

**AMENDMENT NO. 2  
TO  
AGREEMENT  
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
RFP NO. 08-07-24-11**

This Amendment No. 2 to Agreement (this "Amendment No. 2") made this 21<sup>st</sup> day of May, 2025 (the "Effective Date"), is entered into by and between the City of Coconut Creek ("City") and US Ecology Tampa, Inc., a Republic Services company ("Vendor") (collectively, the "Parties").

**RECITALS**

A. City and Vendor entered into an Agreement, dated November 14, 2024, as amended by Amendment No. 1 to the Agreement, dated February 11, 2025 (collectively, the "Agreement") pursuant to which the Vendor provides certain services to City as more fully set forth in the Agreement.

B. The Parties now desire to amend the Agreement for the purpose of clarifying the named Parties in the Agreement, as more fully set forth in this Amendment No. 2.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to the following terms and conditions:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein, but not defined, have the same meaning as that ascribed to them in the Agreement.
2. Amendment with Respect to Name Clarification. All references to "US Ecology Tampa, Inc., an affiliate of Republic Services of Florida, LP", "US Ecology Tampa, Inc., a subsidiary of Republic Services of Florida, LP", and "Republic Services of Florida dba All Service Refuse" in the Agreement (and all amendment thereto) is hereby replaced with "US Ecology Tampa, Inc. a Republic Services company".
3. Continuing Effect. Except as expressly modified or amended by this Amendment No. 2, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment No. 2, this Amendment No. 2 shall prevail.
4. Counterparts. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority have executed this Amendment No. 2 as of the date written above.

US Ecology Tampa, Inc.

By: James D. Treloar


Name: James D. Treloar

Title: Jay Treloar


Date: 05/22/2025

CITY

ATTEST:

  
Joseph J. Kavanagh, City Clerk

CITY OF COCONUT CREEK,  
a Florida municipal corporation

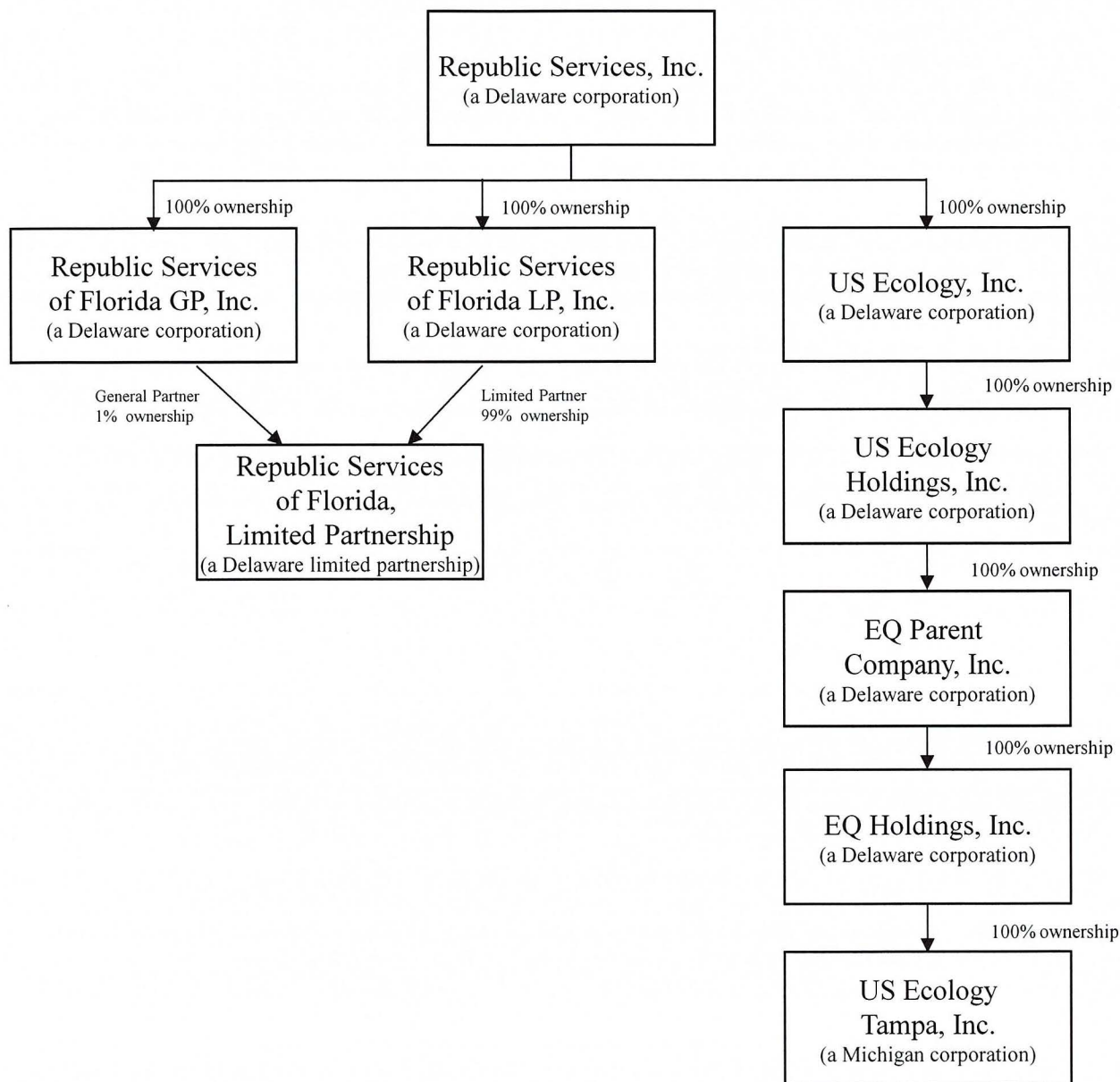
By:   
Sheila N. Rose, City Manager

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

  
Terrill C. Pyburn, City Attorney

## Organizational Chart

(to explain specific legal entity relationships)



May 8, 2025

**AMENDMENT NO. 1 TO THE AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*And*  
**U.S. ECOLOGY TAMPA, INC.,**  
**AN AFFILIATE OF REPUBLIC SERVICES OF FLORIDA, LP**  
*for*  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
  
**RFP No. 08-07-24-11**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and US Ecology Tampa, Inc., an affiliate of Republic Services of Florida, LP dated November 14, 2024 is made this 11<sup>th</sup> day of February, 2025, by and between the City of Coconut Creek, a Florida municipality, (hereinafter referred to as "City"), and US Ecology Tampa, Inc., (hereinafter referred to as "Vendor") both of whom agree as follows:

**W I T N E S S E T H:**

**WHEREAS**, the parties desire to amend the Agreement between the City of Coconut Creek and US Ecology Tampa, Inc. for the Household Hazardous Waste Collection and Disposal Services dated November 14, 2024 (hereinafter referred to as "Agreement") to provide for the extension of pricing, terms, and conditions to all members of the Southeast Florida Governmental Purchasing Cooperative Group ("Cooperative"); and

**WHEREAS**, The City is the lead agency on behalf of the Cooperative and

**WHEREAS**, Exhibit "A" lists those agencies participating in the Cooperative; and

**WHEREAS**, the parties desire to amend the Agreement to ensure consistency in the pricing, terms, and conditions applicable to the Cooperative the same as to City.

**NOW, THEREFORE**, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.



3. The parties desire to amend Paragraph 3 of the Agreement as follows (deletions shown by strikethrough and additions shown by bold and underlined text):

3) Contract Price

The Agreement shall be performed pursuant to RFP No. 08-07-24-11.  
~~Pricing shall be as per Attachment "A" Schedule of Proposal Prices. The~~  
Vendor agrees that all pricing, terms, and conditions established under  
this Agreement, including but not limited to those specified in Attachment  
"A" Schedule of Proposal Prices, shall be equally applicable to all  
members of the Cooperative under the same terms and conditions as  
offered to the City.

4. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to the Household Hazardous Waste Collection and Disposal Services Agreement, this 11<sup>th</sup> day of February, 2025.

**CITY OF COCONUT CREEK, FLORIDA**

By:   
Sheila N. Rose, City Manager

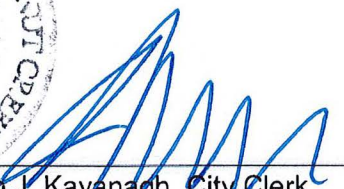
Date: 2/10/25

Approved as to Legal Sufficiency  
and Form:

By:   
Terrill C. Pyburn, City Attorney

Date: 2/10/25



ATTEST:  
By:   
Joseph J. Kavanagh, City Clerk

Date: 2/11/25

WITNESSES:

US ECOLOGY TAMPA, INC.,  
a subsidiary of Republic Service of Florida LP

Witness 1:

Jay Treloar

Jay Treloar, General Manager

[Witness print/type name]

[Print Name]

Witness 2:

Date: February 10, 2025

Don Locke  
Don Locke, Operations Manager

[Witness print/type name]

STATE OF Florida )

COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jay Treloar, of US Ecology Tampa, Inc. a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 10th day of February, 2025.

Wendi Schelb

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Wendi Schelb

Name of Notary Typed, Printed or Stamped

☒ personally known to me or

☐ has produced identification:

Identification \_\_\_\_\_

(NOTARY SEAL)



WENDI SCHELB  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028



**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*And*  
**U.S. ECOLOGY TAMPA, INC.,**  
**AN AFFILIATE OF REPUBLIC SERVICES OF FLORIDA, LP**  
*for*  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
  
**RFP No. 08-07-24-11**

THIS AGREEMENT is made and entered into this 14 day of November, 2024 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and US Ecology Tampa, Inc., an affiliate of Republic Services of Florida, LP with principal offices located at 7202 East 8<sup>th</sup> Avenue, Tampa, FL 33619 (the "Vendor") to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 08-07-24-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract of RFP No. 08-07-24-11 (the "RFP") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) **Contract Price**

The Agreement shall be performed pursuant to RFP No. 08-07-24-11. Pricing shall be as per Exhibit "A" Schedule of Proposal Prices.

4) **Contract Term**

The initial Agreement shall be for a period of two (2) years commencing on the date written on the first page of this Agreement.

5) **Contract Extension**

This Agreement may be extended for two (2) additional two (2) year terms. Any extension will have all the same terms, conditions, and specifications as stated herein, providing both parties agree to the extension; and such extension is approved by both parties in writing. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) **Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

7) **Remedies**

a) **Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

8) **Independent Contractor**

Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.



9) **Non-Exclusive Agreement**

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) **Warranties of Vendor:** Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) **Insurance Requirements**

The Contractor shall provide evidence of insurance as provided in the RFP.

12) **Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

**CITY**

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

**VENDOR**

Rick Keiser, Operations Supervisor ES  
US Ecology Tampa, Inc., a subsidiary of Republic Services of Florida, LP  
7202 East 8<sup>th</sup> Avenue  
Tampa, FL 33619  
Phone: 813-319-3415  
Email: [RKaiser@republicservices.com](mailto:RKaiser@republicservices.com)

13) **Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

14) **Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

15) **Attorney's Fees**

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable

attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

**16) Joint Preparation**

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

**17) Interpretation**

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

**18) Human Trafficking**

When an agreement is executed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**US Ecology Tampa Inc., a subsidiary of Republic Services of Florida** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jay Treloar

Title: General Manager

Signature: *Jay Treloar* Date: 11/13/2024

**19) Foreign Gifts and Contracts**

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**20) Signatory Authority**

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**21) Counterparts and Multiple Originals**

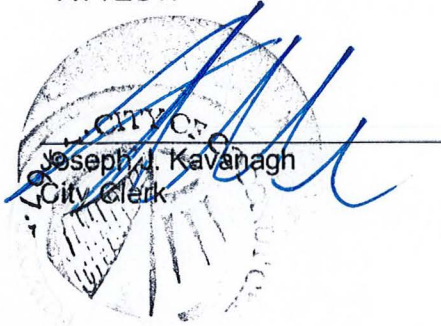
This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.




IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. City of Coconut Creek, through its City Manager or designee and US Ecology Tampa, Inc. a subsidiary of Republic Services of Florida, LP, Vendor, signing by and through its President or designee, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:



  
\_\_\_\_\_  
Sheila N. Rose  
City Manager

12/5/24  
Date

12/5/2024  
Date

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

12/5/24  
Date

[Vendor's Signature to Follow]

**CONTRACTOR**

ATTEST:

Lauren McKeon  
(Corporate Secretary)

Lauren McKeon  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

James D. Treloar

US Ecology Tampa, Inc., a subsidiary of  
Republic Services of Florida LP

James Treloar 11/14/24  
Signature of President/Owner Date

General Manager  
Type name of President /Owner

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Arizona:

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means o. — physical presence or ☒ online

notarization, this 14th day of November, 2024, by James Treloar  
as Corporate Secretary for US Ecology Tampa, Inc.



Kiara Gonzalez  
Signature of Notary Public  
State of Arizona  
Kiara Gonzalez  
Print, Type or Stamp  
Name of Notary Public

☐ Personally known to me or  
☒ Produced Identification

Drivers License  
Type of I.D. Produced

☒ DID take an oath, or  
☐ DID NOT take an oath.



**EXHIBIT "A"**  
**CITY OF COCONUT CREEK**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES**  
**RFP NO. 08-07-24-11**  
**SCHEDULE OF PROPOSAL PRICES**

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY	Price
<b>1</b>	<b>GROUP 1 - Household Hazardous Waste</b>			
<b>1</b>	<b>Mobilization for remote collection events only:</b> Mobilization of contract labor and supply deliveries.	<b>PKG</b>		
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22	\$6,110.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	EA	1	\$9,165.00
1.4	Mobilization for Fixed Site Collection	EA	12	\$6,110.00
<b>2</b>	<b>Contract Labor for Remote Collection Events:</b> Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	<b>PKG</b>		
2.1	Technician Per Hour Rate (8-hours onsite)	HR	800	\$65.00
2.2	Technician Overtime Per Hour Rate (After 8-hours onsite)	HR	200	\$81.25
2.3	Driver Regular Per Hour Rate	HR	300	\$62.00
2.4	Driver Overtime Per Hour Rate	HR	40	\$77.50
2.5	Project Manager Regular Per Hour Rate	HR	160	\$70.00
2.6	Project Manager Overtime Per Hour Rate	HR	20	\$87.50
2.7	Technician Emergency Regular Per Hour Rate	HR	80	\$91.00
2.8	Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)	HR	40	\$114.00
2.9	Driver Emergency Regular Per Hour Rate	HR	20	\$86.00
2.10	Driver Emergency Overtime Per Hour Rate	HR	10	\$108.00
2.11	Project Manager Emergency Regular Per Hour Rate	HR	40	\$98.00
2.12	Project Manager Emergency Overtime Per Hour Rate	HR	10	\$125.00
<b>3</b>	<b>Supplies Including Delivery</b>	<b>PKG</b>		
3.1	5-Gallon Poly	EA	30	\$18.00
3.2	16-Gallon Poly	EA	60	\$31.00
3.3	30-Gallon Poly	EA	60	\$56.00



3.4	55-Gallon Poly	EA	15	\$35.00
3.5	55-Gallon Steel	EA	100	\$41.00
3.6	85-Gallon Steel	EA	10	\$198.00
3.7	Flex Bin	EA	200	\$95.00
3.8	Fluorescent Bulb Box 8-Ft.	EA	60	\$19.00
3.9	Fluorescent Bulb Box 4-Ft.	EA	30	\$16.00
3.10	Vermiculite (Per 16 lb. bag)	EA	300	\$30.00
3.11	Other. Please state the percentage discount from list price	%	0	0
<b>4</b>	<b>Waste Disposal:</b> Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)			
<b>4</b>	<b>Bulk Liquid Disposal</b>	<b>PKG</b>		
4.1	Petroleum Oils	GAL	3550	\$2.50
4.2	Fuels and Solvents Halogenated and Halogenated	GAL	23,400	\$3.00
4.3	Antifreeze	GAL	1075	\$2.00
4.4	Other. Please state the percentage discount from list price	%	0	0
<b>5</b>	<b>Batteries Disposal</b>	<b>PKG</b>		
5.1	Lead Acid (wet and dry cell)	LBS	1300	\$0.40
5.2	Nickel Cadmium and Nickel Metal Hydride	LBS	130	\$1.05
5.3	Lithium and Lithium Ion	LBS	3000	\$1.32
5.4	Other. Please state the percentage discount from list price	%	0	0
<b>6</b>	<b>Loose Pack Disposal</b>	<b>PKG</b>		
6.1	Aerosol Cans	LBS	8200	\$1.06
6.2	Alkyd (Oil Based) Paint in Cans	LBS	9100	\$1.06
6.3	Pesticides/Poisons Liquid	LBS	29000	\$1.08
6.4	Pesticides/Poisons Solid	LBS	6500	\$1.08
6.5	Solids Containing Flammable Liquids	LBS	9750	\$0.62
6.6	Other. Please state the percentage discount from list price	%	0	0
<b>7</b>	<b>Lab Pack Disposal</b>	<b>PKG</b>		
7.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	52000	\$0.60



7.2	Oxidizers Liquid or Solid	LBS	800	\$5.28
7.3	Organic Peroxides Liquid or Solid	LBS	130	\$7.11
7.4	Mercury	LBS	200	\$20.50
7.5	Reactives	LBS	800	\$7.11
7.6	Other. Please state the percentage discount from list price	%	0	0
<b>8</b>	<b>Bulb Disposal</b>	<b>PKG</b>		
8.1	Straight Fluorescent Bulbs	EA	7800	\$1.20
8.2	Compact Fluorescent Bulbs	EA	130	\$1.76
8.3	Metal Halide and Other Various Bulbs	EA	130	\$1.76
8.4	Other. Please state the percentage discount from list price	%	0	0
<b>9</b>	<b>Compressed Cylinder Disposal</b>	<b>PKG</b>		
9.1	Refrigerant/Extinguishers Gases	LBS	800	\$4.00
9.2	Propane/MAPP Gas	LBS	2000	\$4.00
9.3	Other. Please state the percentage discount from list price	%	0	0
<b>10</b>	<b>Group 2 - Electronic Waste</b>	<b>PKG</b>		
10.1	Monitors/TV/CPUs	LBS	23400	\$0.45
10.2	Misc. Small Electronic Devices	LBS	35100	\$0.45
10.3	Smoke Detectors	LBS	50	\$8.52
10.4	Other. Please state the percentage discount from list price	%	N/A	N/A
<b>11</b>	<b>Flat Fee for the preparation and processing of invoices for Joint Events only</b>	<b>PKG</b>		
11.1	Please state your "Flat Fee" for processing invoices for joint events only	EA	1	\$0.00
<b>12</b>	<b>Emergency Supplies Including Delivery</b>	<b>PKG</b>		
12.1	5-Gallon Poly	EA	5	\$43.00
12.2	16-Gallon Poly	EA	5	\$56.00
12.3	30-Gallon Poly	EA	5	\$81.00
12.4	55-Gallon Poly	EA	15	\$60.00
12.5	55-Gallon Steel	EA	10	\$66.00
12.6	85-Gallon Steel	EA	5	\$223.00
12.7	Flex Bin	EA	5	\$95.00

12.8	Fluorescent Bulb Box 8-Ft.	EA	30	\$44.00
12.9	Fluorescent Bulb Box 4-Ft.	EA	30	\$41.00
12.10	Vermiculite (Per 16 lb. bag)	EA	225	\$55.00
<b>13</b>	<b>Group 3 – Latex Paint</b>			
<b>13</b>	<b>Latex Paint Disposal</b>	<b>PKG</b>		
13.1	Latex Paint in Cans	LBS	17000	\$ 0.26
13.2	Other. Please state the percentage discount from list price	%	0	0
<b>14</b>	<b>Aerial and Handheld Flares, Hazard Class 1.4S or 1.4G</b> Minimum charge: 32 pounds at \$10.96/pound. Weight includes water to neutralize danger.	LBS	32 lbs. Min.	\$10.96/lb.



## CERTIFICATE OF SECRETARY

The undersigned, Secretary of **US ECOLOGY TAMPA, INC.**, a Michigan corporation (the "Company"), does hereby certify that:

- (i) The Company is an indirect wholly-owned subsidiary of Republic Services, Inc., a Delaware corporation ("Republic Parent"); and
- (ii) Attached hereto as Exhibit A is an organizational chart tracking the relationship between Republic Parent and the Company.

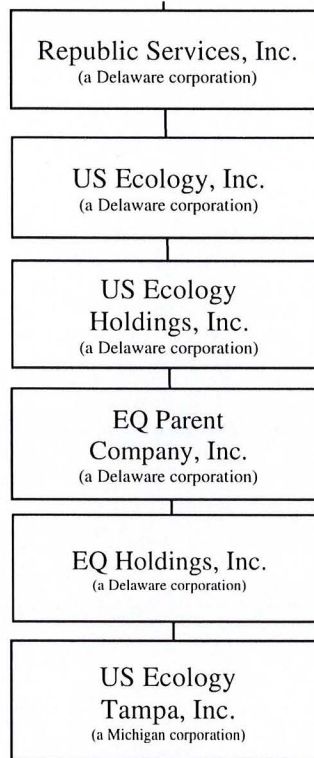
**IN WITNESS WHEREOF**, the undersigned has hereunto set her hand effective as of the 9<sup>th</sup> day of May, 2024.

*Lauren McKeon*

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Lauren McKeon  
Secretary

**Exhibit A**  
**Organizational Chart**  
*(to explain specific legal entity relationships)*



**CERTIFICATE OF SECRETARY**  
**RELATING TO THE AGREEMENT**  
**FOR HOUSEHOLD HAZARDOUS WASTE**  
**COLLECTION AND DISPOSAL SERVICES**  
**FOR THE CITY OF COCONUT CREEK**  
**IN THE STATE OF FLORIDA**

The undersigned, Secretary of **US ECOLOGY TAMPA, INC.**, a Michigan corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on July 1, 2022, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Vice President (formerly Area Director, Operations); Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JAMES TRELOAR** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 2nd day of December, 2024.

  
\_\_\_\_\_  
Lauren McKeon, Secretary

NOTICE OF INTENT TO AWARD

Solicitation Number:

Solicitation Name:

Bid Type:

Issue Date and Time:

Close Date and Time:

RFP No. 08-07-24-11

Household Hazardous Waste  
Collection and Disposal Services

Request for Proposals

6/16/2024 07:00:02 AM (ET)

8/7/2024 11:00:00 AM (ET)

Organization:

Bid Creator:

Email:

Phone:

Fax:

City of Coconut Creek

[procurement@coconutcreek.net](mailto:procurement@coconutcreek.net)

954-973-6730

954-973-6754

RECOMMENDED VENDOR

Vendor Name	City	State	Total	Commission Award Date
US Ecology Tampa, Inc., an affiliate of Republic Services of FL	Tampa	FL	Pricing is per the Schedule of Proposal Prices	Thursday, November 14, 2024



**CITY OF COCONUT CREEK  
REQUEST FOR PROPOSAL  
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
RFP NO. 08-07-24-11  
BEST AND FINAL OFFER (BAFO)**

Agency Information	Agency Contact	Due Date/Time:
City of Coconut Creek Procurement Division 4800 West Copans Rd. Coconut Creek, FL 33063	<b>For RFP BAFO Questions:</b> All questions to be submitted in writing <u>electronically</u> to Lorie Messer, Procurement Analyst Email: <a href="mailto:lmesser@coconutcreek.net">lmesser@coconutcreek.net</a> Phone: (954) 956-1584	<b>Date:</b> Wed., September 25, 2024 <b>Time:</b> 5:00 PM ET Electronic Submission

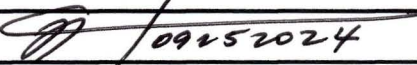
**SECTION II – SPECIAL TERMS AND CONDITIONS**

**PURPOSE**

The City of Coconut Creek is extending your company the opportunity to present the City with a Best and Final Offer (BAFO) per page 22, Item 16 of the RFP Best and Final Offers. Your response will be used to determine the best proposal for the City.

Before awarding the contract associated with this RFP, the City is seeking the additional information included below. All other specifications remain the same.

1. The Selection / Negotiation Committee is considering your firm for recommendation for the provision of Household Hazardous Waste Services (Events). During your presentation, your firm stated that an alternative for the disposal of latex paint was available at a lower price. Please provide the alternative option for the lower cost and price.
2. Additionally, your pricing for electronics was significantly higher than other proposers. The Committee requests you review your pricing on the electronic items and propose your best and final quote. If you have any other revised line items that may assist the Committee in making a decision, please include them in your BAFO.
3. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.

<b>COMPANY NAME:</b> Republic Services of Florida dba All Service Refuse	
<b>COMPANY STREET ADDRESS:</b> 751 NW 31 <sup>th</sup> Avenue	
<b>COMPANY CITY, STATE &amp; ZIP:</b> Fort Lauderdale, FL 33311-6699	
<b>SIGNATURE:</b> 	<b>DATE:</b> 09/25/2024
<b>TYPE OR PRINT NAME:</b> Jean-Pierre Turgot	
<b>TITLE:</b> Manager Municipal Sales	
<b>TELEPHONE NUMBER:</b> 954-327-9555	
<b>EMAIL ADDRESS:</b> <a href="mailto:jturgot@republicservices.com">jturgot@republicservices.com</a>	

**CITY OF COCONUT CREEK****HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
RFP NO. 08-07-24-11****BEST AND FINAL OFFER (BAFO)**

<b>13</b>	<b>Group 3-Latex Paint</b>			
<b>13</b>	<b>Latex Paint Disposal</b>	<b>PKG</b>		<b>Price</b>
13.1	Latex Paint in Cans	LBS	170000	\$0.26
13.2	Other. Please state the percentage discount from list price	%		

<b>10</b>	<b>Group 2 - Electronic Waste</b>	<b>PKG</b>		<b>Price</b>
10.1	Monitors/TV/CPUs	LBS	23400	\$0.45
10.2	Misc. Small Electronic Devices	LBS	35100	\$0.45
10.3	Smoke Detectors	LBS	50	\$8.52
10.4	Other. Please state the percentage discount from list price	%		



**RFP No. 08-07-24-11 Addendum 2**  
**Republic Services of Florida dba All Service**  
**Refuse**  
**Republic Services of Florida, LP**  
**Supplier Response**

**Event Information**

Number: RFP No. 08-07-24-11 Addendum 2  
Title: Household/Emergency Hazardous Waste Collection and Disposal Services  
Type: Request for Proposals  
Issue Date: 6/16/2024  
Deadline: 8/7/2024 11:00 AM (ET)  
Notes: The City of Coconut Creek, Florida is the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group (SEFL NIGP) is actively seeking proposals from qualified Proposers to provide Household Hazardous Waste Collection and Disposal, Latex Paint Collection and Processing, Electronics Recycling, and Emergency Hazardous Waste Services in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

The City of Coconut Creek is committed to providing the community with exceptional, responsive, and sustainable services through innovation, continuous improvement, and reduced landfill waste.

**Contact Information**

Contact: Lorie Messer Procurement Analyst  
Address: A/P - Finance & Administrative Services



Exhibit "1" to Agreement between the City of Pembroke Pines and US Ecology Tampa, Inc.  
Government Center  
4800 West Copans Road  
Coconut Creek, FL 33063

Phone: 1 (954) 956-1584  
Fax: 1 (954) 973-6754  
Email: [lmesser@coconutcreek.net](mailto:lmesser@coconutcreek.net)

## Republic Services of Florida dba All Service Refuse Information

Contact: Jean-Pierre Turgot, General Manager  
 Address: 751 NW 31th Avenue  
 Fort Lauderdale, FL 33311-6699  
 Phone: (954) 583-1830  
 Email: jturgot@republicservices.com  
 Web Address: www.republicservices.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jean-Pierre Turgot  
 Signature

jturgot@republicservices.com  
 Email

Submitted at 8/7/2024 10:47:27 AM (ET)

## Response Attachments

### Coconut Creek RFP 08-0724-11\_RSI\_FINAL.pdf

Republic Services technical response to RFP No. 08-07-24-11

### Coconut Creek - Required Forms\_RSI\_USE.pdf

RFP documents required for submittal.

## Bid Attributes

### 1 Section I - General Terms and Conditions

I acknowledge reading and understanding the General Terms and Conditions.

☒ Yes

### 2 Section II - Special Terms and Conditions

I acknowledge reading and understanding the Special Terms and Conditions.

☒ Yes

### 3 Section III - Detailed Requirements - Scope of Services

I acknowledge reading and understanding the Detailed Requirements - Scope of Services.

☒ Yes

### 4 Section IV - Required Documents

I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation.

☒ Yes

### 5 Insurance Requirements

I acknowledge reading and understanding the Insurance Requirements and shall upload with my response a copy of a current Certificate of Insurance as a requirement of this solicitation.

☒ Yes

**6 Visa Credit Card - Preferred Method of Payment**

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card. Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

**7 Purchase by other Governmental Agencies**

Please indicate if you will permit other governmental entities to purchase from your agreement with the City of Coconut Creek.

**8 Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statute**

By checking "yes" below, Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.



**9 E-Verify Requirements**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

☒ I acknowledge and Agree

**10 Drug Free Workplace**

In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does:

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

**11 Conflict of Interest**

Bidder affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Coconut Creek employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

**12 Labor Harmony**

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

☒ I Agree

1  
3**Exceptions to the Request for Proposal**

Proposals that are exceptions to that which are specified and outlined here. However, all alterations or omissions of required information or any change in the bid requirements is done at the risk of the Bidder presenting the bid and may result in the rejection thereof. Please list exceptions, if any, in this attribute. If there are no exceptions, **type "none"**.

Republic Services Tampa facility is not permitted to accept, transport or receive radioactive materials including smoke detectors. Some hazardous materials (i.e. peroxide forming, shock sensitive substances, or temperature-controlled substances) may require special handling, deactivation or stabilization prior to packaging for disposal. These services are not included with the Scope of Work. The Republic Services Tampa facility is not permitted to receive DEA Controlled Substances and will not accept them from participating residents.

**Bid Lines**

1

**Package Header****GROUP 1 - HOUSEHOLD HAZARDOUS WASTE**

**Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.**

Total:

Item Notes: Quantities are estimates only. The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated percentage (%) discount against the firms listed pricing.

**Package Items**

**1.1 One-day Remote Event Mobilization. Fixed Price to include all staff and equipment.**

Quantity: 22 UOM: EA Unit Price:  Total:

**1.2 Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.**

Quantity: 1 UOM: EA Unit Price:  Total:

**1.3 Emergency Mobilization (Group 4)**

Quantity: 2 UOM: EA Unit Price:  Total:

**1.4 Mobilization for Fixed Site Collection**

Quantity: 12 UOM: EA Unit Price:  Total:

2

**Package Header**

**Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.**

Total:

**Package Items**

**2.1 Technician Per Hour Rate (8-hours onsite)**

Quantity: 800 UOM: HR Unit Price:  Total:

**2.2 Technician Overtime Per Hour Rate (After 8-hours onsite)**

Quantity: 200 UOM: HR Unit Price:  Total:

**2.3 Driver Regular Per Hour Rate**

Quantity: 300 UOM: HR Unit Price: \$62.00 Total: \$18,600.00

**2.4 Driver Overtime Per Hour Rate**

Quantity: 40 UOM: HR Unit Price: \$77.50 Total: \$3,100.00

**2.5 Project Manager Regular Per Hour Rate**

Quantity: 160 UOM: HR Unit Price: \$70.00 Total: \$11,200.00

**2.6 Project Manager Overtime Per Hour Rate**

Quantity: 20 UOM: HR Unit Price: \$87.50 Total: \$1,750.00

**2.7 Technician Emergency Regular Per Hour Rate**

Quantity: 80 UOM: HR Unit Price: \$91.00 Total: \$7,280.00

**2.8 Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)**

Quantity: 40 UOM: HR Unit Price: \$114.00 Total: \$4,560.00

**2.9 Driver Emergency Regular Per Hour Rate**

Quantity: 20 UOM: HR Unit Price: \$86.00 Total: \$1,720.00

**2.10 Driver Emergency Overtime Per Hour Rate**

Quantity: 10 UOM: HR Unit Price: \$108.00 Total: \$1,080.00

**2.11 Project Manager Emergency Regular Per Hour Rate**

Quantity: 40 UOM: HR Unit Price: \$98.00 Total: \$3,920.00

**2.12 Project Manager Emergency Overtime Per Hour Rate**

Quantity: 10 UOM: HR Unit Price: \$125.00 Total: \$1,250.00

**3 Package Header****Supplies Including Delivery**

Total: \$41,985.00

**Package Items****3.1 5-Gallon Poly**

Quantity: 30 UOM: EA Unit Price: \$18.00 Total: \$540.00

**3.2 16-Gallon Poly**

Quantity: 60 UOM: EA Unit Price: \$31.00 Total: \$1,860.00

**3.3 30-Gallon Poly**

Quantity: 60 UOM: EA Unit Price: \$56.00 Total: \$3,360.00

**3.4 55-Gallon Poly**

Quantity: 15 UOM: EA Unit Price: \$35.00 Total: \$525.00

**3.5 55-Gallon Steel**

Quantity: 100 UOM: EA Unit Price: \$41.00 Total: \$4,100.00

**3.6 85-Gallon Steel**

Quantity: 10 UOM: EA Unit Price: \$198.00 Total: \$1,980.00

**3.7 Flex Bin**

Quantity: 200 UOM: EA Unit Price: \$95.00 Total: \$19,000.00



**3.8 Fluorescent Bulb Box 8-Ft.**

Quantity: 60 UOM: EA Unit Price: \$19.00 Total: \$1,140.00

**3.9 Fluorescent Bulb Box 4-Ft.**

Quantity: 30 UOM: EA Unit Price: \$16.00 Total: \$480.00

**3.10 Vermiculite (Per 16 lb. bag)**

Quantity: 300 UOM: EA Unit Price: \$30.00 Total: \$9,000.00

**3.11 Other. Please state the percentage discount from list price.**

UOM: % Total: 0%

**4 Package Header**

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Bulk Liquid Disposal**

Total: \$81,225.00

**Package Items****4.1 Petroleum Oils**

Quantity: 3550 UOM: GAL Unit Price: \$2.50 Total: \$8,875.00

**4.2 Fuels and Solvents Halogenated and Halogenated**

Quantity: 23400 UOM: GAL Unit Price: \$3.00 Total: \$70,200.00

**4.3 Antifreeze**

Quantity: 1075 UOM: GAL Unit Price: \$2.00 Total: \$2,150.00

**4.4 Other. Please state the percentage discount from list price**

UOM: % Total: 0%

**5 Package Header**

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Batteries Disposal**

Total: \$4,616.50

**Package Items****5.1 Lead Acid (wet and dry cell)**

Quantity: 1300 UOM: LBS Unit Price: \$0.40 Total: \$520.00

**5.2 Nickel Cadmium and Nickel Metal Hydride**

Quantity: 130 UOM: LBS Unit Price: \$1.05 Total: \$136.50

**5.3 Lithium and Lithium Ion**

Quantity: 3000 UOM: LBS Unit Price: \$1.32 Total: \$3,960.00

**5.4 Other. Please state the percentage discount from list price**

UOM: % Total: 0%

**6 Package Header**

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Loose Pack Disposal**

Total:

**Package Items****6.1 Aerosol Cans**

Quantity: 8200 UOM: LBS Unit Price:  Total:

**6.2 Alkyd (Oil Based) Paint in Cans**

Quantity: 9100 UOM: LBS Unit Price:  Total:

**6.3 Pesticides/Poisons Liquid**

Quantity: 29000 UOM: LBS Unit Price:  Total:

**6.4 Pesticides/Poisons Solid**

Quantity: 6500 UOM: LBS Unit Price:  Total:

**6.5 Solids Containing Flammable Liquids**

Quantity: 9750 UOM: LBS Unit Price:  Total:

**6.6 Other. Please state the percentage discount from list price**

UOM: % Total:

**7 Package Header**

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Lab Pack Disposal**

Total:

**Package Items****7.1 Corrosives Liquid or Solid Acid or Alkaline**

Quantity: 52000 UOM: LBS Unit Price:  Total:

**7.2 Oxydizers Liquid or Solid**

Quantity: 800 UOM: LBS Unit Price:  Total:

**7.3 Organic Peroxides Liquid or Solid**

Quantity: 130 UOM: LBS Unit Price:  Total:

**7.4 Mercury**

Quantity: 200 UOM: LBS Unit Price:  Total:

**7.5 Reactives**

Quantity: 800 UOM: LBS Unit Price:  Total:

**7.6 Other. Please state the percentage discount from list price**

UOM: % Total:

**8 Package Header**

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

### Bulb Disposal

Total:

### Package Items

#### 8.1 Straight Fluorescent Bulbs

Quantity: 7800 UOM: EA Unit Price:  Total:

#### 8.2 Compact Fluorescent Bulbs

Quantity: 130 UOM: EA Unit Price:  Total:

#### 8.3 Metal Halide and Other Various Bulbs

Quantity: 130 UOM: EA Unit Price:  Total:

#### 8.4 Other. Please state the percentage discount from list price

UOM: % Total:

## 9 Package Header

Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

### Compressed Cylinder Disposal

Total:

### Package Items

#### 9.1 Refrigerant/Extinguishers Gases

Quantity: 800 UOM: LBS Unit Price:  Total:

#### 9.2 Propane/MAPP Gas

Quantity: 2000 UOM: LBS Unit Price:  Total:

#### 9.3 Other. Please state the percentage discount from list price

UOM: % Total:

## 10 Package Header

### GROUP 2 - ELECTRONIC WASTE

Total:

### Package Items

#### 10.1 Monitors/TV/CPU's

Quantity: 23400 UOM: LBS Unit Price:  Total:

#### 10.2 Misc. Small Electronic Devices

Quantity: 35100 UOM: LBS Unit Price:  Total:

#### 10.3 Smoke Detectors

Quantity: 50 UOM: LBS

**No Bid**



**10.4** Other. Please state the percentage discount from list price.

UOM: %

Total: **1**  
**1 Package Header****Flat Fee for the preparation and processing of invoices for Joint Events Only**Total: **Package Items****11.1** Please state your "Flat Fee" for processing invoices for joint events onlyQuantity: 1 UOM: EA Unit Price:  Total: **1**  
**2 Package Header****Emergency Supplies Including Delivery**Total: **Package Items****12.1** 5-Gallon PolyQuantity: 5 UOM: EA Unit Price:  Total: **12.2** 16-Gallon PolyQuantity: 5 UOM: EA Unit Price:  Total: **12.3** 30-Gallon PolyQuantity: 5 UOM: EA Unit Price:  Total: **12.4** 55-Gallon PolyQuantity: 15 UOM: EA Unit Price:  Total: **12.5** 55-Gallon SteelQuantity: 10 UOM: EA Unit Price:  Total: **12.6** 85-Gallon SteelQuantity: 5 UOM: EA Unit Price:  Total: **12.7** Flex BinQuantity: 5 UOM: EA Unit Price:  Total: **12.8** Fluorescent Bulb Box 8-Ft.Quantity: 30 UOM: EA Unit Price:  Total: **12.9** Fluorescent Bulb Box 4-Ft.Quantity: 30 UOM: EA Unit Price:  Total: **12.10** Vermiculite (Per 16 lb. bag)Quantity: 225 UOM: EA Unit Price:  Total: **1**  
**3 Package Header****GROUP 3 - LATEX PAINT****Latex Paint Disposal**

Total: \$49,300.00

**Package Items****13.1 Lates Paint in Cans**Quantity: 170000 UOM: LBS Unit Price: \$0.29 Total: \$49,300.00**13.2 Other. Please state the percentage discount from list price.**Quantity: 1 UOM: % Total: 0%1  
4**Package Header****GROUP 4 - EMERGENCY SERVICES**

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Bulk Liquid Disposal - Emergency**

Total: \$16,510.00

**Package Items****14.1 Petroleum Oils**Quantity: 2000 UOM: GAL Unit Price: \$3.25 Total: \$6,500.00**14.2 Fuels and Solvents Halogenated and Halogenated**Quantity: 2500 UOM: GAL Unit Price: \$3.90 Total: \$9,750.00**14.3 Antifreeze**Quantity: 100 UOM: GAL Unit Price: \$2.60 Total: \$260.001  
5**Package Header**

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Batteries Disposal - Emergency**

Total: \$1,229.00

**Package Items****15.1 Lead Acid (wet and dry cell)**Quantity: 100 UOM: LBS Unit Price: \$0.52 Total: \$52.00**15.2 Nickel Cadmium and Nickel Metal Hydride**Quantity: 100 UOM: LBS Unit Price: \$1.37 Total: \$137.00**15.3 Lithium and Lithium Ion**Quantity: 100 UOM: LBS Unit Price: \$10.40 Total: \$1,040.001  
6**Package Header**

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Loose Pack Disposal - Emergency**

Total: \$1,366.00

**Package Items****16.1 Aerosol Cans**Quantity: 100 UOM: LBS Unit Price: \$1.38 Total: \$138.00**16.2 Alkyd (Oil Based) Paint in Cans**Quantity: 100 UOM: LBS Unit Price: \$1.38 Total: \$138.00**16.3 Pesticides/Poisons Liquid**Quantity: 100 UOM: LBS Unit Price: \$1.40 Total: \$140.00**16.4 Pesticides/Poisons Solid**Quantity: 100 UOM: LBS Unit Price: \$1.40 Total: \$140.00**16.5 Solids Containing Flammable Liquids**Quantity: 1000 UOM: LBS Unit Price: \$0.81 Total: \$810.001  
7**Package Header**

Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)

**Lab Pack Disposal - Emergency**

Total: \$19,402.50

**Package Items****17.1 Corrosives Liquid or Solid Acid or Alkaline**Quantity: 1000 UOM: LBS Unit Price: \$0.78 Total: \$780.00**17.2 Oxydizers Liquid or Solid**Quantity: 500 UOM: LBS Unit Price: \$6.86 Total: \$3,430.00**17.3 Organic Peroxides Liquid or Solid**Quantity: 500 UOM: LBS Unit Price: \$9.24 Total: \$4,620.00**17.4 Mercury**Quantity: 50 UOM: LBS Unit Price: \$26.65 Total: \$1,332.50**17.5 Reactives**Quantity: 1000 UOM: LBS Unit Price: \$9.24 Total: \$9,240.001  
8**Package Header****Light Duty Truck/Response Equipment - Emergency**

Total: \$12,826.00

**Package Items****18.1 Emergency Response Van**Quantity: 32 UOM: HR Unit Price: \$80.00 Total: \$2,560.00**18.2 Pickup with Dump Body**Quantity: 32 UOM: HR Unit Price: \$117.00 Total: \$3,744.00



**18.3 Small Box Truck / Cube Van**

Quantity: 32 UOM: HR Unit Price:  Total:

**18.4 Spill Trailer**

Quantity: 2 UOM: DAY Unit Price:  Total:

**18.5 Stake Body / Utility Truck**

Quantity: 32 UOM: HR Unit Price:  Total:

**18.6 Utility / Support Trailer**

Quantity: 2 UOM: DAY Unit Price:  Total:

1  
9**Package Header****Heavy Duty Truck/Response Equipment - Emergency**

Total:

**Package Items****19.1 Box Truck**

Quantity: 32 UOM: HR Unit Price:  Total:

**19.2 Dump Truck, 10 Wheel**

Quantity: 32 UOM: HR Unit Price:  Total:

**19.3 High Powered Vacuum Truck / Cusco**

Quantity: 16 UOM: HR Unit Price:  Total:

**19.4 Rolloff Straightjob**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.5 Rolloff Two Can Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.6 Skid Mounted Vacuum System**

Quantity: 16 UOM: HR Unit Price:  Total:

**19.7 Tractor Only, No Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.8 Tractor with Box Van**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.9 Tractor with Dump Truck Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.10 Tractor with Flatbed / Lowbed Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.11 Tractor with Liquid Transporter**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.12 Tractor with Rolloff Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.13 Tractor with Vacuum Trailer**

Quantity: 10 UOM: HR Unit Price:  Total:

**19.14** Vactor with Jet RodderQuantity: 10 UOM: HR Unit Price:  Total: **19.15** Vacuum Truck, StraightQuantity: 10 UOM: HR Unit Price:  Total: **20****Package Header****Earth Moving Equipment - Emergency**Total: **Package Items****20.1** Geiger Counter MeterQuantity: 2 UOM: DAY Unit Price:  Total: **20.2** Hydrogen Cyanide MeterQuantity: 2 UOM: DAY Unit Price:  Total: **20.3** Interface ProbeQuantity: 2 UOM: DAY Unit Price:  Total: **20.4** Lumex RA915+ Mercury Vapor AnalyzerQuantity: 2 UOM: DAY Unit Price:  Total: **20.5** Mercury Vapor AnalyzerQuantity: 2 UOM: DAY Unit Price:  Total: **20.6** Particulate Meter, Mini Ram or EquivalentQuantity: 2 UOM: DAY Unit Price:  Total: **20.7** Personal Air Pump MeterQuantity: 2 UOM: DAY Unit Price:  Total: **21****Package Header****Hoses / Pipes - Emergency**Total: **Package Items****21.1** Hose - Chemical, 4 in. X 20 ft.Quantity: 2 UOM: DAY Unit Price:  Total: Supplier Notes: **21.2** Hose - Flex, 4 in., per ft.Quantity: 2 UOM: DAY Unit Price:  Total: Supplier Notes: **21.3** Hose - Lay Flat, 6 in. X 25 ft.Quantity: 2 UOM: DAY Unit Price:  Total: **21.4** Hose - Suction, 6 in. X 25 ft.Quantity: 2 UOM: DAY Unit Price:  Total:

2  
2**Package Header****Marine Response Equipment - Emergency**Total: **Package Items****22.1 Airboat**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.2 Boat / Workskiff without Motor**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.3 Brush Skimmer**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.4 Containment Boom per Day**Quantity:  500  UOM:   FT   Unit Price:  Total: **22.5 Drum Skimmer**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.6 Landing Craft (LCM)**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.7 Power Barge Boat**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.8 Power Workboat, Fast Response**Quantity:   2   UOM:   DAY   **No Bid****22.9 Rigid Hull Inflatable (RIB) (18ft-22ft)**Quantity:   2   UOM:   DAY   **No Bid****22.10 Rope Mop per foot per day**Quantity:   2   UOM:   DAY   Unit Price:  Total: Supplier Notes: **22.11 Rotating Disc Skimmer Unit**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.12 Skim Pack Skimmer**Quantity:   2   UOM:   DAY   Unit Price:  Total: **22.13 Skimmer**Quantity:   2   UOM:   DAY   Unit Price:  Total: 2  
3**Package Header****Pneumatic Power Tools - Emergency**Total: **Package Items****23.1 3/4 in. Drill, Rotary Hammer**Quantity:   3   UOM:   DAY   Unit Price:  Total:

**23.2 Airspade Phneumatic Shovel**Quantity:   3   UOM:   DAY   Unit Price:  Total: **23.3 Jackhammer**Quantity:   3   UOM:   DAY   Unit Price:  Total: **23.4 Pneumatic Chipping Gun**Quantity:   3   UOM:   DAY   Unit Price:  Total: **23.5 Steel Nibbler, Pneumatic**Quantity:   3   UOM:   DAY   Unit Price:  Total: **2 Package Header****Pressure Washing Equipment - Emergency**Total: **Package Items****24.1 Hot Water Pressure Washer**Quantity:   3   UOM:   DAY   Unit Price:  Total: **24.2 40,000 PSI - 12 GPM - UHP Pump (305)**Quantity:   3   UOM:   DAY   Unit Price:  Total: **2 Package Header****Pumping / Transferring Pumps - Emergency**Total: **Package Items****25.1 Drum Head Vacuum System, Electric**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.2 Drum Loader**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.3 Pump - Double Diaphragm, 4 in.**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.4 Pump -Electric Drum**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.5 Pump -Electric Submersible, 4 in.**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.6 Pump - Hydraulic Transfer, 6 in.**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.7 Pump - Trash, 4 in.**Quantity:   3   UOM:   DAY   Unit Price:  Total: **25.8 Drum Vacuum, Pneumatic**Quantity:   3   UOM:   DAY   Unit Price:  Total:



2  
6**Package Header****Site Support - Emergency**Total: **Package Items****26.1** Generator - 8,000 WattQuantity:   6   UOM:   DAY   Unit Price:  Total: **26.2** Intermodal ContainerQuantity:   6   UOM:   DAY   Unit Price:  Total: **26.3** Light Tower with GeneratorQuantity:   6   UOM:   DAY   Unit Price:  Total: **26.4** Personnel Staging Tent, 20' X 30'Quantity:   6   UOM:   DAY   Unit Price:  Total: 2  
7**Package Header****Waste Material Approval - Emergency**Total: **Package Items****27.1** Profile Approval Fee (No Sample)Quantity:   2   UOM:   EA   Unit Price:  Total: **27.2** Sample and Profile Approval FeeQuantity:   2   UOM:   EA   Unit Price:  Total: **27.3** Profile Recertification Fee (No Sample)Quantity:   2   UOM:   EA   Unit Price:  Total: **Response Total: \$1,125,832.90**



## **Request for Proposal :08-07-24-11**

### **The City of Coconut Creek**

#### **Household/Emergency Hazardous Waste Collection & Disposal Services**

**Due: August 7, 2024 @ 11:00 am**

US Ecology Tampa, Inc.

Contact: Rich Kaiser

Operations Spvr. ES

7202 East 8<sup>th</sup> Avenue

Tampa, FL 33619

Phone: (813) 319-3415

[RKaiser@republicservices.com](mailto:RKaiser@republicservices.com)





Sustainability in Action

## TAB 1 – EXECUTIVE SUMMARY

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## Sustainability in Action

### EXECUTIVE SUMMARY

Every day, Republic Services, d.b.a. US Ecology Tampa, Inc. provides waste management, environmental, emergency response, and other related services to its customers as part of our core business through our Environmental Solutions Division. Our team will support the entirety of the services outlined and requested in your solicitation. We will leverage our current Household Hazardous Waste (HHW) experience, our local service centers, nationwide network of TSDFs and waste disposal partners, as well as rely on our proven track record of supporting HHW programs throughout Florida and the Atlantic region to provide The City of Coconut Creek a safe, compliant, and progressive approach to regulated chemical waste management.

With over 70 years of experience providing safe and compliant waste management, emergency response, and environmental and industrial services to our customers, you can trust Republic Services to take every precaution necessary to ensure safety and regulatory compliance. Republic Services has the knowledge to manage your waste compliantly and safely, and will ensure all local, state, and federal regulations are met.



We address the complex waste management and response needs of our customers by offering the treatment, disposal, and recycling of hazardous, non-hazardous, and radioactive waste; leading emergency response and standby services; and offering a wide range of complementary field and industrial services.

Republic Services offers our customers Total Waste Solution (TWS), an unmatched ability to use one comprehensive provider to internally manage all your waste needs through a single point of contact. Our vast service footprint in 41 states with over 41,000 personnel and industry-leading waste and recycling capabilities, combined with our best in class hazardous and non-hazardous waste management assets and industrial, field and emergency response services, enables us to offer Auburn University the most robust waste management solution in the marketplace. Our domestic operations are supported by six hazardous and radioactive waste landfills, 20 waste treatment facilities, three E&P landfills, seven wastewater treatment plants, 75 service centers, and 44 emergency response locations providing nationwide coverage to our customers. Our facilities are compliant, CERCLA approved, and permitted by the states we operate in as well as the EPA. Our strong compliance record, our ability to treat and manage a wide variety of waste types, and our ability to get the job done makes US Ecology (Republic Services) a company you will call to solve your most complex environmental issues.





## Sustainability in Action

### Health, Safety, and Environmental Compliance

Our Environmental, Health, and Safety (EHS) department is both centralized and decentralized. The department is structured through corporate but incorporates EHS Managers within the local service center structure. This allows for direct oversight of daily operations, but also eliminates any conflict of interest at the service center level as our local EHS professionals report directly to our corporate structure. Our full-time EHS department is led by the Vice President of Environmental, Health, and Safety and has full-time EHS Managers throughout the organization.

Dedicated Personnel to each Service Center  
OSHA 500 / 501 Certified Safety Instructors  
Certified Hazardous Materials Managers (CHMMs)  
Tenured Experience in this industry

Our EHS Managers actively engage with waste management programs, from the initial contract implementation, all the way through overall safety culture. Our commitment to health and safety is strengthened through various employee participation programs led by our Safety Managers. Employees participate in daily, weekly, and monthly safety meetings so they understand and are committed to the company's safety goals and ensure the work they perform is conducted in a safe and compliant manner. A variety of relevant safety issues are discussed at these meetings to help improve awareness, procedures, and proper equipment use.

### Onsite Chemical Management Services

US Ecology/Republic Services HHW/Lab Packing and Chemical Management Services respond to environmental concerns with an efficient and professional approach. This service is a time saving and cost-effective option for disposal of unneeded, out-of-date or unknown chemicals at educational institutions as well as industrial companies. Republic Services will protect The City of Coconut Creek from costly and dangerous waste handling mistakes.

All Republics Services/US Ecology field chemists participate in the most stringent training in the industry. Every chemist is 40-Hour OSHA HAZWOPER, Bloodborne Pathogen, CPR / First Aid, DOT certified with refresher training as required by regulation and/or company policy. Each chemist has the knowledge and experience to complete projects in a safe and cost-effective manner. Our chemists will manage your project from start to finish:

- Trained field chemists take a complete inventory of the materials to be discarded.
- Chemically compatible materials are collected, identified, and packaged together.
- Chemicals are profiled, labeled, and manifested.
- All materials are transported in DOT approved containers and permitted trucks.

Our Tampa, FL facility operates a state-of-the-art de-packing facility for the consolidation of certain flammable solvents. The de-pack booth is in an area permitted for hazardous waste storage. HHW and post-consumer quantities of flammable waste are consolidated for fuel blending. For clients preferring to prepare their own lab packs, we will provide specific guidelines for proper packaging and handling to ensure compliance with our waste acceptance protocols.



## Sustainability in Action

### Transportation and Disposal Services

Republic Services provides one of the most comprehensive transportation programs in the country. All our professional, vetted drivers are fully trained, insured, medically monitored, and have excellent driving records. Republic Services holds hazardous and non-hazardous waste transporter permits throughout the United States and parts of Canada. Our transportation fleet enables us to manage your waste from point of generation to final disposition, helping you minimize cost and liability.

We have the right equipment for every job – Republic Services maintains one of the largest and most diverse transportation fleets including:

- Vacuum Trucks (Stainless and Carbon Steel)
- Vacuum Containers / Sludge Boxes
- Roll-Off Trucks
- Van Trailers (48' to 53' lengths)
- Class B and C Box Trucks
- 21,000-Gallon Frac Tanks
- Flat Beds / Lowboy Trailers



### Other Services

Republic Services is a full service environmental company and as such has the capability to provide Auburn University with many more services ranging from oil / water separator cleanings, decontaminations, high-pressure cleaning, duct work cleanings, indoor dust remediation, vacuum truck and frac tank services, roll-offs, tank / pit / sump cleanings, confined space entry, boiler cleanings, UST / AST cleaning and removal, composting, lab packs, other related field services, and so much more, giving the City of Coconut Creek flexibility to consolidate vendors and reduce costs.



Sustainability in Action

## TAB 2 –Resources and Availability

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**HHW Operation Plan**  
**HHW Operational Staffing**  
**HHW Health and Safety Plan**  
**Emergency Response Services Overview**



Sustainability in Action

## HOUSEHOLD HAZARDOUS WASTE (HHW) OPERATIONAL PLAN

### PERSONNEL ORGANIZATION

US Ecology Tampa, Inc. (USE) has managed HHW collection events throughout the entire state of Florida for over 20 years, collecting hazardous material from residential sources as well as Very Small Quantity Generators (VSQG). As a result of managing HHW programs for a variety of counties and municipalities, USE has coordinated HHW events to suit a wide range of needs. This experience has been developed through a very cooperative effort between the host County and USE project management. USE involvement in HHW programs throughout the state of Florida is demonstrated by the project highlights referenced below:

- Efficient mobile collection operations for bi-monthly HHW events with over 1,500 vehicles (Lee County).
- Permanent HHW center operated 6 days a week, 8 hours each day staffed by full-time USE employees servicing all county hazardous waste disposal needs with various levels of participation and quantities (Orange County).
- Identification of unknown household chemicals, VSQG collection events, monthly HHW round-up events (Pinellas County).
- Coordination of VSQG business collection with permanent center cleanout (Brevard County).
- Permanent HHW center operation year-round every Wednesday and Saturday with frequent shed cleanout events (Miami-Dade County)

Previous work experience should demonstrate that USE exceeds the experience criteria necessary to operate a safe and efficient HHW collection event of varying level of participation and quantity of waste collected.

### ***Project Organization and Management***

The Household Hazardous Waste (HHW) project team typically consists of a **project manager, chemists, technicians, and drivers**. In order to ensure the efficient operation of a host County or City collection event, all USE personnel will be properly trained on all site-specific activities. EQ personnel will work hand-in-hand with host County or City staff so as to maintain an efficient and safe HHW collection. Provided below are the proposed staff and management for each host County or City HHW project.

The **Project Manager** shall be responsible for supervising and taking direct responsibility for the actions of USE personnel. The Project Manager will be knowledgeable of the terms and





## Sustainability in Action

conditions of the contract to ensure compliance with the contract. The Project Manager will oversee the consolidation and lab-packing of material to ensure that it has been properly packaged, documented and compliant for appropriate final disposal. The Project Manager will also be responsible for the prevention and cleanup of any accidental release of hazardous materials during each shipment or collection event.

All **Field Chemists** involved in the shipment or collection event shall be responsible for properly identifying and handling all waste material ready for shipment. Identification of unknown household or business material will be achieved through field Hazard Categorization (HazCat) procedures so as to assure compatible and compliant ultimate disposal. The Field Chemist shall be responsible to preparing the lab pack container contents sheets and properly label each container prior to loading. Hazardous waste manifests and Land Disposal Restriction forms will be filled out by the field chemist, representing the material to be removed from the collection event.

The **Technicians and/or Drivers** of the vehicles transporting hazardous waste will assist in the handling and segregation of materials as well as lab packing under direct supervision of a field chemist. Once the waste container has been properly packaged, the Technician will ensure that all DOT labels and placards are placed on the containers and vehicle. Additionally, technicians and other trained field personnel will assist in the offloading of waste from participants' vehicles and segregation of material for further processing. The host County or City will be assured that USE employees will handle all facets of the HHW collection events and provide safe, efficient assistance.

All USE personnel utilized for each waste shipment will present a professional image to the public and will only utilize equipment that is clean and properly maintained.

### ***Record Preparation***

All waste material removed from a host County or City removal event will comply with all state, local, and federal regulations for the transportation of the material and acceptance into a permitted hazardous waste disposal facility. Such proper tracking will be achieved through numerous record preparation documents.

First, a unique client code and profile number will be created for the generator to properly identify each waste stream and provide tracking information from "cradle to grave." Waste profiles will be created for each bulk drum that has been created identifying the constituents, chemical and physical properties, proper DOT shipping name, and all applicable EPA waste codes. Similar waste profiles will be created for all lab-pack containers. Once the containers are received at the TSDF, an electronic bar code will be affixed on each drum and tracked with hand-held scanners. This electronic bar code system will assist in the proper tracking of all containers shipped from the HHW facility to its ultimate disposal.

Container contents sheets will accompany each lab-pack container so as to identify each individual container constituents and sizes. One copy of each container contents sheet will be issued to the City at the time of shipment. RCRA labels and the appropriate DOT placard will accompany each drum identifying by proper shipping name the contents of each drum. As each



## Sustainability in Action

individual container is numbered, a “drum log” will be created listing each waste category, drum size, and intended method of disposal. The drum log will assist in the proper billing and container tracking. A uniform hazardous waste manifest will be created with continuation pages as necessary with all drums prepared for shipment with individual tracking number. Land Disposal Restriction form will be created for each manifest line item and EPA waste code identifying that the material is restricted from land disposal without prior treatment.

Following each waste shipment, a Certificate of Disposal will be sent within 45 days of receipt at the USE TSDF. This certificate will show, in even further detail, the tracking information from “cradle to grave” to ensure that all waste has been handled and disposed of as fully regulated materials as specified in the Scope of Work and/or contract requirements.

All manifests, LDR forms, container contents sheets, and certificates of destruction for all materials transported from the collection site shall be maintained at the USE office for at least six years.



Sustainability in Action

## HOUSEHOLD HAZARDOUS WASTE (HHW) OPERATIONAL PLAN

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## Sustainability in Action

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## Sustainability in Action

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All manifests, LDR forms, container contents sheets, and certificates of destruction for all materials transported from the collection site shall be maintained at the USE office for at least six years.

## **Republic Services – Tampa Facility**

### **HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION EVENT HEALTH AND SAFETY PLAN**



## **Republic Services – Tampa Facility**

7202 East 8<sup>th</sup> Avenue  
Tampa, Florida, 33619  
Phone (813) 319-3400

OPS-WI-012-FLA  
Effective Date: 9/3/18

[illegible]

## 1.0 Introduction

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### 1.1 Objective

This Health and Safety Plan (HASP) establishes the work practices necessary to help ensure protection of US Ecology Tampa, Inc., (**Contractor**) and associated personnel, during Household Hazardous Waste Collection events. Specifically, these activities include the following:

1. Set-up and tear down and of the work site,
2. Collection/handling of household hazardous wastes,
3. Segregation/consolidation of Wastes,
4. Packaging, manifesting, and labeling waste for transportation, and
5. Transportation and disposal of wastes.

The objective of this plan is to provide a mechanism for the establishment of safe working conditions at the site. The safety organization and procedures have been established following an analysis of potential hazards at the site. Specific hazard control methodologies have been evaluated and selected in an effort to minimize the potential of accident or injury.

All site operations will be performed in accordance with applicable federal, state, and local regulations and procedures, OSHA requirements, and client requirements. The **Contractor's** personnel shall comply with the requirements of this plan.

### 1.2 Site/Facility Description

The site will be set up to provide for the safe and efficient collection, transfer, and off site shipment of household hazardous waste (HHW). This will involve a traffic flow plan and the establishment of an area for the proper identification and segregation of the wastes collected. Wastes will be placed into DOT approved containers, packaged, labeled, manifested, loaded and transported in accordance with all applicable state and federal regulations. Prior to beginning any waste collection, all personnel will be briefed on the location of needed safety equipment; appropriate handling methods and emergency actions as described in this plan.



### 1.3 Contractor's Policy

It will be the policy of the **Contractor** to provide a safe and healthy work environment for all employees and associated personnel. The **Contractor** will consider no phase of operation or administration to be of greater importance than injury and illness prevention and that safety takes precedence over expediency or shortcuts. Every accident and every injury shall be considered avoidable and every reasonable step to reduce the possibility of injury, illness, or accident taken.

This Health and Safety Plan prescribes the procedures that must be followed by all site personnel while performing waste collection activities. Operational changes which could affect the health or safety of personnel, the community, or the environment will not be made without prior approval of the **Contractor's Project Manager**.

The provisions of this plan are mandatory to all **Contractors** and associated personnel assigned to the project. The **Contractor** will require that all visitors to the work site to abide by these procedures. Work conditions can change as operations progress. The **Contractor's** Quality, Environmental, Health and Safety Manager (QEHS Manager) will provide written addenda to this Health and Safety Plan when changes warrant. No changes to the plans will be implemented without prior approval of the **Contractor's** QEHS Manager or his authorized representative.

### 1.4 References

This Health and Safety Plan complies with applicable Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations. This plan follows the guidelines established in the following documents:

1. Title 29 of the Code of Federal Regulations, Part 1910.120 (29 CFR 1910.120); (US DOL/OSHA).
2. Title 29 of the Code of Federal Regulations, Part 1926; (US DOL/OSHA).
3. US Ecology Tampa, Inc. Household Hazardous Waste Training Manual
4. US Ecology Tampa, Inc. Corporate Safety Policy Manual

## 2.0 Responsibilities

---

### 2.1 All Personnel

All personnel are responsible for continuous adherence to these health and safety procedures during the performance of their work. No person may work in a manner that conflicts with the intent of, or the inherent safety and environmental precautions expressed in these procedures. After due warnings, the **Contractor** will dismiss from the site any person who violates safety procedures. The **Contractor's** employees are subject to progressive discipline and may be terminated for continued violations. All on site personnel will be trained in accordance with this document.

### 2.2 Project Manager (Specifically assigned person for each event)

The **Project Manager** designated by the **Contractor** has the ultimate responsibility to stop any operation that threatens the health or safety of the team or surrounding populace or causes significant adverse impact to the environment. Other responsibilities include but are not limited to:

1. Implementing all safety procedures and operations on site;
2. Observing work party members for symptoms of on site exposure or stress;
3. Upgrading or downgrading the levels of personal protection based upon site observations;
4. Informing the Compliance & Safety Manager of significant changes in the site environment that require equipment or procedure changes;
5. Arranging for the availability of on site emergency medical care and first aid, as necessary; and
6. Ensuring that all project activities are completed in accordance with requirements set forth in this plan.

### 2.3 Site Supervisor

The **Site Supervisor** designated by the **Contractor** supervises all contracting activities at the site and is responsible for field implementation of the Health and Safety Plan. This includes communicating site requirements to all personnel, ensuring field

supervisors and subcontractors enforce all provisions of the plan, and consulting with the **Project Manager** regarding changes to this Health and Safety Plan.

Other responsibilities include:

1. Reading and becoming familiar with this Health and Safety Plan;
2. Enforcing the Health and Safety Plan and other safety regulations
3. Determining evacuation routes, establishing and posting local emergency telephone numbers, and arranging emergency transportation
4. Ensuring that all site personnel and visitors have received the proper training and medical clearance prior to entering the site
5. Presenting tailgate safety meetings and maintaining attendance logs and records

## **2.4 Other Site Personnel**

All on-site personnel are responsible for understanding and complying with all site requirements. It is the **Contractors** responsibility to ensure that his/her personnel has received the proper safety training and are fully qualify to meet the requirements of this Health & Safety Plan. All on site personnel are required to follow the guidelines established in this Health and Safety Plan so that injury to themselves or others can be avoided. Personnel that are not properly trained or wearing proper safety equipment (safety glasses/ gloves/required clothing) should not be in collection work areas or be allowed to handle chemicals.

## **2.5 On Site Personnel and Visitors**

All on-site personnel and visitors are required to comply with the provisions of this Health and Safety Plan and all applicable federal, state, and local regulations. Each person is responsible for their own health and safety, for completing tasks in a safe manner and for reporting any unsafe acts or conditions to his supervisor or the **Contractor's** representative. Personnel will monitor themselves and their fellow employees for signs and symptoms of heat/cold stress and chemical exposure.

### 3.0 Job Hazard Analysis

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#### 3.1 Scope of Work

The scope of work includes Set-Up and Tear Down and of the Work Site, Collection/Handling of Household Hazardous Wastes, Segregation /Consolidation of Wastes, Packaging, Manifesting, and Labeling Waste for Transportation, and Transportation and Disposal of Wastes.

#### 3.2 Job Hazard Assessment

The Hazard Assessment identifies potential safety, health, and environmental hazards and provides for the protection of personnel, the community and the environment. The assessment is divided by task to convey the hazards associated with each portion of the operation. Due to possible unforeseen conditions, supervisors must continually inspect the work site to identify hazards, which may harm site personnel, the community, or the environment.

Contamination related to virtually any chemical hazard include, but are not limited to, corrosive, poison, flammable and reactive chemicals of all types. It must be noted that the presence of undetected contamination is possible and corrective measures should be implemented if contaminated material is found to be present. Bodily contact with chemicals will be avoided at all times. If at any time a person comes in contact with any chemical, they will be decontaminated immediately.

The **Contractors** and other site personnel shall be familiar with the hazards, and strictly adhere to the appropriate safety procedures. The potential hazards and the appropriate controls shall be presented to the personnel during the daily Tailgate Safety Meeting.

#### **Site Set up and Tear Down**

This scope of work involves the placement of tools and equipment onto the site from transport vehicles to allow for safe and efficient HHW operations. Site tear down is the placement of all tools and equipment back onto the transport vehicles when activities have been completed.

Physical Hazards - During the set up and loading phases of this activity workers can be struck by the lift gate and falling equipment (drum cart, drums, plastic push carts, tools etc.) used at the site. All vehicles used on the site will use a spotter when backing up to warn workers that a vehicle is moving in reverse and to help the driver avoid hitting anything. Excessive noise exposure can cause fatigue. OSHA limits worker noise exposure to 90 dBA for an eight hour period. Hearing protection will be worn when loud noise exists. Safe lifting practices should be used and hands protected with leather gloves. Workers near the lift gate will wear steel-toed boots. When possible, vehicles should be placed in close proximity to the area where items will be used to minimize the distance loads are carried. Heat stress should be monitored.

Chemical Hazards - During this phase minimal chemical hazard exists. As a precaution the following practices must be followed:

1. Personnel should not eat, drink, chew gum or tobacco, smoke or perform any practice that might increase hand to mouth transfer of materials from gloves, unwashed hands or equipment. Although chemicals may not be present during this phase, establishing eating and smoking areas at the onset of operations is preferred.
2. Personnel should avoid unnecessary contact with materials from the site.

### **Collection/ Handling of Household Hazardous Wastes**

This scope of work will require the physical handling of a variety of wastes from the vehicles in the drop off area to the plastic wheeled carts. Chemicals on the carts will be processed through the Segregation /Consolidation Area for packaging and shipment off site.

Physical Hazards - During this phases of this activity workers can be struck by vehicles entering and leaving the site, or by other equipment (drum cart, drums, plastic push carts, tools etc.) used at the site. Attention must be given to vehicles entering and leaving the site. Personnel should avoid getting in front of or behind vehicles until they have come to a complete stop and it is known that they are in park, a brake has been set or the vehicle has been turned off. Personnel can be crushed between vehicles or run over by tires. A constant awareness of these hazards is needed while performing tasks in this area. Proper lifting techniques must be used while removing containers



from vehicles. Back injury can occur from improper lifting or by lifting excess weight. Personnel should use their legs and only lift weight that they are capable of. Broken glass, rusted metal and sharp edges or items may be present. Care should be taken to avoid cutting injuries from these and other sources. During this phase the following safety equipment will be worn at a minimum.

1. Gloves
  - a. Leather Gloves - loading/ unloading operations
  - b. Latex Gloves - field chemist, light duty container handling
2. Safety Glasses
3. Long Pants, closed toe shoes and shirts covering the upper body and upper arms must also be worn.

Chemical Hazards - During this phase many chemical hazards exist. As a precaution the following practices must be followed:

1. Attention to container condition (box bottoms can collapse, jar and can tops can be loose)
2. Personnel should not eat, drink, chew gum or tobacco, smoke or perform any practice that might increase hand to mouth transfer of materials from gloves, unwashed hands or equipment.
3. Personnel should avoid unnecessary contact with materials from the site. (Avoid loose powdered chemicals, place them in bags, and stand up wind)
4. All materials will be handled in a manner that minimizes the possibility for release. **Do not throw, drop or otherwise mishandle any item on site.**

#### **Segregation/Consolidation of Wastes and (4) Packaging, Manifesting and Labeling Wastes**

This scope of work will require the physical handling of a variety of wastes from the push carts onto the segregation tables and into drums and other containers. The carts will be processed through the Segregation /Consolidation Area for packaging and shipment off site. It is paramount that items be properly identified so that they can be packaged with compatible items. If at any time a chemical can not be identified the senior field chemist will determine proper handling of the material. Drums will be

packed with sufficient packing material to prevent inner containers from breaking during transport. Proper manifests, labels and other associated paperwork will also be done.

Physical Hazards - During this phases of this activity workers can be struck by equipment (drum cart, drums, plastic push carts, tools etc.) used at the site. Personnel must remain aware of these hazards while performing tasks in this area. Proper lifting techniques must be used while removing containers from carts. Back injury can occur from improper lifting or excess weight is lifted. Personnel should use their legs and only lift weight that they are capable of. Broken glass, rusted metal and sharp edges or items may be present. Care should be taken to avoid cutting injuries from these and other sources. Removing and replacing drum lids can injure fingers and hands; care must be taken to avoid this hazard. During this phase the following safety equipment will be worn at a minimum.

1. Gloves
  - a. Leather Gloves - loading/ unloading operations
  - b. Latex Gloves - field chemist, light duty container handling
2. Safety Glasses
3. Long Pants, closed toe shoes and shirts covering the upper body and upper arms must also be worn.

Chemical Hazards - During this phase many chemical hazards exist. As a precaution the following practices must be followed:

1. Attention to container condition (box bottoms can collapse, jar and can tops can be loose)
2. Personnel should not eat, drink, chew gum or tobacco, smoke or perform any practice that might increase hand to mouth transfer of materials from gloves, unwashed hands or equipment.
3. Personnel should avoid unnecessary contact with materials from the site. (Use caution when reaching into drums, vapors may accumulate)

## **Transport and Disposal of Wastes**

This scope of work will require the proper loading and securing of wastes onto transport vehicles.

Physical Hazards - Filled drums can weigh several hundred pounds and can crush hands, fingers and feet. During this phases of this activity workers can be struck by the lift gate and other equipment (drum cart, drums, plastic push carts, tools etc.) used at the site. All personnel will demonstrate their competence to the site supervisor in the requirements of operating the lift gate and all associated equipment and accessories prior to operating this equipment. Wear steel-toed boots near lift gate; protect hands with leather gloves. All vehicles used on the site will use a spotter when backing up to warn workers that a vehicle is moving in reverse and to avoid accidents. Excessive noise exposure can cause fatigue. OSHA limits worker noise exposure to 90 dBA for an eight hour period. Hearing protection will be worn when loud noise exists. Continue to monitor for heat stress.

Chemical Hazards - During this phase minimal chemical hazard exists, as all wastes will be sealed inside DOT approved containers. As a precaution the following practices must be followed:

1. Personnel should not eat, drink, chew gum or tobacco, smoke or perform any practice that might increase hand to mouth transfer of materials from gloves, unwashed hands or equipment.
2. Personnel should avoid unnecessary contact with materials from the site.

### **3.3 Heat Stress Signs and Symptoms**

**During the performance of all tasks attention must be given to the effects of heat related injury.** Heat stress effects range from transient heat fatigue to serious illness and death. Heat stress is caused by several interacting factors, including environmental conditions, clothing, work load, and the individual characteristics of the worker. Because heat stress is the most common and potentially serious illness at hazardous waste sites, preventive measures and alertness to the signs and symptoms are vital.

*NOTE - Individual temperature heat stress monitoring should begin if personnel PPE includes Tyvek coveralls, and the ambient temperature exceeds 70°F*

Heat Rash – Heat rash is caused by continual exposure to heat and humid air, and aggravated by chaffing clothes. Heat rash decreases a person's ability to tolerate heat as well as becoming an irritating nuisance.

Heat Cramps - Heavy sweating and inadequate electrolyte replacement cause Heat cramps. Signs and symptoms include muscle spasms and pain in the hands, feet, and abdomen.

Heat Exhaustion - Heat exhaustion occurs from increased stress on various body organs including inadequate blood circulation due to cardiovascular insufficiency or dehydration. Signs and symptoms include:

1. Pale, cool, moist skin
2. Heavy sweating
3. Dizziness, nausea
4. Fainting.

If any of these conditions exist, rest in a cool area and drinking cool (not too cold) water will help the victim. **If at any time someone becomes unconscious call 911 immediately.**

Heat Stroke - Heat stroke is the most serious form of heat stress. Temperature regulation fails and the body temperature rises to critical levels. **Immediate action must be taken to cool the body before serious injury or death occurs.** Competent medical help must be obtained immediately. This is a true medical emergency. Signs and symptoms are:

1. Red, hot, usually dry skin
2. Lack of or reduced perspiration
3. Nausea
4. Dizziness and confusion
5. Strong, rapid pulse initially
6. Coma.

### **3.4 Hazardous and Toxic Materials**

This section discusses the hazards associated with materials that are likely to be found in the work areas. For detailed information regarding these materials, see Attachment B - Material Safety Data Sheets.

The potential chemical hazards involved at the site are related to household hazardous wastes. These hazards may include corrosives, poisons, flammable and reactive wastes of all kinds. The most likely hazard is accidental physical contact from spilled or leaking materials. Prolonged or repeated liquid contact with the skin can irritate burn or defat the skin. Inhalation can result in nausea or irritation. Contact with the eyes or ingestion can also cause irritation or injury. Personnel should avoid contact through proper handling and the use of protective gloves and safety glasses. If at any time personnel come in contact with chemicals they should be immediately decontaminated by removing the chemical and washing the affected area. Personnel should constantly watch one another for signs of chemical exposure or stress.



## 4.0 Hazard Control Program

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The following procedures are mandatory for all **Contractor** personnel. All site visitors entering the work areas must follow these procedures. Personnel not following procedures will be warned. If they refuse to follow these procedures, they will be escorted from the site.

### 4.1 General Practices

All information regarding work to be performed, emergency procedures, and health and safety hazards will be reviewed before the work begins during a daily Tailgate Safety meeting. No work will be performed before this meeting has taken place. At least one copy of this plan shall be available at the job work site.

Only authorized personnel will be permitted in the work area. All visitors shall check in with the **Contractor** and/or client's representative.

All personnel entering the site shall be thoroughly briefed on the hazards, equipment requirements, safety practices, emergency procedures, and communication methods.

Protective equipment will be used for various stages of the operation as needed. The minimum level of protection will be long pants, closed toe shoes, shirt that covers upper body and arms, safety glasses and protective gloves. This may be upgraded depending upon the degree of hazard.

No food, beverages, tobacco products shall be present, consumed or used near the work area. Taking medication, smoking, or applying cosmetics near the work area is also prohibited. Before eating, drinking, or smoking, employees shall remove outer protective garments and wash their hands.

Containers shall be moved only with the proper equipment and shall be secured to prevent dropping or loss of control during transport.

All operators of equipment used on site will be familiar with the requirements for inspection and operation of such equipment. Unfamiliar operations shall be discussed with affected employees before beginning work. The site supervisor will be responsible

to check the proficiency of the operator. Any employee not willing to comply with this or any other H&S procedure will be subject to disciplinary action.

No electrical equipment will be permitted in areas where a flammable atmosphere may exist. All static ignition sources will be identified and eliminated by the use of bonding and grounding techniques.

Material Safety Data Sheets (MSDS) will not be available for every chemical product on site. MSDSs will be available for each hazard "type". This information will be made readily available to all employees upon request and stored in a central location. All containers of any chemical products will be properly labeled to prior to shipment off site.

#### **4.1.1 Buddy System**

All on site personnel shall use the buddy system. Buddies shall maintain visual contact with each other. Personnel must observe each other for signs of heat stress or toxic exposure such as:

1. Changes in complexion and skin discoloration.
2. Changes in coordination or demeanor.
3. Excessive salivation and papillary response.
4. Changes in speech pattern.

Personnel shall inform their supervisor of non-visual effects of toxic exposure such as:

1. Headaches, dizziness, and blurred vision.
2. Nausea and cramps.
3. Irritation of eyes, skin, or respiratory tract.

#### **4.1.2 Fall Protection**

Walking and working surfaces may become wet and slippery during some of these tasks. Use extra caution when working on these surfaces.

## **4.2 Project Specific Practices**

Traffic cones, caution tape, barricades, or other means must be used to define the vehicle drop off area. All onsite personnel involved with the handling of drums or the lift gate must wear steel toed safety shoes, leather gloves and safety glasses. Long pants, shirts that cover the upper body and arms, closed toe shoes; gloves and safety glasses is the minimum protective equipment to be worn by all workers and visitors in the work area.

## **4.3 Hearing Conservation**

All on site personnel shall wear hearing protection (E.A.R. foam inserts or equivalent) when operating earthmoving equipment or whenever noise levels exceed 85. All personnel required to wear hearing protection shall receive baseline and annual audiograms and training on the causes and prevention of hearing loss.

## **4.4 Contractor's Responsibility for Work Area**

### **4.4.1 Sanitation**

The **Contractor's** employees will keep the work and support areas neat and orderly and free of trash and debris. Toilet facilities will be made available for site workers.

### **4.4.2 Potable Water Supply**

If the facility does not have a water supply available then potable water will be carried to the site for use during decontamination, employee cleanup and drinking.

## 5.0 Personal Protective Equipment

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The personal protective equipment (PPE) outlined below has been selected according to the site characterization and analysis, job tasks, site hazards, intended use and duration of potential employee exposures. Maintenance and storage of PPE, decontamination, donning and doffing procedures, inspection and monitoring of effectiveness and limitations are outlined in this section.

### 5.1 Levels of Protection

The level of protection used during HHW collection activities is based according to the task being performed and site specific conditions. Levels of protection will be changed whenever site conditions change. They can either be increased to the next higher level or decreased to the next lower level. The decision to change levels of protection will be made by the **Contractor's Site Supervisor** with input from the **Project Manager**. However, if the need arises to protect health and safety or at employee's request, the **Contractor's** Site Supervisor can upgrade protection levels without input from the **Project Manager**. He will then discuss the decision with the **Project Manager** when he is available. Levels of protection will not be downgraded without prior approval from the **Project Manager**.

#### 5.1.1 Level D Protection at HHW Sites

The minimal level of protection that will be required of the **Contractors** and other site personnel in the work area at the site will be Level D. The following equipment will be used for Level D protection:

1. Coveralls or work clothing. Minimum of long pants and a shirt that covers the upper body and arms.
2. Boots or closed toe shoes - with steel toes (drum handling and lift gate area), latex overboots (if area is heavily contaminated)
3. Safety glasses or goggles.
4. Chemical resistant nitrile, PVC, latex or surgical protective gloves or leather work gloves with under gloves as necessary.
5. All personnel will employ hearing protection if previous noise meter readings exceeded 85 dB, as according to OSHA 1910.95.

## 6.0 Site Control

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Site control requires establishing specific measures to prevent unauthorized entry onto the site and to protect all personnel entering the site from recognized safety and health hazards. The following measures are mandatory:

### 6.1 Authorization to Enter

The **Contractor's Project Manager** and **Site Supervisor** may grant authorization to enter the site. Access to contaminated work areas is regulated and limited to authorized and properly trained personnel. Only those who have completed the required training and safety briefing will be allowed to enter and/or work. Each person should be asked if any known sensitivity to chemicals is known to exist, these personnel will not get near any chemical handling areas. Representatives from regulatory agencies will be permitted to enter the site at any time during business hours or at other reasonable times by appointment to conduct official business provided they have completed the required training and medical requirements. Representatives of the news media and other visitors must receive authorization from the client and USLF representatives before entry.

### 6.2 Hazard Briefing

The Site Supervisor shall brief this Health and Safety Plan to all personnel entering the site to inform them of potential site health and safety hazards and procedures specific to this site. All personnel shall acknowledge this briefing by signing the Health and Safety Plan.

### 6.3 Entry Log

The Site Supervisor keeps a daily roster of all USLF on site personnel. The Site Supervisor records the time of arrival and departure from the site for each person. **All visitors will print, sign and date the site Health and Safety Plan Acknowledgment, after reviewing it prior to entry.**



#### **6.4 Entry Requirements**

All personnel entering the work site will use the proper personal protective equipment.

All personnel leaving the site will use appropriate decontamination methods and observe the mandatory decontamination procedures.

## **7.0 Decontamination**

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### **7.1 Contamination Control Zones**

The **Project Manager** shall establish contamination control zones for the project based on the location and extent of contamination, accessibility, and site control. Normally this will be limited to monitoring the work areas for unauthorized personnel. Traffic cones will be used in the vehicle drop off area.

### **7.2 Decontamination General Rules**

1. A location outside of the work areas shall be designated as the break area. Employees shall proceed through personal decontamination before eating, drinking or smoking.
2. The Site Supervisor shall monitor the effectiveness of the decontamination/clean up procedures should take appropriate steps to correct any deficiencies or modify the plan as needed.

### **7.3 Equipment Decontamination**

Equipment (Carts, tools, etc) must cleaned and decontaminated prior to and after use. The purpose of the Decontamination Areas is to limit the spread of contamination by contaminated personnel, tools, equipment and materials from the work areas. Any person, tool, equipment or material that has been contaminated must be cleaned before leaving the work site. Decontamination of all equipment will be performed on site.

## **8.0 Emergency Procedures**

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### **8.1 Emergency Response**

The objective of emergency response actions is to minimize adverse health risks to site workers, the environment and the local community. The Project Manager or assigned representative will perform as Health and Safety Coordinator and/ the site emergency coordinator.

Responsibilities - The site emergency coordinator will have the responsibility for directing the response activity in the event of an emergency. The responsibilities are described below:

1. Assess the emergency situation.
2. Determine the required response measures and inform the client representative.
3. Notify the appropriate response teams of the specific action that will be taken upon request.
4. Determine and coordinate the on-site personnel actions for the particular emergency situation.
5. Contact and coordinate with appropriate governmental or regulatory agency.
6. Act as liaison between responding agencies and site personnel.
7. Immediately complete the US Ecology Tampa, Inc. Injury Report (Attachment D) form upon occurrence of the accident or incident involving any injury.
8. The emergency coordinator will notify the Project Manager and the Safety Coordinator of any incident.

The emergency coordinator has the authority to commit resources as needed to contain and control released material and to prevent its spread to off site areas.

### **8.2 Medical Emergency**

Paramedics will be summoned without delay in the event of a medical emergency. The emergency coordinator stays on the line with the 911 operator until the 911 operator hangs up.

Worker Injury - If a person working in an area is physically injured, American Red Cross first-aid procedures will be followed. Depending upon the severity of the injury or illness, emergency medical response may be obtained accordingly. If the person can be moved, that person will be taken to a location from the work area where emergency first aid treatment can be administered. The local emergency medical facility should be contacted along with an ambulance.

If the injury to the worker is of chemical nature, the following first-aid procedures will be instituted as soon as possible:

1. Eye Exposure - If contaminated material gets into the eyes, the eyes will be flushed immediately at the eyewash station using copious amounts of water while lifting up the lower and upper eyelids. The eyewash station will have a minimum of 15 minutes of flush capability.
2. Skin Exposure - If contaminated sludge or corrosive liquid material gets on the skin, the affected area will be washed with soap or mild detergent.
3. Inhalation - If an individual inhales a volume of toxic or corrosive vapors, the employee will be removed to fresh air at once. If breathing has stopped, artificial respiration will be performed on the affected individual until medical attention can arrive on scene and transport the patient to the nearest medial facility.
4. Ingestion - In the event a person ingests a toxic liquid or solid material, medical attention shall be obtained at once. Do not induce vomiting if gasoline, see MSDS for chemical "type" in Attachment B for further information, and call 911 for assistance.

### **8.3 Reporting Injuries and Illnesses**

Employees report all injuries to their supervisor immediately and report illnesses as soon as the employee knows he is sick. Supervisors submit completed injury report within 24 hours of the occurrence. If there is any indication that the illness is work-related, the supervisor will submit a completed report within 24 hours after being notified by the employee.

## **8.4 Emergency Information**

Injuries that do not require ambulance transport can be treated on site using the first aid kit. In addition, a Site and Hospital Location Map is presented in Attachment A.

Emergency Phone Numbers include the following:

1. Fire                911
2. Police            911
3. Rescue           911

### **8.4.1 Key Personnel**

US Ecology Tampa, Inc. Office (813) 319-3400 or (800) 624-5302

General Manager: Don Locke

Phone: 813-319-3410 Cell: (813) 347-3484

QEHS Manager: Ken Dean

Phone: 813-319-3433 Cell: (813) 748-4403



## **Attachment A**

### **Site and Hospital Location Maps**

## **Attachment B**

### **Material Safety Data Sheets**

## **Attachment C**

### **HHW Training Manual**

## **Attachment D**

### **US ECOLOGY TAMPA, INC. Incident Report**

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**24/7**

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**2 Hour**

RESPONSE TIME

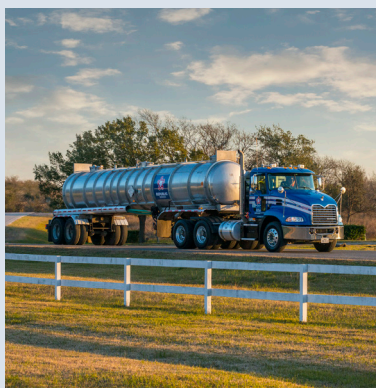


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YEARS OF EXPERIENCE



HUNDREDS  
OF RESPONSE  
LOCATIONS



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We deploy the right resources quickly with a target mobilization time of 2 hours or less. This means fewer costs and less environmental and operational impact.



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## Trust Us to Care for You

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### **TAB 3 – References, Contact Names & Additional Information**

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#### **Key Contact Names & Responsibilities**

**US Ecology W-9**

**FL SunBiz Certification**

**Certificate of Insurance**

**US Ecology Tampa Permits**

## REFERENCES

### Household / Emergency Hazardous Waste Collection and Disposal Services

Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:

**1. Name of Firm or Agency:** Hillsborough County BOCC – Solid Waste Division

Address:

City/State/Zip: 322 N. Falkenburg Road, Tampa, FL 33619

Contact: Larry Sinatra

Title: Senior Supervisor/Household Hazardous Waste

Telephone: (813) 209-3042

Email: SinatraL@HCFL.Gov

Start Date: 6/30/2022 End Date: 6/30/2025

Scope of Work: Three mobile HHW Collections per month (3 Different permanent sites) including lab packing waste disposal and emergency response. Over the course of several contracts, Republics Services (US Ecology Tampa, Inc.) has been providing HHW services Hillsborough County for more than 15 years.

**2. Name of Firm or Agency:** Indian River Solid Waste

Address: 1325 74<sup>th</sup> Ave. SW,

City/State/Zip: Vero Beach, FL 32968

Contact: Antowain Person

Title: Landfill Foreman/Supervisor

Telephone: (772) 226-3207

Email: aperson@ircgov.com

Start Date: 6/30/2022 End Date: 6/30/2025

Scope of Work: Republic Services provides mobile HHW Collections quarterly with supplemental VSQG collection events including lab packing waste disposal and emergency response. Over the course of several contracts, Republics Services (US Ecology Tampa, Inc) has been providing HHW services Indian River County for more than 10 years.

**3. Name of Firm or Agency:** Collier County BOCC/Solid & Hazardous Waste Management

Address: 3728 White Lake Blvd.

City/State/Zip: Naples, FL 34117

Contact: Phil Snyderburn

Title: Environmental Manager

Telephone: (329) 252-5081

Email: phil.snyderburn@colliercountyfl.gov

Start Date: 2019 End Date: 2024

Scope of Work: Republic Services provides mobile HHW Collections twice annually and biweekly collections/cleanouts at permanent site with supplemental VSQG collection events including lab packing waste disposal and emergency response. Over the course of several contracts, Republics Services (US Ecology Tampa, Inc) has been providing HHW services Collier County for more than 14 years. Republic Services was recently awarded a new 3-year contract commencing July 2024

**Note: Proposer is responsible for verifying correct & current information. Failure to provide accurate data may result in the reference not being considered.**



## Sustainability in Action

### CONTACT NAMES & TITLES OF RESPONSIBLE FOR NEGOTIATIONS AND OPERATIONS OF THE CONTRACT SOW

US Ecology (USE), a Republic Services company, understands that Collier County, needs an experienced, knowledgeable team and management staff and to provide transportation, storage, handling, treatment, recycling, and disposal of hazardous wastes and other regulated chemical wastes generated by or collected through the Collier County Hazardous Materials Management Program and other locations as the need arises.

As evidence of the importance of this contract to US Ecology, we have in place a team of environmental professionals that includes key personnel with experience to provide Collier County with the service that exceeds the requirements detailed in the Statement of Work (SOW). Individual Roles and Responsibilities are identified below:

#### Proposal and Contract Concerns

Richard R. Kaiser II

Operations Supervisor ES

Direct: (813) 319-3415

Cell: (404) 916-0459

Email: [RKaiser@republicservices.com](mailto:RKaiser@republicservices.com)

#### Project Management

Harold Jimenez

Lab Pack/HHW Operations Supervisor

Direct: (813) 319-3391

Cell: (813) 618-1739

Email: [HJimenez@republicservices.com](mailto:HJimenez@republicservices.com)

#### Customer Service

Amy Salla

Technical Service Support II

Direct: (813) 319-3398

Email: [ASalla@republicservices.com](mailto:ASalla@republicservices.com)

#### Health & Safety Support

Ryan Napier

Safety Manager

Direct: (561) 660-0395

Email: [Rnapier@republicservices.com](mailto:Rnapier@republicservices.com)

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Republic Services, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>US Ecology Tampa, Inc. (EIN: 20-0414157)</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) <b>D</b>  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>18500 N Allied Way</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Phoenix AZ 85054</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	5	-	0	7	1	6	9	0	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1-3-24</b>
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### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation  
US ECOLOGY TAMPA, INC.

### Filing Information

<b>Document Number</b>	F03000006003
<b>FEI/EIN Number</b>	20-0414157
<b>Date Filed</b>	12/04/2003
<b>State</b>	MI
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	07/11/2018
<b>Event Effective Date</b>	NONE

### Principal Address

18500 North Allied Way  
Phoenix, AZ 85054

Changed: 04/26/2023

### Mailing Address

18500 North Allied Way  
Phoenix, AZ 85054

Changed: 04/26/2023

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title Director

Goebel, Brian A.  
18500 North Allied Way  
Phoenix, AZ 85054

Title President



Brummer, Gregg K K.  
18500 North Allied Way  
Phoenix, AZ 85054

Title VP

Nickerson, John B.  
18500 North Allied Way  
Phoenix, AZ 85054

Title VP

Thomson, Jennifer L.  
18500 North Allied Way  
Phoenix, AZ 85054

Title VP

Wilhoit, Adrienne W.  
18500 North Allied Way  
Phoenix, AZ 85054

Title VP

Kang, Richard D.  
18500 North Allied Way  
Phoenix, AZ 85054

Title VP

Macaluso, James M.  
19 National Drive  
Franklin, MA 02038

Title VP, Tax

Focazio, Lawrence D.  
18500 North Allied Way  
Phoenix, AZ 85054

Title Secretary

McKeon, Lauren  
18500 North Allied Way  
Phoenix, AZ 85054

Title Assistant Secretary

Nickerson, John B.  
18500 North Allied Way  
Phoenix, AZ 85054

**Title Assistant Secretary**

Thomson, Jennifer L.  
18500 North Allied Way  
Phoenix, AZ 85054

**Title Assistant Secretary**

Wilhoit, Adrienne W.  
18500 North Allied Way  
Phoenix, AZ 85054

**Title Treasurer**

Boyd, Calvin R.  
18500 North Allied Way  
Phoenix, AZ 85054

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	04/24/2021
2022	03/24/2022
2023	04/26/2023

**Document Images**

<a href="#">04/26/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/28/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/11/2018 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2014 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/03/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/21/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/13/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">12/04/2003 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>
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## CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 18

DATE (MM/DD/YYYY)  
11/02/2023

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

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

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Co. of North America	
	INSURER C: Illinois Union Insurance Company	
INSURER D: ACE Property & Casualty Insurance Company		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 2364814

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G47334433	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/>			ISA H10735786	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G46782148 007	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A A A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below Contractor's Pollution Liability:			WLR C50710397 - AOS WLR C50710324 - OR SCF C5071049A - WI WCU C50710555 - OH XS TNS C66934172 - TX NS/XS	06/30/2023 06/30/2023 06/30/2023 06/30/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 6608 - Named Insured Includes: US Ecology Tampa Inc.

## CERTIFICATE HOLDER

Collier County Board of County Commissioners  
3395 Tamiami Trail East  
Naples, FL 34112  
United States

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ADDITIONAL REMARKS SCHEDULE

Page 2 of 18

<b>AGENCY</b>		<b>NAMED INSURED</b>	
<b>POLICY NUMBER</b> See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
<b>CARRIER</b> See First Page	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS****CERTIFICATE NUMBER: 2364814****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

Medical Payment coverage is available under the General Liability policy only when required by written agreement and limited to the amount required in the agreement or the maximum sublimit found within the General Liability policy, whichever is less.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50710397 and stop gap coverage for OH is covered under policy no. WCU C50710555 as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66934172) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Thirty (30) day notice of cancellation in favor of Certificate Holder from First Named Insured.

**Contractor's Pollution Liability Details of Cover:**

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-00 - \$25MM -- 06/30/23 - 06/30/24

**Applicable to Contractor's Pollution Liability Coverage Parts Only:**

\$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition

\$25,000,000 - Claims Expense Limit for Each Claim

\$25,000,000 - General Aggregate Limit

\$25,000,000 - Claims Expense Aggregate Limit

**Applicable to Professional Liability Coverage Parts Only:**

\$25,000,000 - Damage Limit for Each Claim or Wrongful Act

\$25,000,000 - Claims Expense Limit for Each Claim

\$25,000,000 - General Aggregate Limit

**ADDITIONAL REMARKS SCHEDULE**

Page 3 of 18

<b>AGENCY</b>		<b>NAMED INSURED</b>	
<b>POLICY NUMBER</b> See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
<b>CARRIER</b> See First Page	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>	

**ADDITIONAL REMARKS****CERTIFICATE NUMBER: 2364814**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: PO Number: 4500220482



**NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Republic Services, Inc.			Endorsement Number 210
Policy Symbol ISA	Policy Number H10735786	Policy Period 06/30/2023 TO 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**BUSINESS AUTO COVERAGE FORM**

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G47334433	Policy Period 06/30/2023 to 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

**Additional Insured Endorsement**

CG2026; CG2010; CG2037

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



Authorized Agent



## Additional Insured

### Coverage B: Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
PEC-0792830-00	6/30/2023	6/30/2024	6/30/2023	9509115	n/a	n/a

**Named Insured and Mailing Address:**

REPUBLIC SERVICES INC  
18500 N ALLIED WAY  
PHOENIX, AZ 85054-6164

**Producer:**

ALLIANT INSURANCE SERVICES, INC.  
2000 WEST LOOP S STE 2150  
HOUSTON, TX 77027-3571

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Professional Environmental Consultant's Liability Insurance Policy**
**Professional Environmental Consultant's Liability Insurance Policy – Claims Made and Reported Coverage**

Schedule
Name of Person or Organization: Blanket where required by written contract
Contract or Agreement Title/No. : Blanket where required by written contract

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy and the terms and conditions of this endorsement, that with respect to COVERAGE B: CONTRACTOR'S POLLUTION LIABILITY only, the following changes shall apply:

- I. Pursuant to DEFINITIONS (Section VIII.) definition of "insured" paragraph 4., the person or organization shown in the Schedule above whom you are required to add as an additional "insured" on this policy under the written contract or written agreement shown in the Schedule above and executed and effective prior to the performance of your "covered operations" which is the subject of such written contract or written agreement is added as an additional "insured."
- II. The insurance provided to the additional "insured" person or organization applies only to "claims" arising out of a "pollution event" resulting directly from "covered operations" or "completed operations" of the "covered operations" which are the subject of the written contract or written agreement and only if the "claim" is otherwise covered under the terms and conditions of this policy.
- III. Regardless of the provisions of paragraphs I. and II. above:
  - A. We will not extend any insurance coverage to the additional "insured" person or organization:
    1. That is not provided to you in this policy; or
    2. That is broader coverage than you are required to provide to the additional "insured" person or organization in the written contract or written agreement; and
  - B. We will not provide Limits of Liability to the additional "insured" person or organization that exceed the lower of:
    1. The Limits of Liability provided to you in this policy; or
    2. The Limits of Liability you are required to provide in the written contract or written agreement.
- IV. The insurance provided to the additional "insured" person or organization does not apply to "claims" as a result of any negligence, act, error or omission, or strict liability of the additional "insured" person or organization.

- V. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same "covered operations" or "completed operations" of the "covered operations" and job location. Then we will share with that other insurance by the method described in CONDITIONS (Section VII.) Other Insurance.
- VI. Both you and the additional "insured" person or organization agree to cooperate with each other and us with respect to all aspects of coverage provided under this policy. In the event that you and the additional "insured" person or organization are named as defendants in a "claim," and are both entitled to defense under this policy for such "claim," we shall provide common counsel to represent you and the additional "insured" person or organization in a joint defense. If you and the additional "insured" person or organization adopt positions materially adverse to each other with respect to the "claim," we shall provide the defense and make payments for "claim expenses," or any other associated costs of defense payable under this policy, only to you from the point of adversity forward.

The rights and obligations above shall apply in any proceeding and in any forum in which you and the additional "insured" person or organization are a party to a "claim."

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**ADDITIONAL INSURED – WHERE REQUIRED BY WRITTEN CONTRACT**

Named Insured Republic Services, Inc.			Endorsement Number 005
Policy Symbol XEU	Policy Number G46782148 007	Policy Period 06/30/2023 to 06/30/2024	Effective Date of Endorsement 06/30/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

Section VII. **DEFINITIONS**, “**Insured**”, sub-paragraph 3.h. is deleted and replaced with the following:

- h. Any person or organization that the “Named Insured” agrees to add as an additional “insured” to this policy by written contract or agreement, but only with respect to “occurrences” first taking place after the effective date of the contract or agreement and not for broader coverage than was required under the terms of such written contract or agreement. However, the insurance provided will not exceed the lesser of:
1. The limits of this policy; or
  2. The limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

Endorsement # 02



## Notice to Others of Cancellation or Nonrenewal

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. PEC 0792830-00

Effective Date: 06/30/2023

This endorsement modifies insurance provided under the:

### **Professional Environmental Consultant's Liability Insurance Policy**

It is agreed that:

The following is added to Subsection VIII.F.:

- A. If we cancel or non-renew this policy by written notice to the first "named insured" shown in the Declarations, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first "named insured" shown in the Declarations, or the number of days' notice, if any, indicated in the Schedule below, whichever is longer.
- B. If notice as described above is mailed, proof of mailing will be sufficient proof of such notice.
- C. If for any reason we do not mail or deliver a copy of the written notice as per A. above, the cancellation or non-renewal will still take effect as per the notice to the "named insured".

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days' Notice:
To be determined as required by written contract	90

All other terms, conditions, provisions and exclusions of this policy remain the same.





## Waiver of Transfer Rights of Recovery Against Others Blanket as Required by Contract

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
PEC-0792830-00	6/30/2023	6/30/2024	6/30/2023	9509115	n/a	n/a

**Named Insured and Mailing Address:**

REPUBLIC SERVICES INC  
18500 N ALLIED WAY  
PHOENIX, AZ 85054-6164

**Producer:**

ALLIANT INSURANCE SERVICES, INC.  
2000 WEST LOOP S STE 2150  
HOUSTON, TX 77027-3571

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Professional Environmental Consultant's Liability Insurance Policy**

**Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage**

**Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage**

**Contractor's Pollution Liability Insurance Policy**

**Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage**

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that CONDITIONS, Condition O., Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured <b>Republic Services, Inc.</b>			Endorsement Number <b>044</b>
Policy Symbol <b>XEU</b>	Policy Number <b>G46782148 007</b>	Policy Period <b>06/30/2023 to 06/30/2024</b>	Effective Date of Endorsement <b>06/30/2023</b>
Issued By (Name of Insurance Company) <b>ACE Property &amp; Casualty Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS, Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

### SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

All other terms and conditions remain unchanged.

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 22
Policy Symbol ISA	Policy Number H10735786	Policy Period 06/30/2023 to 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM  
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement which include permits and licenses requiring DA9U74b (0614), provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

Named Insured Republic Services, Inc.			Endorsement Number 202
Policy Symbol ISA	Policy Number H10735786	Policy Period 06/30/2023 TO 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

17

POLICY NUMBER: HDO G47334433

Endorsement Number: 124

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0413), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Republic Services, Inc.			Endorsement Number 62
Policy Symbol HDO	Policy Number G47334433	Policy Period 06/30/2023 TO 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.



**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G47334433	Policy Period 06/30/2023 to 06/30/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

**Additional Insured Endorsement**

CG2026; CG2010; CG2037

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

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Authorized Agent

Policy Number: HDO G47334433

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EX-EMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>	Any person or organization against whom you have agreed to waive your right of recovery in a written contract requiring CG2404 (05/09), provided such contract was executed prior to the date of loss.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**Workers' Compensation and Employers' Liability Policy**

Named Insured <b>REPUBLIC SERVICES, INC.</b> <b>18500 N. ALLIED WAY</b> <b>PHOENIX AZ 85054</b>	Endorsement Number  Policy Number Symbol: <b>WLR</b> Number: <b>C50710397</b>
Policy Period <b>06-30-2023 TO 06-30-2024</b>	Effective Date of Endorsement <b>06-30-2023</b>
Issued By (Name of Insurance Company) <b>INDEMNITY INS. CO. OF NORTH AMERICA</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.**

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

Receipt # **1563468** | Control No. **0200281**For Period Commencing **JULY 1ST, 2024** | and ending September 30, **2025**Total: **\$444.10** | Dated **07/17/2024** | Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification

Description

Amount

003012  
993000ADM OFFICE-OVER 10 WORKERS  
ADMIN HANDLING FEE\$434.10  
\$10.00CITY OF TAMPA  
TAX RECEIPT  
BUSINESS  
TAX  
DIVISION

By: TCD

**PAID**

Business Name and Address

US ECOLOGY TAMPA INC  
7202 E 8TH AVE  
TAMPA, FL 33619-3380

Business Name and Location

US ECOLOGY TAMPA INC  
7202 E 8TH AVE  
TAMPA FL 33619



Sustainability in Action

## PERMITS - US ECOLOGY TAMPA, INC.



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

\*\*\*\*\*

## HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: EQ Industrial Services Inc

FACILITY ID NO: MIK435642742

FACILITY ADDRESS: 17440 College Parkway  
Livonia, MI 48152

EXPIRATION DATE: June 30, 2025

APPROVED TRANSFER FACILITY: NC

*Susan Horlick*

APPROVAL ISSUED BY: \_\_\_\_\_ DATE: June 26, 2024

Susan Horlick  
Environmental Specialist III  
Hazardous Waste Regulation Section  
850/245-8778



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

June 26, 2024

Brian Kucharski  
EQ Industrial Services Inc  
17440 College Parkway Ste 300  
Livonia, MI 48152

## BE IT KNOWN THAT

EQ Industrial Services Inc  
17440 College Parkway  
Livonia, MI 48152

## IS HEREBY REGISTERED AS A USED OIL

Transporter, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

[http://www.dep.state.fl.us/waste/categories/used\\_oil/default.htm](http://www.dep.state.fl.us/waste/categories/used_oil/default.htm)

The Department of Environmental Protection hereby issues

Registration Number **MIK435642742** on June 26, 2024

Transporter Type: **FH**

**This registration will expire on 06/30/2025**

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

A handwritten signature in cursive script that reads "Janet K. Ashwood".

**Janet Ashwood**  
**Environmental Consultant**  
**Waste Compliance Assistance Program**





U.S. Department  
of Transportation

**Federal Motor  
Carrier Safety  
Administration**

1200 New Jersey Ave., S.E.  
Washington, DC 20590

January 5, 2024

In reply refer to:  
USDOT Number: 786781

MC Number: MC353894

JULIA ARAMBULA  
PRESIDENT  
EQ INDUSTRIAL SERVICES INC  
17440 COLLEGE PARKWAY SUITE 300  
LIVONIA, MI 48152

**HAZARDOUS MATERIALS SAFETY PERMIT**  
**HM Safety Permit ID: US-786781-MI-HMSP**  
**Effective Date: January 5, 2024**

Dear JULIA ARAMBULA:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning January 5, 2024 and remain effective through January 31, 2026 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at [fmcsa.hmsp@dot.gov](mailto:fmcsa.hmsp@dot.gov) or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Bomgardner".

Paul Bomgardner  
Chief, Hazardous Material Division



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

March 14, 2024

Mr. Don Locke  
US Ecology Tampa, Inc.  
7202 East 8<sup>th</sup> Avenue  
Tampa, Florida 33619  
[DLocke2@RepublicServices.com](mailto:DLocke2@RepublicServices.com)

Re: **Final Issuance of Permit**  
**US Ecology Tampa, Inc**  
EPA ID Number: FLD-981-932-494  
Draft Hazardous Waste Operating Permit: 34875-019-HO  
Solid Waste Operating Permit: 34875-018-SO  
Tampa, Hillsborough County, Florida

Dear Mr. Locke:

Enclosed are Permit Number 34875-019-HO and 34875-018-SO for continuing operation of a solid waste treatment facility and operation of a hazardous waste treatment, storage and transfer facility. for the facility located at 7202 East 8<sup>th</sup> Avenue, in Tampa, Hillsborough County, Florida. This permit is being issued pursuant to Section 403.722, Florida Statutes (F.S.), and Chapters 62-4, 62-160, 62-730, and 62-780, Florida Administrative Code (F.A.C.).

## NOTICE OF RIGHTS

Upon issuance of this final permit, any party to this action has the right to seek judicial review of it under Section 120.68, F.S. by the filing of a notice of appeal under Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days after this order is filed with the Clerk of the Department.

Additionally, a person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

Mr. Don Locke  
March 14, 2024  
Page 2 of 3

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 45 days of receipt of this written notice. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation is not available in this proceeding.

RFP No. 08-07-24-11

## SECTION V REQUIRED DOCUMENTS

### Proposal Requirements "Checklist"

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submit electronically through the eBid System as a condition to this Request for Proposals. Failure to submit these required documents will deem your submittal unresponsive.

Required Documents Checklist	Yes	No
Proposal Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acknowledgement Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b><i>Proposer must provide the following documents and upload with your response to the eBid system:</i></b>		
<b><i>Scope of Services Proposed (Required):</i></b>		
(1) Qualifications and Experience	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Resources and Availability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance – Must provide a copy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Company's <a href="http://www.Sunbiz.org">www.Sunbiz.org</a> Record	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Certifications / Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONTINUED ON NEXT PAGE

RFP No. 08-07-24-11

**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: Republic Services d.b.a. US Ecology Tampa, Inc.

Social Security/Federal Tax I.D. No.: 20-0414157Proposer's Name (Print): \_\_\_\_\_ Title: Operations ManagerAddress: 7202 East Eighth AvenueCity/State/Zip: Tampa, FL 33619Phone: (813) 319-3400 Fax: (813) 628-0842Email: DLocke2@republicservices.com**ACKNOWLEDGEMENT OF ADDENDA****Instructions:** Complete Part I or Part II, Whichever Applies**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>6/27/2024</u>
Addendum No: <u>2</u>	Dated: <u>8/5/2024</u>
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

**Part II:**☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.


 \_\_\_\_\_  
 Proposer's Authorized Signature
August 6, 2024\_\_\_\_\_  
DateDon Locke\_\_\_\_\_  
Proposer's Printed Name

RFP No. 08-07-24-11

**PROPOSAL CONFIRMATION**

In accordance with the requirements to provide **Household / Emergency Hazardous Waste Collection and Disposal Services** pursuant to **RFP No. 08-07-24-11**, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for **Household / Emergency Hazardous Waste Collection and Disposal Services pursuant to RFP No. 08-07-24-11** to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Don Locke

Proposer's Name


  
Signature
August 6, 2024

Date

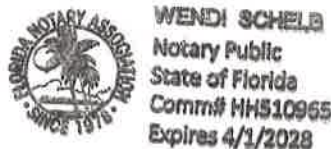
State of: FloridaCounty of: Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August, 2024, by Don Locke

, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Wendi Schelb  
Notary Public Signature

Wendi Schelb  
Notary Name, Printed, Typed or Stamped

Commission Number: HH510965My Commission Expires: 4/1/2028



RFP No. 08-07-24-11

**INDEMNIFICATION CLAUSE**

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

Republic Services d.b.a. US Ecology Tampa, Inc.

August 6, 2024

Contractor's Name

Signature

Date

State of: FloridaCounty of: Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August, 2024, by Don Locke, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Wendi Schelb

Notary Public Signature

Wendi Schelb

Notary Name, Printed, Typed or Stamped

Commission Number: HH510965My Commission Expires: 4/1/2028

WENDI SCHELB  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028



RFP No. 08-07-24-11

**NON-COLLUSIVE AFFIDAVIT**

State of Florida )  
 )ss.  
County of Hillsborough )

Don Locke being first duly sworn, deposes and says that:

- (1) He/she is the Operations Manager  
(Owner, Partner, Officer, Representative or Agent)  
of Republic Services d.b.a. US Ecology Tampa, Inc. the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

RFP No. 08-07-24-11

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Don Locke  
(Printed Name)

OPERATIONS MANAGER  
(Title)

ACKNOWLEDGEMENT

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August, 2024,  
by Don Locke, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

Wendi Schell

NOTARY PUBLIC



**WENDI SCHELL**  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028

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

RFP No. 08-07-24-11

**PROPOSER'S QUALIFICATION STATEMENT**

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Submitted By: Republic Services d.b.a. US Ecology Tampa, Inc.  
Name: Don Locke  
Address: 7202 East Eighth Avenue  
City, State, Zip Tampa, FL 33619  
Telephone No. (813) 319-3400  
Fax No. (813) 628-0842  
Email: DLocke2@republicservices.com

Check One

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: US Ecology Tampa, Inc.

The address of the principal place of business is: 18500 North Allied Way  
Phoenix, AZ 85054

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 1952  
b. State of Incorporation: Michigan  
c. President's Name: Greg K Brummer  
d. Vice President's Name: John B. Nickerson  
e. Secretary's Name: Lauren McKeon  
f. Treasurer's Name: Calvin R. Boyd  
g. Name and Address of Resident Agent: Don Locke

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_  
b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_

RFP No. 08-07-24-11

- c. State whether general or limited partnership: \_\_\_\_\_
4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:  
\_\_\_\_\_  
\_\_\_\_\_
5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? 6  
a. Under what other former name has your organization operated?  
EQ Florida, Inc.  
The Environmental Quality Company  
\_\_\_\_\_
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.  
EPA ID: FLD981932494, Hazardous Waste Permit: 34875-020-HO, Hazardous Waste Transporter: MIK435642742
8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Maintenance of Preserve Areas & Aquatic Vegetation Control Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.  
None. Neither US Ecology Tampa, Inc. nor Republic Service has been debarred or suspended by any government during the last 5 years from bidding on a procurement project.
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
No, we have not failed to complete any work awarded to us.  
\_\_\_\_\_
10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).  
See attached list of key individuals who will be involved in the services of this contract.  
\_\_\_\_\_  
\_\_\_\_\_

RFP No. 08-07-24-11

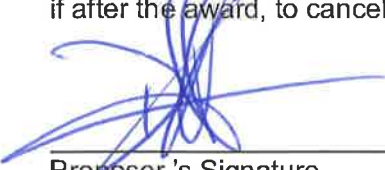
11. State the name of the individual(s) and titles who will personally supervise the work:  
Harold Jimenez - Field Services Supervisor; Sean Grande - Lead Chemist
12. State the name and address of the attorney, if any, for the business of the Proposer:  
N/A
13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:  
There is no individual or business who owns more than five percent (5%) of the Proposer's business.
14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:  
See attached Certificate of Secretary identifying the companies owned by Republic Services.
15. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.) Proposer(s) may limit their listings to the Gulf States (Florida, Alabama, Mississippi, Louisiana and Texas).
- | <u>Name of Project</u>  | <u>Owner</u> | <u>Total Contract Value</u> | <u>Contracted Date of Completion</u>                           | <u>% of Completion to Date</u> |
|---|--------------|-----------------------------|--|--------------------------------|
| Collection of Household Hazardous Waste; Hillsborough County, FL                  |              | \$2.814M,                   | effective end date June 30, 2025                               |                                |
| Household Hazardous Collection, Transportation and Disposal; Pinellas County, FL; |              | \$2.96M,                    | effective end date Jan. 17, 2026                               |                                |
| Hazardous Material Management; Collier County, FL;                                |              | \$3.76M,                    | effective end date July 22, 2024. New contract awarded 7/23/24 |                                |
16. Have you personally inspected the site of the proposed work?
- Yes ☐ No ☒ NA ☐
17. Do you have a complete set of documents, including drawings and addenda, if applicable?
- Yes ☒ No ☐
18. Did you attend the pre-proposal conference if any such conference was held?
- Yes ☒ No ☐ No Conference Held ☐

RFP No. 08-07-24-11

## 19. Bank References:

Bank	Address/City/State/Zip	Telephone
Wells Fargo Bank, N.A.	420 Montgomery Street, San Francisco, CA 94104	(208) 519-3264

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

  
\_\_\_\_\_  
Proposer's Signature

August 6, 2024  
\_\_\_\_\_  
Date

RFP No. 08-07-24-11

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of Florida

County of Hillsborough

On this the 6th day of August, 2024, before me, the undersigned Notary Public of the State of Florida, Personally appeared

Don Locke And  
*(Name(s) of individual(s) who appeared before notary)*

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



**WENDI SCHELB**  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028

Wendi Schelb  
NOTARY PUBLIC, STATE OF FLORIDA

Wendi Schelb  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me, or  
☐ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ DID take an oath, or  
☒ DID NOT take an oath



RFP No. 08-07-24-11

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 08-07-24-11 for Household / Emergency Hazardous Waste Collection and Disposal Services.
2. This sworn statement is submitted by Republic Services d.b.a. US Ecology Tampa, Inc. (name of entity submitting sworn statement) whose business address is 7202 East Eighth Avenue, Tampa, FL 33619 and (if applicable) its Federal Employer Identification Number (FEIN) is Republic Services 65-0716904 (US Ecology Tampa - EIN 20-0414157). (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Don Locke and my  
(Please print name of individual signing)  
relationship to the entity named above is Operations Manager.
4. 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 with 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.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. 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 or of the United States with the legal

RFP No. 08-07-24-11

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, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
  - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
  - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- ☒ The person or affiliate has not been placed on the convicted vendor list.  
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

RFP No. 08-07-24-11

Republic Services d.b.a. US Ecology Tampa, Inc.

Proposer's Name

Signature

Date: August 6, 2024

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me this 6th day of August 6, 2024,  
2024, by Don Locke, who is (who are) personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Wendi Schelb

Notary Public Signature

Wendi Schelb

Notary Name, Printed, Typed or Stamped

Commission Number: HH510965

My Commission Expires: 4/1/2028



**WENDI SCHELB**  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028

RFP No. 08-07-24-11

**Affidavit of Compliance with Foreign Countries of Concern  
Pursuant to Section 287.138, Florida Statutes (2023)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: August 6, 2024.

Signed: \_\_\_\_\_

Entity: Republic Services d.b.a. US Ecology Tampa, Inc.

Name: Don Locke

Title: Operations Manager

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of August, 2024, by Don Locke, as Operations Manager for Republic Services d.b.a. US Ecology Tampa, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

State of FL at Large (Seal)

Print Name: \_\_\_\_\_

Wendi Schelb

My commission expires: 4/1/2028



**WENDI SCHELB**  
Notary Public  
State of Florida  
Comm# HH510965  
Expires 4/1/2028



## **REQUEST FOR PROPOSALS**

### **HOUSEHOLD / EMERGENCY HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**

**RFP NO. 08-07-24-11**

**PROCUREMENT DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
eBid System: [www.coconutcreek.net/Procurement](http://www.coconutcreek.net/Procurement)**

**CITY OF COCONUT CREEK  
HOUSEHOLD / EMERGENCY HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES  
RFP NO. 08-07-24-11**

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Exhibit C – Clean Harbors Pricing Schedule  
Exhibit D – Historic Participation  
Exhibit E – Sample Invoice - Manifest

**End of Section**



## CITY OF COCONUT CREEK

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**FINANCE AND ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
LINDA JEETHAN, PROCUREMENT MANAGER  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063**

**June 16, 2024**

### **LEGAL NOTICE - REQUEST FOR PROPOSALS**

**RFP No:** 08-07-24-11  
**RFP Name:** Household / Emergency Hazardous Waste Collection and Disposal Services  
**Pre-Proposal Meeting:** Non-Mandatory, Tuesday, June 25, 2024 at 10:00 a.m.  
**Due Date/Time:** **Wednesday, August 7, 2024 at 11:00 a.m.**

The City of Coconut Creek, Florida, as the lead agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group, is seeking proposals from qualified Proposers to provide Household Waste Collection and Disposal, Latex Paint Collection and Processing, Electronics Recycling, and Emergency Hazardous Services.

The Southeast Florida Governmental Purchasing Cooperative Group is a non-profit association of local governments in the South Florida region. The Group facilitates the procurement of goods and services for its member agencies, leveraging economies of scale and standardizing procurement processes.

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Lorie Messer, Procurement Analyst at (954) 956-1584.

Interested Proposers should submit their proposals electronically to the City of Coconut Creek's eBid system: [www.coconutcreek.net/procurement](http://www.coconutcreek.net/procurement). The City is not responsible for the accuracy of completeness of any documentation the Proposer receives from any source other than from the eBid System.

Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered.

A non-mandatory pre-proposal conference will be held at the Coconut Creek Government Center, City Hall, 4800 West Copans Road, Coconut Creek, Florida, 33063. Please ensure that your company has reviewed the proposal and specifications as this meeting presents an opportunity to clarify any concerns regarding the proposal requirements.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Pursuant to Section 119.071, Florida Statutes, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Lorie Messer, Procurement Analyst  
PROCUREMENT DIVISION

**Publish Date:** Sunday, June 16, 2024

## SECTION I

### GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### INSTRUCTIONS TO BIDDERS:

#### 1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**Bid:** A price and terms quote received in response to an IFB.

**Bidder:** Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

**City:** Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

**Change Order:** A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

**Contractor:** Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

**Contract:** A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

**Contract Administrator:** The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

**Consultant:** Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

**First Ranked Proposer:** That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**Invitation for Bids (IFB):** When the City is requesting bids from qualified Bidders.

**Proposer:** Person or firm submitting a proposal.

**Proposal:** A proposal received in response to an RFP.

**Request for Proposals (RFP):** When the City is requesting proposals from qualified Proposers.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

**Seller:** Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

**Successful Bidder:** means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

## 2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other

penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

### **3. Bid Forms**

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

### **4. Sub-Contractors**

- 4.1 Sub-Contractors Terms  
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement  
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

### **5. Qualifications of Bidders**

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to

inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

### **6. Specifications**

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or

exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

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

## **7. Addendum**

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

## **8. Prices Bid**

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

## 9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

## 11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in blue ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

## 12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid



after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

### **13. Opening of Bids**

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

### **14. Award of Contract**

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder

under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

### **15. Contractual Agreement**

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The Successful Bidder agrees to execute the final contract in substantially the form as attached hereto, subject to final review as to form by the City Attorney. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida, without regard to conflict of laws principles.

### **16. Insurance**

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City

or specified in the Special Terms and Conditions.

- 16.2 The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

**17. Taxes**

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**18. Estimated Quantities/Warranties of Usage**

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

**19. Samples and Demonstrations**

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are

requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**20. Delivery**

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**21. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**22. References**

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

**23. Costs Incurred by Bidders**

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

**24. Permits, Fees and Notices (If Applicable)**

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per

Section 13-34, "Application fees, miscellaneous service charges" subsection (4) n., "Exemptions" of the City's Code of Ordinances.. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by state/county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Licensure or Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

**25. Penalties for Misrepresentation**

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

**26. Restriction on Disclosure and Use of Data**

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

**27. Exceptions to the Bid**

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

**28. Cancellation for Unappropriated Funds**

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

**29. Independent Contractor**

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by

the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**30. Safety**

**30.1 Job Site**

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

**31. Occupational Health and Safety**

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
  - 1) The potential for fire, explosion, corrosiveness, and reactivity;

- 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - d) The emergency procedure for spill, fire, disposal, and first aid.
  - e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
  - f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
  - g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

**32. Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

**33. Indemnity/Hold Harmless / Sovereign Immunity**

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific

consideration to Proposer for the indemnification to be provided under the Contract. The Proposer shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Solicitation. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor pursuant to this award may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this contract and will pertain to any occurrence during the term of the contract, even though the claim may be made after the termination or expiration hereof.

**34. Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Contractor certifies that neither it nor its

affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**35. Public Records**

Contractor shall keep such records and accounts and require any and all Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel

this Agreement in accordance with state law.

**36. Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**37. Collusion**

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**38. Audit Rights**

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

**39. Patents and Royalties**

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**40. Purchase by Other Governmental Agencies**

If the Contractor is awarded a contract as a result of this bid document, the Contractor will, if the Contractor has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**41. Assignment and Sub-Letting**

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**42. Choice of Law and Venue**

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

**43. Gratuities and Kickbacks**

**43.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

#### 44. **Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a

protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

#### 45. **Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential



business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records

#### **46. Anti-Discrimination**

That Proposer shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

#### **47. Default**

##### **47.1 Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

##### **Procedures:**

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

##### **47.2 Termination for Default: Time to Correct**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

##### **47.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's

convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

**48. E-Verify Requirements**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

**48.1** By submitting the quote or proposal, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph

**49. Scrutinized Companies pursuant to Sections 287.135, 287.138, and 215.473, Florida Statutes**

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under

penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

50. **WAIVER OF JURY TRIAL**  
**BY SUBMITTING A PROPOSAL WITH THE INTENT TO FORM A CONTRACTUAL RELATIONSHIP WITH THE CITY THEREUPON, THE PROPOSER AND/OR CONTRACTOR EXPRESSLY AGREES AND THE CITY ALSO EXPRESSLY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

51. **Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes**  
Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting this Bid, Contractor certifies neither it nor its

affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

52. **Severability; Waiver of Provisions**  
Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.
53. **Environmental / Social Activism under Section 287.05701, Florida Statutes**  
Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
54. **Discriminatory Vendor List**  
Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**55. Labor Harmony**

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

**56. Third Parties Beneficiaries**

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

**57. Agreement Subject to Funding**

The award of this solicitation to any specific Proposer is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

**58. Remedies**

**58.1 Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

**58.2 Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the

quality of workmanship.

**59. Disentanglement**

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

**60. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

END OF SECTION

## SECTION II

### SPECIAL TERMS AND CONDITIONS

#### 1. Purpose

The City of Coconut Creek invites qualified and experienced vendors to submit proposals to provide the City and participating members of the Southeast Governmental Purchasing Cooperative Group with Household Hazardous Waste Collection and Disposal, Latex Paint Collection and Processing, Electronics Recycling, and Emergency Hazardous Waste Services. Any reference to the City in the RFP shall apply to all participating agencies referenced herein.

The City of Coconut Creek is committed to providing the community with exceptional, responsive, and sustainable services through innovation, continuous improvement, and reduced landfill waste.

#### 2. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst. For Information concerning procedures for responding to this solicitation, and to register to the City's eBid System contact Lorie Messer at 954-956-1584 or email at [lmesser@coconutcreek.net](mailto:lmesser@coconutcreek.net).

For all other questions and request for information that would or would not materially affect the scope of services to be performed of the specifications, or for clarification please utilize the "Questions Tab" provided by IonWave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representatives.

#### 3. Non-Mandatory Pre-Proposal Meeting

A non-mandatory pre-proposal conference will be held at Coconut Creek Government Center, 4800 West Copans Road, Coconut Creek, Florida 33063. Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal meeting. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

#### 4. Minimum Qualification Requirements

**4.1** Proposers shall be licensed to conduct business in the State of Florida and, as applicable, demonstrate evidence that they are an authorized Hazardous Waste Generator, Transporter and Handler under the State's Department of Environmental Protection guidelines.

**4.2** Proposer shall have at least two (2) years of verifiable full-time experience in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Proposer has established a satisfactory record of performance for a reasonable period of time.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

## **5. Proposal Format**

The proposal shall contain three (3) sections:

### **Section 1: Qualifications and Experience**

The proposal should include a comprehensive overview of the firm, detailing its size, range of activities, and services similar to those requested in this solicitation. Particular emphasis should be placed on demonstrating how the firm's relevant experience and expertise will benefit the proposed project. Additionally, the proposal must identify a designated contact person and their telephone number.

- a) Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- b) Provide the process for the management of paint during the events and for recycling/disposal.
- c) Provide details on how electronics will be processed and certifications of the processors being used.
- d) Group one (1) submittals discuss managing operations with separate latex paint and/or electronics recycling contractors
- e) Provide firm experience and fact sheet supporting how it meets the minimum qualification requirements as stipulated above.
- f) Provide resumes for all of firm's key employees that will be supporting the provision of services specified herein.
- g) Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

**Note:** The Proposer must also be prepared to submit further evidence as to their qualifications including but not limited to financial data, previous experience, and/or evidence of legal qualifications to perform the work within seven (7) calendar days of the City's request..

### **Section 2: Resources and Availability**

- a) Describe the firm's management plan to be used, staffing configuration and safety protocols.
- b) Provide information about the equipment and services owned by the firm.
- c) Explain the coordination of subcontractors (if applicable) and the role of the Proposer during events.
- d) Describe your firm's plan if the demand is far greater than anticipated and you run out of resources such as drums, storage space for paint, or pallets.
- e) Elaborate on post event cleanup operations and time frames to remove all containers and material post event.

### **Section 3: References**

- a) Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:
  - 1) Project name and location
  - 2) Scope of services provided
  - 3) Cost of project
  - 4) Contact person, title, business address, telephone and email address
  - 5) Start and completion date of the contract

**Note:** Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

**6. Competency of Proposers**

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

**7. Conditions for Emergency/Hurricane or Disaster**

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**8. Performance**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**9. Schedule of Events**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
RFP Available	June 16, 2024
Non-Mandatory Pre-Proposal Meeting at 2:00 PM ET	June 25, 2024
Last Date of Receipt of Questions by 5:00 PM ET	July 17, 2024
Addendum Release (if required)	July 22, 2024
<b>Proposals Due at 11:00 AM ET (Wednesday)</b>	<b>August 7, 2024</b>
Compliance Review	August 14, 2024
Selection Committee Evaluations/Short List	August 27, 2024
Oral Interviews/Selection of 1 <sup>st</sup> Ranked Proposer	TBD
Contract Negotiations with 1 <sup>st</sup> Ranked Proposer	TBD
Commission Award of Contract (due to City Clerk Oct. 7)	October 24, 2024

**10. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes, or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, pandemics, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected



- duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  - C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
  - D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 11. Proposal Submission - Instructions

- 11.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 11.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 11.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile [proposals will NOT be accepted.
- 11.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 11.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 11.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 11.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 11.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

11.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are "responsible and responsive".

11.10 **Bidders may submit bids individually for Groups 2, 3, and 4. Any bidders submitting bids for Group 1 must also submit for Groups 2 and 3.**

## **12. Evaluation Method and Criteria**

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

### **Criteria**

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance - References
- 5) Price

12.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.

12.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

12.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

## **13. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

## **14. Selection Process**

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than

three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

**15. Oral Presentations**

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

**16. Best and Final Offers**

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

**17. Negotiations**

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**18. Award of Contract**

18.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. **The City reserves the right to award the contract to one (1) or more Proposers if the City deems it is in its best interest.**

18.2 The Contract will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

18.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.

- 18.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

## **19. Contract Term**

- 19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 19.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

## **20. Price**

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated discount against the firm's listed pricing.

## **21. Cost Adjustments**

- 21.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 21.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

## **22. Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

### **22.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

**Note:** Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

### **22.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

### **22.3 Pollution Remediation and Legal Liability**

The Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The Contractor agrees the policy shall be maintained for a minimum three (3) year period following expiration of the Agreement.

### **22.4 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

### **22.5 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Procurement Division  
Risk Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

## **22.6 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**Note:** A copy of **any** current Certificate of Insurance shall be included with your proposal.

## **23. Dispute Resolution**

### **23.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be

tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.

- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

#### **24. Operations during Dispute**

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

#### **25. Inspection, Direction, and Payment**

- 25.1 The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 25.2 Contractor shall submit invoice after each event. The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Public Works Director or designee.
- 25.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 25.4 The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 25.5 It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.



## **SECTION III**

### **DETAILED REQUIREMENTS – SCOPE OF SERVICES**

#### **1. General**

- 1.1. The primary objective of this solicitation is to obtain the services of one (1) or more Contractors who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household / Emergency Hazardous Waste Collection Program (HHW and Emergency Services) in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes (HHW) for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive event that is open only to one (1) City's residents and operations, or 2) a joint event wherein two (2) or more Participating Cities, listed in Exhibit A, coordinate a time and location for the drop-off of household hazardous waste, special waste, and electronic waste that is open to residents and operations of the Participating Cities. The host city is responsible to determine who is allowed to participate in the event.
- 1.2. The Contractor shall offer to provide collection, packaging, transportation and disposal of HHW, special waste and electronic waste generated by City residents and City operations through City-exclusive and joint events.
- 1.3. For joint events, it is the intent to have residents from each Participating City jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) joint events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive events, or City-exclusive events may occur throughout the year without the need of coordination among the Participating Cities. Mobilization is per event only.
- 1.4. The vendor shall provide emergency hazardous waste services on an as needed basis. This includes unanticipated events that require the professional collection of hazardous waste. Each participating city will contact the vendor directly when services are needed.

#### **2. Contractor Responsibilities**

- 2.1. The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2. Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request. Temporary Labor may be used for menial tasks such as unloading vehicles under the guidance of OSHA trained Contractor personnel.

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks,

portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- 2.3 For joint events coordinated among specific Participating Cities, Contractor shall prepare separate invoices for each Participating City that helped coordinate the joint event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given joint event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for joint events must reflect a proportional division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs based on the users from each Coordinating Participating City.

For example, two (2) Participating Cities decide to coordinate a joint event. Thirty (30) residents from City "A" and seventy (70) residents from City "B" used the Contractor's services at the joint event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event.

The City hosting an event, (Joint Event or otherwise), ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

- 2.4 Vendor shall invoice for emergency services directly to each City.

### **3. Collection Event Implementation**

- 3.1. A pre-event coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to an event as requested by the Host City. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2. The Contractor and Host City shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator.
- 3.3. Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.

- 3.4. Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5. The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.
- 3.6. The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7. Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8. Invoices shall be submitted to the City, or in the instance of a joint event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9. The Contractor shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10. The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11. The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered in route are in compliance.
- 3.12. The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13. The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14. During the planning for each City event, or a Joint Event, the Contractor and Host City shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.

- 3.15. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a joint event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.16. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.17. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.18. Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.
- 3.19. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.20. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.21. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.22. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and as approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.23. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill. Latex paint excluded.

#### **4. Health and Safety**

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.
- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.
- 4.3. Contractor shall clean up spills in accordance with Federal, State and Local regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this contract.

- 4.4. The Contractor shall prepare and submit information to the City sufficient to complete the annual hazardous waste generator report required by FDEP and submit a hazardous materials hauler report to Broward County's Environmental Protection Department. Data must be accessible to all co-op cities online.
- 4.5. The Contractor shall provide an annual report which shall list all HHW collected during each event, disposition of all hazardous waste collected, and the total cost to the City.
- 4.6. All reports produced by the Contractor during the contract term shall become the property of the City without restrictions or limitations upon their use.
- 4.7. The Contractor shall provide to the City a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for City HHW within ten (10) working days of issue.

## **5. City Responsibilities**

- 5.1. The Host City shall monitor, oversee and supervise all collection events. Designated Event Coordinator from the Host City shall be on-site to coordinate activities and assist in resolving any problems that arise.
- 5.2. The Host City staff shall be responsible for determining who is permitted to participate in the event.
- 5.3. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 5.4. The Host City will coordinate vehicle flow and provide traffic control devices as needed.
- 5.5. The Host City reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
- 5.6. The Host City will provide bathroom facilities for vendor staff.
- 5.7. The Host City reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, electronics, or other commodities) for recycling or alternative disposal. Contractor shall segregate these materials at Host City's request for recycling or alternative disposal.
- 5.8. The Host City reserves the right to provide some or all of qualified staff, equipment, or materials required for setting up or operating the collection center(s).
- 5.9. The Host City may distribute informational materials and conduct surveys at all collection events.
- 5.10. The Host City will be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement as per the unit prices awarded under the contract, except as outline herein for joint events wherein the costs will be shared proportionally among the Coordinating Participating Cities.
- 5.11. The City, or Host City, will not be responsible or liable for the collection, packaging, transportation, or disposal of non-household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in performance of this work. The Host City shall provide a dumpster for

non-household hazardous waste at all collection events. The Host City may provide a dumpster for cardboard recycling which the vendor shall utilize.

- 5.12. The Host City shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees, including but not limited to, Tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

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**6. SCHEDULE OF PROPOSAL ITEMS AND ESTIMATED QUANTITIES****PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**[WWW.COCONUTCREEK.NET/PURCHASING](http://WWW.COCONUTCREEK.NET/PURCHASING)

**NOTE:** The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated percentage (%) discount against the firms listed pricing.

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
<b>GROUP 1 - Household Hazardous Waste</b>			
<b>1</b>	<b>Mobilization for remote collection events only:</b> Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.	<b>PKG</b>	
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	EA	1
1.3	Emergency Mobilization	EA	2
<b>2</b>	<b>Contract Labor for Remote Collection Events:</b> Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	<b>PKG</b>	
2.1	Technician Per Hour Rate (8-hours onsite)	HR	800
2.2	Technician Overtime Per Hour Rate (After 8-hours onsite)	HR	200
2.3	Driver Regular Per Hour Rate	HR	300
2.4	Driver Overtime Per Hour Rate	HR	40
2.5	Project Manager Regular Per Hour Rate	HR	160
2.6	Project Manager Overtime Per Hour Rate	HR	20
2.7	Technician Emergency Regular Per Hour Rate	HR	80
2.8	Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)	HR	40
2.9	Driver Emergency Regular Per Hour Rate	HR	20
2.10	Driver Emergency Overtime Per Hour Rate	HR	10
2.11	Project Manager Emergency Regular Per Hour Rate	HR	40
2.12	Project Manager Emergency Overtime Per Hour Rate	HR	10
<b>3</b>	<b>Supplies Including Delivery</b>	<b>PKG</b>	
3.1	5-Gallon Poly	EA	30



3.2	16-Gallon Poly	EA	60
3.3	30-Gallon Poly	EA	60
3.4	55-Gallon Poly	EA	15
3.5	55-Gallon Steel	EA	100
3.6	85-Gallon Steel	EA	10
3.7	Flex Bin	EA	200
3.8	Fluorescent Bulb Box 8-Ft.	EA	60
3.9	Fluorescent Bulb Box 4-Ft.	EA	30
3.10	Vermiculite (Per 16 lb. bag)	EA	300
3.11	Other. Please state the percentage discount from list price	%	
<b>4</b>	<b>Waste Disposal:</b> Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)		
<b>4</b>	<b>Bulk Liquid Disposal</b>	<b>PKG</b>	
4.1	Petroleum Oils	GAL	3550
4.2	Fuels and Solvents Halogenated and Halogenated	GAL	23,400
4.3	Antifreeze	GAL	1075
4.4	Other. Please state the percentage discount from list price	%	
<b>5</b>	<b>Batteries Disposal</b>	<b>PKG</b>	
5.1	Lead Acid (wet and dry cell)	LBS	1300
5.2	Nickel Cadmium and Nickel Metal Hydride	LBS	130
5.3	Lithium and Lithium Ion	LBS	3000
5.4	Other. Please state the percentage discount from list price	%	
<b>6</b>	<b>Loose Pack Disposal</b>	<b>PKG</b>	
6.1	Aerosol Cans	LBS	8200
6.2	Alkyd (Oil Based) Paint in Cans	LBS	9100
6.3	Pesticides/Poisons Liquid	LBS	29000
6.4	Pesticides/Poisons Solid	LBS	6500
6.5	Solids Containing Flammable Liquids	LBS	9750
6.6	Other. Please state the percentage discount from list price	%	
<b>7</b>	<b>Lab Pack Disposal</b>	<b>PKG</b>	

7.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	52000
7.2	Oxidizers Liquid or Solid	LBS	800
7.3	Organic Peroxides Liquid or Solid	LBS	130
7.4	Mercury	LBS	200
7.5	Reactives	LBS	800
7.6	Other. Please state the percentage discount from list price	%	
<b>8</b>	<b>Bulb Disposal</b>	<b>PKG</b>	
8.1	Straight Fluorescent Bulbs	EA	7800
8.2	Compact Fluorescent Bulbs	EA	130
8.3	Metal Halide and Other Various Bulbs	EA	130
8.4	Other. Please state the percentage discount from list price	%	
<b>9</b>	<b>Compressed Cylinder Disposal</b>	<b>PKG</b>	
9.1	Refrigerant/Extinguishers Gases	LBS	800
9.2	Propane/MAPP Gas	LBS	2000
9.3	Other. Please state the percentage discount from list price	%	
<b>10</b>	<b>Group 2 - Electronic Waste</b>	<b>PKG</b>	
10.1	Monitors/TV/CPUs	LBS	23400
10.2	Misc. Small Electronic Devices	LBS	35100
10.3	Smoke Detectors	LBS	50
10.4	Other. Please state the percentage discount from list price	%	
<b>11</b>	<b>Flat Fee for the preparation and processing of invoices for Joint Events only</b>	<b>PKG</b>	
11.1	Please state your "Flat Fee" for processing invoices for joint events only	EA	1
<b>12</b>	<b>Emergency Supplies Including Delivery</b>	<b>PKG</b>	
12.1	5-Gallon Poly	EA	5
12.2	16-Gallon Poly	EA	5
12.3	30-Gallon Poly	EA	5
12.4	55-Gallon Poly	EA	15
12.5	55-Gallon Steel	EA	10
12.6	85-Gallon Steel	EA	5

12.7	Flex Bin	EA	5
12.8	Fluorescent Bulb Box 8-Ft.	EA	30
12.9	Fluorescent Bulb Box 4-Ft.	EA	30
12.10	Vermiculite (Per 16 lb. bag)	EA	225
<b>13</b>	<b>Group 3-Latex Paint</b>		
<b>13</b>	<b>Latex Paint Disposal</b>	<b>PKG</b>	
13.1	Latex Paint in Cans	LBS	170000
13.2	Other. Please state the percentage discount from list price	%	
<b>14</b>	<b>GROUP 4-Emergency Services</b>		
<b>14</b>	<b>Emergency Waste Disposal:</b> Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)		
<b>14</b>	<b>Bulk Liquid Disposal - Emergency</b>	<b>PKG</b>	
14.1	Petroleum Oils	GAL	2000
14.2	Fuels and Solvents Halogenated and Halogenated	GAL	2500
14.3	Antifreeze	GAL	100
<b>15</b>	<b>Batteries Disposal - Emergency</b>	<b>PKG</b>	
15.1	Lead Acid (wet and dry cell)	LBS	100
15.2	Nickel Cadmium and Nickel Metal Hydride	LBS	100
15.3	Lithium and Lithium Ion	LBS	100
<b>16</b>	<b>Loose Pack Disposal - Emergency</b>	<b>PKG</b>	
16.1	Aerosol Cans	LBS	100
16.2	Alkyd (Oil Based) Paint in Cans	LBS	100
16.3	Pesticides/Poisons Liquid	LBS	100
16.4	Pesticides/Poisons Solid	LBS	100
16.5	Solids Containing Flammable Liquids	LBS	1000
<b>17</b>	<b>Lab Pack Disposal - Emergency</b>	<b>PKG</b>	
17.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	1000
17.2	Oxidizers Liquid or Solid	LBS	500
17.3	Organic Peroxides Liquid or Solid	LBS	500
17.4	Mercury	LBS	50

17.5	Reactives	LBS	1000
<b>18</b>	<b>Light Duty Truck/Response Equipment - Emergency</b>	<b>PKG</b>	
18.1	Emergency Response Van	HR	32
18.2	Pickup with Dump Body	HR	32
18.3	Small Box Truck / Cube Van	HR	32
18.4	Spill Trailer	Day	2
18.5	Stake Body / Utility Truck	HR	32
18.6	Utility / Support Trailer	Day	2
<b>19</b>	<b>Heavy Duty Trucks - Emergency</b>	<b>PKG</b>	
19.1	Box Truck	HR	32
19.2	Dump Truck, 10 Wheel	HR	32
19.3	High Powered Vacuum Truck/Cusco	HR	16
19.4	Rolloff Straightjob	HR	10
19.5	Rolloff Two Can Trailer	HR	10
19.6	Skid Mounted Vacuum System	HR	16
19.7	Tractor Only, No Trailer	HR	10
19.8	Tractor w/Box Van	HR	10
19.9	Tractor w/Dump Trailer	HR	10
19.10	Tractor w/Flatbed / Lowbed Trailer	HR	10
19.11	Tractor w/Liquid Transporter	HR	10
19.12	Tractor w/Rolloff Trailer	HR	10
19.13	Tractor w/Vacuum Trailer	HR	10
19.14	Vactor with Jet Rodder	HR	10
19.15	Vacuum Truck, Straight	HR	10
<b>20</b>	<b>Earth Moving Equipment - Emergency</b>	<b>PKG</b>	
20.1	Geiger Counter Meter	Day	2
20.2	Hydrogen Cyanide Meter	Day	2
20.3	Interface Probe	Day	2
20.4	Lumex RA915+ Mercury Vapor Analyzer	Day	2
20.5	Mercury Vapor Analyzer	Day	2

20.6	Particulate Meter, Mini Ram or equivalent	Day	2
20.7	Personal Air Pump Meter	Day	2
<b>21</b>	<b>Hoses/Pipes - Emergency</b>	<b>PKG</b>	
21.1	Hose - Chemical, 4 in X 20 ft.	Day	2
21.2	Hose - Flex, 4 in, per ft.	Day	2
21.3	Hose - Lay Flat, 6 in X 25 ft.	Day	2
21.4	Hose - Suction, 6 in X 25 ft.	Day	2
<b>22</b>	<b>Marine Response Equipment - Emergency</b>	<b>PKG</b>	
22.1	Airboat	Day	2
22.2	Boat / Workskiff without Motor	Day	2
22.3	Brush Skimmer	Day	2
22.4	Containment Boom per Day	FT	500
22.5	Drum Skimmer	Day	2
22.6	Landing Craft (LCM)	Day	2
22.7	Power Barge Boat	Day	2
22.8	Power Workboat, Fast Response	Day	2
22.9	Rigid Hull Inflatable (RIB) (18ft-22ft)	Day	2
22.10	Rope Mop per foot per day	Day	2
22.11	Rotating Disc Skimmer Unit	Day	2
22.12	Skim Pack Skimmer	Day	2
22.13	Skimmer	Day	2
<b>23</b>	<b>Pneumatic Power Tools - Emergency</b>	<b>PKG</b>	
23.1	3/4in Drill, Rotary Hammer	Day	3
23.2	Airspade Pneumatic Shovel	Day	3
23.3	Jackhammer	Day	3
23.4	Pneumatic Chipping Gun	Day	3
23.5	Steel Nibbler, Pneumatic	Day	3
<b>24</b>	<b>Pressure Washing Equipment - Emergency</b>	<b>PKG</b>	
24.1	Hot Water Pressure Washer	Day	3
24.2	40,000 PSI - 12 GPM - UHP Pump (305)	Day	3

25	Pumping/Transferring Pumps - Emergency	PKG	
25.1	Drum Head Vacuum System, Electric	Day	3
25.2	Drum Loader	Day	3
25.3	Pump - Double Diaphragm, 4 in	Day	3
25.4	Pump - Electric Drum	Day	3
25.5	Pump - Electric Submersible, 4 in	Day	3
25.6	Pump - Hydraulic Transfer, 6 in	Day	3
25.7	Pump - Trash, 4 in	Day	3
25.8	Drum Vacuum, Pneumatic	Day	3
26	Site Support - Emergency	PKG	
26.1	Generator - 8,000 Watt	Day	6
26.2	Intermodal Container	Day	6
26.3	Light Tower w/Generator	Day	6
26.4	Personnel Staging Tent, 20' x 30'	Day	6
27	Waste Material Approval - Emergency	PKG	
27.1	Profile Approval Fee (No Sample)	EA	2
27.2	Sample & Profile Approval Fee	EA	2
27.3	Profile Recertification Fee (No Sample)	EA	2

## 7. PAYMENT METHODS

### VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

### EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

**PAPER CHECK**

Paper checks can also be processed by the City for vendor payments.

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## SECTION V REQUIRED DOCUMENTS

### Proposal Requirements "Checklist"

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submit electronically through the eBid System as a condition to this Request for Proposals. **Failure to submit these required documents will deem your submittal unresponsive.**

Required Documents Checklist	Yes	No
Proposal Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Acknowledgement Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Proposer must provide the following information and upload to the eBid system:</i></b>		
<b><i>Scope of Services Proposed (Required):</i></b>		
(1) Qualifications and Experience	<input type="checkbox"/>	<input type="checkbox"/>
(2) Resources and Availability	<input type="checkbox"/>	<input type="checkbox"/>
(3) References	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance – Must provide a copy	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Company's <a href="http://www.Sunbiz.org">www.Sunbiz.org</a> Record	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Certifications / Licenses	<input type="checkbox"/>	<input type="checkbox"/>

CONTINUED ON NEXT PAGE



### PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: \_\_\_\_\_

Social Security/Federal Tax I.D. No.: \_\_\_\_\_

Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### ACKNOWLEDGEMENT OF ADDENDA

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**Instructions:** Complete Part I or Part II, Whichever Applies

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#### Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

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#### Part II:

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No Addendum was received in connection with this RFP.

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It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name

## PROPOSAL CONFIRMATION

In accordance with the requirements to provide **Household / Emergency Hazardous Waste Collection and Disposal Services** pursuant to **RFP No. 08-07-24-11**, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for **Household / Emergency Hazardous Waste Collection and Disposal Services pursuant to RFP No. 08-07-24-11** to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## INDEMNIFICATION CLAUSE

(Page 1 of 1)

**The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.** The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

#### ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or  
Type as Commissioned.)

### PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Check One

Submitted By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Email: \_\_\_\_\_

- ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_  
\_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_  
b. State of Incorporation: \_\_\_\_\_  
c. President's Name: \_\_\_\_\_  
d. Vice President's Name: \_\_\_\_\_  
e. Secretary's Name: \_\_\_\_\_  
f. Treasurer's Name: \_\_\_\_\_  
g. Name and Address of Resident Agent: \_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_  
b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership:\_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

6. How many years has your organization been in business under its present business name?\_\_\_\_\_

a. Under what other former name has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

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8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing Maintenance of Preserve Areas & Aquatic Vegetation Control Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

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9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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11. State the name of the individual(s) and titles who will personally supervise the work:

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12. State the name and address of the attorney, if any, for the business of the Proposer:

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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15. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.) Proposer(s) may limit their listings to the Gulf States (Florida, Alabama, Mississippi, Louisiana and Texas).

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
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16. Have you personally inspected the site of the proposed work?

Yes ☐ No ☐ NA ☐

17. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes ☐ No ☐

18. Did you attend the pre-proposal conference if any such conference was held?

Yes ☐ No ☐ No Conference Held ☐



19. Bank References:

Bank	Address/City/State/Zip	Telephone

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

\_\_\_\_\_  
Proposer 's Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public of the State of Florida, Personally appeared

\_\_\_\_\_ And  
*(Name(s) of individual(s) who appeared before notary)*

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- ☐ Personally known to me, or  
☐ Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ DID take an oath, or  
☐ DID NOT take an oath

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 08-07-24-11 for Household / Emergency Hazardous Waste Collection and Disposal Services.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
4. 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 with 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.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. 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 or 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, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
  - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
  - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- ☐ The person or affiliate has not been placed on the convicted vendor list.  
**(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)**
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of : \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Affidavit of Compliance with Foreign Countries of Concern  
Pursuant to Section 287.138, Florida Statutes (2023)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: \_\_\_\_\_, 2024.      Signed: \_\_\_\_\_

Entity: \_\_\_\_\_      Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_      State of \_\_\_\_\_ at Large (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## List of Participating Agencies

City of Coconut Creek 4800 W. Copans Road Coconut Creek, FL 33063	Mike Heimbach <a href="mailto:Mheimbach@coconutcreek.net">Mheimbach@coconutcreek.net</a> 954-956-1453
City of Fort Lauderdale 101 NE 3 <sup>rd</sup> Ave., Ste. 2100 Fort Lauderdale, FL 33301	Melissa Doyle <a href="mailto:Mdolye@fortlauderdale.gov">Mdolye@fortlauderdale.gov</a> 954-828-6111
City of Lauderdale Lakes 4300 NW 36 <sup>th</sup> St. Lauderdale Lakes, FL 33319	Robin Soodeen <a href="mailto:Robins@lauderdalelakes.org">Robins@lauderdalelakes.org</a> 954-535-2758
City of Hollywood 1650 South Park Road Hollywood, FL 33020	Daniel Millen <a href="mailto:dmillen@hollywoodfl.org">dmillen@hollywoodfl.org</a> 954-967-4206
City of Pembroke Pines 8300 S. Palm Drive Pembroke Pines, FL 33025	Rose Colombo <a href="mailto:rcolombo@ppines.com">rcolombo@ppines.com</a> 954-518-9011
City of North Miami Beach 17011 NE 10 <sup>th</sup> Ave. North Miami, FL 33162	Shereece George Depusoir <a href="mailto:Purchasing@citynmb.com">Purchasing@citynmb.com</a> 305-948-2946
City of Tamarac 7525 NW 88 <sup>th</sup> Avenue Tamarac, FL 33321	Vanessa Charry <a href="mailto:vanessa.charry@tamarac.org">vanessa.charry@tamarac.org</a> 954-597-3724
City of Coral Springs 9500 W. Sample Road Corals Springs, FL 33065	Claudia Alzate <a href="mailto:calzate@coralsrpings.gov">calzate@coralsrpings.gov</a> 954-346-1734
City of Coral Gables 405 Biltmore Way Coral Gables, FL 33134	Matt Anderson <a href="mailto:manderson@coralgables.com">manderson@coralgables.com</a> 305-460-5008