



## Firm Background and Experience & Service Performance and References

### A Family Company

There is more than meets the eye to running the Southeast's premier waste removal service company. Every day over 2,900 Waste Pro state of the art solid waste and recycling trucks service hundreds of thousands of customers. This task requires professional, experienced and dedicated people, working together under the leadership of an uncommon individual. When John Jennings began working in this industry in the early 70's he had no idea he would one day run one of the fastest growing solid waste and recycling firms in the Southeastern United States! After working on Wall Street as a trader and analyst, John decided to transition back into the solid waste industry, an industry he literally grew up in.

John began Waste Pro in 2001, and twenty years later we continue to be one of the fastest-growing privately-owned waste collection, recycling and processing and disposal companies in the country. We operate in ten Southeastern states. Our 2020 revenues exceeded \$700 million, and we service more than two million residential and 40,000 commercial customers from over 75 operating locations. Our Executive Team, led by John Jennings and his son Sean, are seasoned industry professionals. We offer the benefits of this family experience to the Town of Malabar. Every facet of our Florida-based company is geared toward providing whatever it takes to meet our customers' needs!

Longwood-based Waste Pro of Florida, Inc. (Waste Pro), founded in 2001, currently services municipalities as small as a few hundred homes (Melbourne Village) to municipalities *in excess of 80,000 homes* (Cape Coral). We offer services from over 75 Southeastern operating locations including landfills in ten states: Florida, Alabama, Mississippi, Missouri, Louisiana, Arkansas, Tennessee, North and South Carolina and Georgia. The majority of our municipal contracts are located here in Florida. We operate in 62 of 67 Florida Counties, from the panhandle to Miami. Waste Pro maintains state of the art recycling processing facilities (MRF's) in Atlanta, Sarasota and Ocala. We employ more than 3,800 employees and have more than 2,900 clean collection vehicles. Each collection truck displays community-oriented graphics. Every truck incorporates the 3<sup>rd</sup> Eye, 360-degree onboard camera safety system.

Waste Pro's fleet is valued at more than \$500 million, and in 2011 we announced a \$100 million investment in Compressed Natural Gas-powered collection vehicles. Our first CNG fueling facility opened its doors in Fort Pierce, with others following in Daytona Beach, Palm Coast, Pompano Beach, Jacksonville, Sarasota, and Sanford, Florida.

*It was in those early days that Michael Jennings learned and passed on to his son John, the philosophy on which the Waste Pro Group was built: loyal customers are earned by providing better, more efficient and more courteous service. Today, John Jennings, our clients and valued customers realize the benefits of these years of experience, specialized knowledge and hard work.*

When John Jennings started his first waste collection company in 1973 he didn't think about how large his company eventually would become – he only knew that his customers paid for a service and he wanted to provide the best service that he possibly could. He wanted to distinguish himself from the other companies, and he did just that. He started in Orange County, Florida in the residential collection business and soon expanded into the commercial business. In 1976 he expanded into Seminole County, and in



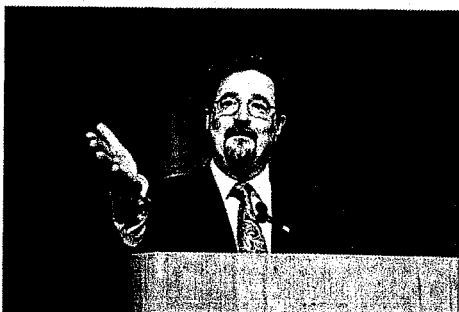
1981 he opened a site in Osceola County. By 1983 he ventured into Volusia and Flagler Counties. By 1992 the Jennings companies expanded operations to include municipal consulting and sales. To more adequately describe the total services being offered, John incorporated JENNINGS ENVIRONMENTAL SERVICES, INC. in March of 1992 and used this vehicle for expansions and acquisitions.

John Jennings met John Drury, then a BFI Regional Vice President, in 1979. John Drury later became president of BFI and subsequently, Chairman and CEO of USA Waste Services, Inc (USA). As both companies grew, a professional friendship developed between both men, which led to the transition in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first-tier subsidiary of USA. This move resulted in John heading up corporate activity for Florida and the Caribbean. JENNINGS and USA grew rapidly, to the point where USA acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA, the board of directors elected to change the USA name to Waste Management.

Tired of a large, bureaucratic corporate structure, Mr. Jennings and a few executives decided to leave Waste Management and start a new, family-based company in 2001 – Waste Pro of Florida! Today's Waste Pro Jennings Team is made up of people who prefer day-to-day contact with both our employees and customers. Our philosophy is drastically different than the corporate bureaucratic make-up of the big national companies. Our adherence and dedication to customer service differs from the dictates of an out-of-state policy. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employers and their families was thought to be old fashioned. Our entire team decided that we needed to sever our relationship with Waste Management and begin to offer our type of customer service relationships to all customers. We left together in January 2000 and agreed to stay out of waste collection in North and Central Florida for one year. We decided to provide consulting, demolition and land clearing, and we began waste collection in Georgia and South Carolina. As we grew, more key personnel joined the Waste Pro team, including these solid waste veterans: CFO Cort Sabina, VP of Municipal Marketing Tim Dolan, Regional Vice Presidents Erik Sankey, Keith Banasiak, Russell Mackie and Ralph Mills. Today's Waste Pro's core Corporate Team consists of:

### Senior Management Team

**John Jennings – Chairman, Waste Pro USA:** For over forty years John Jennings has been involved in the



solid waste and recycling industry in Central Florida. The son of a garbage man and a first generation American, Mr. Jennings is a **nationally recognized expert** in the Solid Waste & Recycling industry. He has held high ranking positions in IWS, USA Waste and Waste Management along with owning Jennings Environmental Services. In 2001 he started Waste Pro and has watched the company blossom into over 75 operating locations, more than 3,800 employees, with more than \$700 million a year in annual revenues. Waste Pro went from 2 trucks with a handful

of customers in 2001 to over 2 million residential customers in 2020.

Under Mr. Jennings' leadership, vision and commitment to superior service Waste Pro has become the leading solid waste and recycling services provider in the Southeast. John has served on numerous solid



waste and recycling industry and governmental committees and panels. He has been a feature speaker about environmental issues, both nationally and internationally. In 2011 he was unanimously elected to the National Solid Waste Management Association Hall of Fame. John was a finalist for Ernst & Young Florida Entrepreneur of the Year Award, elected to the Holy Cross High School Hall of Fame, and lastly John was the keynote speaker at the 2011 Executive Roundtable for America's Solid Waste Leaders. Education Level – B.A. Finance and Master's of Business Administration, St. Johns University (NY). John also has a Chartered Investment Analysis degree from New York Institute of Finance. Phone: 407-869-8800, Fax: 407-869-8884. [jjennings@wasteprousa.com](mailto:jjennings@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

- Member, Board of Governors and Board of Directors, Sweetwater Club
- Member, Board of Advisors, St. Johns University, NY, College of Business Admin.
- Registered Representative: NASD, NYSE, Portfolio Manager, Stock Trader and Analyst.

**Sean Jennings – President & CEO:**



Sean, a native Floridian, previously served as the Division Manager of Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. A third-generation garbage man, he is the son of Waste Pro Founder John Jennings. Sean has been exposed to every facet of the business throughout his life, and more formally since joining the company in 2012. Prior to becoming President, he worked in various roles since he was a teenager. His summers in high school were spent on the back of a garbage truck. Post college he worked on garbage trucks in Costa Rica, then worked in operations and landfill construction in Mississippi and Georgia. Four years ago, Sean earned the title of Division Manager for the Waste Pro Tampa-Clearwater region. In 2016 he assumed management of the Bradenton-Sarasota division, where he built a compressed natural gas fueling facility and a materials recycling facility. A graduate of the University of Alabama, with a degree in Finance

and Economics, he is a Board Member of Keep Manatee Beautiful and is a member of Waste Pro's inaugural Young Leaders Initiative class. He was recently recognized as one of Waste360's 40 under 40 and The Orlando Business Journal acknowledged Sean as a "40 Under 40" awards honoree. Sean was also instrumental in spearheading an innovative hiring program - he recently partnered Waste Pro with the Florida Department of Corrections to create an employment program for offenders under state supervision. This program is aimed at addressing the nationwide shortage of skilled mechanics and commercially licensed drivers, as well as reducing recidivism among offenders. This program is currently operational in Waste Pro's Sanford and Orlando offices. Phone: 407-869-8800, Fax: 407-869-8884, [sjennings@wasteprousa.com](mailto:sjennings@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



**Keith Banasiak – Chief Operating Officer & Senior Vice President:** A graduate of Indiana University with



a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he began working in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments. In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7,500 commercial accounts. Banasiak was promoted to Senior Vice President in 2019. Prior to his promotion, he served as Regional Vice President of Waste Pro's Florida West

Coast operations, one of the company's largest regions with more than 275,000 residential customers and 10,000 commercial customers. This area covers Florida's West Coast from Taylor County south through Collier County. As a resident of Southwest Florida, Banasiak is involved with many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and a board member for The Foundation for Lee County Public Schools. Phone: 239-229-7500, Fax: 407-869-8884, [kbanasiak@wasteprousa.com](mailto:kbanasiak@wasteprousa.com), 2101 West S.R. 434, Longwood, FL 32779.

**Cort Sabina – Chief Financial Officer:** Cort Sabina has 25 years of in-depth financial management



experience. At Waste Pro, he has served as Vice President of Finance and Controller. Today, he is CFO of the entire finance function for Waste Pro. Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that roll as Division Controller with Allied Waste in the Chicago market. In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a

District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort has held the position of V.P. and Chief Accounting Officer, and in June 2013 has assumed the duties of CFO. He is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Phone: 407-869-8800, Fax: 407-869-8884, [csabina@wasteprousa.com](mailto:csabina@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



**Bob Hyres - Executive Vice-President:**



Mr. Hyres has over thirty years of experience in the solid waste and recycling industry. He is a recognized expert in all aspects of solid waste collection, recycling, processing and disposal. He manages very large multiple operations, complex municipal marketing groups and corporate government affairs. He is actively involved in key leadership roles in local, state and national environmental organizations. He is the past Chairman of the Advisory Board for the Florida Center for Solid and Hazardous Waste Management (a Florida University System Study Center) and the Florida Chapter of the National Solid Wastes Management Association (NSWMA). He also currently serves on the Government Affairs Committee for the national arm of the NSWMA. He was recognized for his statewide leadership role in Florida and was awarded the 2002 NSWMA National Distinguished Service

Award in Las Vegas. Bob earned an undergraduate degree in Business and Economics and a Master's Degree in Management from Rollins College, Crummer Graduate School, Winter Park, Florida. Phone: 407-869-8800, Fax: 407-869-8884, [bhyres@wasteprousa.com](mailto:bhyres@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

**Ron Pecora – Chief Marketing Officer:**



Mr. Pecora has more than 35 years of professional experience in marketing management, relationship marketing, public relations, advertising and community engagement. As Waste Pro's CMO, he manages corporate-wide internal and external communications, advertising, sponsorships, internet sales, collateral literature development and overall business development programs. Prior to joining Waste Pro in 2010, Ron owned a marketing communications (advertising and public relations) firm for 20 years. Early on in his career Ron was the Marketing Director for a consulting engineering firm with 50 offices throughout the Southeast. He has been active in the Central Florida community, chairing the boards of many social services organization. Ron also served as a Commissioner of the Orlando Housing Authority. He is a 1968 graduate of UF, College of Journalism. After graduation Ron served as an information spokesperson in the USAF during the Vietnam War. Phone: 407-869-8800, Fax:

407-869-8884, [rpecora@wasteprousa.com](mailto:rpecora@wasteprousa.com), 2101 West S.R. 434, Longwood, FL 32779.

**Shannon Early – Corporate Human Resources Director:**



An Orlando native, Ms. Early has more than 20 years of Human Resources experience. A graduate of Florida State University, Shannon is certified as a Senior Professional in Human Resources (SPHR) by the Society for Human Resource Management. Shannon began her career with SunTrust Banks, Inc. where she was responsible for recruiting and employee relations within their Operations Division. In 1998 she joined AAA, transitioning to the position of Manager of Employee Development and Staffing. In this role Shannon held HR responsibilities that covered a variety of assignments, including recruitment, employee relations/engagement, management training, EEO/AA, and policy development. Ms. Early joined Waste Pro in 2011 as Manager of Training and Human Resources. In August 2013 she assumed the responsibilities of Director of Human Resources. Shannon is a member of the Employers Association Forum Board. Education Level:

B.A. Management, FSU. Phone: 407-869-8800, Fax: 407-869-8884, [searly@wasteprousa.com](mailto:searly@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



**Tim Dolan – Vice President of Municipal Marketing:** With over 30 years of experience in the solid waste



and recycling industry, Vice President of Municipal Marketing Tim Dolan will assist with Malabar’s Transition. A second-generation garbage man, Tim began working in this industry during high school. He has held positions in sales, human resources, operations, safety, management and municipal marketing. He has worked in Kentucky, Georgia, North and South Carolina and Florida for regional and national solid waste firms. Tim has successfully managed over 20 contract startups (transitions) ranging from 500 to 40,000 homes in the past 19 years, including unincorporated Marion, Seminole, Orange, Polk, Volusia and Lake Counties. Tim has managed the Central Florida market for Waste Pro since 2002, and he is familiar with every county and municipal contract within his footprint. Tim has been a board member of BSA–Central Florida Council, Seminole State Foundation, Private Business Association of Seminole County, Florida Citrus Sports, Four Townes Rotary, and Volusia County Boys and Girls Clubs. Education Level – B.A. History, NCSU, Raleigh, NC. Phone: 321-231-2544, Fax: 407-869-8884, [tdolan@wasteprousa.com](mailto:tdolan@wasteprousa.com), 2101 S.R. 434, Longwood, FL 32771.

**Romeo Vellutini – Corporate Director of Safety:**



Originally from Denver, CO, Romeo spent much of his life in Las Vegas. He joined the Waste Pro team in 2017 and has more than 20 years of experience in the waste and recycling industry. Prior to joining Waste Pro, he was an Area Safety Manager for a national waste services firm. He was instrumental in developing process improvements, claims & risk reduction procedures, and OSHA/DOT compliance. Romeo has a particular knack for team building and getting employees to “buy in” to cultural change, as it’s related to improving safety practices and procedures. One of his greatest accomplishments was being recognized and awarded for finishing first in Safety Compliance nationwide. He’s a member of the American Society of Safety Engineers and he currently resides in Debary, FL. Phone: 407-869-8800. Fax: 407-869-8884,

[rvellutini@wasteprousa.com](mailto:rvellutini@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

**TOWN OF MALABAR, FLORIDA**  
**Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste**  
**Collection Services RFP# 2021- 01**

**Service Reference #1**

*Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.*

Municipality/County: City of Winter Park, Florida, a customer of Waste Pro of Florida, Inc.  
 Contact (Name/Title): Michelle Neuner, Assistant City Manager  
 Contact Address: 401 S. Park Ave, Winter Park, FL 32789  
 Contact Phone: (407) 599-3399 Contact Email: mneuner@winterpark.org  
 Term of Current Contract: Start Date: 2009 End Date: 2023

**Residential Collection Service Provided:**

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	9,026	<input type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recyclables	U	9,026	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Trash	U	9,026	n/a	X		
<input checked="" type="checkbox"/>	Bulk Trash	U	9,026	n/a	X		

Is asset management for Roll Carts provided?  YES  NO

Commercial Collection Service Provided:  YES  NO

Number of commercial Solid Waste customers: 685

Commercial recyclables collection provided:  YES  NO

Other relevant information:

Also provide household hazardous waste collection in Winter Park  
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PROPOSER: Waste Pro of Florida, Inc.

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-01

**Service Reference #2**

*Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.*

Municipality/County: City of Lake Mary, Florida, a customer of Waste Pro of Florida, Inc.  
 Contact (Name/Title): Kevin Smith, City Manager  
 Contact Address: 100 N. Country Club Rd, Lake Mary, FL 32746  
 Contact Phone: (407) 585-1400 Contact Email: ksmith@lakemaryfl.com  
 Term of Current Contract: Start Date: 2015 End Date: 2022

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	3,907	<input checked="" type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recyclables	U	3,907	<input checked="" type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Trash	U	3,907	n/a	X		
<input checked="" type="checkbox"/>	Bulk Trash	U	3,907	n/a	X		

Is asset management for Roll Carts provided?  YES  NO

Commercial Collection Service Provided:  YES  NO

Number of commercial Solid Waste customers: 259

Commercial recyclables collection provided:  YES  NO

Other relevant information:

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PROPOSER: Waste Pro of Florida, Inc.



TOWN OF MALABAR, FLORIDA

Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021- 01

**Service Reference #3**

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: City of Cape Canaveral, a customer of Waste Pro of Florida, Inc.  
 Contact (Name/Title): Todd Morley, City Manager  
 Contact Address: 100 Polk Avenue, Cape Canaveral, FL 32920  
 Contact Phone: (407) 868-1220 Contact Email: citymanager@cityofcapecanaveral.org  
 Term of Current Contract: Start Date: 2009 End Date: 2024

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	2,393	<input type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recyclables	U	2,393	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Trash	U	2,393	n/a	X		
<input checked="" type="checkbox"/>	Bulk Trash	U	2,393	n/a	X		

Is asset management for Roll Carts provided?  YES  NO

Commercial Collection Service Provided:  YES  NO

Number of commercial Solid Waste customers: 243

Commercial recyclables collection provided:  YES  NO

Other relevant information:

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PROPOSER: Waste Pro of Florida, Inc.

TOWN OF MALABAR, FLORIDA  
 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
 Collection Services RFP# 2021- 01

**Service Reference #4**

*Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.*

Municipality/County: Town of Grant-Valkaria, a customer of Waste Pro of Florida, Inc.  
 Contact (Name/Title): Jason Mahaney, Town Administrator  
 Contact Address: 1449 Valkaria Rd, Grant-Valkaria, FL 32950  
 Contact Phone: (407) 951-1380 Contact Email: townadmin@grantvalkaria.org  
 Term of Current Contract: Start Date: 2012 End Date: 2025

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	1,916	<input type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recyclables	U	1,916	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Trash	U	1,916	n/a	X		
<input checked="" type="checkbox"/>	Bulk Trash	U	1,916	n/a	X		

Is asset management for Roll Carts provided?  YES  NO

Commercial Collection Service Provided:  YES  NO

Number of commercial Solid Waste customers: 48

Commercial recyclables collection provided:  YES  NO

Other relevant information:

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PROPOSER: Waste Pro of Florida, Inc.



## Service Transition History

We are proud to offer services from over 75 locations in ten states which include Florida, Georgia, Louisiana, Mississippi, North & South Carolina, Tennessee, Alabama, Arkansas and Missouri. Waste Pro has transitioned into three hundred-plus exclusive City and County franchises. Waste Pro provides solid waste and recycling services to over 2,000,000 residences and over 40,000 businesses.

### Waste Pro Storage, Maintenance, Staging and Office Locations

#### Longwood, FL (corporate office)

Fort Myers, FL  
Milton, FL  
Southaven, MS  
Cocoa, FL  
Fanning Springs, FL  
Jacksonville, FL  
Midway, FL  
Daytona Beach, FL  
Sarasota, FL  
West Palm Beach, FL  
Davenport, FL  
Panama City Beach, FL  
Ocala, FL  
Hernando, FL  
Athens, GA  
Hardeeville, SC  
Alabaster, AL  
Concord, NC  
Gautier, MS  
Meridian, MS  
Kenner, LA  
Jackson, MS  
Natchez, MS  
Brookhaven, MS  
Elkton, FL  
St. Augustine, FL  
Ball Ground, GA  
Birmingham, AL  
DeKalb, MS  
Crestview, FL  
Southport, FL

Fort Pierce, FL  
Sanford, FL  
Arden, NC  
Orlando, FL  
Alachua, FL  
Bunnell, FL  
Palatka, FL  
Lake City, FL  
Crestview, FL  
Tallevast, FL  
Pembroke Pines, FL  
Columbus, MS  
Pompano Beach, FL  
Clearwater, FL  
Clermont, FL  
Doraville, GA  
Summerville, SC  
Spanish Fort, AL  
Monroe, NC  
Ocean Springs, MS  
Hattiesburg, MS  
Geismer, LA  
Miami, FL  
Greenwood, MS  
Hoxie, AR  
Interlachen, FL  
Quincy, FL  
Atlanta, GA  
Lake City, FL  
Blountstown, FL  
Freeport, FL

Since 2001, Waste Pro USA has earned most of these franchised hauling contracts through a competitive bidding process, however some were absorbed through acquisition. Below is a sample of military and municipal contracts that we continue to serve:



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

Waste Pro began operating in Brevard County in 2002, when we first began servicing the three military bases from our operational facility on Range Road. Since then we have transitioned into five of Melbourne's sister municipalities (yellow above). Each of these municipal contracts has been extended or renewed. Due to excellent service levels, these Brevard County municipalities have never gone out to bid.



## Service Transition History Form (modified)

Municipality/County/State: City of Atlantis  
Contact Name/Title: Brian Moore, City Manager  
Contact Phone: 561-956-1744 Contact Email: bmoore@atlantisfl.gov  
Contract Included  
Exclusive Residential: Y # of units: 1,006  
Carted Garbage: Y Carted Recycling: Y  
Date of Transition: 2/19/20 Entering/Exiting Contract: Entering  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: Y # of Customers: 38 Conducted Cart (A&D) Delivery: Y

Municipality/County/State: Ponce Inlet  
Contact Name/Title: Jeff Miller, Public Works Director  
Contact Phone: 386-322-6729 Contact Email: jmiller@ponce-inlet.org  
Contract Included  
Exclusive Residential: Y # of units: 12,342  
Carted Garbage: N Carted Recycling: N  
Date of Transition: 10/1/19 Entering/Exiting Contract: Entering  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N # of Customers: 0 Conducted Cart (A&D) Delivery: N

Municipality/County/State: Loxahatchee Groves  
Contact Name/Title: Francine Ramaglia, Assistant City Manager  
Contact Phone: 561-793-2418 Contact Email: framaglia@loxahatcheegroves.gov  
Contract Included  
Exclusive Residential # of units: 1,260  
Carted Garbage: Y Carted Recycling: N  
Date of Transition: 10/1/19 Entering/Exiting Contract: Exiting  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N # of Customers: 65 Conducted Cart (A&D) Delivery: Y

Municipality/County/State: Oviedo  
Contact Name/Title: Bobby Wyatt, Public Works Director  
Contact Phone: 407-971-5648 Contact Email: bwatt@cityofoviedo.net  
Contract Included  
Exclusive Residential: Y # of units: 12,342  
Carted Garbage: Y Carted Recycling: Y  
Date of Transition: 10/1/20 Entering/Exiting Contract: Entering  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N # of Customers: 0 Conducted Cart (A&D) Delivery: Y

Municipality/County/State: North Reddington Beach  
Contact Name/Title: Mari Campbell, Town Clerk  
Contact Phone: 727-391-4848 Email: NRB.FI@townofnorthreddingtonbeach.com  
Contract Included  
Exclusive Residential: Y # of units: 285  
Carted Garbage: Y Carted Recycling: Y



Date of Transition: 4/1/19                      Entering/Exiting Contract: Entering  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N                      # of Customers: 87                      Conducted Cart (A&D) Delivery: Y

Municipality/County/State:                      City of Seminole  
Contact Name/Title:                      Rodney Due, Public Works Director  
Contact Phone: 727-397-6383    Contact Email: rdue@myseminole.com

Contract Included

Exclusive Residential: Y                      #of units: 7,218  
Carted Garbage: Y                      Carted Recycling: Y  
Date of Transition: 12/1/20                      Entering/Exiting Contract: Entering  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: Y                      # of Customers: 299                      Conducted Cart (A&D) Delivery: Y

Municipality/County/State:                      Gulf County  
Contact Name/Title:                      Michael Hammond, County Administrator  
Contact Phone: 850-229-6106    Contact Email: mhammond@gulfcounty.fl.gov

Contract Included

Exclusive Residential: Y                      # of units: 2,425  
Carted Garbage: Y                      Carted Recycling: N  
Date of Transition: 5/31/19                      Entering/Exiting Contract: Exiting  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N                      # of Customers: 66                      Conducted Cart (A&D) Delivery: Y

Municipality/County/State:                      Port St. Joe  
Contact Name/Title:                      Jim Anderson, City Manager  
Contact Phone: 850-229-8262    Contact Email: janderson@psjfl.gov

Contract Included

Exclusive Residential: Y                      # of units: 6,400  
Carted Garbage: Y                      Carted Recycling: N  
Date of Transition: 1/31/19                      Entering/Exiting Contract: Exiting  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: Y                      # of Customers: 110                      Conducted Cart (A&D) Delivery: Y

Municipality/County/State:                      Belleview  
Contact Name/Title:                      Sandi McKamey, City Administrator  
Contact Phone: 352-245-7021    Contact Email: smckamey@belleviewfl.org

Contract Included

Exclusive Residential: Y                      # of units: 1,850  
Carted Garbage: N                      Carted Recycling: N  
Date of Transition: 12/31/19                      Entering/Exiting Contract: Exiting  
This transition had minimal service disruption: Strongly Agree  
Exclusive Commercial: N                      # of Customers: 0                      Conducted Cart (A&D) Delivery: Y



## Performance History

During the last five (5) years Waste Pro has not been involved in any criminal actions pertaining to solid waste collection services, nor any civil actions, losses of service contracts, bid bond claims, or performance bond claims.

During the last five (5) years liquidated damages relating to solid waste collection services involving ten thousand dollars (\$10,000) or more per contract year are as follows:

Palm Beach County 2018, City of Port St. Lucie 2019 and 2020, St. Lucie County 2019 and 2020, Leon County 2015, 2016, 2017, 2018, 2019, City of Tallahassee 2015, 2016, 2017 and 2019, City of Palm Coast 2019 and 2021, City of Jacksonville 2016, 2018, 2019 and 2020, City of Daytona Beach 2016, Orange County 2018 and 2019, Seminole County 2018, Lake County 2018 and 2019, City of Sanford 2018.

Our Brevard County Division has been one of this company's highest performing Divisions. As of 8/17/21 there have been NO fines or liquidated damages levied against the Brevard Division of Waste Pro of Florida, Inc. Our Brevard County contracts have recognized us for providing **OUTSTANDING SERVICE!**



## Staff Experience

### Local Staff Experience!

Our Waste Pro veterans who will service Malabar's contract have over 200 years of combined experience in this industry, and most have worked in Solid Waste most of their adult lives. Whether Management, Maintenance, Operations, Safety, or Administrative, seasoned solid waste and recycling veterans from Central Florida will be responsible for this contract. Many of these professionals have worked together at Waste Pro for years. We understand each other's roles, and we support each other in various capacities. Only experienced industry veterans will continue to be responsible for the Town of Malabar's solid waste & recycling contract.

### **Regional VP – Erik Sankey – Malabar Overall Project Manager**



Erik has over two decades of experience in the solid waste and recycling industry, previously holding managerial roles with two national haulers. In addition, he has experience as an owner/operator for smaller regional haulers. Mr. Sankey joined Waste Pro in 2019 as a Regional Operations Manager for our Central Florida footprint and was promoted to Regional Vice President in 2020. As RVP, he oversees Waste Pro operations in Brevard, Seminole, Orange, Volusia, Marion and Lake Counties. Waste Pro's Central Florida Region is one of our original service areas, serving Grant-Valkaria, Cape Canaveral, Palm Shores, Melbourne Beach, Melbourne Village, Windermere, Winter Park, Maitland, Sanford, Winter Springs, Daytona Beach, Port Orange, Ormond Beach, Ocala, Lake, Orange,

Seminole and Lake Counties. In addition to managing the region's six operational facilities, Erik oversees Waste Pro's recycling facility in Ocala, our transfer station in Ormond Beach and compressed natural gas (CNG) stations in Sanford and Daytona. Education level – B.S. History & Political Science, Carroll University (WI). Letterman in football and track & field at Carroll. Phone: 407-401-6771, Fax: 407-786-0800, [esankey@wasteprousa.com](mailto:esankey@wasteprousa.com), 3705 St. John's Parkway, FL 32771.

### **Brevard County Division Manager – Dean Ulrich – Local Manager**



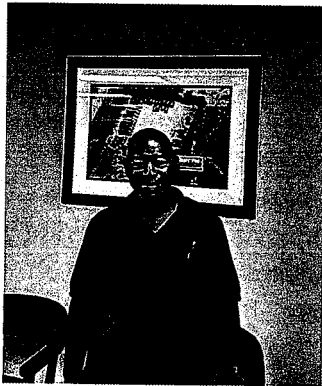
Mr. Ulrich is a proven leader in the solid waste & recycling industry. After college he worked as a Controller with BFI Waste Systems. He quickly rose through the ranks, becoming a District Manager/Controller, Operations Manager/Controller, District Manager and by 2004, a Region Operations Manager in Ithaca, NY. After 19 years in this industry he moved into a GM position with a Converted Organics manufacturing & packaging plant and then into a Branch Manager position in the heavy equipment and trucking industry. Mr. Ulrich has a proven ability to work effectively with all levels of management, employees, customers and government officials. Mr. Ulrich is well versed in Safety, personnel development, contract retention, DOT, DEP regulations, and overall P&L responsibility. Education level – B.A. Business

Administration, Alma College (MI). Phone: 321-863-1457, Fax: 321-639-8968, [dulrich@wasteprousa.com](mailto:dulrich@wasteprousa.com), 2951 W. King Street, Cocoa FL 32926



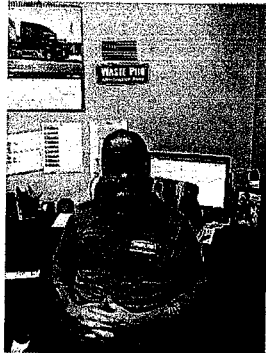


### **Brevard County Operations Manager – James Mack**



Mr. Mack is another Waste Pro military veteran, having served in the US Army from 1979 until 1982 as a heavy truck and tank mechanic. After receiving his Honorable Discharge, James started his career in the solid waste and recycling industry as a residential driver. James quickly rose through the ranks from a residential driver to commercial roll off driver, commercial front end driver and then residential supervisor. After managing and operating every type of residential and commercial vehicle, Mr. Mack was promoted to Brevard County Commercial Supervisor. James then brought his expertise to Waste Pro in 2016, beginning as a residential route manager. James now manages every residential and commercial route for Waste Pro in Brevard County, working closely with Customer Service and Dispatch Departments. James is well versed on Safety protocols and he works closely with municipal staffs. A Brevard County resident for decades, Mr. Mack is familiar with nearly every residential and commercial route in your County. Phone: 321-377-1007, Fax: 321-639-8968, [jmack@wasteprousa.com](mailto:jmack@wasteprousa.com), 2951 W. King Street, Cocoa, FL 32926.

### **Brevard County Maintenance Manager – David Workman**



With a lifelong passion for everything mechanical, Mr. Workman began his maintenance career working on farm equipment in Ohio. After working on heavy trucks for a national hauler in Ohio for the last 15 years, David moved to Brevard County in 2018 to manage our Maintenance Department. David has now led the Brevard County Maintenance Department for the last 3 years, overhauling and initiating fleet improvements, and teaching his mechanics on every aspect of heavy-duty hauling equipment. David is very goal-oriented, always up for a challenge, and has a wide range of skills that has made him very successful in this industry. David currently manages a fleet of 15 commercial and 11 residential collection vehicles. Phone: 321-863-0211, Fax: 321-639-8968, [dworkman@wasteprousa.com](mailto:dworkman@wasteprousa.com), 2951 W. King Street, Cocoa, FL 32926.

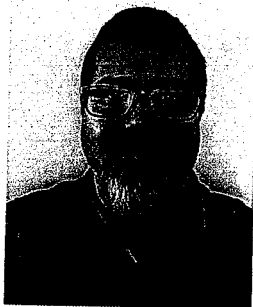
### **Brevard County Office Manager – Cindi Tiger**



Mrs. Tiger began her career With Waste Pro in 2003, working in the Accounts Receivable Department in Orlando. She then took on added responsibilities in Accounts Receivable and Customer Service Departments. As the company grew Cindi was promoted to Office Supervisor for both the Orlando and Pine Hills Operational Facilities. When Waste Pro landed the Cape Canaveral contract in 2009, Cindi moved to Titusville to become the Office Manager for Waste Pro's growing Brevard County facility. As more municipal contracts were added, Cindi took on more responsibility. She assists the Division Manager with overall contract administration, and assists with Dispatch, Customer Service, Accounts Receivable & Billing. Cindi has a thorough understanding of the five Brevard County municipalities we service, as well as our three military base contracts. Phone: 321-837-0055, Fax: 321-639-8968, [ctiger@wasteprousa.com](mailto:ctiger@wasteprousa.com), 2951 W King St. Cocoa, FL 32926.

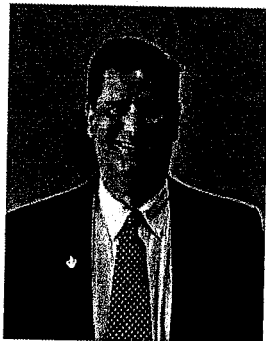


### **Regional Safety Manager – Tim Nicholson**



Our newest member, Tim spent 30 years in the fire services industry before joining Waste Pro. In his 30 years with Seminole County Fire Department, he was a Paramedic and gradually rose to Lieutenant. He was responsible for Training, Response, Hazardous Waste and EMS calls. As a Battalion Chief, Tim was responsible for EMS response and overall department oversight. He was responsible for development of the rescue fleet and training of department Paramedics. As a Division Chief of Logistics, he was responsible for the fleet, building maintenance, facilities construction, Departmental Compliance and Accreditation. Mr. Nicholson headed up the Department's Safety Committee and he represented the County's Safety Committee. Tim was a BSA Assistant Scout Master, Dixie Youth baseball coach and is currently the President of a high school band Parent's Association. We are proud to have Tim Nicholson on the Waste Pro Team! Phone: 407-342-9238, Fax: 407-786-0800, [tnicholson@wasteprousa.com](mailto:tnicholson@wasteprousa.com), 1400 S. Orange Blossom Trail, Orlando, FL 32805.

### **Government Affairs & Marketing – Platt Loftis**



Platt began his solid waste and recycling career as a Waste Pro trainee in February 2006. He began working as a route supervisor for Winter Springs and Longwood. He was promoted to an Operations Manager in 2008, overseeing municipal startups in Casselberry, Orange County, Port Orange, Buncombe County, NC and Concord, NC. He also managed our Seminole County, Deltona, Sanford, Winter Springs, Longwood, Winter Park, Maitland, Windermere contracts. In 2009 he was promoted to Division Manager of Waste Pro's Cocoa facility, where he started up our Cape Canaveral, Palm Shores, Melbourne Beach and Melbourne Village contracts. In 2012 Mr. Loftis was assigned to the Regional Office to work in Government Affairs. His footprint covers Brevard, Orange, Osceola, Lake, Seminole, Marion and Polk Counties. Education Level – B.A. United States History, UNC – Chapel Hill, NC. Phone: 407-383-0003, Fax: 407-786-0800, email: [ploftis@wasteprousa.com](mailto:ploftis@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

### **Regional Controller – Kerry Salazar**



Kerry Salazar previously worked in the financial management field, as a controller for construction and mortgage firms in Colorado, Virginia and Georgia. Since joining Waste Pro in 2008 as a Regional Controller, Kerry has been responsible for the daily general ledger accounting and financial reporting for seven hauling divisions, one landfill and one recycling material recovery facility (MRF). She also analyzes the results of the region's performance against historical and budgeted strategic planning, which facilitates the decision-making of Division Managers and the Regional Vice President. Ms. Salazar's role has expanded with the Central Florida region – she now is involved in every operational and managerial aspect of each growing division, which affects her P&L and budget forecasts. Education Level – B.A. Accounting, Colorado State University. Phone: 407-774-0800. Fax: 407-786-0800, [ksalazar@wasteprousa.com](mailto:ksalazar@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.



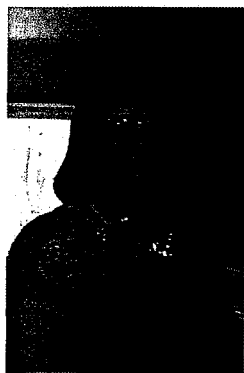
**Regional Analyst – Rich Meinert**



Rich is a retired Senior NCO with 20 years of active duty in the USAF. He spent 10 years as a manager for Seminole County Solid Waste Department. During his employment with Seminole County he received steady advancement with titles including: Customer Service Manager, Operations Manager, Project Manager, Program Manager, and Division Manager. In these roles Mr. Meinert was involved in almost every facet of municipal solid waste and recycling operations. Joining the Waste Pro team in 2009 as a Regional Analyst, Rich is responsible for Data Management, Contract Administration and Report Administration. Rich also oversees RFID technology. Education Level – MBA, University of Phoenix. Phone: 407-774-0800, Fax: 407-786-0800, email: [rmeinert@wasteprousa.com](mailto:rmeinert@wasteprousa.com),

3705 St. Johns Parkway, Sanford, FL 32771.

**Regional Office Manager – Donna Hardy**



Donna began working in the solid waste industry in May 1994 as an assistant controller for three districts in North Florida. Over the next thirteen years, she became a Senior Controller for 3 hauling companies, 4 landfills and three transfer stations stretching from Folkston, Georgia to Wildwood, Florida. In 2009 she was promoted to Senior Processor for all container capital purchases and Transfer Stations and Landfill expansion projects for the entire North Florida Area (53 districts – hauling, landfill and transfer stations). Donna joined the Waste Pro team in March 2012 as Regional Administrator for North and Central Florida. In this role she supports and trains Waste Pro administrators and operational staff members. Mrs. Hardy received an Accounting degree from Daytona State College in 1994.

Phone: 406-774-0800, Fax: 407-786-0800, [dhardy@wasteprousa.com](mailto:dhardy@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

**Regional Maintenance Manager – David Ginapp**



A US Navy submarine veteran, David has over twenty years of experience in the solid waste industry as a mechanic and shop manager. He also worked as a route supervisor and container/compactor repairman and supervisor. David was promoted to maintenance manager, Division Team Leader (overseeing 6 hauling divisions) and Regional Maintenance Manager, overseeing forty-three locations in 9 states. Before he came to Waste Pro in 2017, he was Region Fleet Director over twenty-three hauling divisions in 6 states. He now manages our Central Florida footprint, which includes our Brevard County fleet. Mr. Ginapp has an A.A. degree in Business. Phone: 407-

455-8175, Fax: 407-786-0800, [mginapp@wasteprousa.com](mailto:mginapp@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.



### Driver Training Center Manager – Larry Lemon



Mr. Lemon, a USAF veteran (flight engineer), is another Waste Pro manager with solid waste and recycling experience. Beginning his management career with Seminole Precast Manufacturing, Larry quickly rose up through the ranks, eventually becoming Production Manager. Larry managed over 200 employees through his 10-year career at Seminole Precast. In 2009 Larry joined Waste Pro as a residential driver, and quickly became a leader within the driver ranks. Mr. Lemon became a Safety Trainer in 2013, then was promoted to Driver Training Center Manager earlier this year. Larry trains all new drivers on the **Smith System**, a world class video driver training system. Once drivers pass a written examination, Larry then conducts a closed course training phase. Mr. Lemon advances drivers who successfully pass this phase into a two-week mentor program. Drivers who fail any portion of his training program are hired on as residential helpers. Any new Malabar drivers will go through the Driver Training Center program before commencement. Phone: 407-947-0518, Fax: 407-786-0800, [llemon@wasteprousa.com](mailto:llemon@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

Waste Pro Managers directly responsible for the Malabar contract will be Erik Sankey, Dean Ulrich and James Mack. These three Solid Waste veterans are accessible to Staff 24/7, their cell phones (numbers attached below their resumes) will always be on for Town Staff. Erik will have overall managerial responsibility, Dean will have daily operational responsibility. James Mack will work directly under Mr. Ulrich.



## -Technical Proposal- Collection Services

**Service Option 1:** Twice per week Solid Waste, Once Per Week Recycling, Once Per Week containerized Yard Waste & Unlimited Pile Claw Collection, Once per week Bulk & White Goods.

This proposed residential collection plan is similar to routes currently running in the Town of Malabar, however there may be more collection equipment utilized under this proposed option, and enhanced services. Service days under proposed Option 1 are: Tuesday & Friday – carted Solid Waste with 2 (two) collection trucks on Tuesday (no Bulk), Friday will include carted Solid Waste & Bulk Waste. Thursday both trucks will return to the Town to collect containerized Yard Waste. Friday both trucks return to service carted Recyclables. Monday, Wednesday & Friday: Clam truck will collect Yard Waste piles. White Goods collection will take place Thursday or Friday utilizing a Supervisor’s Truck with lift gate.

**Service Option 2:** Once per week Solid Waste, Once Per Week Recycling, unlimited containerized Yard Waste & Unlimited Pile Claw Collection on Monday, Wednesday & Friday. Once per week Bulk & White Goods.

This collection plan mirrors Option 1 Plan, except Solid Waste & Bulk collection will take place only on Tuesday. No Friday Solid Waste & bulk waste collection. All other routes are exact same as Option 1. Two collection trucks each service day. Clam truck unlimited Yard Pile collection, Monday, Wednesday & Friday.

**Service Option 3:** Twice per week Solid Waste, Once Per week Recycling, Once Per Week Bulk & White Goods.

This collection plan mirrors Option 1 Plan, except no Yard Waste Collection at all. Two trucks per collection day.

**Service Option 3a:** Once per week containerized Yard Waste & Unlimited Yard Waste Collection.

This Yard Waste Collection Plan will utilize two (2) collection truck for containerized Yard Waste, once per week (Thursday). Clam truck will collect unlimited piles Monday, Wednesday & Friday.

Under each Service Option, Waste Pro will utilize two (2) Rear End Loaders each service day, for each material type. Each Rear End Loader is operated by two employees, a driver and thrower. We will utilize smaller, 25 cubic yard collection trucks. These trucks will be able to operate in Malabar’s long back downs more safely and efficiently than the standard 32 cubic yard collection vehicle.

**Local Presence:** Waste Pro already services five municipalities in Brevard County, six days per week. We service these municipalities from our five-acre operational facility, located at 2951



West King Street, Cocoa, FL 32926. Customer Service, Dispatch, Maintenance and Managerial departments are housed in this seven-bay operational facility. Hours are 7 AM to 7 PM, Monday – Saturday. Waste Pro stores all carts and commercial containers (dumpsters & compactors) here, as well as a metal welding site and fuel depot.

**Routes:** Each material type under each plan utilizes two collection trucks. The Town will be split in an East/West fashion. The East route will begin collection along the Southeastern edge of US 1 and work Northwest to Corey Road. The second collection truck will begin on the Southwestern edge of Malabar and also finish up on the Northwestern edge of Corey Road. Routes will take place 7 AM – 7 PM.

**Disposal:** All Solid Waste, Bulk Waste and Yard Waste will be taken to Brevard County Landfill and Transfer Station, Sarno Road, Melbourne. Recyclables will be deposited at the Waste Management processing facility in Cocoa.

**Commercial Routes:** Malabar’s 50+ commercial accounts will be serviced by one (1) Front End Load (FEL) collection truck and one (1) Roll Off (RO) collection truck, Monday - Saturday. We shall provide Commercial style collection services to three **Town Facilities** (which we understand may grow/change) and two Community Events will take place at no cost. A Waste Pro commercial audit team will visit each Malabar business to confirm commercial can sizes and frequency of service. This information shall be downloaded into a commercial database for the Town.

**Routes and Schedules:** Residential collection routes will be provided on **GIS-compatible maps**, at least 30 days prior to the commencement date, and annually thereafter. Waste Pro will run the routes as mapped, and we will not change any routes or schedules without prior approval from Contract Administrator. Every Waste Pro collection vehicle will have an updated map during every collection day. As the Town grows, we will update and create new maps annually, if required.

**Multi-Family Dwelling** units will receive containers or carts as requested.

**Emergency/Storm Response:** This is an area where Waste Pro has **seasoned experience**. With over 20 years of Florida storm and hurricane cleanup, from Miami to the panhandle, we absolutely understand what is required to clean up our communities. If Waste Pro were to be contracted to collect additional “Emergency” debris, we have found that daily AM and PM communication with the Town is essential. At the end of the collection day it is imperative to “de-brief” with Town Staff regarding the day’s results, and to discuss what is needed for the following day. Before a storm hits, an overall plan of action is required, between the Town and Waste Pro Division Management. We have found that the best plan of action is to collect a regular, pre-designated amount of waste from each household, NOT to get bogged down in collecting all storm-generated material all at once. By “touching” each household, Malabar residents will understand that Waste Pro collection crews are collecting regular amounts of debris, and leaving the Emergency debris for crews contracted by Malabar. **Emergency Service Provisions:** should



extra routes be required for additional emergency collection, Waste Pro will offer a separate disaster cleanup agreement.

**Solid Waste:** Waste Pro will provide Solid Waste Service to Malabar's residents once or twice weekly, according to whichever Service Option the Town chooses. Additional boxes placed next to Solid Waste carts shall be collected. Additional Roll Carts will receive collection and billing will take place according to the Contract. Solid Waste carts shall be 95 gallon, unless requested otherwise.

**Single Stream Recycling:** Recycling collection shall take place on Friday. Unless a different size is chosen by resident, Waste Pro will deliver 64 gallon Recycling Roll Cart to each residential unit.

**Yard Trash:** This is where Waste Pro particularly excels in Brevard County!! All five of our Brevard contracts have recognized our superior yard trash collection service. Residential Yard Trash will receive prompt, once weekly collection with two (2) Rear End Loader (REL) collection trucks. Regarding "No-Name" storms which have happened at least once a year in each one of our Central Florida contracts, we make extra efforts to ensure prompt collection in our Brevard County contracts, and we offer the same level of service to The Town of Malabar. Container lids shall be placed underneath the container.

**Bulk Waste:** Residential Bulk Waste collection will take place with Rear End Loaders. If a pile is excessive, a digital picture will be taken for Clam truck service. Non-vegetative bulk waste shall occur on Thursday, large piles of vegetative bulk waste shall be collected within 5-7 days of solid waste route driver initiated or customer request. The twenty (20) cubic yard limit & policy shall be observed.

**Non-Collection Tags:** Regarding set outs that are non-compliant, for instance, **we would much rather collect what is set out versus hanging tags.** Waste Pro drivers will attach a Town-approved non-collection notice to non-complaint material, describing reasons for non-collection. Malabar's waste materials will not be mixed, nor will Malabar wastes be mixed with other municipal waste.

## Equipment

Malabar's Solid Waste, Recycling, Bulk Waste and Yard Waste will be serviced by Two (2) - 25 cubic yard Mack/New Way Rear End Loaders (REL). Malabar Bulk Yard Waste will be serviced with One (1) Clam Truck, which will be an International 4700. REL's require two employees, Clam Truck, just one employee. Please see page 4 for pictures of each collection vehicle.



White goods will receive collection with one (1) Supervisor truck, which will be an Ford F-150's with liftgate. The Town's new cart distribution and swap-out vehicle will be one (1) International cage truck with lift gate, requiring one driver.



Waste Pro will provide the Town of Malabar with a mix of new and used collection vehicles for this contract. Used trucks will be thoroughly inspected before delivery. All trucks will be housed and maintained in our five-acre facility, located in Unincorporated Brevard County at 2951 West King Street, Cocoa Fl 32926. Our Brevard Operational Facility contains seven service bays, managed by a fully staffed, two-shift Maintenance Department which works Monday through Saturday. Prior to contract commencement, we will provide City Staff a fleet inventory showing each new vehicle type, category, capacity and age.

Other than a disaster, Waste Pro **does not subcontract services!** All material will receive collection by Waste Pro collection trucks. We absolutely do not depend or wait on others to do our job. This also lends itself to better customer service. When we control every operational aspect of collection, the result is better customer service.

Waste Pro is proud of maintaining the best-looking fleet in Brevard County! Maintenance Manager David Workman ensures that all trucks are washed thoroughly each week – exterior body, cabs and blades. Each collection truck has shovel/rake/broom and each truck's fire extinguisher, spill kit and **ATWI's Third Eye Camera Safety System** is checked **twice daily** to





ensure proper working order. How does 3<sup>rd</sup> Eye work? Up to eight cameras are installed in and around the collection truck, providing a 360 degree camera footprint. The environment in the cab, as well as around the Waste Pro vehicle, is recorded when a collision is about to take place. The truck's recording device captures 30 seconds of video and audio: 20 seconds before a potential event, and 10 seconds afterwards. Location, G-Force, Driver ID, vehicular speed, running red light/stop sign are all recorded. If an incident were to actually take place (fender-bender/property damage/car collision), all video is used to determine fault and to reinforce safe and unsafe driving behaviors. **Live GPS and Geo-Tracking** is available with the 3<sup>rd</sup> Eye System as well.

Waste Pro Each truck goes through a **"Pre Trip" and "Post Trip" Safety Lane** inspection each day.

Maintenance Operations

Maintenance of our equipment is of utmost importance to us. We equip our trucks with many extras that are not normally standard on trucks. Our trucks are equipped with the oil purification systems (OPS), an onboard oil recycler that increases the life of the motor oil, reducing the need for more oil changes, saving natural resources. Our hydraulic lines are specially wrapped with an abrasive resistant armoring to ensure that we eliminate large oil spills on your streets.

The maintenance department is responsible for checking Vehicle Condition Reports at night. Based on driver write ups, repairs can be categorized as a 1, 2, or 3 type repair. Repairs designated as a 1 are safety related issues - the truck is placed out of service for these issues until it is repaired. Issues designated as a 2 are things that will not stop the truck from running, but parts need to be ordered to repair the issue. Every morning the maintenance manager orders parts based on what is written up. Category 3 issues are more cosmetic and minor in nature. They can be fixed that night.

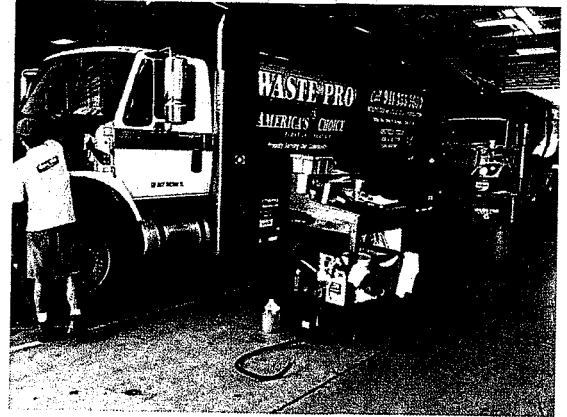
The preventive maintenance program is based on vehicle utilization by hours, and/or days. Prescribed service intervals may be performed earlier, with proper documentation, but may never exceed required interval. An example of Waste Pro's preventive maintenance schedule follows (a detailed schedule is available upon request):

Annual DOT Inspections	No later than 365 days
Coolant System	No later than 365 days
Engine Valve Adjustments	No later than 365 days
Engine Oil	250 hours
Hydraulic System	250 hours
Power Steering Filters	250 hours
Transmission Oil	
Manual	No later than 365 days
Non Synthetic	90 days
Synthetic	No later than 365 days
Rear Carriers	1200 hours or 365 days



Grease Fittings	Weekly
Air Filters	
Check, Blow out	Weekly
Replace	250 hours

As part of the preventive maintenance program, each driver is required to perform a “pre” and “post” vehicle inspection. Each inspection requires the use of a checklist, reflecting specific operational checkpoints requiring detailed inspection. As part of the pre-vehicle inspection, all deficiencies identified from previous day post inspection are inspected and verified required repairs have been made. Waste Pro maintains a “Lock-Out” policy for any vehicle pending repairs.



**Dossier Fleet Maintenance Software** automates the control and administration of fleet maintenance management resulting in reduced downtime, reduced costs, lower spare parts inventories, extended equipment life, increased mechanic productivity, and better control of vendors and drivers. Dossier allows Waste Pro to increase efficiencies and reduce cost while maintaining high vehicle reliability and performance. Dossier provides four key elements:

- Reduce Maintenance Cost
  - ✓ Vehicles go from PM service to PM service without breakdown
  - ✓ Clear instructions from mechanics on each unit serviced
  - ✓ Identify and reduce rework by mechanics
- Reduce Parts Costs and Inventory
  - ✓ Eliminate vehicle downtime associated with out-of-stock parts.
  - ✓ Eliminate duplicate orders
  - ✓ Reduce stock inventory by using parts cross reference
  - ✓ Track and control fuel, oil and other fluids as inventory items.
  - ✓ Increase Labor Productivity
  - ✓ Identify actual hours worked versus total hours paid
  - ✓ Create benchmarking to evaluate mechanics based on shop averages
  - ✓ Increase reporting accuracy and accountability
  - ✓ Identify poor driving habits
- Increase Fuel, Tires, Administration Efficiency
  - ✓ Establish fleet benchmarks for costs and operations
  - ✓ Track tire cost by unit and measure Cost Per Mile
  - ✓ Centralize control
  - ✓ Identify cost trends for reliable operating budget projections



**Carts & Containers:** Waste Pro will purchase, assemble and distribute new 35, 65 and 95 gallon carts for Solid Waste and Single Stream Recycling collection. Subsequent deliveries, additional and/or replacement carts will be a mix/match of 35/64/95 gallon carts, as requested. An adequate supply of carts, shall be maintained for single-family, multi-family and commercial accounts. Waste Pro will maintain cart distribution, substitutions, extra deliveries, and maintain an extra supply of carts, lids, and axles. Solid waste carts will be green with green lids, recycling carts will be blue with blue lids. **Program Recycling Materials** will be listed on the lid of the Recycling cart lid. Cart repairs, replacements, exchanges and additional deliveries will be accommodated according to the Town's bid requirements. Within three days of notification, another Cart of comparable size & quality shall be delivered. Standard Roll cart size will be 95 gallons, 65 gallon carts will also be made available. Cart exchanges shall take place within five days. Additional Solid Waste Carts will also be made available within five work days.

**Assembly & Distribution:** Waste Pro will be responsible for A&D. Once awarded this contract, Waste Pro will mail each Malabar resident a **mailer and survey form**. Mailer will describe the new solid waste and recycling collection schedule, routes and program. With the cart survey form, Town residents will be able to select cart sizes. Survey form is to be mailed back to Waste Pro for delivery fulfillment. Once survey forms are received, A&D crews will distribute carts accordingly.



All carts will be completely emptied and placed back in an upright position, with lids closed. Nearly half of our Florida contracts involve cart distribution, delivery and swap outs. The means and methods for waste and recycle cart as outlined in this RFP have been implemented by Waste Pro many times over in the last 20 years.



## Transition Management

After the contract is awarded, we will begin working immediately on the Transition in Service. We have a corporate transition team that meets via phone weekly with our local staff to ensure a very smooth transition. A **Transition Plan** will be established and presented to the Town Manager/Contract Administrator for approval. Our Transition Team team includes members from operations, maintenance, procurement, legal, human resources, IT, and accounting. Project timelines will be established. Malabar Staff is encouraged to sit in on any or all of these meetings.

Transition Plan shall include all of the elements in the Contract. In particular the Plan shall address a Contact List, coordinated Transition Meetings and Call Schedules, our Brevard County office, Malabar Fleet, Staffing and Training, Routing, removal of existing containers and a placement schedule of new Roll Carts and commercial containers, etc.

The Transition Plan shall also detail Roll Cart procurement, Assembly and Distribution (A&D), A&D route schedules, crew numbers and expected number of carts to be delivered per crew per day, and Cart swaps. Transition Plan requirements are also listed in Section 18. Record Keeping and Reporting. We will provide a timeline in the Plan to electronically transmit the completed and current Residential Customer List, which shall include Roll Cart Asset Management Database. At the end of each Work Day, Waste Pro shall electronically submit, in a format approved by the Contract Administrator:

- 1) Call Log for all carts received since the previous report, including how such calls were resolved.
- 2) Record of Residential Customers that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.
- 3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the address of such non-collection.
- 4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of Waste Pro that occurred within the last twenty-four (24) hours.
- 5) Full explanation of any occurrence of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same. Regarding #5 occurrence, every Waste Pro collection truck carries spill kits, including a spill booms. Supervisor truck carries absorbent material as well. Residential spills, paint & oils shall be cleaned up.



Transition Communication Plan: Malabar residential customers and Staff will receive an

**Your Introduction to GOING GREEN with WASTE PRO®**  
 Premiering Thursday, October 1, 2009 Waste Pro® will be your new Solid Waste and Recycling Service provider.  
 Please accept the included reusable, machine washable, recycling bag as our Welcoming Gift to WASTE PRO® GOING GREEN PROGRAM.

**YOUR PICK UP SCHEDULE WILL REMAIN THE SAME.**  
 There will be no change in your regular garbage and recycling service days. If you do not know your schedule, please contact 321-837-0055.

**NEW CONTAINERS ARE ON THE WAY!**  
 The transition involves delivering each resident one new 96-gallon cart and one 18-gallon recycling bin on the week of Sept. 21.

On Monday, Sept. 21 place your yard waste cart by the road and leave it there until it is removed. Do the same with your garbage cart on Wednesday, Sept. 23 and your recycling bins on Monday, Sept. 28.

**General Information**  
 Please place your household garbage, yard trash and recycling curbside by 7 a.m. If you are physically unable to place your containers curbside, you may request a medical waiver from the city qualifying you for rear door services.

Please do not mix household waste, hazardous waste, yard waste or recyclable products.

**No holidays in collection**  
 Memorial Day      Thanksgiving Day      Independence Day  
 Christmas Day      Labor Day

\*Any pickup service that would fall on a holiday listed above will be provided on the next regularly scheduled pick-up day following the holiday. Recycle pickup will be provided on New Year's Day.

**Solid Waste Disposal**  
 Each resident is allowed up to two (2) 64- or 96-gallon carts (or a combination of the two) for garbage and yard waste collection. All household waste must be contained.

**Garbage Collection**  
 - Household refuse will be picked up twice a week. Please place all items curbside in one centrally located spot. Residents who are physically unable to place household refuse curbside may contact the city at 321-837-0055 for rear- or side-yard pickup.  
 - Hazard waste material such as paint, insecticides, motor oil, gasoline and batteries as well as other hazardous waste materials need to be disposed properly.

**Recycle Collection**  
 Recycle collection will be provided one day per week.  
 - Please recycle items with a #1, #2 or #3 symbol  
 - Newspaper and magazines  
 - Glass jars, soda, milk and water bottles  
 - Aluminum and tins  
 - Plastic soda, milk and water bottles

**Yard Waste Collection**  
 Yard waste collection will be provided one day per week. Palm fronds, tree limbs and other yard waste material not placed in a container must be securely tied and bundled before being placed curbside, not exceeding four feet in length or weigh more than 50 pounds.

For more information, please call Waste Pro Customer Service at 321-837-0055.



**For more information, please call Utility Billing Customer Service at 321-837-0055.**

informational flyer regarding solid waste, bulk, recycling and yard waste collection along with the cart survey form. With each contract start up in Brevard County, Waste Pro has provided this exact same educational process before contract commencement. Above is the informational flyer utilized during the City of Cape Canaveral transition in 2009. This RFP requires that residents shall receive a Town-approved mailer, describing service days, proper recycling methods, and a local phone number. We will not only provide this mailer during cart distribution, Waste Pro will also mail a survey form out to all residents. The Malabar survey form will offer new cart sizes, as well as information regarding the new solid waste & recycling program.



This same information will also be available on Waste Pro’s twitter account (/Waste\_Pro\_USA) and facebook – (facebook.com/wasteprousaCorp). We will also create a Waste Pro link to the Town’s website, which will describe, in detail, service days, carts, local customer service phone number, and information related to recycling, solid waste, yard trash and bulk collection.

Waste Pro will ensure this transition takes place as smooth as possible. We will coordinate all activities with the outgoing franchisee and Town Staff. We have found that daily “meetings” in the form of a phone call or simple email with Staff, is the best way to communicate schedules, deliverables and status updates. Schedules regarding labor, vehicles, carts, containers, route summaries, dry runs, informational literature, outreach materials, etc. all will be discussed either face to face, virtually, or via phone conference or email. Our Staff will make ourselves available to Malabar Staff daily. Below is a rough draft of Malabar’s Transition:

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
1	Submit ITB Response							
2	Selection Committee Meeting							
3	Recommendation to the Board							
4	Contract Award & Negotiations							
5	Order Equipment (Trucks, Containers, Etc.)							
6	Begin Routing							
7	Complete Routing							
8	Submit Routes and Maps to City Staff							
9	Hire & Train Personnel							
10	Facility & Infrastructure Upgrade as Needed							
11	Begin Transition Phase Weekly Meetings							
12	Provide Formal Transition Plan							
13	Have Trucks Licensed & Road Ready							
14	Provide Vehicle Inventory List to County							
15	Deliver Commercial Dumpsters/Containers							
16	Create & Distribute Informational Flyers							
17	Delivery of Carts as Required							
18	Driver Route Training							
19	Public Awareness Campaign							
20	Initiate Services							
21	Begin Weekly Follow Up Meetings							



Our success is based on hiring the best people available. All employees will be screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing. Drivers and helpers are paid a fair wage; we give our employees Safe equipment to work with, and we are sure to route accordingly. We want to ensure that Malabar drivers and throwers will not be overtaxed.

Once the contract was signed, Waste Pro followed their plan without exception... Existing debris piles were removed prior to the beginning date of the contract. The transition of carriers was smooth..

Drivers and helpers will be secured at least four weeks prior to startup. This will allow them time for training, as well as learning new routes during dry runs. The last two weeks for drivers and helpers will be used to train on equipment and daily procedures. We take much pride in our fleet. The only way to keep the trucks in good shape is to get proper input from our drivers. They will be trained on filling out maintenance paperwork as well as operational paperwork. We will train them on minimizing missed pickups.

Our goal is zero missed pickups during the first week of service. This can be accomplished by documenting problems that we encounter during dry runs, and communicating this to dispatch. Drivers will be trained on proper radio communications to ensure a smooth flow between dispatch and routes. Two weeks before startup, drivers will start performing dry runs on their routes. Dry runs take place with the actual trucks that they will be operating. Each Malabar driver will receive a route sheet that details each daily service area. This is important because it allows our personnel time to give us feedback on specific problems that they encountered such as streets with nowhere to turn around, dead ends, low wires, obstructions, etc. At this time, we will also start training your drivers and helpers on key safety issues that need to be addressed while they are learning their route.

## Customer Service

**Local Customer Service** – Our Central Florida Waste Pro Customer Service Representatives will understand Malabar’s customer service standards and requirements well before January 1<sup>st</sup>, 2022. CSR hours of operation are from 8 AM to 5 PM, Monday – Friday. An after-hours answering service is already operational. On-duty after hours supervisors are already scheduled.

This is the difference that Malabar will most likely only receive from Waste Pro: **We do not believe in out of state call centers - our Customer Service Representatives are already**

## TOWN OF PALM SHORES



"The Little Town That Cares"

May 25, 2012

Waste Pro USA, Inc.  
P.O. Box 917209  
Longwood, FL 32791

To Whom It May Concern:

It is rare that I, as Mayor of the Town of Palm Shores, Florida endorse a product or service from any vendor. That is why it is with great pleasure I write this letter of recommendation for solid waste and recycling collection services to Waste Pro USA, Inc.

After careful consideration and evaluation of our collection services, the Town decided to go out for bid. A determining factor in the selection process was level of service. To our surprise when the sealed bids were opened not only did Waste Pro provide a cost savings to the Town but, also the highest level of safety and service with the extra added bonus of all new equipment.

Our short list consisted of two companies, the current collection service and Waste Pro. Each were given equal time for their presentations. Waste Pro highlighted their "State of the Art" Hybrid Diesel Vehicles, the facts regarding improved safety and reduced environmental emissions, and their commitment to do "whatever it takes to make the residents happy." They continued their presentation with a timeline for delivery of cans, the recycle program, and the dates in which they could begin. In the end the Town Council felt that Waste Pro was the company that would best suit the needs of the residents of the Town of Palm Shores.

Once the contract was signed, Waste Pro followed their plan without exception. Every resident and business received notification of the change, the dates in which their new containers would arrive and the particulars regarding pick up days and times. Existing debris piles were removed prior to the beginning date of the contract. The transition of carriers was smooth and without any problems.

5030 Palm Hills Lane • Palm Shores, FL 32940  
Phone: 321-242-4555 • Fax: 321-254-7963  
Visit us at: [www.townofpalmshores.org](http://www.townofpalmshores.org)



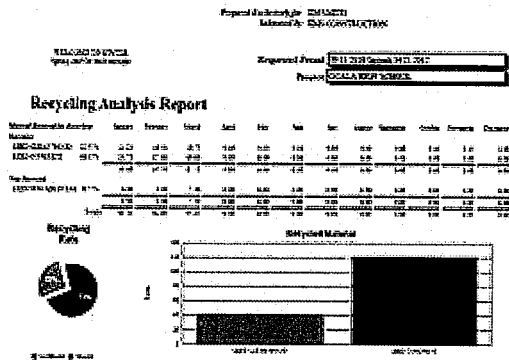
operational at our Regional office in Sanford, located at 3705 St. Johns Parkway, Sanford. Your Waste Pro Office Manager, Customer Service Manager, Operations Manager will contact Malabar's Contract Administrator daily to ensure prompt collection! Our Customer Service Department provide "live" telephone service.

- Malabar's four CSR's will answer phone calls "live" from 8 AM until 5 PM, Monday through Friday. Complaints and requests will be entered immediately with resolution taking place.
- All CSR's are put through a comprehensive training and orientation program. A total review of company and Malabar Customer service policies and procedures takes place.
- CSR's will be trained as to specific service requirements of Malabar, and they will be ready for potential Town phone calls before Commencement Date. Waste Pro's Brevard Office Manager Cindi Tiger will also conduct CSR training for Town Employees. Once training is complete, Waste Pro will host a "meet and greet" luncheon for the Town and Waste Pro Staffs.
- Cindi is responsible for seeing that all issues are closed out or scheduled by mid-day and at the end of the day.

**Standard reports that will be available to the Town.** Standard reports are Franchise Fee reports, Disposal Reports for all material types, Commercial List, Residential House Count List, Residential Account Activation/Deactivation List, Hazardous Waste Report, Cart and Can delivery database, and White Goods tonnages. Each Report can be provided on a daily, weekly, monthly or quarterly basis. Recycling Weights, Vehicle List, annual Financial Reports, Commercial & Residential Customer lists, work order numbers, date & status will be made available to the Town as requested. Residential billing information, call logs, non-collection records, damage complaint/unresolved complaint information, and fluid leaks/remediation measures will be reported to Malabar as required.

**Any Required Reports (Asset Management):** whether needed weekly, monthly and annual monthly reports and audits will be generated and made available for Malabar. All maintenance logs, material types & quantities, complaints & requests, non-collection notices, Roll Cart distribution information, deliveries and swap outs, recycling set-out rates, etc. will be maintained and provided as required. All information, data and accounts records pertaining to this contract will be maintained for three years after Agreement termination. Prior to the 15<sup>th</sup> calendar day of each month, Waste Pro shall submit all required reports to the Town.





**PC Scale Tower.** PC Scale Technologies is the leading global provider of innovative technology solutions and technical services for the waste and recycling industry. PC Scale utilizes the latest Microsoft technology in over half of the top 15 waste and recycling companies in North America.

PC Scale Tower is the main, centralized database of all Waste Pro solid waste records. It will house all of Malabar’s customer information, site information, asset lists/databases and service records. All reports on PC Scale Tower are Crystal Reports, which can be exported in a variety of formats: Word, PDF, Excel, etc. PC Scale has the ability to generate customer lists with all pertinent information, and it has a field which enables Waste Pro to identify each customer. This system records all material and disposal tonnages by route. Tonnage information can be reported in many ways – by period, material type, etc. All reporting can be customized by our internal report writing team. Work orders can be generated and tracked in PC Scale Tower system for deliveries, removals, repairs and other necessary information.

**Customer Billing:** Waste Pro will set up billing and collection of payments for Malabar Residential and Commercial Collection Services. Our Brevard County office is already set up for this billing method (Town of Palm Shores) - we will replicate this service for the Town of Malabar. All we require is a customer list/database. Extra Residential Roll Carts and special collection services shall be billed according to Section 5.D of the Contract.

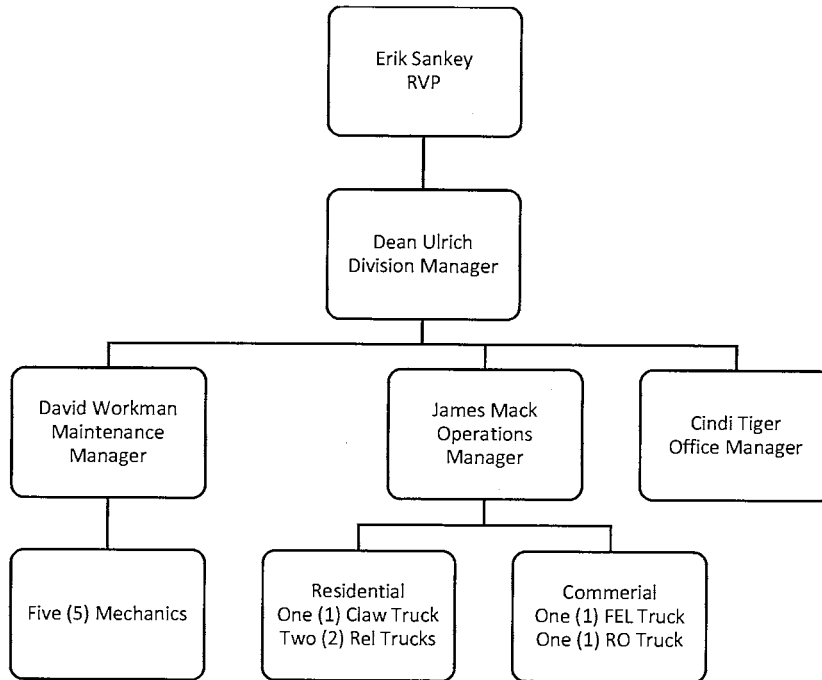
### Processing and Disposal of Yard Trash and Bulk Trash

Malabar’s Yard Trash will be collected separately from Bulk Trash. At the end of each route day, Yard Trash will be disposed at Sarno Road, as will Bulk Trash. Neither material will be commingled, both materials will receive separate collection and disposal. **White Goods** shall also receive separate collection. White Goods will be brought back to our Operational facility in Cocoa, and shall be placed into a 20 cu. yard Roll Off can. Once full, the Malabar White Goods Roll Off can will be taken to Dominion Metal Recycling in Cocoa. All dump tickets for each material will be maintained and reported to Malabar as requested.



## Organization

### Town of Malabar Organizational Chart:



## Program Promotion

### Public Education and Awareness Program:

Taking Care of Our Communities is our motto and philosophy! Waste Pro will be proud to support a program “Kick Off” event to promote Malabar’s new single stream recycling program. Our goal will be to educate residents about, 1) the new solid waste and recycling program, 2) how to reduce recycling contamination, and 3) the availability of new recycling cart sizes. To support this event, Waste Pro Chef Edwin Hernandez will prepare hundreds of hotdogs and hamburgers with our “**Smokin Joe**” cooker! We will set up tents and recycling educational materials in the form of the condensed rules and regulations (Town flyer) and a Waste Pro - branded “Stop Look & Learn” **educational coloring book** for the Town’s schoolchildren. Please find this book in your front cover.



We have found these interactive activities also help with recycling educational campaigns, especially as it related to **diversion**. Waste Pro will provide a recycling truck at this event to provide **recycling collection demonstrations** to adults and children. Children and adults are invited to participate with this live demonstration, with the assistance of an experiences Waste Pro driver. Pictures on the next page are shots of our community outreach and municipal educational programs. We will replicate these same efforts in your community.



**Little Darlings Love Waste Pro in Melbourne Beach**

Recently, students in Melbourne Beach, FL were rascally and waiting for their local garbage collection duo from Waste Pro, John Weisman and Jason Price, complete with homemade signs and plenty of high-fives! "These gentleman always engage with the community, drive by the school and honk and wave to the children. Today they were ready for them with banners and hugs," said Division Manager Daniel Robson.



**Waste Pro Man** will stop by to save the day! Waste Pro Man will hand out Waste Pro - branded recycling coloring books, answer recycling questions and help conduct demonstrations during this kickoff event. Children are especially sensitive to protecting the environment, and they will love watching Waste Pro Man help promote correct recycling procedures!



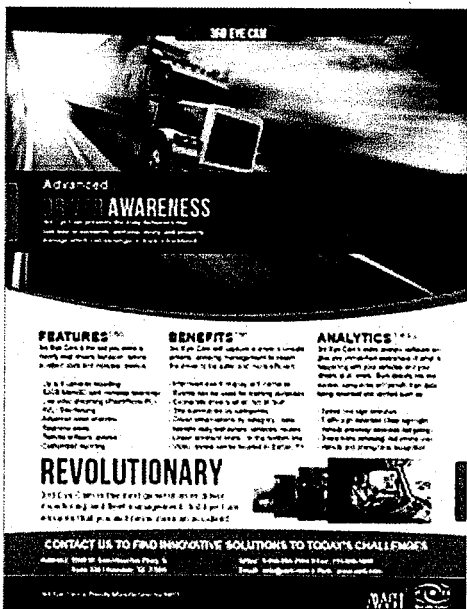


Our Marketing Staff will attend and participate in **HOA/civic organizations/public meetings/etc. to address the Town’s recycling program.** We are experienced in these functions, and we will be more than happy to help promote the recycling program in this capacity.

In order to promote this fantastic and interactive recycling experience, Waste Pro will promote a Recycling Kick Off campaign with a **press release.** Details of the event will be highlighted, with the recycling program and correct recycling procedures as the primary theme.

An **Annual Mailer**, very similar to the Public Education mailer detailed and pictured earlier, will be mailed out to Malabar’s Residential and Commercial customers. The Town’s Solid Waste and Program Recyclables program will be detailed. Collection procedure, days and routes, service rates, regulations, and complaint procedures will be highlighted. The Format shall be approved by Staff before printing and distribution. Lastly, Waste Pro is a member of **Keep Brevard Beautiful.** We make an annual financial donation to KBB, which hopefully benefits Malabar.

### Third Eye/PC Scale/Waste Pro-Tection Community/Co-Heart Program



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

If an accident were to take place, the event will be recorded. Twenty seconds before the incident and 10 seconds after the event is captured by video and audio. Location, G-force/acceleration, driver ID, vehicular speed and the entire event is captured. The in-cab camera indication lights are color coded: a green indicator indicates the camera is on, red indicator indicates an event is being recorded, yellow indicator (radio tower) indicates unit is connected to the cellular system. The event is reviewed and scored by a dedicated observation center. Waste Pro Management then evaluates the event, which is used for coaching and instructional needs.



Third Eye will also be used to observe general collection behaviors with real-time monitoring. This will be particularly helpful during Yard Waste collection, as the cameras can be activated by Management at any time to observe collection activities. If an inconsistent practice were to be observed, the driver will be contacted immediately to make contact with, and correct the route. Both the positive and negative behaviors are reinforced. Third Eye has proven to be an excellent instructional tool for Waste Pro.

**WASTE PRO**  
Caring For Our Communities

**Things to Market in 2014**

**WASTE PRO-TECTION**  
Helping Law Enforcement  
Keep Our Community Safe!

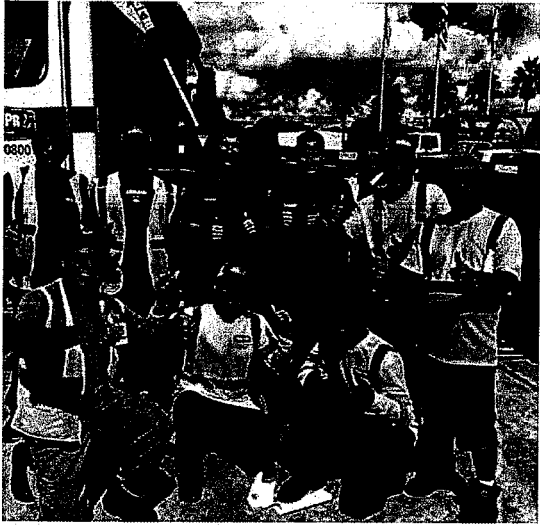
**Waste Pro-Tection:**

- No Cost, Community Awareness Program
- Established in 2012 in Alachua
- "See Something, Say Something," type initiative
- Our employees partner with local law enforcement
- No involvement, just report what is seen
- Activities could be criminal or unusual

**Waste Pro-Tection** is a community awareness program whereby Waste Pro teams up with a local Police or Sheriff's Department. This program provides local law enforcement with another set of "eyes". The concept is simple: Our employees, who perform waste collection responsibilities, are trained to report unusual or suspicious activity to local law enforcement. Training is usually provided on a Saturday. Collection crews are trained on how to handle potential evidence relating to a crime, and what activities may

be indicative in a crime in process. Fast facts:

- Collection crews are not asked to intervene or try to prevent a crime in progress, only to immediately report suspicious behavior
- Malabar Staff will most likely appreciate another set of eyes and ears.
- Training is typically performed once a year
- We currently have a similar program in place in Florida municipalities: City of Cape Canaveral, Sanford, Alachua, Newberry, Archer, Hawthorne, Micanopy, Lacrosse, Port St. Lucie and Miramar.



**Co-Heart Driver Training Program:** Waste Pro has developed an innovative concept to address the nationwide commercial driver shortage. The labor force for CDL drivers is very tight, and the federal government is anticipating heavier shortages in the future. Instead of relying on traditional hiring methods (primarily advertising), Waste Pro is tapping into a labor force that is already “on deck” – our throwers, maintenance workers or mechanics! We are offering our employees who work on the back of a garbage truck, or other employees, an opportunity to become fully licensed CDL drivers. Robert Bourcheau, Corporate CDL trainer, now trains current, non-CDL employees into licensed CDL Waste Pro drivers.

Employees that qualify for the Co-Heart Program must be approved by Malabar’s Waste Pro Division Manager and Regional Vice President. Eligible employees must be over 120 days employed, have good work and attendance records, and sign a one-year commitment in order to be reimbursed for the training fee. Under this program over 150 Waste Pro employees have received their CDL licenses!

LASTLY, YOUR DRIVERS WILL NOT DETERMINE WHICH SET-OUTS WILL NOT RECEIVE COLLECTION!! Operations Manager James Mack, after visually inspecting set-out in question, will make this decision for the route driver. The driver will take a digital pictures of these piles for the Town to review if necessary.

**Safety:** A \$10,000 Safety Bonus is offered to all our drivers who maintain these standards for three years: 1) accidents/incident free, 2) no legitimate customer complaints, 3) no unexcused absences, 4) adherence to PPI (boots, vests, gloves and eye protection), and 5) regular, weekly cleaning of collection truck. Waste Pro is the only hauler in the State of Florida to offer this lucrative Safety bonus, in addition to offering a year-end Performance Bonus, which is also paid out according to adherence to Safety. We anticipate that Malabar’s collection drivers would very much like to opportunity to earn these bonuses!

WELLS  
FARGO

Wells Fargo Capital Finance  
100 Park Avenue  
14<sup>th</sup> Floor  
New York, NY 10017

July 26, 2021

Lisa Morrell  
Interim Town Manager  
Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950

RE: RFP #2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services

Dear Ms. Morrell,

We have been advised that Waste Pro of Florida, Inc. ("the Company") is submitting a response to the RFP #2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services. They have asked us to provide you with a letter which addresses the Company's financing for this process. Please use this letter for that purpose, noting however that, as customary in letters of this nature, no other parties can rely on this letter.

In that respect, we hereby advise you that, Waste Pro of Florida, Inc. (along with certain other of the Parent's subsidiaries) have been customers of Wells Fargo Bank, National Association (the "Bank") since 2014. The Bank currently serves as the administrative agent for a syndicate of lenders for the Parent's and its subsidiaries' \$215.0 million senior revolving credit facility (the Senior Credit Facility"), of which approximately \$194 million is available to borrow as of this date. Any borrowings under the Senior Credit Facility are subject to the satisfaction of certain conditions precedent to funding. If the conditions to funding are met, the Senior Credit Facility may be utilized for direct borrowing and issuance of standby letters of credit, with direct borrowings allowed to be used to finance the following: (i) permitted acquisitions; (ii) capital expenditures; (iii) working capital; and, (iv) other general corporate purposes. The current maturity date of Senior Credit Facility is June 29th, 2026.

Should you have any questions, or require additional information on our relationship with Waste Pro USA, Inc. please do not hesitate to contact Marc Breier at: Tel: 212-545-4506, or email: [marc.breier@wellsfargo.com](mailto:marc.breier@wellsfargo.com).

Thank you for your time and consideration.

Sincerely,

*Marc J. Breier*

Marc J. Breier  
Senior Vice President  
Wells Fargo Bank, National Association  
100 Park Ave, 14<sup>th</sup> Floor  
New York, NY 10017





Waste Pro of Florida, Inc. has no exceptions to this Contract.



TOWN OF MALABAR, FLORIDA  
 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
 Collection Services RFP# 2021-

**PROPOSER INFORMATION**

NAME:	Waste Pro of Florida, Inc.		
ADDRESS:	2951 W. King Street, Cocoa FL 32926		
FEIN:	59-3701785		
LICENSE NUMBER:	Acct #200170216	STATE OR COUNTY:	Brevard County
LICENSE TYPE: (Attach copy of license)	Brevard County Business Tax Receipt		
LICENSE LIMITATIONS (If Any, attach separate sheet as needed):	NA		
LICENSEE SIGNATURE:	-----N/A-----		
LICENSEE PRINTED:	-----N/A-----		

PROPOSER'S SIGNATURE:			
PROPOSER'S NAME:	Waste Pro of Florida, Inc.		
PROPOSER'S ADDRESS:	2951 W. King Street, Cocoa FL 32926		
PROPOSER'S CONTACT:	Office:	407-774-0800	Cell: 407-786-0800
PROPOSER'S EMAIL:	esankey@wasteprousa.com		

By: Erik Sankey, Regional Vice President

Name of Corporation/Entity

Waste Pro of Florida, Inc.  
 2101 W SR 434, 3rd Floor, Longwood FL 32779

Address of Corporation/Entity

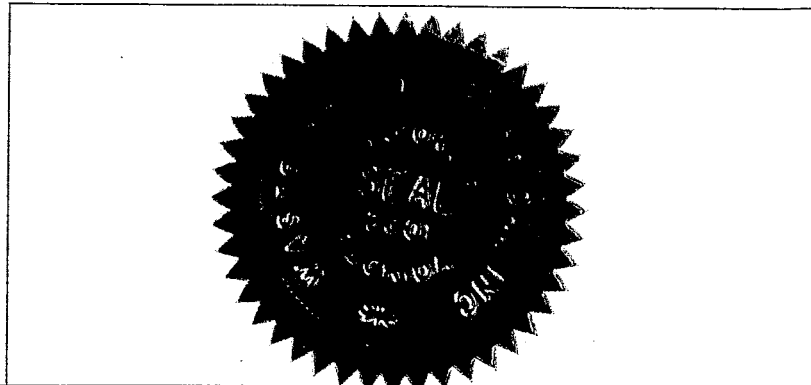
*Erik Sankey*

Signature of President or Authorized Principal

By: Erik Sankey, Regional Vice President

Title

If the Proposer is a corporation, affix Corporate Seal Here:



PROPOSER: Waste Pro of Florida, Inc.

2020 - 2021

BREVARD COUNTY BUSINESS TAX RECEIPT  
SUBJECT TO COUNTY ZONING RESTRICTIONS  
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.  
200170216

THE PERSON(S), OR ENTITY BELOW:  
WASTE PRO OF FLORIDA INC  
2951 W KING ST  
COCOA, FL 32926

BUSINESS PERIOD: October 01, 2020 - September 30, 2021  
EXPIRES: SEPTEMBER 30, 2021

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA

LISA CULLEN, CFC, Brevard County Tax Collector  
P O Box 2500, Titusville, Florida 32781-2500  
(321)264-6969 or (321)633-2199

LOCATION:  
2951 W KING ST  
COCOA, FL 32926

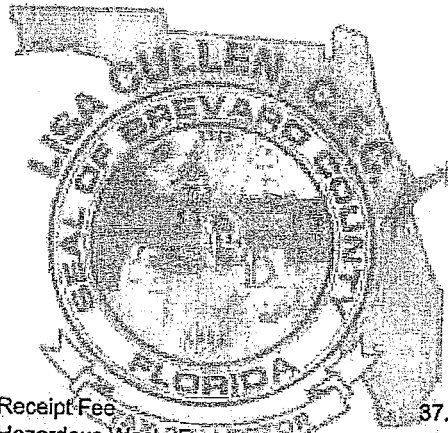
UPON A CHANGE OF OWNERSHIP OR LOCATION,  
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

OWNED BY:  
WASTE PRO OF FLORIDA INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

820005 RECEIPT AMT  
470265 GARBAGE COLLECTION SERVICE  
255 ZONING RESTRICTIONS APPLY-ZUP

EXEMPTIONS: 0.00



Receipt Fee 37.00  
Hazardous Waste Fee 0.00  
Zoning Application Fee 0.00  
Building Occupancy Review Fee 0.00  
Fire Prevention Fee 0.00  
Late Penalty 0.00  
NSF Fee 0.00  
Transfer Fee 0.00

Paid 725-20-00000480 07/31/2020 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780



BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy  
Melbourne Office, 1515 Sarno Road  
Palm Bay Office, 450 Cogan Dr. SE  
Titusville Office, 800 Park Ave.  
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.  
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

**PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to perform the work specified within the Request for Proposals, and which can complete the work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Malabar and Brevard County in order to perform the work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the RFP Documents, and acknowledges and understands that such representation is material, and that the Town shall be relying on this representation with respect to a Contract award.

PROPOSER	Waste Pro of Florida, Inc.		
PROPOSER'S NAME:	Erik Sankey, Regional Vice President		
PROPOSER'S ADDRESS:	2951 W. King Street, Cocoa FL 32926		
PROPOSER'S CONTACT:	Office:	407-774-0800	Cell: 407-4016771
PROPOSER'S EMAIL:	esankey@wasteprousa.com		
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):			
<b>State of Florida</b>			
County of <u>Seminole</u>			
Sworn to and subscribed before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> on line notarization, this <u>16</u> day of <u>August</u> , 2021 by <u>Erik Sankey, Regional Vice President</u> of <u>Waste Pro of Florida, Inc.</u> (Proposer), who is personally known to me or produced <u>N/A</u> as identification.			
WITNESS my hand and official seal.			
NOTARY Public Records of <u>Seminole</u> County, Florida			
Notary Signature:			
Name of Notary Public: (Print, Stamp, or type as Commissioned)	BRANDY H. BRAMER Commission # GG 940670 Expires April 13, 2024 Bonded Thru Budget Notary Services		
WW			
PROPOSER: Waste Pro of Florida, Inc.			

**ADDENDA ACKNOWLEDGEMENT**

The Proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Town's website or DemandStar by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum Number:	#1 - Written Responses To Questions	Date Issued	8/09/21
Addendum Number:	<b>#2 - Price Forms</b>	Date Issued	<b>8/16/21</b>
Addendum Number:	Section VI Excel Price Forms	Date Issued	8/9/21
Addendum Number:	RFP #2021-01 Residential & Commercial Franchise Agreement	Date Issued	7/13/21

(Authorized signature)	<i>Erik Sankey</i>	8/16/21	(Date)
(Printed Name) Erik Sankey	Regional Vice President		(Title)

PROPOSER: Waste Pro of Florida, Inc.

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

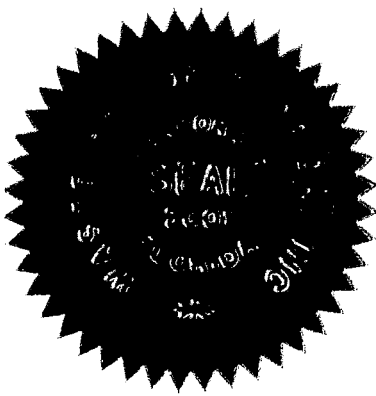
State of Florida )  
 ) ss:  
County of Seminole )

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on \_\_\_\_\_, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that Erik Sankey, as Regional Vice President, ~~as President~~ of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal, dated \_\_\_\_\_, 2021, to the Town of Malabar and this Corporation or Limited Liability Company and their execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company." I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this day of \_\_\_\_\_, 2021.

Secretary: *Sean M. Jennings*  
(SEAL)



PROPOSER: Waste Pro of Florida, Inc.

**DRUG-FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the 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 five (5) days after such conviction or plea.
- 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), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: Erik Sankey  
Erik Sankey, Regional Vice President

PROPOSER: Waste Pro of Florida, Inc.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Malabar by Erik Sankey, Regional Vice President for Waste Pro of Florida, Inc. whose business address is 2951 W. King Street, Cocoa FL 32926 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3701785

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:  
(i) A predecessor or successor of a person convicted of a public entity crime; or  
(ii) 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

(continued next page)

PROPOSER: Waste Pro of Florida, Inc.

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

XXXXX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

**[Signatures on next page]**

PROPOSER: Waste Pro of Florida, Inc.



TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

By: Erik Sankey  
(Signature)

Erik Sankey  
(Printed Name)

Regional Vice President  
(Title)

Sworn to and subscribed before me by means of  physical presence or  on line  
notarization, this 16 day of August, 2021

Personally known Erik Sankey

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

Notary Public - State of Florida

Brandy H Bramer  
(Notary Signature)

My Commission Expires 4/13/2024

(Printed, typed, or stamped commissioned name of notary public)



BRANDY H. BRAMER  
Commission # GG 940670  
Expires April 13, 2024  
Bonded Thru Budget Notary Services

PROPOSER: Waste Pro of Florida, Inc.

**NON-COLLUSION AFFIDAVIT**

State of Florida )

) ss:

County of Seminole )

Erik Sankey, Regional Vice President being first duly sworn deposes and says that:

1. Proposer is the (Owner, Partner, Officer, Representative or Agent) of Waste Pro of Florida, In, the Proposer that has submitted the attached Proposal;
2. Proposer is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
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 any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any 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.

**[Signatures on next page]**

PROPOSER: Waste Pro of Florida, Inc.

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

By: Erik Sankey  
(Signature)

Erik Sankey  
(Printed Name)

Regional Vice President  
(Title)

Sworn to and subscribed before me by means of  physical presence or  on line  
notarization, this 16 day of August, 2021

Personally known Erik Sankey, Regional Vice President

Or Produced Identification N/A  
(Type of Identification)

Notary Public - State of Florida

Brandy H. Bramer  
(Notary Signature)

My Commission Expires 4/13/2024

(Printed, typed, or stamped commissioned name of notary public)



BRANDY H. BRAMER  
Commission # GG 940670  
Expires April 13, 2024  
Bonded Thru Budget Notary Services

PROPOSER: Waste Pro of Florida, Inc.

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF MALABAR:

Waste Pro of Florida, In, hereby acknowledges and agrees that as Contractor for the Town of Malabar within the limits of the Town of Malabar, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Malabar, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Contractor's \_\_\_\_\_'s failure to comply with such regulations.

Brandy H. Bramer  
ATTEST

Waste Pro of Florida, Inc.  
CONTRACTOR



BRANDY H. BRAMER  
Commission # GG 940670  
Expires April 13, 2024  
Bonded Thru Budget Notary Services

BY: Erik Sankey

Erik Sankey, Regional Vice President  
(Print Name)

Date: 8/16/2021

PROPOSER: Waste Pro of Florida, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2021

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

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

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323
CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No.):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE NAIC#
INSURER A : Greenwich Insurance Company 22322
INSURER B : XL Insurance America, Inc. 24554
INSURER C : N/A N/A
INSURER D : XL Specialty Insurance Company 37885
INSURER E : N/A N/A
INSURER F :

COVERAGES CERTIFICATE NUMBER: ATL-005290270-01 REVISION NUMBER: 9

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.

Table with 7 main columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Excess Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Residential & Commercial Waste & Recycling Collection, For Bid Puposes RFP #2021-01, Branch Number: Cocoa - #102
Town of Malabar is/are included as additional insured where required by written contract with respect to general liability and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER CANCELLATION

Town of Malabar
Attn: Lisa Morrell - Interim Town Manager
2725 Malabar Rd
Malabar, FL 32950
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

Marsh USA Inc.



**WASTE PRO USA, INC. AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2020 and 2019

**VESTAL & WILER**  
CERTIFIED PUBLIC ACCOUNTANTS

# WASTE PRO USA, INC. AND SUBSIDIARIES

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## INDEPENDENT AUDITOR'S REPORT

Waste Pro USA, Inc. and Subsidiaries  
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

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

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

### **Opinion**

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waste Pro USA, Inc. and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

*Vestal & Wiler*

Certified Public Accountants

March 24, 2021



WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2020 and 2019

ASSETS

	2020	2019
<b>CURRENT ASSETS:</b>		
Cash	\$ 5,135,362	\$ 3,038,922
Accounts receivable - net	79,987,792	74,453,993
Prepaid expenses and other current assets	12,806,197	11,910,697
Income taxes receivable	150	23,708
<b>TOTAL CURRENT ASSETS</b>	<b>97,929,501</b>	<b>89,427,320</b>
<b>PROPERTY AND EQUIPMENT:</b>		
Vehicles	590,946,065	534,757,538
Containers	246,823,977	224,686,264
Equipment	43,640,707	39,557,072
Land and buildings	127,900,569	119,483,257
Leasehold improvements	29,163,828	26,863,649
Furniture and fixtures	17,737,524	15,782,268
Construction in process	14,010,055	21,268,887
	<u>1,070,222,725</u>	<u>982,398,935</u>
Less: accumulated depreciation and amortization	606,757,017	545,487,231
<b>PROPERTY AND EQUIPMENT - Net</b>	<b>463,465,708</b>	<b>436,911,704</b>
<b>OTHER ASSETS:</b>		
Restricted cash	3,112,707	2,851,283
Cash surrender value of life insurance policies	584,033	268,784
Goodwill	31,818,117	31,356,207
Deferred tax asset - net	8,577,000	6,900,000
Deferred contract costs - net	5,299,944	4,857,252
Other assets - net	3,066,591	1,187,986
<b>TOTAL OTHER ASSETS</b>	<b>52,458,392</b>	<b>47,421,512</b>
	<u>\$ 613,853,601</u>	<u>\$ 573,760,536</u>

**WASTE PRO USA, INC. AND SUBSIDIARIES****CONSOLIDATED BALANCE SHEETS**

December 31, 2020 and 2019

**LIABILITIES AND STOCKHOLDERS' DEFICIT**

	<u>2020</u>	<u>2019</u>
<b>CURRENT LIABILITIES:</b>		
Current maturities of long-term debt	\$ 10,192,343	\$ 9,663,526
Accounts payable	27,572,366	24,082,413
Accrued liabilities	53,874,885	50,728,190
Deferred revenue	25,258,083	20,812,340
<b>TOTAL CURRENT LIABILITIES</b>	<u>116,897,677</u>	<u>105,286,469</u>
Line of credit	72,957,902	29,980,855
Accrued capping, closure and post-closure costs	23,186,261	22,336,669
Long-term debt	617,895,591	627,269,883
Deferred compensation	584,033	268,784
<b>TOTAL LIABILITIES</b>	<u>831,521,464</u>	<u>785,142,660</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDERS' DEFICIT:</b>		
Additional paid-in capital	7,240,927	8,153,805
Accumulated deficit	<u>(224,908,790)</u>	<u>(219,535,929)</u>
<b>TOTAL STOCKHOLDERS' DEFICIT</b>	<u>(217,667,863)</u>	<u>(211,382,124)</u>
	<u>\$ 613,853,601</u>	<u>\$ 573,760,536</u>

**WASTE PRO USA, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF OPERATIONS**

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
REVENUES - Net	\$ 713,060,988	\$ 695,688,000
COSTS AND EXPENSES:		
Operating	533,091,597	521,590,608
General and administrative	60,521,149	62,351,015
Depreciation and amortization - property and equipment	83,658,087	79,693,644
Loss from impairments and disposals of assets - net	<u>1,783,093</u>	<u>2,166,195</u>
TOTAL COSTS AND EXPENSES	<u>679,053,926</u>	<u>665,801,462</u>
INCOME FROM OPERATIONS	<u>34,007,062</u>	<u>29,886,538</u>
OTHER INCOME (EXPENSE):		
Other income - net	36,268	60,937
Interest expense	<u>(40,907,191)</u>	<u>(38,566,412)</u>
OTHER EXPENSE - Net	<u>(40,870,923)</u>	<u>(38,505,475)</u>
LOSS BEFORE PROVISION FOR INCOME TAX BENEFIT	(6,863,861)	(8,618,937)
BENEFIT FROM INCOME TAXES	<u>1,491,000</u>	<u>2,077,522</u>
CONSOLIDATED NET LOSS	<u>\$ (5,372,861)</u>	<u>\$ (6,541,415)</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

For the Years Ended December 31, 2020 and 2019

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Deficit
BALANCE - January 1, 2019	18,825,790	\$ -	\$ 9,286,805	\$ (212,994,514)	\$ (203,707,709)
Repurchase of common stock	(61,500)	-	(1,141,000)	-	(1,141,000)
Exercise of employee stock options	500	-	8,000	-	8,000
Consolidated net loss	-	-	-	(6,541,415)	(6,541,415)
BALANCE - December 31, 2019	18,764,790	-	8,153,805	(219,535,929)	(211,382,124)
Issuance of common stock	8,260	-	148,680	-	148,680
Repurchase of common stock	(89,800)	-	(1,672,150)	-	(1,672,150)
Cancellation of common stock	(186)	-	-	-	-
Exercise of employee stock options	30,936	-	610,592	-	610,592
Consolidated net loss	-	-	-	(5,372,861)	(5,372,861)
BALANCE - December 31, 2020	18,714,000	\$ -	\$ 7,240,927	\$ (224,908,790)	\$ (217,667,863)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2020 and 2019

	2020	2019
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Consolidated net loss	\$ (5,372,861)	\$ (6,541,415)
Adjustments to reconcile consolidated net loss to net cash provided by operating activities		
Provision for bad debt expense	1,340,034	1,438,277
Depreciation and amortization - property and equipment	83,335,375	79,445,482
Gain on exchange of assets	-	(2,513,949)
Net loss on disposal of property and equipment	197,093	4,332,390
Loss from goodwill impairment	1,586,000	-
Deferred income taxes	(1,677,000)	(2,126,000)
Amortization of deferred contract costs	1,782,999	1,616,933
Amortization of other assets	320,021	248,162
Accretion of accrued capping, closure and post-closure costs	939,473	709,404
Amortization of debt issuance costs	1,553,214	1,508,962
Amortization of bond premium	(282,876)	(168,791)
Cash flows from changes in assets and liabilities - net of business acquisitions and dispositions:		
Accounts receivable	(6,779,313)	1,877,628
Prepaid expenses and other current assets	(945,500)	(1,632,896)
Cash surrender value of life insurance policies	(315,249)	(268,784)
Income taxes receivable	23,558	117,887
Deferred contract costs	(2,225,691)	(2,220,453)
Other assets	(692,954)	-
Accounts payable	3,489,953	(424,491)
Accrued liabilities	2,638,498	(3,314,732)
Deferred revenue	4,445,743	(1,559,874)
Deferred compensation	315,249	268,784
Accrued capping, closure, and post-closure costs	(158,881)	(1,225,186)
Net cash provided by operating activities	<u>83,516,885</u>	<u>69,567,338</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(109,613,983)	(102,775,814)
Proceeds from sale of property and equipment	3,718,185	9,141,291
Acquisitions of business assets	<u>(6,911,579)</u>	<u>(2,709,064)</u>
Net cash used in investing activities	<u>(112,807,377)</u>	<u>(96,343,587)</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

For the Years Ended December 31, 2020 and 2019

	2020	2019
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net borrowings (repayments) on line of credit	42,977,047	(15,748,349)
Borrowings of long-term debt	-	49,999,904
Payments of debt issuance costs	(7,500)	(1,077,808)
Repurchases of senior notes	(745,000)	-
Principal payments on installment notes	(9,663,313)	(9,882,184)
Proceeds from sale of common stock	759,272	8,000
Repurchases of common stock	(1,672,150)	(1,141,000)
Net cash provided by financing activities	31,648,356	22,158,563
<b>NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH</b>		
	2,357,864	(4,617,686)
<b>CASH AND RESTRICTED CASH - Beginning of year</b>		
	5,890,205	10,507,891
<b>CASH AND RESTRICTED CASH - End of year</b>		
	<u>\$ 8,248,069</u>	<u>\$ 5,890,205</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for income taxes	<u>\$ 162,442</u>	<u>\$ 81,459</u>
Cash paid for interest	<u>\$ 38,074,078</u>	<u>\$ 36,359,160</u>

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2019, the Company financed \$27,475,615 in equipment purchases with finance companies.

During 2019, the Company reduced goodwill and accrued liabilities by approximately \$46,500, for contingent payments related to prior acquisitions, for which management has determined the Company is no longer liable. In addition, during 2019 the Company reduced goodwill by \$361,800 related to a disposition of assets in its Birmingham, Alabama division (see Note 2).

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Business** – Waste Pro USA, Inc. and Subsidiaries (the Company) is headquartered in Longwood, Florida and provides non-hazardous waste collection, transfer, recycling and disposal services in Florida, Georgia, South Carolina, North Carolina, Alabama, Louisiana, Texas, Tennessee, Mississippi, Arkansas and Missouri.

**Consolidation** – The accompanying financial statements present the consolidated accounts of Waste Pro USA, Inc. and its wholly-owned subsidiaries, which are as follows:

<u>Subsidiary</u>	<u>State of Incorporation or Organization</u>
Waste Pro of Florida, Inc.	Florida
Cleanpro Enviro Solutions, LLC	Florida
Professional Waste Consultants, LLC	Florida
Waste Pro of Georgia, Inc.	Georgia
American Recycling, LLC	Georgia
Waste Pro of South Carolina, Inc.	South Carolina
Waste Pro of North Carolina, Inc.	North Carolina
Waste Pro of Alabama, Inc.	Alabama
Waste Pro of Louisiana, Inc.	Louisiana
Waste Pro of Texas, Inc.	Texas
Waste Pro of Tennessee, Inc.	Tennessee
Waste Pro of Mississippi, Inc.	Mississippi
Waste Pro of Arkansas, Inc.	Arkansas

All significant intra-entity transactions and balances have been eliminated.

**Common Stock** – The affairs of the Company are governed by the Amended and Restated Articles of Incorporation, dated September 25, 2009 (the Articles). The Company is authorized to issue 100,000,000 shares of Common Stock, which have no par value and 1,900,854 shares of Class A Common Stock, which have no par value. There is no Class A Common Stock issued or outstanding at December 31, 2020 and 2019.

The Company may elect to declare and pay dividends to stockholders. The Company may not pay dividends on shares of any other class of capital stock of the Company (other than dividends payable in shares of Common Stock) unless the holders of the Class A Common Stock then outstanding shall receive a dividend on each outstanding share of Class A Common Stock that would equal the product of (a) the dividend payable on each share of Common Stock and (b) the number of shares of Common Stock issuable upon conversion of a share of Class A Common Stock, calculated on the record date for determination of holders entitled to receive such dividend. The payment of dividends to stockholders has been restricted in accordance with the Senior Notes (see Note 5).

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Share-Based Compensation** – The Company accounts for share-based compensation in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 718-10, *Compensation–Stock Compensation*. Compensation cost for all share-based payments is based on the estimated fair value at the date of grant using the Black Scholes options pricing model (see Note 10).

**Limited Liability Companies (LLCs)** – The Georgia and Florida LLCs are organized under the laws of the State of Georgia and Florida, respectively, and barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the Georgia and Florida LLCs.

**Use of Estimates** – The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash** – Cash consists primarily of bank deposits, which exceed federally insured limits.

**Accounts Receivable** – Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers. At December 31, 2020 and 2019, the allowance for doubtful accounts amounted to approximately \$2,182,000 and \$1,901,000, respectively.

**Property and Equipment** – Property and equipment are stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which range from three to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs and asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure and post-closure activities, are included in land and buildings in the accompanying consolidated balance sheets, and is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

**Restricted Cash** – Certain states require the Company to maintain a cash balance for future closure and post-closure costs related to two of the Company's landfills. The balance consists primarily of bank deposits, which may at times exceed federally insured limits.



# WASTE PRO USA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Deferred Compensation Plan Investments and Liabilities** – The Company has invested in company-owned life insurance policies to satisfy future obligations of its deferred compensation plan. The deferred compensation asset and corresponding liability are recorded at the aggregate cash surrender value of the company-owned life insurance policies as of the balance sheet date. During the years ended December 31, 2020 and 2019, the Company increased the deferred compensation asset and liability by \$65,249 and \$18,784, respectively, as a result of changes in the cash surrender value of the investments.

**Goodwill** – Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value.

Changes in the gross carrying amounts of goodwill for the years ended December 31, are as follows:

	2020	2019
Goodwill - beginning of year	\$ 31,356,207	\$ 30,844,688
Acquisitions of businesses	2,047,910	919,800
Impairments	(1,586,000)	-
Sale of business assets	-	(361,755)
Measurement period adjustments	-	(46,526)
Goodwill - end of year	<u>\$ 31,818,117</u>	<u>\$ 31,356,207</u>

As of December 31, 2019, the Company determined that goodwill was not impaired based on the annual assessment.

**Deferred Contract Costs** – Incremental direct costs of obtaining a contract (i.e. sales commissions) on contracts longer than one year are deferred and amortized to selling, general and administrative expenses over the estimated life of the customer relationship. Contract implementation costs are deferred and amortized as a reduction in revenue over the contract life. Similar costs related to contracts with a term of less than one year are expensed as incurred.

At December 31, 2020 and 2019, deferred sales commissions, net of accumulated amortization, amounted to \$4,549,397 and \$4,223,143, respectively. For the years ending December 31, 2020 and 2019, amortization expense related to these costs recorded to general and administrative expense amounted to \$1,633,586 and \$1,540,909, respectively.

At December 31, 2020 and 2019, deferred contract implementation costs, net of accumulated amortization, amounted to \$750,547 and \$634,109, respectively. For the years ending December 31, 2020 and 2019, amortization expense related to these costs amounting to \$149,413 and \$76,024, respectively, was recorded as a reduction to revenue.

# WASTE PRO USA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Deferred Revenue** - Certain customers and municipalities are billed in advance, generally on a quarterly basis, of the Company satisfying its performance obligations. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the Company satisfies its performance obligations.

**Original Issue Premium and Debt Issuance Costs** - The Company amortizes original issuance premium and debt issuance costs using the straight-line method, which approximates the effective interest rate method to amortize such costs as interest expense over the life of the applicable debt. Debt issuance costs include costs to obtain debt, as described in Note 4.

**Accrued Capping, Closure and Post-Closure Costs** - Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company. The fair value of the future obligations is developed based on estimates from third-party engineers of the airspace available and consumed to date for each landfill and the expected timing of each final capping event. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations.

Changes in liabilities for accrued capping, closure and post-closure costs for the years ended December 31, are as follows:

	2020	2019
Balance - Beginning of year	\$ 22,336,669	\$ 22,852,451
Accretion expense	939,473	709,404
Increase in obligations related to acquired landfill	69,000	-
Landfill costs	(158,881)	(1,225,186)
Balance - End of year	<u>\$ 23,186,261</u>	<u>\$ 22,336,669</u>

**Revenue Recognition** - Revenues are primarily generated from fees charged for waste collection, transfer, disposal, and recycling, and resource recovery services and the sale of recyclable commodities. The fees charged for services are generally defined in service agreements and vary based on contract-specific terms such as frequency of service, weight, volume, and the general market factors influencing a region's rates. The fees charged for services generally include environmental fee, fuel surcharge and regulatory recovery fees, which are intended to pass through to customers. Generally, the revenue associated with the Company's services are accounted for as variable consideration and the amounts recognized represent the value of the performance obligations that have been completed. For example, revenue typically is recognized as waste is collected, tons are received at landfills or transfer stations, or recycling commodities are delivered. The Company believes there will not be significant changes to its estimates of variable consideration, as revenue recognized is recorded in accordance with the terms of the related contracts or verbal agreements.

# WASTE PRO USA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The following table disaggregates revenue by service line for the years ending December 31:

	2020	2019
Residential and commercial collection revenue	\$ 551,019,750	\$ 527,178,279
Compactor income	73,627,749	72,044,031
Roll-off collection revenue	62,510,121	60,873,765
Disposal revenue	23,969,055	37,253,461
Fuel and environmental charges	15,927,767	14,289,974
Other revenue	5,622,813	3,074,780
Recycling revenue	3,884,125	2,593,232
Franchise fees	(23,500,392)	(21,619,522)
Revenue - net	<u>\$ 713,060,988</u>	<u>\$ 695,688,000</u>

**Income Taxes** – Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes. Deferred income taxes are classified as noncurrent in accordance with current accounting guidance.

The Company complies with the provisions of FASB ASC 740-10 *Accounting for Uncertainty in Income Taxes*. The Company is required to evaluate each of its tax positions to determine if they more likely than not would not be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions.

**Assets and Liabilities Measured at Fair Value** – The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring non-financial measurements, which include business combinations. Nonrecurring assets, including goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820, the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As a basis for considering such assumptions, the following three level fair value hierarchy prioritizes the inputs used to measure fair value. The three levels of inputs used to measure fair value are as follows:

- |         |  |
|---------|--|
| Level 1 | Quoted prices in active markets for identical assets or liabilities.   |
| Level 2 | Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data. |
| Level 3 | Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.                                      |

The Company utilizes Level 3 inputs when evaluating goodwill, accrued capping, closure and post-closure costs, and contingent payments related to acquisitions for potential impairment. There have been no changes in the methodologies used at December 31, 2020 and 2019.

**Advertising Costs** – Advertising costs are charged to operations as incurred. During the years ended December 31, 2020 and 2019, advertising charged to operations approximated \$2,541,000 and \$2,496,000, respectively.

**Accounting Standards Not Yet Adopted** – In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. This update requires organizations to recognize lease assets and lease liabilities on the consolidated balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2021. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments*, which will change how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. For trade receivables, loans and other instruments, entities will be required to use a new forward-looking “expected loss” model that will generally result in earlier recognition of allowance for losses. This ASU is effective for annual reporting periods beginning after December 15, 2022.

**Subsequent Events** – The Company has evaluated subsequent events through March 24, 2021, the date which the consolidated financial statements were available to be issued.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 2 ACQUISITIONS

In 2020, the Company acquired certain assets and liabilities of four companies in separate transactions accounted for as business combinations. The total purchase price of these transactions included approximately \$6,912,000 in cash, \$808,000 in assumed liabilities, and additional contingent future payments.

In May 2019, the Company acquired certain assets of a company for \$1,972,000 in cash.

In November 2019, the Company entered into asset purchase agreements for Waste Pro of Florida, Inc. to acquire the operating assets and liabilities of a company in West Palm Beach, Florida in exchange for the simultaneous sale of operating assets and liabilities from Waste Pro of Alabama, Inc.'s Birmingham division to the same company. The purchase and sale price were initially valued at approximately \$12,816,000 each and were promulgated as an "asset swap" to exchange net assets of equal value. Accordingly, the purchase and sale was accounted for as a single transaction. The Company paid approximately \$737,000 in additional cash for accounts receivable and recognized a net gain of approximately \$2,500,000 as a result of the transaction.

All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition.

The goodwill recorded as part of the acquisitions primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

The purchase prices were allocated as follows:

	2020	2019
Current assets	\$ 144,520	\$ 737,064
Property and equipment	4,190,674	952,200
Other assets	1,405,672	100,000
Goodwill	2,047,910	919,800
Current liabilities	(69,000)	-
Purchase price	7,719,776	2,709,064
Other liabilities - earn-outs	(508,197)	-
Long-term debt	(300,000)	-
Cash paid	<u>\$ 6,911,579</u>	<u>\$ 2,709,064</u>

#### NOTE 3 LINE OF CREDIT

The Company has a \$215,000,000 revolving line of credit (the line) with various banks, which matures on May 2, 2022. The line is classified as long-term based on the terms of the agreement, as amended, and the Company's intent and ability to refinance or maintain these borrowings on a long-term basis.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 3 LINE OF CREDIT (Continued)

Interest on outstanding borrowings is payable at either a Base rate or LIBOR, as selected by the Company from time to time. The Base rate is the greater of (a) the Federal Funds Rate plus 0.5% plus an applicable margin as defined by the leverage ratio; (b) LIBOR plus 1.0% plus an applicable margin as defined by the leverage ratio; or (c) the Prime Rate plus an applicable margin as defined by the leverage ratio. LIBOR is as published by ICE Benchmark Administration Limited for the respective interest period, as defined.

At December 31, 2020, the summary of Base rates and margins are as follows:

	<u>Base Rate</u>	<u>Rate at December 31, 2020</u>	<u>Margin</u>	<u>Applicable Margin</u>
(a)	Federal Funds Rate	0.00% - 0.25%	Plus 0.5%	0.75% to 1.50%
(b)	LIBOR	0.14%	Plus 1.0%	1.75% to 2.50%
(c)	Prime Rate	3.25%	n/a	0.75% to 1.50%

At December 31, 2020, the interest rate was based on LIBOR plus an applicable margin of 2.50%. The Company also pays a quarterly unused line fee based on the average borrowings on the line compared to the amount available to be borrowed, as defined in the credit agreement, as well as a quarterly letter of credit fee based on the amount of outstanding letters of credit, at the applicable margin for LIBOR.

The line is collateralized by substantially all assets of the Company and is reduced by all outstanding letters of credit. At December 31, 2020, approximately \$131,623,000 was available to be borrowed on the line.

The line contains various restrictive covenants including certain financial covenants, all of which the Company was in compliance with at December 31, 2020.

#### NOTE 4 LONG-TERM DEBT

At December 31, long-term debt consists of the following:

	<u>2020</u>	<u>2019</u>
Senior notes payable to investors; see Note 5	\$ 499,255,000	\$ 500,000,000
Florida 2019 Bonds; see Note 6	46,515,000	46,515,000
Florida 2017 Bonds; see Note 6	32,500,000	32,500,000
Mississippi Bonds; see Note 6	17,500,000	17,500,000

**WASTE PRO USA, INC. AND SUBSIDIARIES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For the Years Ended December 31, 2020 and 2019

**NOTE 4 LONG-TERM DEBT (Continued)**

	<u>2020</u>	<u>2019</u>
Installment note payable to a private party; interest at 2.36%; monthly principal and interest payments of \$40,430; guaranteed by a subsidiary of the Company; due September 2021	398,792	864,382
Installment notes payable to finance companies; interest ranging from 4.95% to 6.70%; monthly principal and interest payments totaling \$1,115,135; collateralized by certain equipment; due between September 2022 and June 2025	<u>37,853,431</u>	<u>46,751,154</u>
	634,022,223	644,130,536
Plus: premium on Florida 2019 bonds; see Note 6	<u>3,033,237</u>	<u>3,316,113</u>
	637,055,460	647,446,649
Less: unamortized debt issuance costs	<u>8,967,526</u>	<u>10,513,240</u>
	628,087,934	636,933,409
Less: current maturities	<u>10,192,343</u>	<u>9,663,526</u>
	<u>\$ 617,895,591</u>	<u>\$ 627,269,883</u>

At December 31, 2020, long-term debt (excluding unamortized debt issuance costs) matures as follows:

2021	\$ 10,192,343
2022	10,370,822
2023	9,355,461
2024	6,637,350
2025	1,696,247
Thereafter	<u>595,770,000</u>
	<u>\$ 634,022,223</u>

**NOTE 5 SENIOR NOTES PAYABLE**

Through a private placement offering (Bond offering), the Company has issued an aggregate principal amount of \$500,000,000 of 5.50% Senior Notes, which are due in 2026. Interest on the Senior Notes is due on February 15 and August 15 of each year. The Senior Notes are senior unsecured obligations and rank equal in right of payment to all of the Company's existing and future senior indebtedness and senior in right of payment to any subordinated indebtedness. The Senior Notes are unconditionally guaranteed on a senior unsecured basis by all of the Company's current and future significant domestic restricted subsidiaries. The Senior Notes are effectively subordinated to all the guarantors' existing and future secured indebtedness, including the line, to the extent of the value of the assets securing such indebtedness, and will be structurally subordinated to all of the liabilities and preferred stock of any of the Company's subsidiaries that do not guarantee the Senior Notes.

# WASTE PRO USA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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### NOTE 5 SENIOR NOTES PAYABLE (Continued)

The Company may redeem, at its option, all or part of the Senior Notes after February 15, 2021, at the applicable redemption prices or make-whole redemption price, plus accrued and unpaid interest to, but not including, the date of redemption.

### NOTE 6 TAX-EXEMPT BONDS

During 2019, the Company borrowed \$49,999,904 of tax-exempt Industrial Revenue Bonds (IRB) of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2019 (Florida 2019 Bond), which consisted of a principal amount of \$46,515,000 at an original issue premium of \$3,484,904. The Florida 2019 Bonds accrue interest at 5.00% per annum commencing May 23, 2019 through maturity on May 1, 2029. The Florida 2019 Bonds require interest payments on May 1 and November 1 of each year until maturity. The recorded premium will be amortized to interest expense over the contractual term of the Florida 2019 Bond. During the years ended December 31, 2020 and 2019, amortization of the premium amounted to \$282,876 and \$168,791, respectively.

During 2017, the Company borrowed \$50,000,000 of IRBs, to include \$32,500,000 of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2017 (Florida 2017 Bonds) and \$17,500,000 of Mississippi Business Finance Corporation Solid Waste Disposal Revenue Bond (Waste Pro USA, Inc. Project) Series 2017 (Mississippi Bonds) under their respective indentures dated August 1, 2017 (the 2017 Bonds).

The 2017 Bonds accrue interest at 5.00% per annum through August 1, 2022, at which time they may be converted from a fixed rate to a variable rate. The Florida 2017 Bonds mature August 1, 2029 and the Mississippi Bonds mature February 1, 2036. The 2017 Bonds require interest payments on February 1 and August 1 of each year until maturity.

The IRBs, which are secured by revenues of the Company are guaranteed jointly and severally, fully and unconditionally by certain of the Company's wholly-owned subsidiaries. Proceeds from the Florida 2019 Bonds were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Company and to pay certain costs of issuance.

### NOTE 7 INCOME TAXES

For the years ended December 31, the benefit from income taxes consists of the following:

	2020	2019
Current tax expense	\$ 186,000	\$ 36,428
Deferred tax benefit	(1,677,000)	(2,113,950)
	<u>\$ (1,491,000)</u>	<u>\$ (2,077,522)</u>



## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 7 INCOME TAXES (Continued)

For the years ended December 31, 2020 and 2019, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to certain expenses not being deductible for income tax purposes.

At December 31, the net deferred tax amounts included in the consolidated balance sheets consist of the following:

	2020	2019
Deferred tax assets	\$ 77,891,000	\$ 69,097,000
Deferred tax liabilities	(69,314,000)	(62,197,000)
Deferred tax assets - net	<u>\$ 8,577,000</u>	<u>\$ 6,900,000</u>

At December 31, 2020 and 2019, net deferred tax assets relate primarily to net operating losses and charitable contribution carryforwards, certain expenses and costs which are not deductible for tax purposes until paid, including the allowance for doubtful accounts, bonuses and reserve accruals, and the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for consolidated financial statements purposes. The Company expects to realize the deferred tax assets, net of the valuation allowance. Changes in estimates of future taxable income or in tax laws may alter this expectation.

At December 31, 2020 and 2019, noncurrent deferred tax assets are shown net of a valuation allowance of approximately \$13,197,000, for each of the years then ended, respectively, for certain net operating losses not expected to be realized for state purposes. At December 31, 2020, the net operating loss carryforward for federal tax purposes approximates \$310,000,000, of which \$123,778,000 is subject to expiration on various dates beginning in 2028.

#### NOTE 8 RELATED PARTY TRANSACTIONS

The Company incurs a fee for use of a private plane owned by a related party. During the years ended December 31, 2020 and 2019, the Company paid \$79,400 and \$158,800, respectively, for such use.

During the years ending December 31, 2020 and 2019, approximately \$1,296,000 and \$603,000, respectively, of property and equipment due from to a related party and is included in other assets on the accompanying consolidated balance sheet.

See Note 9 for additional related party disclosures.

#### NOTE 9 COMMITMENTS AND CONTINGENCIES

*Leases* - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through September 2028. The Company is also obligated under facility lease agreements with certain related parties expiring through November 2027.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

For the years ended December 31, 2020 and 2019, total rent expense charged to operations approximated \$6,639,000 and \$8,912,000, respectively. Rent expense for related party lease agreements totaled approximately \$1,928,000 and \$1,847,000 during 2020 and 2019, respectively.

At December 31, 2020, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2021	\$ 1,253,000	\$ 1,497,000
2022	1,253,000	1,264,000
2023	1,253,000	883,000
2024	1,253,000	607,000
2025	703,000	511,000
Thereafter	352,000	1,319,000
	<u>\$ 6,067,000</u>	<u>\$ 6,081,000</u>

**Letters of Credit** – At December 31, 2020, the Company has outstanding letters of credit totaling approximately \$9,264,000 as required by an insurance provider and governmental entities. The letters of credit decrease the borrowing availability on the line of credit by this amount.

**Insurance** – The Company's workers compensation and auto insurance coverage are provided under partially self-insured, retrospectively rated policies from independent third parties. Under the policies, premiums may be adjusted subsequent to the policy year end depending upon actual claims experienced.

At December 31, 2020, the Company estimated amounts payable on self-insured claims of approximately \$7,028,000, which is included in accrued liabilities in the accompanying 2020 consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

**Health Insurance** – The Company's health insurance is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. At December 31, 2020, the Company estimated amounts payable on self-insured claims of approximately \$1,081,000, which is included in accrued liabilities in the accompanying 2020 consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

**Legal** – The Company is involved in various lawsuits in the normal course of business. As of December 31, 2020, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management assesses its potential liability relating to litigation based on information available. Management believes that losses resulting from these matters, if any, would not have a material effect on the financial position of the Company.

# WASTE PRO USA, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

### NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

*Purchase Commitments* – At December 31, 2020, the Company has made commitments to purchase vehicles, equipment and facility construction totaling approximately \$30,820,500.

### NOTE 10 STOCK OPTIONS

The Company has authorized the issuance of 1,522,250 stock options to certain employees. At December 31, 2020, the Company has issued 431,000 of these options, which allow those employees to buy a prescribed number of shares of Common Stock for an exercise price ranging from \$15 to \$33 per share. At December 31, 2020, the options have an average weighted exercise price of \$18.98 per share with expiration dates through March 2028. The options vest ratably over five years. Upon exercise, shares will be issued from the pool of shares reserved for issuance.

The following table summarizes activity of the options granted for the period from January 1, 2019 to December 31, 2020:

	Number of Shares Under Option	Weighted Average Option Price
Balance - January 1, 2019	816,425	\$ 19.47
Options exercised	(500)	16.00
Options terminated	(113,425)	17.37
Balance - December 31, 2019	702,500	19.82
Options exercised	(30,936)	19.74
Options terminated	(265,564)	21.12
Balance - December 31, 2020	406,000	\$ 18.98

At December 31, vested and unvested options are summarized below:

	2020	2019
Vested and Exercisable	288,200	470,100
Unvested	117,800	232,400
Total Option Shares	406,000	702,500
Range of Exercise Prices	\$15 - \$33	\$15 - \$33
Weighted Average Exercise Price	\$18.98	\$19.82
Weighted Average Remaining Life (years)	5.34	4.53

The Company valued all stock options using the Black Scholes options pricing model and determined the value of the options was immaterial. Accordingly, no compensation expense or tax benefits related to stock options were recognized in 2020 or 2019.

## WASTE PRO USA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

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#### NOTE 11 EMPLOYEE BENEFIT PLANS

*Deferred Compensation Plan* - Effective May 1, 2019, the Company adopted a nonqualified defined contribution plan under section 409A of the Internal Revenue Code, to provide deferred compensation benefits to a select group of key employees. The plan's taxes are deferred and the plan is exempt from most Employment Retirement Income Security Act of 1974 (ERISA) requirements.

The Company may make discretionary contributions and has invested in company-owned life insurance policies to satisfy future obligations under the plan. Participants vest 20% after three years and increase ratably each year until fully vested after seven years. During the years ended December 31, 2020 and 2019, deferred compensation expense amounted to \$250,001 and \$250,000, respectively, as a result of Company contributions to the plan. The deferred compensation liability at December 31, 2020 and 2019 was \$584,033 and \$268,784, respectively.

*401(k) Plan* - The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2020 and 2019, the Company contributed approximately \$1,518,000 and \$1,474,000, respectively, to the plan.

**SUPPLEMENTAL SCHEDULES**



INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL SCHEDULES

Waste Pro USA, Inc. and Subsidiaries  
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries as of and for the years ended December 31, 2020 and 2019, and our report thereon dated March 24, 2021, which expressed an unmodified opinion on those consolidated financial statements, appears on page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2020 and 2019 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Vestal & Wiler*

Certified Public Accountants

March 24, 2021

**WASTE PRO USA, INC. AND SUBSIDIARIES****SCHEDULE OF CONSOLIDATED OPERATING EXPENSES**

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Payroll and payroll taxes	\$ 183,339,707	\$ 173,735,051
Disposal costs	137,943,611	132,517,860
Vehicle operating costs	59,724,589	66,074,430
Repairs and maintenance	57,375,304	55,080,999
Insurance	40,681,000	37,464,618
Subcontract trucking	15,999,061	13,183,101
Contract labor	13,125,536	13,727,114
Rent	4,455,489	4,460,032
Start-up costs	4,116,410	7,662,657
Utilities	3,030,937	3,195,435
Recycling material	2,703,212	2,690,900
Municipal fees	2,119,323	1,082,753
Property damage	1,787,312	1,698,343
Equipment rental	1,248,976	3,533,133
Retirement plan contributions	1,207,279	1,143,033
Telephone	1,110,466	1,187,281
Bond fees	1,035,653	962,310
Uniforms	1,002,220	1,001,351
Travel	662,465	879,268
Licenses and permits	213,010	206,780
Franchise fees	132,955	-
Sanitation supplies	77,082	104,159
	<u>\$ 533,091,597</u>	<u>\$ 521,590,608</u>

**WASTE PRO USA, INC. AND SUBSIDIARIES****SCHEDULE OF CONSOLIDATED GENERAL AND ADMINISTRATIVE EXPENSES**

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Payroll and payroll taxes	\$ 32,556,683	\$ 32,249,448
Professional fees	5,124,686	5,463,751
Taxes, other than income	3,020,139	2,564,653
Bank charges	2,570,880	3,087,561
Advertising	2,540,980	2,496,078
Telephone	2,199,830	2,104,941
Training	2,076,206	2,642,868
Travel	1,806,138	2,708,797
Insurance	1,784,665	2,069,755
Computer expense	1,341,628	1,265,544
Bad debts	1,340,034	1,438,277
Postage	1,310,117	1,464,284
Office supplies	944,766	909,591
Rent	934,289	918,575
Retirement plan contributions	310,337	331,249
Office temporary labor	264,204	280,694
Dues and subscriptions	220,814	196,758
Repairs and maintenance	120,759	115,144
Miscellaneous	53,994	43,047
	<u>\$ 60,521,149</u>	<u>\$ 62,351,015</u>



# Willis Towers Watson

Telephone 404.271.1500  
Fax 404.271.6000  
Website [www.willistowerswatson.com](http://www.willistowerswatson.com)  
E-mail [willis@willistowerswatson.com](mailto:willis@willistowerswatson.com)

July 26, 2021

Waste Pro of Florida, Inc.  
Attn: Bob Hyres  
2951 W. King Street  
Cocoa, FL 32950

RE: **Bid Bond for: Request for Proposals – Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services RFP #2021-01 for Town of Malabar, FL**  
**Bid Date: 8/17/2021**

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

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

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

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

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

Sincerely,

*Lisa A. Pless*

Lisa A. Pless

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

Waste Pro of Florida, Inc.  
2951 W. King Street  
Cocoa, FL 32926

### SURETY:

*(Name, legal status and principal place of business)*

Endurance Assurance Corporation  
4 Manhattanville Road  
Purchase, NY 10577  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*

Town of Malabar  
2725 Malabar Road  
Malabar, FL 32950

**BOND AMOUNT:** \$10,000.00

Ten Thousand Dollars and 00/100

### PROJECT:

*(Name, location or address, and Project number, if any)*

Requests for Proposals - Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services - RFP #2021-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of August, 2021.

Waste Pro of Florida, Inc.

*(Principal)*

*(Seal)*

*(Witness)*

By:

*(Title)*

Endurance Assurance Corporation

*(Surety)*

*(Seal)*

*(Witness)* Chaun M. Wilson

By:

*(Title)* Lisa A. Pless

Attorney-in-Fact





SOMPO INTERNATIONAL

INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Lisa A. Pless

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: Bid Bond
Principal: Waste Pro of Florida, Inc.
Obligee: Town of Malabar

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 17th day of August 2021

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**ENDURANCE ASSURANCE CORPORATION  
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS**

As of December 31, 2020

**ASSETS:**

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
<b>Total Cash and Invested Assets</b>	<b>\$ 4,249,738,000</b>

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
<b>Total Admitted Assets</b>	<b>\$ 5,135,671,150</b>

**LIABILITIES:**

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
<b>Total Liabilities</b>	<b>\$ 3,090,671,193</b>

**CAPITAL AND SURPLUS:**

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
<b>Total Capital and Surplus</b>	<b>\$ 2,044,999,957</b>

**Total Liabilities and Capital and Surplus**

**\$ 5,135,671,150**

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

*Entela Hana*

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day  
of March, 2021:

Notarially witnessed by:

*Fiona McNamara*

Notary Public Seal

Notary Public, State of New York  
Qualified in Rockland County  
No. 01MC5081895  
My commission expires July 14, 2021

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

**Conflict of Interest Statement**

STATE OF FLORIDA                            )  
  ) ss  
County of Seminole \_\_\_\_\_ )

Before me, the undersigned authority, personally appeared Erik Sankey, Regional Vice President who was duly sworn, deposes, and states:

1. I am the Regional Vice President of Waste Pro of Florida, Inc. with a local office in Cocoa, FL 32926-5110 and principal office in Longwood, FL 32779.
2. The above named entity is submitting a Request for Proposal for the Town of Malabar project described as **RFP-2021-01 - RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Town of Malabar.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Town of Malabar.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Town of Malabar in writing.

DATED this 14 day of August, 2021.

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

*Erik Sankey*

Signature of Affiant

Erik Sankey

Typed/Printed Name of Affiant

Regional Vice President

Title

Sworn to and subscribed before me by means of  physical presence or  on line  
notarization, this 16 day of August, 2021.

Personally known XXXXXX or produced identification N/A  
(type of identification).

Notary Public - State of Florida

*Brandy H. Bramer*

My commission expires 4/13/2024



BRANDY H. BRAMER  
Commission # GG 940670  
Expires April 13, 2024  
Bonded Thru Budget Notary Services

(Printed typed or stamped commissioned name of notary public)

TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

**Compliance with the Public Records Law**

Upon award recommendation or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to Town of Malabar.

If the company submits information exempt from public disclosure, the company must identify with specificity Town which pages/paragraphs of their Proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Waste Pro of Florida, Inc.

Authorized representative (printed): Erik Sankey, Regional Vice President

Authorized representative (signature): *Erik Sankey*

Date: 8/16/21

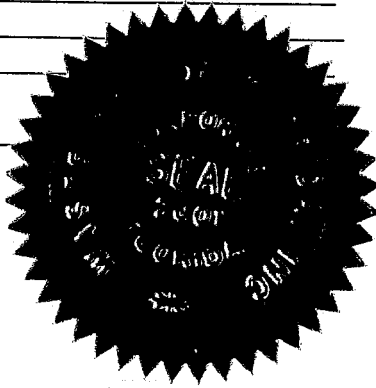
TOWN OF MALABAR, FLORIDA  
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

**Americans with Disabilities Act Affidavit**

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the Town.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the Town be held liable for the actions or omissions of the Contractor or any other party or parties to the Contract for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the Town, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor Waste Pro of Florida, Inc.  
Signature: *Erik Sankey*  
Printed Name: Erik Sankey  
Title: Regional Vice President  
Date: 8/16/21



Affix Corporate Seal  
STATE OF Florida )  
                                  ) ss  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 16 day of August, 2021, by Erik Sankey, Regional Vice President of Waste Pro of Florida, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced N/A identification.

*Brandy H Bramer*  
Print name Brandy H Bramer  
Notary Public in and for the County Seminole and  
State Aforementioned



BRANDY H. BRAMER  
Commission # GG 940670  
Expires April 13, 2024  
Bonded Thru Budget Notary Services

My commission expires: 4/13/2024



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

**\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT 2 PAGES \*\*\***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible; or voluntarily excluded from participation in this transaction by and Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Waste Pro of Florida, Inc.

Organization Name

RFP-2021-01 - RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

Erik Sankey, Regional Vice President

Names and Titles of Authorized Representative(s)

*Erik Sankey*

8/16/21

Signature(s)

Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

## TOWN OF MALABAR, FLORIDA

Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste  
Collection Services RFP# 2021-

2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.