



Response for

**Village of Wellington, FL**

**March 31 2021 at 11:00 a.m.**

**COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS - RFP # 202108**



**Submitted to:**

Purchasing Department  
c/o Danielle Zembrzuski  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, Florida 33414  
Email: [dzembrzuski@wellingtonfl.gov](mailto:dzembrzuski@wellingtonfl.gov)

**Submitted by:**

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**ORIGINAL**

  
Dan Brazil

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## CHAPTER 1. LETTER OF INTENT

March 31, 2021

Purchasing Department  
c/o Danielle Zembrzuski  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, Florida 33414

RE: RFP #202108 Collection of Solid Waste and Recyclable Materials

Dear Ms. Zembrzuski,

FCC Environmental Services Florida, LLC is pleased to provide our response to the Village of Wellington Request for Proposal RFP #202108 Collection of Solid Waste and Recyclable Materials. FCC understands the requirements and will provide the services requested in the RFP, in compliance with the terms in the agreement, for the rates submitted in its proposal to provide services to the Village.

### Right Partner

FCC has been providing waste collection and disposal services since 1911. Today, we provide environmental services across the United States, United Kingdom, Spain, and other countries across Europe tailored to the needs of our partners using the latest technologies and environmentally-friendly equipment.

We have the experience and capability to provide the equipment and labor to perform solid waste and recycle collection services for the Village of Wellington.

### Solid Waste Collection Experience

**FCC's Local Management, Performance, Dedication, and the Ability to Adapt to Different Environments are the key factors that have allowed us to provide collection and disposal services for 110 years.**

Over 60 million people in more than 5,000 municipalities around the world benefit from the services we provide. Employing the most advanced technologies, we continuously improve our ability to manage the thousands of tons of solid waste collected every day in some of the world's largest and most vibrant cities, where more than 25 million tons of refuse are collected per year.

We employ a variety of collection systems according to the needs of each city, using a combination of vehicles and containers designed to maximize efficiency and minimize the environmental impact in terms of noise and emissions.



We have the scale, expertise, and experience to meet the Village's waste management needs, saving time, effort, and costs. **FCC is proud to be providing service to over 1 million Floridians.**

FCC provides solid waste collection services in Orange County, FL where we service over 87,649 homes; and Polk County, FL where we serve more than 77,585 homes and over 105 commercial dumpsters; plus open top roll-offs and compactors.

FCC also provides solid waste collection services in Palm Beach County, FL with more than 110,088 homes and approximately 1,646 commercial businesses.

In Volusia County, FL FCC provides collection services to more than 45,173 households throughout the County and recycling services at County facilities, and on March 1, 2021, began providing a collection of solid waste from the Volusia County facilities.

In October 2020, FCC was awarded a 5-year contract for the collection of residential and commercial solid waste in the City of Edgewood, FL, and FCC was able to successfully transition this contract from Waste Management and began services on January 1, 2021.

### **Strength of Personnel**

While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the Village of Wellington are also our concerns.

**FCC will prioritize its hiring efforts with staff from the previous hauler, as well as staff that lives in the Village of Wellington.** The operational staff that will work in the Village will be dedicated to that service, in every sense of the word. These employees are chosen due to their knowledge of the area and customer focus mindset. **All workers will be employed by FCC, so we will not rely on staffing companies.**

### **Full-Time Community Collaboration**

As a global company, FCC is aware of the impact its drivers and employees can have, not only in the communities they service, but around the world. That is why FCC has developed the Full-Time Community Collaboration program where it aims to develop a community awareness program with the help of local law enforcement agencies. Through the Full-Time Community Collaboration program, FCC will provide local law enforcement agencies with another set of eyes where it can help deter and prevent crime. FCC's employees will be trained on how to report unusual and suspicious activities.



### For Cleaner Communities (FCC)

FCC is dedicated to the communities it services. FCC participates and regularly provides collection and disposal services for Keep America Beautiful organizations. FCC is dedicated to working with communities to address issues such as Illegal dumping, littering and excess waste. FCC's goal is to be the "environmental company of choice, delivering change for a sustainable future".



### Plan for Providing Service to the Village

We at FCC look forward to establishing a partnership with the Village of Wellington. To that end, we would like to highlight some of the key features.

**All of the FCC frontline trucks will be dedicated to this contract, and new.** This equipment is selected to address the specific concerns associated with service in the Village of Wellington. The trucks will be equipped with the latest technology in emissions controls, GPS tracking, and maintenance telematics.



Resources planned for the general collection of the contract are vital but are also critical in the event of an emergency or a natural disaster. FCC has the capabilities to provide additional resources to accomplish the needs of the Village. FCC has developed its collection plan after carefully analyzing the information provided in the RFP and through multiple site visits to the Village of Wellington. That is why FCC is proposing more grapple collection trucks and more dedicated routes than the current level of service, to ensure that the Village receives the level of services it requires in line with the agreement that it has provided.

Additionally, FCC employs several hundred drivers and collection vehicles nationwide. FCC also has great partnerships with several National truck rental companies and has never had an issue obtaining additional truck resources as needed. As an example in 2016, Orange County, Florida chose FCC out of the County's 3 haulers to operate the emergency management cleanup of large piles throughout all of the curbside collection zones after Hurricane Matthew left a debris field of vegetation.

### Experience in Successful Transitions

Our company takes immense pride in transitions as they directly impact the residents of the service. **Through our 110 years of experience collecting municipal contracts,** we have executed thousands of these successfully. Most recently we transitioned two large contracts in Florida with minimal to no impact on the residents and commercial customers.

**Volusia County was transitioned in April of 2020 during the COVID-19 pandemic, was highly successful with great reviews from County staff, without receiving any liquidated damages.** Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to

more than 110,088 households and working with incumbent haulers Republic Services and Waste Management to swap more than 1,646 commercial customers over to FCC brand new containers.

### Customer Service, Reporting & GPS Technologies

We have become industry leaders with the use of cutting-edge technologies. All of our collection trucks are outfitted with the AWTI 3rd Eye camera system. We can pull real-time tracking information and the system records the entire route. We can, and have used the recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns.



This technology also features Positive Service Verification which provides a GPS location and timestamp along with photo evidence of the collection service occurring. We support transparency with our municipal partners and welcome the City staff access if they wish to see these service events that have occurred along with the location of all of our trucks.

Furthermore from a technology component, we will be utilizing the Trac EZ software to monitor, track and resolve all customer disputes and requests which will be staffed by our Local customer service agents.

### Financial Strength

One of the most important things to be considered is the financial strength of the company that is proposing the service. For that reason, we want to highlight that FCC has been providing waste collection and disposal services since 1911. We are one of the largest and oldest waste management companies in the world.

FCC is a sound company from the financial standpoint as can be determined from the Audited Financial Statements. Net Equity as of Dec 31, 2020, was \$3.5 Billion, compared to \$2.9B at the end of fiscal 2019.

FCC has never filed for bankruptcy during its 121 years as a company.

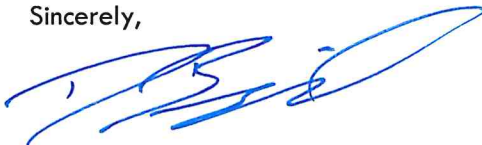
### Executive Summary

1. **Dedicated Equipment: All of the FCC proposed front-line vehicles will be new and all of our spare vehicles are going to be in new or like-new condition.** All the equipment proposed has been selected to address the specific concerns associated with service in the Village of Wellington. The trucks will be equipped with the latest technology in emissions controls, tracking, and maintenance telematics.
2. **Increased Level of Service: FCC is proposing an increase to the level of service that the Village currently receives.** FCC documented large vegetation piles and late completions of existing routes. Due to its analysis, FCC is proposing an increase in the level of service to address the needs of the Village.

3. **Latest Technology:** We have become industry leaders with the use of cutting-edge technologies. **All of our collection trucks are outfitted with technologies (3rd eye) that allow for GPS tracking and service verification.** We can pull real-time tracking information and the system records the entire route. We can and have used the recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns.
4. **Dedicated Operational Personnel:** While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the Village are also our concerns. **The operational staff that will work in the Village will be dedicated to that service, in every sense of the word. FCC will hire all collection helpers, and will not use temporary staffing services to fill these positions.**
5. **Office/Yard:** **FCC currently has a yard and office within Palm Beach County and will provide the Services for the Village of Wellington from this location.**
6. **Community Involvement and Education:** In each community where we serve, FCC aims to become ingrained. We accomplish this through local hiring, community education events, and the use of local businesses. **FCC will develop educational and promotional programs on recycling and will partner with the Village to be a sponsor during Village events.**

Please direct any questions about this submission by phone at (832) 404-2597 or by email at [dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com). Thank you for your time and assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Brazil', with a large, stylized flourish at the end.

Dan Brazil  
Vice President of Collection Operations  
5840 Corporate Way, Suite 250  
West Palm Beach, FL 33407

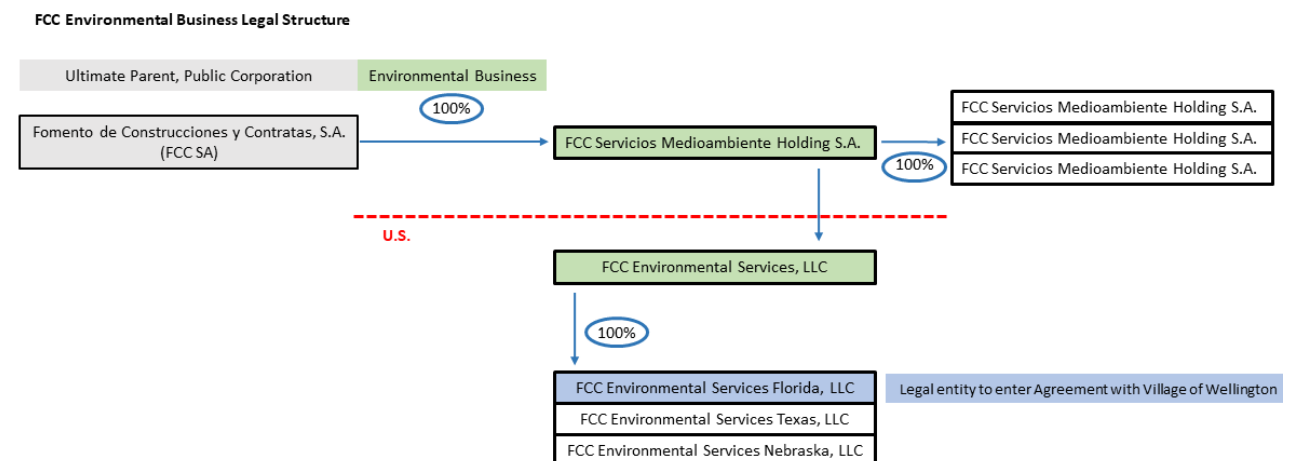
## CHAPTER 2. ORGANIZATION

Municipal services have been FCC's core activities for more than 110 years starting with its first contract for collection services for municipalities in the City of Barcelona in 1911. This contract award was a very important milestone in the Company's history, as it marked the first entry into the services field. We have been providing this service uninterruptedly in Barcelona since 1911 through successive contract awards since that time.

FCC is one of the largest and oldest waste management companies in the world and has been operating in the US market since 2008. In 2014, we formed FCC Environmental Services, LLC to hold all the Environmental business in the US, which owns 100% of FCC Environmental Services Florida, LLC.

The legal entity that will enter into the Agreement is FCC Environmental Services Florida, LLC (organized in Florida). FCC's ultimate Parent, Fomento de Construcciones y Contratas, S.A. (or FCC SA) will guarantee the performance; FCC SA, as the Group's Parent Company, was incorporated in Spain and is a publicly-traded corporation.

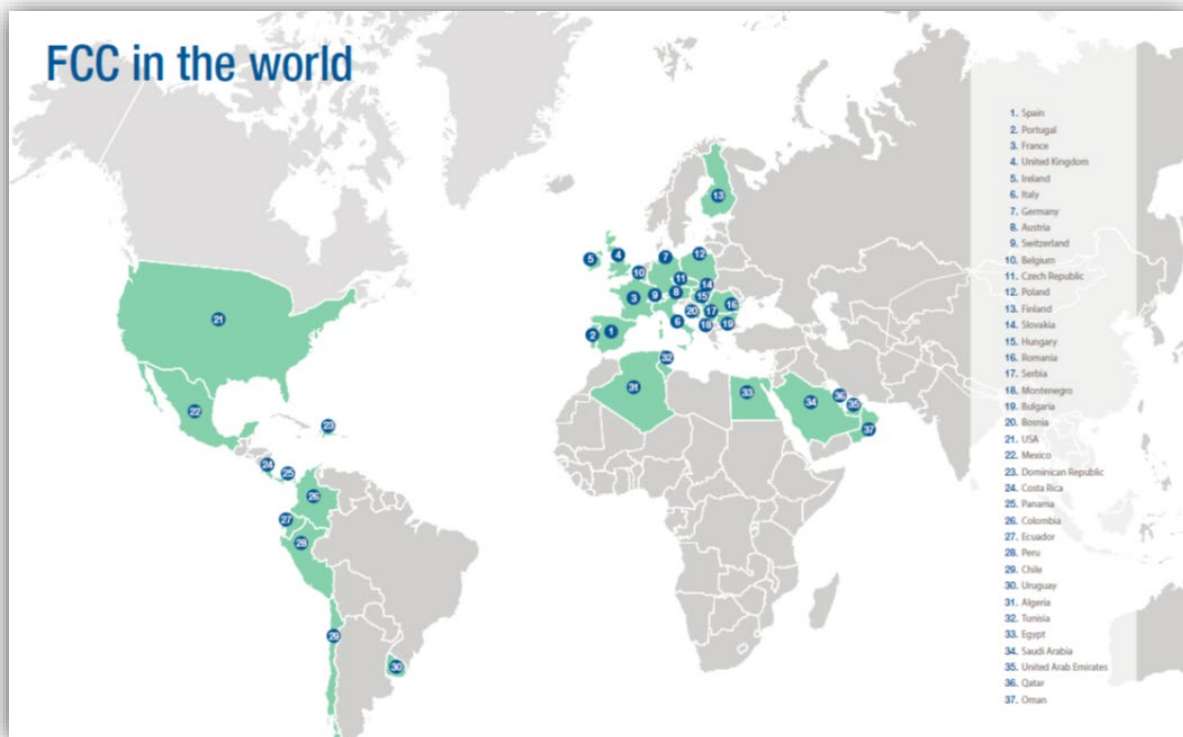
FCC's operations consist of four business areas: Water, Construction, Cement, and Environmental Services. All the Environmental business worldwide is under the wholly-owned subsidiary FCC Servicios Medioambiente Holding, and all the Environmental business in the US is under the wholly-owned subsidiary FCC Environmental Services, LLC. Chart provided below for ease of reference.





FCC's goal is to deliver industry-leading environmental, waste and water, infrastructure, and renewable energy generation, including waste-to-energy, and services to citizens around the globe. Today, **FCC is one of the world's largest waste management and recycling companies with a presence in over 35 countries.** **FCC's more than 60,000 employees worldwide** interact with citizens daily and focus on constantly increasing sustainability.

FCC's services include the collection, treatment, and removal of solid waste, cleaning public roads, maintenance of sewage networks, maintenance of green areas, street furniture, industrial waste treatment and removal, and integrated water management. These activities have a large presence in many areas of Europe, the Americas, and Africa. FCC began its international experience at the end of the 90s' and the markets in which have grown in recent years are the United States, Latin America, and Africa.



**The company operates in over 5,000 municipalities across the world where it improves the well-being of over 60 million citizens.** It boasts over 100+ years of experience, which is reflected in the diversity of services it provides: collection, treatment, recycling, energy recovery and disposal of solid urban waste, street cleaning, sewer network maintenance, ground maintenance and preservation of green spaces, polluted soils recovery and comprehensive management of industrial waste.

As a waste management leader, we have nearly **1.3 million containers, carts, and bins** of all sizes and more than **17,000 trucks** or special vehicles to ensure secure and efficient collection and transport of all waste for further treatment. FCC's fleet of vehicles ensures sophisticated logistics and controls on the quality of the collected waste. FCC is committed to using technological innovation in the services it provides to help improve the well-being of citizens and to make cities in which it operates more sustainable.



As a result, we have one of the most advanced fleet of vehicles in the world, equipped with the most innovative systems: around **50% of our US collection trucks run with a sustainable CNG fuel system.**



Note: 100% Electric Automated Side Load Truck (ASL) designed, developed, and implemented by FCC in 2020.

The following information is a list of relevant municipal contracts FCC or its subsidiaries are currently supporting around the world. FCC will provide any additional information on the contracts listed if requested.

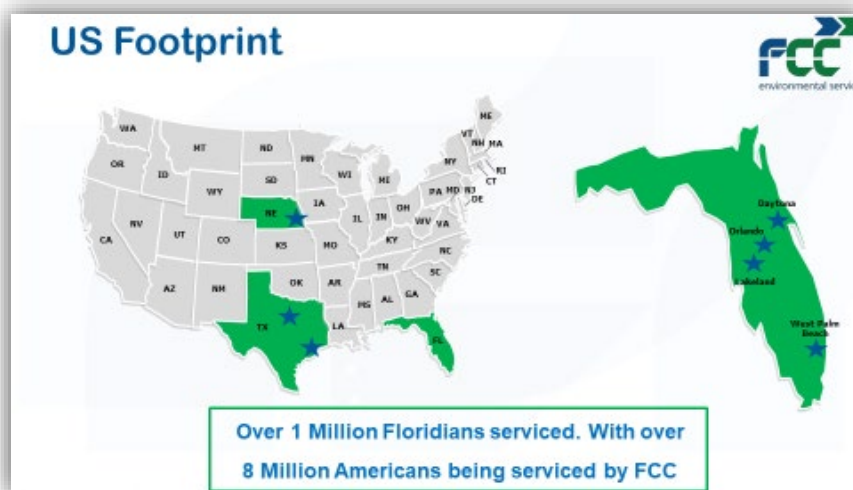
FCC: Some of the more relevant Waste Collection and Recycling Services Municipal contracts						
COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT START DATE	CONTRACT END DATE	CONTRACT PERIOD	ANNUAL REVENUES
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025	10 years	\$5,250,000
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025	10 years	\$5,750,000
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024	7 years	\$9,000,000
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024	7 years	\$6,500,000
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026	7 years	\$14,000,000
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026	7 years	\$13,000,000
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023	Up to 4 years	\$150,000
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027	7 years	\$11,000,000
	Volusia County Facilities, Florida	135,000	March 1, 2021	February 28, 2026	5 years	\$225,000
	City of Omaha (Solid Waste), Nebraska	466,000	January 1, 2021	December 31, 2030	10 years	\$24,500,000
	City of Omaha (Drop Offs), Nebraska	466,000	January 1, 2021	December 31, 2025	5 years	\$550,000
	City of Omaha (Rubbish Roll-Offs), Nebraska	466,000	April 1, 2021	March 30, 2024	3 years	\$70,000
	City of Edgewood, Florida	2,977	January 1, 2021	December 31, 2025	5 years	\$400,000
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2031	15 years	\$10,000,000
	City of Houston, Texas Single-Stream Recycling	2,200,000	March 11, 2019	March 10, 2034	15 years	\$12,000,000
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024	5 years	\$5,700,000
	City of University Park (TX), Recyclable Materials Processing and Marketing	24,000	January 2, 2017	January 1, 2022	5 years	\$275,000
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included	220,000	December 1, 2019	September 30, 2021	22 months	\$1,500,000
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	December 1, 2019	February 28, 2022	27 months	\$300,000
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2020	November 23, 2021	1 year	\$100,000
Spain	Madrid	2,150,000	November 1, 2016	April 30, 2021	4 years	\$63,000,000
	Zaragoza (Extended)	701,000	June 12, 2008	June 11, 2020	12 years	\$20,727,000
	Barcelona (Extended 4 years)	638,000	November 1, 2009	August 31, 2021	8 years	\$121,250,000
	Valencia (Extended)	367,000	November 1, 2005	November 1, 2020	15 years	\$26,700,000
	Bilbao	345,000	October 1, 2017	September 30, 2021	4 years	\$18,270,000
	Vigo (Extended)	299,000	April 1, 2001	March 31, 2020	19 years	\$29,860,000
	Hospitalet de Llobregat (Extended)	255,000	January 1, 2011	December 31, 2020	10 years	\$28,337,500
	Oviedo	220,000	February 1, 2021	January 31, 2026	5 years	\$15,525,000
	Badalona (Extended)	215,000	June 1, 2010	May 31, 2020	10 years	\$21,645,500
	Almeria	197,000	March 1, 2014	February 29, 2024	10 years	\$7,260,000
	San Sebastian (Extended)	185,000	January 3, 2011	January 2, 2020	9 years	\$5,621,000
	Castellon de la Plana	171,000	February 1, 2010	July 31, 2025	15 years	\$16,995,667
	Badajoz	150,000	October 1, 2010	September 30, 2022	12 years	\$11,500,000
	Salamanca (Extended 1 year)	145,000	August 1, 2007	November 30, 2020	12 years	\$18,810,000
	Avila (Extended 1 year)	58,900	July 1, 2010	June 30, 2020	9 years	\$5,518,000
United Kingdom	Herefordshire CC	179,300	November 2, 2009	November 1, 2023	14 years	\$6,264,720
	Telford&Wrekin U/ A (Extended)	166,000	April 2, 2001	March 31, 2019	18 years	\$2,195,886
	Wychavon D C	116,900	April 1, 2018	April 1, 2028	10 years	\$5,099,644
	Harborough	85,300	April 1, 2016	March 31, 2023	7 years	\$6,611,220
	West Devon (Extended)	53,500	April 3, 2017	April 1, 2019	2 years	\$2,731,617
Portugal	Vila Real (Extended)	51,900	March 15, 2014	March 15, 2019	5 years	\$1,540,000
Austria	City of Baden	25,000	January 1, 2018	January 1, 2023	5 years	\$385,350
	AWS Schwechat	17,000	January 1, 2018	January 1, 2023	5 years	\$159,779
Czech Republic	City of Liberec	102,000	July 1, 2010	December 31, 2025	16 years	\$4,188,800
	City České Budějovice	93,500	July 1, 2002	indefinite period	> 16 years	\$2,807,376
	City of Prostějov	44,000	January 1, 2017	December 31, 2024	8 years	\$1,945,938
Poland	City of Zabrze (extended)	173,000	April 1, 2017	March 31, 2020	3 years	\$6,079,050
Bulgaria	Sofia (extended)	190,000	May 31, 2015	May 31, 2020	5 years	\$5,506,463
	Dobritsch	91,000	January 1, 2018	December 31, 2021	4 year	\$1,615,415
Serbia	Kinkinda Municipal Association	65,500	September 1, 2007	August 31, 2031	25 years	\$2,171,400
	Lapovo Municipal Association	35,000	January 1, 2013	December 31, 2031	18 years	\$1,481,480

The chart below summarizes the most important milestones of FCC's activities.

Over 120 years devoted to Environmental Services	
1900	Fomento de Obras y Construcción S.A. (Focsa) is established
1911	First contract of urban sanitation. Barcelona
1960	First waste recycling plant in Tarragona
1992	Merger of CYCSA and FCCSA: FCC
1998	First natural gas truck in the industry
2008	Begin environmental operations in the US
2014	City of Houston (Texas, US) Biosolids Waste Management for 5 years
2015	Solid Waste collection contract in Orange County (Florida, US) for 10 years
2015	Design Build & Operate a Single-Stream Recycling Facility Contract City of Dallas, (Texas, US)
2016	Solid Waste collection contract in Polk County (Florida, US) for 10 years
2016	Process Recycling Materials in City of University Park Contract for 5 years, (Texas, US)
2017	National Waste & Recycling Association (NWRA) awarded FCC for "Best Recycling Facility of the Year 2017"
2017	Process Recycling Materials in City of Garland Contract up to 5 years, (Texas, US)
2017	Process Recycling Materials in City of Mesquite contract up to 5 years, (Texas, US)
2017	Solid Waste collection (residential and commercial) contract in Rowlett (Texas, US) for 10 years
2018	Design Build & Operate a Single-Stream Recycling Facility contract in City of Houston, (Texas, US)
2018	City of Garland (Texas, US) Biosolids Waste Management
2018	Process Recycling Materials in City of Lewisville contract up to 9 years, (Texas, US)
2019	Solid Waste collection contract in Palm Beach County (Florida, US) for 7 years
2019	Commercial collection contract in Polk County (Florida, US) for up to 4 years
2019	Solid Waste collection contract in Volusia County (Florida, US) for 7.5 years
2019	Solid Waste collection contract in City of Omaha (Nebraska, US) for 10 years
2019	City of Houston (Texas, US) Biosolids Waste Management for 5 years
2019	Process Recycling Materials in City of Huntsville contract up to 3 years, (Texas, US)
2019	Drop Off collection contract in City of Omaha (Nebraska, US) for 5 years
2020	Solid Waste collection contract in City of Edgewood (Florida, US) for 5 years and 9 months
2020	Solid Waste collection contract for Volusia County Facilities (Florida, US) for 5 years
2021	Rubbish Collection contract in City of Omaha (Nebraska, US) for 3 years

## FCC in the U.S.

FCC Environmental Services Florida, LLC is a corporation organized under the laws of the State of Florida filed on February 25, 2019. FCC Environmental Services Florida, LLC provides collection services to **over 1 million Floridians**.






**FORM 1**  
**PROPOSER'S STATEMENT OF ORGANIZATION**



- \_\_\_\_\_
- \_\_\_\_\_
10. If the Proposer is a limited partnership, provide the name and address of each general partner:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
11. Provide the Proposer's Federal Employer Identification Number: 32-0594197



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Florida Limited Liability Company

FCC ENVIRONMENTAL SERVICES FLORIDA, LLC

Filing Information

Document Number	L19000048549
FEI/EIN Number	32-0594197
Date Filed	02/25/2019
State	FL
Status	ACTIVE

Principal Address

5840 Corporate Way

Suite 250

West Palm Beach, FL 33407

Changed: 03/15/2021

Mailing Address

5840 Corporate Way

Suite 250

West Palm Beach, FL 33407

Changed: 03/15/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR, CEO, President

SANZ, INIGO

5840 Corporate Way

Suite 250

West Palm Beach, FL 33407

Title MGR, CFO, Secretary

CARRASCO, SANTIAGO

5840 Corporate Way

Suite 250

West Palm Beach, FL 33407

Title MGR

GORRITI, JUAN

5840 Corporate Way

Suite 250

West Palm Beach, FL 33407

Annual Reports

Report Year	Filed Date
2020	05/27/2020
2021	01/11/2021
2021	03/15/2021

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<a href="#">05/27/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2019 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**2021 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT**

DOCUMENT# L19000048549

**Entity Name:** FCC ENVIRONMENTAL SERVICES FLORIDA, LLC

**Current Principal Place of Business:**

5840 CORPORATE WAY  
SUITE 250  
WEST PALM BEACH, FL 33407

**Current Mailing Address:**

5840 CORPORATE WAY  
SUITE 250  
WEST PALM BEACH, FL 33407 US

**FEI Number:** 32-0594197

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

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

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGR, CEO, PRESIDENT  
Name SANZ, INIGO  
Address 5840 CORPORATE WAY  
SUITE 250  
City-State-Zip: WEST PALM BEACH FL 33407

Title MGR, CFO, SECRETARY  
Name CARRASCO, SANTIAGO  
Address 5840 CORPORATE WAY  
SUITE 250  
City-State-Zip: WEST PALM BEACH FL 33407

Title MGR  
Name GORRITI, JUAN  
Address 5840 CORPORATE WAY  
SUITE 250  
City-State-Zip: WEST PALM BEACH FL 33407

# State of Florida Department of State

I certify from the records of this office that FCC ENVIRONMENTAL SERVICES FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 25, 2019.

The document number of this limited liability company is L19000048549.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 11, 2021, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of January, 2021*



*Laurel M. Bee*  
Secretary of State

Tracking Number: 0888625748CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
*Serving Palm Beach County*  
*Serving you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

5840 CORPORATE WAY STE 250  
 WEST PALM BEACH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	FCC ENVIRONMENTAL SERVICES FLORIDA LLC		B20.589678 - 09/21/20	\$33.00	B40176222

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2019116766**  
**EXPIRES: SEPTEMBER 30, 2021**



2  
6-427

FCC ENVIRONMENTAL SERVICES FLORIDA LLC  
 FCC ENVIRONMENTAL SERVICES FLORIDA LLC  
 10077 GROGANS MILL RD STE 466  
 THE WOODLANDS TX 77380-1022



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.





## RESOLUTION OF CONTRACTOR

FCC Environmental Services Florida, LLC ("Contractor"), is a Limited Liability Company, which is bound by acts of its Board of Managers ("the Board"), ("Governing Entity").

On the 8th day of March 2021, the Governing Entity resolved, in accordance with all documents, rules, and laws applicable to the Contractor, that Daniel M Brazil (Dan Brazil), is authorized to act as the Contractor's Representative in all business transactions and sign, execute and bind the Company in proposals, contracts and agreements related to the Request for Proposals RFP#202108 by the Village of Wellington, Florida; and

The Governing Entity warrants that the above resolution (a) was entered into without dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and (c) is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this 15th day of March, 2021.

\_\_\_\_\_  
(Authorized Signature for Governing Entity)

Santiago Carrasco, as the Company Secretary

\_\_\_\_\_  
(Print or Type Name and Title of Authorized Signatory)



**SWORN AND SUBSCRIBED** before me on March 15th, 2021

Date



Maria F Naumann  
Notary Public in and for the State of Texas

My Commission Expires: November 12, 2024 Maria F Naumann  
Expiration Date Print or Type Name of Notary Public

## CHAPTER 3. STAFFING AND SUBCONTRACTORS

### FORM 2 STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager, a Maintenance Director, and a Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the Village at all times. Provide information demonstrating that each of these three (3) individuals will satisfy the minimum requirements in Sections 29.2 and 29.3 of the Agreement.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.
  - A. Name & Title     **Charles Merkley, Regional Director of Operations**
  - B. Assignment on Village's Project     **Manager - All of Florida**
  - C. Years of Experience with:
 

The Proposer's Company	<b>5+ Years</b>
Other Similar Companies	<b>42+ Years</b>
  - D. Education:
 

Degree(s)	<b>N/A</b>
Year/Specialization	<b>N/A</b>
  - E. Summary of Professional Training and Experience     **See resume included below**
  - F. Other Relevant Experience and Qualifications     **See resume included below**

**FORM 2 (a)**  
**STAFFING**

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
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4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- A. Name & Title            **Joseph Sandora, General Manager**
- B. Assignment on Village's Project   **General Manager for Village**
- C. Years of Experience with:
  - The Proposer's Company   **1 Year 11 Months**
  - Other Similar Companies   **36+ Years**
- D. Education:
  - Degree(s)            **Bachelor of Science**
  - Year/Specialization   **2011 / Organizational Management**
- E. Summary of Professional Training and Experience   **See resume included below**
- F. Other Relevant Experience and Qualifications        **See resume included below**

**FORM 2 (b)**  
**STAFFING**

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager, a Maintenance Director, and a Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the Village at all times. Provide information demonstrating that each of these three (3) individuals will satisfy the minimum requirements in Sections 29.2 and 29.3 of the Agreement.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |  |  |
|--|--|
| A. Name & Title                                    | <b>Rodney Belgrave, Operations Manager</b>                       |
| B. Assignment on Village's Project                 | <b>Manage daily operations of all routes within the Village.</b> |
| C. Years of Experience with:                       |  |
| The Proposer's Company                             | <b>1 Year &amp; 6 Months</b>                                     |
| Other Similar Companies                            | <b>20 Years</b>  |
| D. Education:                                      |  |
| Degree(s)  | <b>N/A</b>   |
| Year/Specialization                                | <b>N/A</b>   |
| E. Summary of Professional Training and Experience | <b>See resume included below</b>                                 |
| F. Other Relevant Experience and Qualifications    | <b>See resume included below</b>                                 |



## FORM 2 (c) STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager, a Maintenance Director, and a Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the Village at all times. Provide information demonstrating that each of these three (3) individuals will satisfy the minimum requirements in Sections 29.2 and 29.3 of the Agreement.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |  |   |
|--|---|
| A. Name & Title                                    | <b>Sham Maraj, Fleet Maintenance Manager</b>            |
| B. Assignment on Village's Project                 | <b>Manages maintenance of fleet assigned to Village</b> |
| C. Years of Experience with:                       |   |
| The Proposer's Company                             | <b>1 Year 6 Months</b>                                  |
| Other Similar Companies                            | <b>31 Years</b>   |
| D. Education:                                      |   |
| Degree(s)  | <b>A.S</b>  |
| Year/Specialization                                | <b>Veterinary Public Health</b>                         |
| E. Summary of Professional Training and Experience | <b>See resume included below</b>                        |
| F. Other Relevant Experience and Qualifications    | <b>See resume included below</b>                        |



**FORM 2 (d)  
STAFFING**

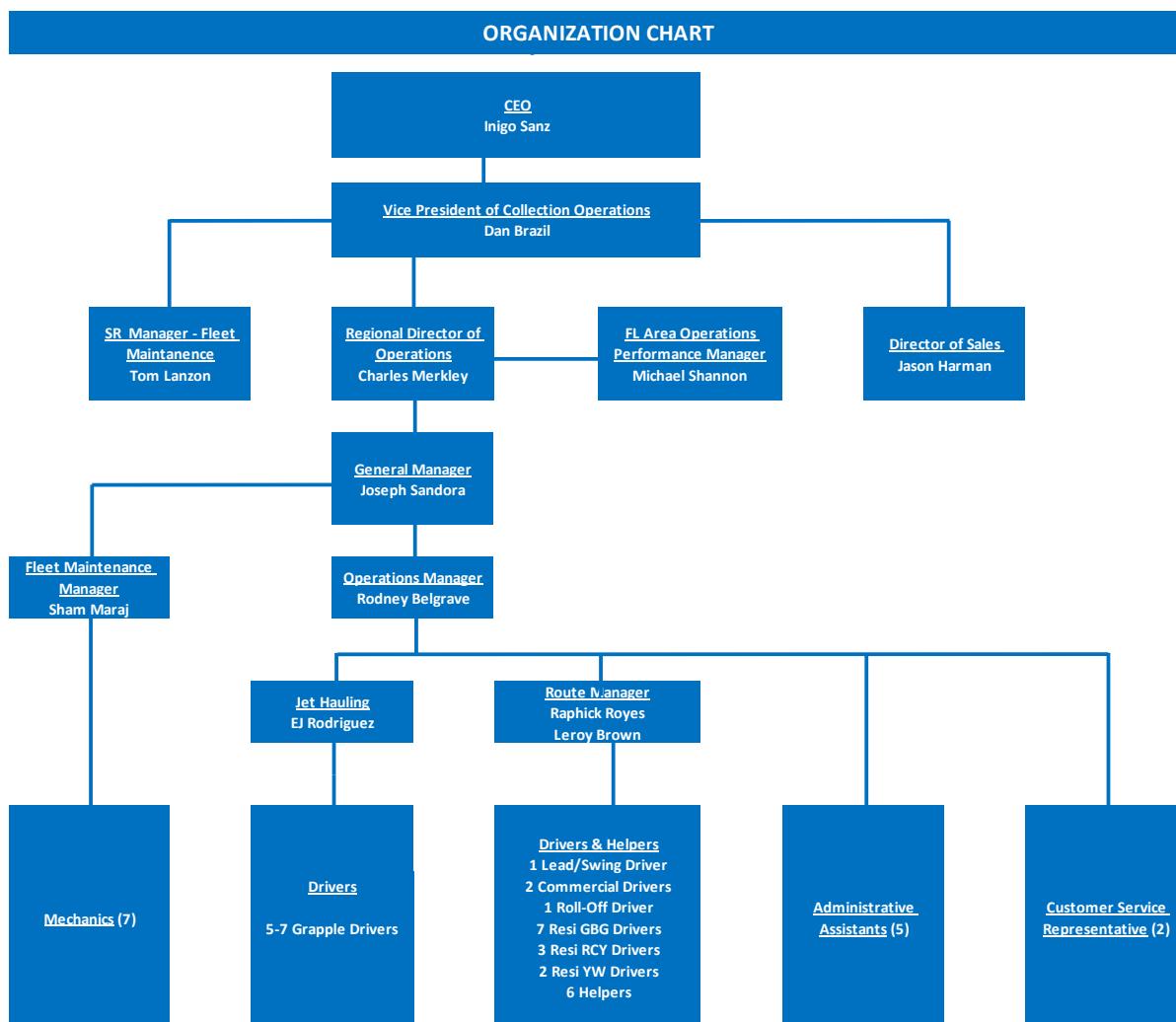
1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
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4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |  |   |
|--|---|
| A. Name & Title                                    | <b>Raphick (Sean) Royes , Route Manager</b>                         |
| B. Assignment on Village's Project                 | <b>Manage Drivers and Helpers assigned to Village of Wellington</b> |
| C. Years of Experience with:                       |   |
| The Proposer's Company                             | <b>1 Year 6 Months</b>  |
| Other Similar Companies                            | <b>21 years</b>   |
| D. Education:                                      |   |
| Degree(s)  | <b>N/A</b>  |
| Year/Specialization                                | <b>N/A</b>  |
| E. Summary of Professional Training and Experience | <b>See resume included below</b>                                    |
| F. Other Relevant Experience and Qualifications    | <b>See resume included below</b>                                    |

## FORM 2 (e) STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the Village.
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4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the Village, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.

- |  |  |
|--|--|
| A. Name & Title                                    | <b>Leroy Brown, Route Manager</b>                                  |
| B. Assignment on Village's Project                 | <b>Manage commercial drivers assigned to Village of Wellington</b> |
| C. Years of Experience with:                       |  |
| The Proposer's Company                             | <b>1 Year 6 Months</b>   |
| Other Similar Companies                            | <b>23 Years</b>  |
| D. Education:                                      |  |
| Degree(s)  | <b>N/A</b>   |
| Year/Specialization                                | <b>N/A</b>   |
| E. Summary of Professional Training and Experience | <b>See resume included below</b>                                   |
| F. Other Relevant Experience and Qualifications    | <b>See resume included below</b>                                   |



## Inigo Sanz – Chief Executive Officer

E-mail: [inigo.sanz@fccenvironmental.com](mailto:inigo.sanz@fccenvironmental.com)

Phone: 832-404-2361

Inigo has over 20+ years of experience in leading and managing organizations in the solid waste industry. He excels in leadership and implementation of business planning processes while developing strategies to meet future challenges. Inigo Sanz's resume has been provided at the end of this section.

## Dan Brazil – Vice President of Collection Operations

E-mail: [dan.brazil@fccenvironmental.com](mailto:dan.brazil@fccenvironmental.com)

Phone: 832-404-2597

Dan has 13+ years of experience in transportation operations and environmental services with UPS and Waste Management before joining FCC. He has vast knowledge in operations, safety, and customer focus environments driving continuous improvement through employee engagement and performance management. Dan Brazil's resume has been provided at the end of this section.

### **Jason Harman – Director of Sales**

**E-mail:** [jason.harman@fccenvironmental.com](mailto:jason.harman@fccenvironmental.com)

**Phone:** 832-246-2088

Jason brings 25 years of experience to FCC as the director of sales. Jason oversees all aspects of the FCC sales team within the United States. Jason leads, supports, and trains sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities, and Commercial prospects. Jason is a highly accomplished sales leader with proven success in implementing new products and onboarding programs. Jason Harman's resume has been provided at the end of this section.

### **Tom Lanzon – Sr. Manager - Fleet Maintenance**

**E-mail:** [thomas.lanzon@fccenvironmental.com](mailto:thomas.lanzon@fccenvironmental.com)

**Phone:** 407-558-0229

Tom brings over 30 years of experience with a proven track record of successfully implementing systems, policies, procedures and managing multi-million dollar budgets of multiple locations. As Sr. Manager - Fleet Maintenance, Tom manages the repair and maintenance of all US collection vehicles. He also analyzes the vehicle and equipment replacement schedule, maintains records per federal and state law, and oversees and retains our relationships with vendors for all equipment and services. Before joining the FCC team, Tom worked with Advanced Disposal Services, Waste Management, and Republic Services as a Fleet Manager. Tom Lanzon's resume has been provided at the end of this section.

### **Charles Merkley – Regional Director of Operations**

**E-mail:** [charles.merkley@fccenvironmental.com](mailto:charles.merkley@fccenvironmental.com)

**Phone:** 407-504-8505

Charles brings 42 years of experience to FCC. As Regional Director of Operations, Charles oversees all aspects of the Florida team to include HSE compliance and culture, analyzing routes, customer inquiries, equipment maintenance, and scheduling, contractual obligations, and the training and development of staff. Also, Charles manages DOT compliance, tailgate safety team meetings, risk assessment and management, and maintaining and building relationships with our clients.

Previous to FCC, Charles was with Advance Disposal Services as District Manager. He was directly responsible for operations for two large districts located in Jacksonville, St. Johns, and Clay counties of Florida. These operations included 100,000 residential units, 5,000 commercial, and 2,500 industrial accounts.

### **Michael Shannon – FL Area Operations Performance Manager**

**E-mail:** [michael.shannon@fccenvironmental.com](mailto:michael.shannon@fccenvironmental.com)

**Phone:** 386-337-1062

Michael has 10+ years of experience in waste and recycling collection operations. As the FL Area Operations Performance Manager, Michael ensures all locations are operating within FCC's collection guidelines. He works with operational staff on improving processes and helping drive efficiencies while increasing the level of service for all contracts. Michael Shannon's Resume has been included at the end of this section.

### **Joseph Sandora – General Manager**

**E-mail:** [joseph.sandora@fccenvironmental.com](mailto:joseph.sandora@fccenvironmental.com)

**Phone:** 561-888-3033

Joe will be the primary point of contact with the Village for all technical and administrative matters. This role will have the authority to make significant decisions concerning the daily operations in the Village of Wellington. He will have direct access to FCC's senior management for any issue beyond his authority. He will be directly responsible for the recruiting, training, safety, and compliance of all personnel servicing the Village of Wellington. He also manages directly labor costs, schedules, routes, and customer satisfaction.

Joe has been overseeing our operation in Palm Beach Florida with a combined industry experience of 36 years. Joe brings a wealth of knowledge for customer service and people management for contract execution. In addition to the Village of Wellington, Joe will continue to oversee FCC's existing Palm Beach Contract.

### **Rodney Belgrave – Operations Manager**

**E-mail:** [rodney.belgrave@fccenvironmental.com](mailto:rodney.belgrave@fccenvironmental.com)

**Phone:** 561-676-2225

Rodney will be responsible for the day-to-day operations of the staff that will be servicing the Village of Wellington. Rodney will ensure route completion, and that all employees work within "FCC's Collection Rules to Live By". In addition to the Village of Wellington, Rodney will continue to work and manage FCC's existing Palm Beach Contract.

### **Sham Maraj – Fleet Manager**

**E-mail:** [sham.maraj@fccenvironmental.com](mailto:sham.maraj@fccenvironmental.com)

**Phone:** 561-719-3526

Sham will be the primary point of contact with the Village on all issues regarding the fleet and its maintenance. This role will have the authority to make significant decisions concerning the fleet servicing the Village of Wellington. He will have direct access to FCC's senior management for any issue beyond his authority. In addition to the Village of Wellington, Sham will continue to oversee FCC's vehicles and maintenance in the Palm Beach Contract.

### **Raphick S. Royes - Route Manager**

**E-mail:** [raphick.royes@fccenvironmental.com](mailto:raphick.royes@fccenvironmental.com)

**Phone:** 561-676-6197

The Village will have direct access to Raphick (Sean) Royes who will be directly responsible for handling any issues regarding service provided in the Village of Wellington. In this role, Sean will be responsible for the service, safety, and production of all drivers on the assigned routes. He will ensure that all collection routes are properly completed. Sean will also manage driver compliance in all aspects of training, DOT drug and alcohol regulations, and physical requirements.

## **Leroy Brown - Route Manager**

**E-mail: [leroy.brown@fccenvironmental.com](mailto:leroy.brown@fccenvironmental.com)**

**Phone: 561-676-4314**

The Village will also have direct access to Leroy Brown who will be directly responsible for handling any issues regarding the commercial services provided in the Village of Wellington. In this role, Leroy will be responsible for the service, safety, and production of all drivers on the assigned routes. He will ensure that all collection routes are properly completed. Robert will also manage driver compliance in all aspects of training, DOT drug and alcohol regulations, and physical requirements. In addition to the Village of Wellington, Leroy will continue to oversee FCC's commercial routes in the Palm Beach Contract.

## INIGO SANZ

### SKILLS & ABILITIES

Highly motivated and experienced management professional skilled in orchestrating business strategy, operations and fiscal excellence for successful organizations in the waste management industry, with experience in Europe and the Americas. Offers a demonstrated record of results in multiple business environments. Excels in the leadership and implementation of business planning processes while developing strategies to meet future challenges; leads major projects focused on revenue growth and improved collaboration, as well as internal process improvement and efficiency.



### SELECTED CARRER ACHIEVEMENTS

- Launched the first integral industrial waste management facility in Latin America in 1996, participating in permitting, construction and start-up of a fully integrated facility in Santiago de Chile.
- Led the largest decontamination project in Europe, a \$210M project to remove chemical contamination from the Ebro River in Spain that threatened the drinking water supply for over 500,000 individuals.
- Secured an \$86M agreement for the largest decontamination project in Italy, focused on the collection, transportation, disposal and /or recovery/reuse of toxic sludge produced by the biological treatment of the POWT of Syracuse, Sicily.

### PROFESSIONAL EXPERIENCE

#### CHIEF EXECUTIVE OFFICER, FCC

2013 - Present

Promoted to create from scratch a new market in the United States, with authority over 800 employees, all US business operations and sales, and full P&L accountability. Exercises responsibility for financials, business development, production, human resources and administrative affairs. Has accomplished outstanding results, cementing the company as a key competitor in the United States and securing 19 large-value contracts over a four year period.

#### CHIEF OPERATIONS OFFICER – WASTE MANAGEMENT DIVISION, FCC, SPAIN

2002 – 2013

Led vision, strategy, and execution for all aspects of operations at the corporate headquarters in Spain, with 1,600 employees and \$400M in annual revenue. Maintained accountability for the financial performance and operations of 130 waste treatment facilities throughout Europe and the United States, as well as all recycling facilities in South Europe. Exercised the authority to negotiated the key terms and conditions of high level contracts, while administering multimillion dollar budgets with full P&L responsibility. Innovated groundbreaking strategic plans and ideas that served as the foundation for sustained growth.

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

### EDUCATION

INSTITUTO DE ECONOMIA APLICADA EN LA EMPRESA – MASTERS OF BUSINESS ADMINISTRATION  
UNIVERSIDAD DEL PAIS VASCO – M.S. CHEMICAL SCIENCE

UNIVERSIDAD POLITECNICA DE VALENCIA – MASTER'S IN ENVIRONMENTAL LAWS



Dan.Brazil@fccenvironmental.com

## DANIEL M. BRAZIL

### SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.



### PROFESSIONAL EXPERIENCE

#### VICE PRESIDENT OF COLLECTION OPERATIONS, FCC

Feb 2019 - Present

Overall responsibility of 7 hauling sites totaling over 300 collection routes, 7 direct reports and 450 indirect reports. Full P&L responsibility, and responsible to lead organic open market growth strategy for the US.

#### SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, MN

Feb 2017 – Feb 2019

Responsible for 2 hauling sites totaling 100 collection routes, 2 transfer stations, and 2 centralized container/compactor repair shops including 4 direct reports and 170 indirect reports. \$56MM annual P&L responsibility in a highly competitive market. Partnered with sales to ensure customers received service while driving organic growth. SDO and MSDO Certified with focus on Container Shop Optimization.

#### OPERATIONS IMPROVEMENT MANAGER – WASTE MANAGEMENT, MN

May 2013 – Feb 2017

Managed the efficiency, service and safety of 350 routes over 29 hauling sites and 4 states. Partnered with Corporate headquarters to implement and drive sustainable enhancements through technology offerings. Initiated and developed the routing and logistics team for WI/MN area focused on routing and optimization. SDO Master Certifier focused on change management and team engagement to drive continuous improvement through improved processes and mindset coaching.

#### BUSINESS MANAGER - UNITED PARCEL SERVICE, ND

May 2012 – May 2013

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

#### ON-ROAD SUPERVISOR - UNITED PARCEL SERVICE, ND

Nov 2010 – May 2012

Improved quality of service by reducing late air service by 15%. Reduced 10 operational hours per day through performance management and route optimization. Developed lead driver trainers to provide improved quality of training for new drivers.

#### DISPATCH SUPERVISOR - UNITED PARCEL SERVICE, ND

Mar 2008 – Nov 2010

Reduced operation mileage by 10% through route optimization. Improved customer response contact time to 1 hour by training local specialist with customer focused mindset.

### EDUCATION

NORTH DAKOTA STATE UNIVERSITY – FARGO, ND – MANAGEMENT INFORMATION SYSTEMS

## THOMAS H LANZON

### SKILLS & ABILITIES

Highly accomplished manager with a proven record of successfully implementing systems, policies, procedures and acquisitions. Capable of managing small or large fleets, facility and staff, with past experience of \$1 million dollar a month budgets and multiple locations. Experience in supporting sales, finance and operations in multiple contract implementations across the State of Florida.



### PROFESSIONAL EXPERIENCE

#### SR. MANAGER – FLEET MAINTANANCE, FCC

Sep 2015 - Present

Responsible for managing multiple staff and shops located throughout the entire company. Ensures that Fleet Managers properly managed and schedule staff, budgets and part inventories and PM's.

#### FLEET MANAGER – ADVANCED DISPOSAL, FL

Feb 2009 – May 2015

Responsible for managing and scheduling staff, budgeting, parts inventory, PM's and maintenance of vehicles at multiple locations.

#### SENIOR FLEET MANAGER – WASTE MANAGEMENT, FL

Jan 2004 – Jan 2009

Responsible for managing and scheduling staff of 40 employees, which included technicians and welders, 200+ vehicles and \$1 million dollar a month budge.

#### FLEET MANAGER – REPUBLIC WASTE, FL

Dec 1999 – Jan 2004

Managed and scheduled staff of 15 employees including technicians, welders, compactor repair shop, container delivery drivers. Fleet responsibilities included 105+ vehicles, monthly budge, and all landfill and transfer station equipment.

#### FLEET MANAGER – WASTE MANAGEMENT, FL

Jul 1997– Aug 1998

Managed and scheduled staff of 32 employees which included technicians, welders, compactor repair, and delivery drivers. Responsible for budget, part inventory and maintenance of 160+ vehicles.

#### MAINTENANCE SUPERVISOR – WASTE MANAGEMENT, FL

Feb 1996 – Jun 1997

Managed and scheduled staff of 20 mechanics and fleet of 112 vehicles. Responsible for monthly budgets, parts inventory and relationships with vendors, PM's and maintenance of all equipment.

#### FLEET MANAGER – ATLANTIC WASTE MANAGEMENT, FL

Jul 1993 – Feb 1996

Managed maintenance facilities at two separate locations which included 62 vehicles and staff of 13 mechanics. Responsible for monthly budgets, parts inventory, PM's and maintenance on all equipment.

#### FLEET MANAGER – WATE MANAGEMENT, FL

Apr 1988 – Jun 1993

Managed a staff of 6 mechanics and 60 residential vehicles. Responsible for parts inventory, relationships with vendors, monthly maintenance budget, scheduling PM's and repairs on vehicles. Also, heavily involved with operations on any start-ups, including Orange County recycling and setup up of a new MRF.

Jason.Harman@fccenvironmental.com

## JASON HARMAN

### SKILLS & ABILITIES

Highly accomplished sales leader with experience in training and implementing sales strategies, with proven success in implementing new produces, and onboarding programs.



### PROFESSIONAL EXPERIENCE

#### **DIRECTOR OF SALES, FCC**

Overall responsibility of managing all sales within the United States. Specializing in leading, supporting and training sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities and Commercial prospects. Collaborate with Operations team to ensure FCC customers are supplied with the necessary knowledge and equipment to run their business effectively as it relates to waste & recycling. Collaborating and implementing sustainability initiatives with Municipalities and Schools.

#### **MARKET SALES MANAGER - MISSISSIPPI AND ALABAMA**

Supervised activities of 17 Sales representatives. Ensured that team member meet or exceed sales call activity, sales pipeline growth, and new sales revenue. Effectively manage, maintain and sure the use of Waste Management Sales tools (i.e. Prospect Management, CRM-Salesforce.com, Proposal Program, Pricing Tools, etc.). Ensured Outside Sales Team was trained in the use of tools. Provided expert industry knowledge and interpretation for sales representatives and customers. Assisted in the communication and maintenance of the Market Area's pricing and service strategies. Interviewed and selected qualified candidates for open positions, and collaborated with Operations and National Account Teams.

#### **REGIONAL SALES TRAINER – ENTIRE GULF COAST**

Quarterbacked the design and implementation of the WM sales new hire onboarding program nationwide. Provided classroom training, certified in SFDC, negotiations, Virtual training, Challenger Sale & COMMIT to coaching. Participated in field rides, providing feedback to sales teams. Designed, implanted and oversaw the sales development solutions that supported the business strategy

#### **AREA MANAGER – INDIANA & MICHIGAN**

Lead a team of 19 sales professionals and drove profitable sales growth in the assigned territory. Recruited, coached, developed and trained new and existing Account Executives in a highly competitive contractual business. Managed a monthly P&L statement with the focus of increasing revenues and overall profits.

#### **REGIONAL SALES TRAINER – COVERED 9 STATES**

Responsible for 70 Sales Professional, 7 Sales Mangers, and 2 Directors in 3 regions. Designed and trained on Salesforce 1 app, Online Manuals to connect employees, customers to engage in business. Used technical data to empower Sales Professionals to offer insights to potential customers to gain business. On-Boarded all new sales positions in the region. Led classrooms for Aramark Sales University designed for mid to senior level managers/directors delivering sales development skills. Led the design, development, facilitation and implementation of sales programs, policies and strategies tailored to meet organizational development needs and goals.

#### **DISTRICT SALES MANAGER – MISSOURI, ILLINOIS & KENTUCKY**

Lead, coached, and developed sales staff of 24 persons in 8 locations across 3 states. Designed and implemented TotalControl software to empower customers to make dramatic improvements in how they bid a job and control their rental fleet. Successfully lead groups to obtain qualitative and quantitative goals while developing and executing sales strategies for geographic portfolios and accounts.

### EDUCATION

**SOUTHWEST MISSOURI STATE UNIVERSITY – SPRINGFIELD, MO – BUSINESS COMMUNICATIONS**

Charles.Merkley@fccenvironmental.com

## CHARLES MERKLEY

### SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, implementing systems and acquisitions. Results-oriented, with proven success in solid waste and recycling hauling facilities.



### PROFESSIONAL EXPERIENCE

#### **REGIONAL DIRECTOR OF OPERATIONS, FCC, FL**

Aug 2015 - Present

Responsible for all lines of business to include FCC's curbside residential waste, recyclables, commercial, front load, and roll-off collection contracts as well as open market work within Florida.

#### **DIRECTOR OF OPERATIONS FOR STARTUP HAULING AND RECYCLING – TRASH TAXI, AL**

Apr 2014 – Apr 2015

Directly responsible for financial, compliance and governmental relations for the new startups in Pelham AL.

#### **GENERAL/DISTRICT MANAGER – ADVANCED DISPOSAL SERVICES, FL & GA**

Feb 2008 – Feb 2014

Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Jacksonville, St. John's and Clay County FL; between three facilities they serviced over 100,000 residential units as well as 5,000 commercial and 2,500 industrial accounts.

#### **VICE PRESIDENT OF OPERATIONS – CHOICE ENVIRONMENTAL SERVICES, FL**

Mar 2007 – Feb 2008

Directly responsible for financial, compliance and governmental relations for South FL solid waste hauling and recycling facilities.

#### **NORTH FLORIDA MARKET AREA SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, FL**

Dec 1999 – Mar 2007

Directly responsible for financial, compliance and governmental relations for transfer stations and landfills in the North Florida Market.

#### **GENERAL MANAGER - EASTERN ENVIRONMENTAL SERVICES**

Nov 1996 – Dec 1999

#### **REGIONAL MANAGER – BROWNING FERRIS INDUSTRIES**

Dec 1994 – Oct 1996

#### **REGIONAL OPERATIONS MANAGER – ATTWOOD/IWS**

Oct 1983 – Dec 1994

#### **WELDER – SCA SERVICES**

Aug 1979 – Sep 1983

### EDUCATION

DAYTONA BEACH COMMUNITY COLLEGE – DAYTONA, FL – BUSINESS ADMINISTRATION



Michael.shannon@fccenvironmental.com

## MICHAEL A. SHANNON SR.

### SKILLS & ABILITIES

Self-motivated professional with excellent interpersonal, organizational and customer service skills who is highlight enthusiastic, deeply driven, and capable of handling work and personal tasks; especially competent in settings requiring strong customer service, communication skills, project coordination, strong comprehension skills and multitasking capabilities.



### PROFESSIONAL EXPERIENCE

#### FL AREA OPERATIONS PERFORMANCE MANAGER - FCC, FL

Dec 2020 - Present

Responsible for evaluating performance, implementing strategies, and analyzing results, in detail, of all Florida waste collection operations from start to finish.

- Develop all collections operational metrics that drive efficiency performance goals.
- Maintains all systems that the organization currently utilizes. Vets current systems for performance enhancements and new systems for potential upgrades.
- Cross functions between Safety, IT, Fleet, and HR to establish guidelines that lead to overall process improvements.

#### LEAD ROUTE MANAGER – FCC, FL

Apr 2020 – Dec 2020

Member of the Volusia County start up team. Assisted in hiring, and training of operational staff. Oversaw and lead route managers to effectively lead route drivers to exceed productivity goals and expectations on the routes. Created, modified and improved routes to maximize densities and improve efficiencies. Oversaw safety and accident prevention programs to ensure all reasonable actions were taken to prevent accidents and injuries.

#### OPERATION SUPERVISOR – REPUBLIC SERVICES, FL

Feb 2011 – Mar 2020

Responsible for achieving and communicating company's safety goals and objectives with operational staff, ensuring assigned staff actively participated to instill a culture of safety. Worked to remove unsafe conditions from the driver's routes, while leading the drivers to exceed productivity goals and expectations on the routes. Served as positive representative of the Company to drive customer satisfaction and loyalty to the Company.

#### MANAGEMENT TRAINEE – REPUBLIC SERVICES, FL

Feb 2009 – Jan 2011

A 2 year rotational management program designed to get individuals who are educated and highly motivated up to speed quickly in the industry. I spent time in Operations, Maintenance, Sales, Customer Service, and Accounting.

### EDUCATION

WEBBER INTERNATIONAL UNIVERSITY – BABSON PARK, FL - BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION – MINOR IN MARKETING

## JOSEPH SANDORA

### SKILLS & ABILITIES

A top-performing General Manager with extensive experience in team leadership, account management, and customer service. Highly skilled in overseeing daily operations, directing cross-functional teams to ensure adherence to overarching strategic and financial objectives, within a given timeline and budget. Proven ability in maintaining detailed communication with clients and executive teams to translate complex business requirements into actionable daily procedures. Recognized for effectively evaluating existing operations to identify inefficiencies and redundancies, innovating process improvements to drive continuous growth and development.



### PROFESSIONAL EXPERIENCE

#### **GENERAL MANAGER - FCC, WEST PALM BEACH, FL**

Aug 2019 - Present

Promoted to General Manager based on work performance and capabilities to continue guiding the company through the Palm Beach County Contract startup process. Tasked with overseeing the planning and implementation of all aspects of Contract startup including establishing a facility, routing, driver training, and vendor management. Communicated with HR, Safety, and Maintenance to ensure policy and procedures were being followed to company standards. Assisted in the management of cart and container deployment. Responsible for adherence to budget regarding startup costs and employee salaries. Maintain full P&L responsibility and provide commentary for monthly MOR's.

#### **OPERATIONS MANAGER – FCC, WEST PALM BEACH, FL**

May 2019 – Jul 2019

Assist Area Manager with startup of Palm Beach County Contract by meeting operational deadlines in order to retain Contracts and avoid Liquidated Damages. Applied my knowledge of area talent to hire a workforce consisting of 73 Drivers, 6 supervisors, 1 Maintenance Manager, 8 Mechanics, and 4 Customer Service Representatives within Contractual timelines set by the SWA. Involved in all aspects of Human Resources and Safety in order to move employees through hiring process including interviews, background investigations, DOT Physicals and Drug Screens. Worked with County staff throughout startup process including routing, cart delivery, and customer notification. Ensured supervisory team completed training on new routing.

#### **SITE MANAGER – WCA WASTE, GAINESVILLE, FL**

May 2016 – Sep 2017

Maintained a \$1.2M client account with the University of Florida, responding to all requests and inquiries pertaining to waste reduction, reuse, recycling, and composting procedures. Managed all operation of in-game day collection of MSW, Recycle, and Compost materials. Compile and present monthly activity and tonnage reports from various streams on campus and the Athletic Association, including game-day diversion of recycling and compost from MSW. Worked with IMG and UF Athletics to develop and implement marketing strategies to promote and increase recycling within the stadium during home games.

#### **ACCOUNT EXECUTIVE/SUSTAINABILITY COORDINATOR – WCA WASTE, GAINSEVILLE, FL**

May 2016 – Sep 2017

Maintained a \$1.2M client account with the University of Florida, responding to all requests and inquiries pertaining to waste reduction, reuse, recycling, and composting procedures. Managed all operation of in-game day collection of MSW, Recycle, and Compost materials. Compile and present monthly activity and tonnage reports from various streams on campus and the Athletic Association, including game-day



diversion of recycling and compost from MSW. Worked with IMG and UF Athletics to develop and implement marketing strategies to promote and increase recycling within the stadium during home games.

**SITE MANAGER – WCA WASTE, TAVARES, FL**

Sep 2015 – Apr 2016

Administered the Lake County Contract including Municipal Contracts with the City of Astatula, Mascotte, and Howey-in-the-Hills, comprised of approximately 25K residential units receiving weekly automated collection for MSW, Recycle, and Manual collection of Yard Waste. Oversaw hiring, training, and safety management of employees, communicating scheduling and changes as needed. Maintain P&L Responsibility and ensured continuous budgetary adherence.

**ROUTE AUDITOR – WCA WASTE, GAINESVILLE, FL**

Dec 2014 – Sep 2015

Evaluated operational needs for Orange County and Indian River County Contracts and spearheading bid preparation and contracting operations. Conducted an in-depth audit of Gainesville and Alachua County Commercial Routes to identify inefficiencies and redundancies, implementing process improvements and developing forecasts for profit margins.

**GENERAL MANAGER – VEOLIA ENVIRONMENTAL SERVICES, WEST PALM BEACH, FL**

2001 – 2013

**DRIVER / DISPATCHER / ROUTE MANAGER / ASSISTANT ES&H MANAGER – BFI & ALLIED WASTE, DELRAY BEACH, FL**

1990 - 2001

**EDUCATION**

**PALM BEACH ATLANTIC UNIVERSITY, WEST PALM BEACH, FL – BACHELOR OF SCIENCE ORGANIZATIONAL MANAGEMENT**

Rodney.Belgrave@fccenvironmental.com

## RODNEY BELGRAVE

### SKILLS & ABILITIES

Highly accomplished Operations manager with a proven record of successfully implementing startups, transitions, and managing collection operations. Capable of leading, coaching and mentoring staff to increase service, safety and productivity of assigned routes and personnel.



### PROFESSIONAL EXPERIENCE

#### **OPERATIONS MANAGER, FCC, FL**

Sep 2019 - Present

Responsible for managing FCC's collection operations in Palm County. Operations includes Commercial, and Residential Solid waste, Recycling and Yard Waste Services. Responsible for the service, safety and productivity of route managers, as well as ensuring operational staff is operating within "FCC's Collection Rules To Live By" guidelines. Assisted with the start-up of the only Contract Hauler awarded 2 zones, ensuring that the routes were balanced. Worked with Route Managers to divide the drivers into the correct teams, ensuring for an easier transition and the effective service of Zones 3 & 4 in Palm Beach County.

#### **OPERATIONS MANAGER – ADVANCED DISPOSAL, FL**

2006 – 2019

Responsible for Advanced Disposal's solid waste and recycling operations in Unincorporated Palm Beach County, the City of Green Acres and the Town of Palm Beach. Operations included Commercial and Residential Solid Waste, Recycling and Yard Waste Services. Managed over 90 employees operating out of Advanced Disposals West Palm Beach Office

#### **ROUTE MANAGER – VEOLIA ENVIRONMENTAL, FL**

2003 – 2006

Responsible for Residential & Commercial Services in Palm Beach County Areas 2, 8 & 9. Responsible for the onboarding and training of new drivers. Responsible for the service, safety & productivity of assigned routes and personnel.

#### **LEAD DRIVER – BFI WASTE SYSTEMS, FL**

2001 – 2003

Operated a residential recycling route in Palm Beach County. Promoted to Lead Driver, due to excellent service and success as a Job Trainer for new hires and transfer personnel.

Sham.Maraj@fccenvironmental.com

## SHAM MARAJ

### SKILLS & ABILITIES

Highly accomplished Fleet Manager with a proven record of successfully implementing startups, transitions, fleet maintenance and budget control. Superb leadership, coaching and mentoring skills. Capable of leading, coaching and mentoring staff to promote a safety first working environment.



### PROFESSIONAL EXPERIENCE

#### **FLEET MAINTENANCE MANAGER, FCC, FL**

Oct 2019 - Present

Responsible for managing a fleet of 89 trucks for the Palm Beach Contract. Managed maintenance schedules and budgets, will managing maintenance team to achieve a high-performance output. Help implement a preventative maintenance program to minimize service repairs and downtime, while holding vendors and manufacturers accountable for Fleet Warranties and repairs.

#### **FLEET MAINTENANCE MANAGER – ADVANCED DISPOSAL, FL**

Feb 2003 – July 2019

Assisted in the management of 2 acquisitions. Managed the West Palm Beach and Islamorada locations. Managed maintenance schedules and budgets, successfully created a daily maintenance log that was implemented companywide for Advanced Disposal. Directed and trained workers to improve work performance and acquaint the team with company policies and procedures. Helped drive safety by active participation in the Work Safety Program so that it became a culture to ensure work was executed safely, efficiently, and effectively.

#### **FLEET MAINTENANCE MANAGER – ALLIED WASTE, FL**

Feb 2003 – July 2003

Responsible for the transition of the new contract that would begin on October 1, 2003. Responsibilities included procuring new equipment, and preparing older fleet as well as the staff mechanics for the new contract.

#### **SHIFT SUPERVISOR OF FLEET – WASTE MANAGEMENT, FL**

Jan 2002 – Jan 2003

Established and maintained cooperative working relationships with operations, staff and multiple vendors. Responsible for the asset management of fleet services. Increased productivity by downsizing 17 technicians to 10 technicians.

#### **FLEET MAINTENANCE MANAGER – COUNTY SANITATION, FL**

Oct 1990– Dec 2001

Assisted in the successful management of 2 acquisitions. Complied with company's Mission to Zero Standards and Safety regulations to encourage safe and efficient operations. Hired, trained, motivated, and evaluated the performance of staff, while providing ongoing feedback regarding their performance and expectations. Managed the daily work and safety of associates engaged in fleet maintenance and repair.

Raphick.Royes@fccenvironmental.com

## RAPHICK S. ROYES

### SKILLS & ABILITIES

Highly accomplished Route Manager with a proven record of successfully managing driver laborer performance, and managing collection routes to enhance profitability. A strong leader and team player, adept at supporting team members to achieve personal and professional goals.



### PROFESSIONAL EXPERIENCE

#### **ROUTE MANAGER, FCC, FL**

Sep 2019 - Present

Responsible for managing route drivers assigned, ensuring proper collection of routes, while increasing profitability. Assist in troubleshooting operational problems, while focusing on safety. Assisted during the startup of FCC in Palm Beach County, ensuring drivers and staff were properly trained in "FCC's Collection Rules To Live By", ensuring all drivers could safely perform their responsibilities.

#### **ROUTE MANAGER – ADVANCED DISPOSAL, FL**

Mar 2014 – Sep 2019

Responsible for managing route drivers assigned, ensuring proper collection of routes, while increasing profitability. Responsibilities included collaborating with sales, service and maintenance to improve operational effectiveness. Recruited, select, hire and ensure training of drivers and helpers, providing feedback and progress reports ensuring goals were met.

#### **ROUTE MANAGER –WASTE SERVICES, FL**

Mar 2008 –Oct 2013

Coached, counseled, motivated, and developed operational staff to improve driver retention. Managed route drivers assigned, to ensure proper collection of routes, while increasing profitability. Raised standards through customer service, operations and team building training.

#### **ROUTE MANAGER – WASTE MANAGEMENT, FL**

Jan 1999 – Oct 2007

Managed driver laborer performance, while troubleshooting operational problems safely. Managed collection routes to enhance profitability, and facilitated communication and cooperation among drivers, resulting in increased productivity and reduced overhead. Conducted performance reviews, driver ride-along, and set driver benchmarks and forecasting of the projects routes assigned to drivers.

Leroy.Brown@fccenvironmental.com

## LEROY BROWN

### SKILLS & ABILITIES

Highly accomplished Route Manager with a proven record of successfully managing driver laborer performance, problem solving, and analytical decision making skills. Leroy possesses comprehensive knowledge of applicable environmental laws and regulations in waste clean-up transportation, remediation and disposal.



### PROFESSIONAL EXPERIENCE

#### ROUTE MANAGER, FCC, FL

Sep 2019 - Present

Responsible for developing and monitoring comprehensive waste profiles with disposal treatment facilities. Managed route drivers assigned, ensuring proper collection of routes, while increasing profitability. Assist in troubleshooting operational problems, while focusing on safety. Assisted during the startup of FCC in Palm Beach County, ensuring drivers and staff were properly trained ensuring all drivers could safely perform their responsibilities.

#### ROUTE MANAGER-ADVANCED DISPOSAL, FL

2012 - 2019

Responsible for daily managing of residential routes. Conducted Employee Safety Meetings. Managed residential complaints and concerns ensuring they were resolved properly. Assisting in recruiting, hiring and ensuring training of drivers and helpers, providing feedback and progress reports ensuring goals were met.

#### ROUTE SUPERVISOR -REPUBLIC SERVICES, FL

2003 -2012

Scheduled collection routes for drivers, and assisted in resolving customer issues. Investigated accidents, and property damage claims. Managed routes to ensure proper residential recycling routes, and audited routes and collection teams to ensure that efficiencies were met.

#### COMMERCIAL DRIVER- HARRIS SANITATION, FL

1998-2003

Delivered commercial containers to customers, ensured collections occurred on the designated routes, and regularly inspected collection equipment to document needed repairs and replacements.

### FORM 3 SUBCONTRACTORS

If the Proposer will use any subcontractors to perform the work under the Village's Agreement, the Proposer shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) a description of the work that will be performed by each subcontractor; and (d) a summary of the subcontractor's qualifications.

(a) Jet Hauling Inc - 3140 Fairlane Farms Rd, Wellington, FL 33414

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(b) EJ Rodriguez - (561)414-9500 ej@jethauling.com

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(c) Jet Hauling is the contractor that has been selected by FCC to provide yard waste & bulk collection pickups via grapple trucks.

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(d) Jet Hauling has been providing yard waste collection services in Wellington, Palm Beach County, Broward, and Miami Dade County since 2000. Fully equipped with over 40 grapple trucks.

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**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
*Serving Palm Beach County*  
**Serving you.**

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**"LOCATED AT"**

3700 B RD  
 LOXAHATCHEE GROVES, FL  
 33470

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
50-0034 HAULING SERVICE	JET HAULING INC		B20.531400 - 07/14/20	\$00.00	B40140000

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201358251**  
**EXPIRES: SEPTEMBER 30, 2021**

JET HAULING INC  
 JET HAULING INC  
 3700 B RD  
 LOXAHATCHEE, FL 33470

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

## CHAPTER 4. EXPERIENCE

### REVISED FORM 4 EXPERIENCE

The Proposer shall use this form to identify each Qualifying Residential Contract and Comparable project. A separate copy of this form should be completed and submitted for each qualifying contract and Comparable project. The Proposer is encouraged to identify other Comparable projects, but the Proposer shall not provide more than five (5) Comparable projects using this form. The qualifying contracts must address and satisfy the requirements in Section 2.2 ("Experience") and Section 3.4 (see Chapter 4) of this RFP.

Name of Proposer: FCC Environmental Services Florida, LLC

Name of Reference (i.e., City, County, or Governmental Entity): Palm Beach County Solid Waste Authority (SWA)

Reference's Address: 5920 N Jog Rd  
West Palm Beach Florida 33412 City  
State Zip Code

Reference's Employee that is responsible for Contract Compliance: John Archambo

Employee's Phone Number : ( 561 ) 315 - 2010

Employee's Email Address: jarchambo@swa.org

Year that the Contract started with the Reference: 2019

Year that the Contract ended with the Reference: Active - Contract ends 9/30/2026

#### LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Within Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	110,088		X	
<input checked="" type="checkbox"/>	Curbside Recyclables	110,088	X		
<input checked="" type="checkbox"/>	Curbside Bulky Waste	110,008	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	110,088	X		
<input checked="" type="checkbox"/>	Containerized Garbage	46,385			Varies
<input checked="" type="checkbox"/>	Containerized Recyclables	46,385			Varies

**LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED (a)**

Number of Commercial Customers for Garbage Collection 1,646 customers

Estimate the total volume (cubic yards) of the Commercial Waste that the Proposer collected from Commercial Customers each year in the city, county or other governmental entity that is listed in this form as a reference:      3,626,364      cubic yards per year.

Identify and describe each instance where liquidated damages or other performance-related fines, penalties, or costs were assessed against the Proposer on or after January 1, 2015 in an amount greater than \$10,000:

FCC has not been assessed any liquidated damages, performance related fines, penalties or other costs since the start of this contract on October 2019.

Additional Comments: FCC was the only hauler in the County that was awarded two collection zones, and the only hauler that has not received any liquidated damages since the start of the contract.

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# **REVISED FORM 4 (b)**

## **EXPERIENCE**

The Proposer shall use this form to identify each Qualifying Residential Contract and Comparable project. A separate copy of this form should be completed and submitted for each qualifying contract and Comparable project. The Proposer is encouraged to identify other Comparable projects, but the Proposer shall not provide more than five (5) Comparable projects using this form. The qualifying contracts must address and satisfy the requirements in Section 2.2 ("Experience") and Section 3.4 (see Chapter 4) of this RFP.

Name of Proposer: FCC Environmental Services Florida, LLC

Name of Reference (i.e., City, County, or Governmental Entity): Volusia County Solid

Waste Division

Reference's Address: 1990 Tomoka Farms Rd

Port Orange Florida 32128 City  
State Zip Code

Reference's Employee that is responsible for Contract Compliance: Regina Montgomery

Employee's Phone Number : ( 386 ) 943-7889

Employee's Email Address: rmontgomery@volusia.org

Year that the Contract started with the Reference: 2020

Year that the Contract ended with the Reference: Active - Contract ends 9/30/2027

## **LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED**

Services Provided Within Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Curbside Garbage with Cans	45,173	X		
<input type="checkbox"/>	Curbside Garbage with Carts				
<input checked="" type="checkbox"/>	Curbside Recyclables	45,173	X		
<input checked="" type="checkbox"/>	Curbside Bulky Waste	45,173	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	45,173	X		
<input type="checkbox"/>	Containerized Garbage				
<input type="checkbox"/>	Containerized Recyclables				

## LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED (b)

Number of Commercial Customers for Garbage Collection N/A

Estimate the total volume (cubic yards) of the Commercial Waste that the Proposer collected from Commercial Customers each year in the city, county or other governmental entity that is listed in this form as a reference: N/A cubic yards per year.

Identify and describe each instance where liquidated damages or other performance-related fines, penalties, or costs were assessed against the Proposer on or after January 1, 2015 in an amount greater than \$10,000:

FCC has not been assessed any liquidated damages, performance related fines, penalties or other costs since the start of this contract on April 2019.

Additional Comments: In additional to the residential contract, FCC was recently awarded another contract

and has begun providing collection services to the Volusia County Facilities through front load mechanical and roll off containers. The yearly cubic yards is approximately 46,124 cy.





### LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED (c)

Number of Commercial Customers for Garbage Collection N/A

Estimate the total volume (cubic yards) of the Commercial Waste that the Proposer collected from Commercial Customers each year in the city, county or other governmental entity that is listed in this form as a reference: N/A cubic yards per year.

Identify and describe each instance where liquidated damages or other performance-related fines, penalties, or costs were assessed against the Proposer on or after January 1, 2015 in an amount greater than \$10,000:

On February 2016 FCC was fined \$15,100 and \$13,200 on March 2016. This occurred during the conversion of personal containers to carts, and a switch from twice a week service to once week service, with drivers learning routes and becoming more acclimated with Automated equipment.

Additional Comments: \_\_\_\_\_

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**REVISED FORM 4 (d)**  
**EXPERIENCE**

The Proposer shall use this form to identify each Qualifying Residential Contract and Comparable project. A separate copy of this form should be completed and submitted for each qualifying contract and Comparable project. The Proposer is encouraged to identify other Comparable projects, but the Proposer shall not provide more than five (5) Comparable projects using this form. The qualifying contracts must address and satisfy the requirements in Section 2.2 ("Experience") and Section 3.4 (see Chapter 4) of this RFP.

Name of Proposer: FCC Environmental Services Florida, LLC

Name of Reference (i.e., City, County, or Governmental Entity): City of Edgewood

Reference's Address: 405 Bagshaw Way  
Street  
Edgewood Florida 32809 City  
State Zip Code

Reference's Employee that is responsible for Contract Compliance: Bea Meeks

Employee's Phone Number : ( 407 ) 851 - 2920

Employee's Email Address: bmeeks@edgewood-fl.gov

Year that the Contract started with the Reference: 2021

Year that the Contract ended with the Reference: Active - Contract ends 12/31/2021

**LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED**

Services Provided Within Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Curbside Garbage with Cans	868		X	
<input type="checkbox"/>	Curbside Garbage with Carts				
<input checked="" type="checkbox"/>	Curbside Recyclables	868	X		
<input checked="" type="checkbox"/>	Curbside Bulky Waste	868	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	868	X		
<input type="checkbox"/>	Containerized Garbage				
<input type="checkbox"/>	Containerized Recyclables				

**LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED (d)**

Number of Commercial Customers for Garbage Collection 106 Commercial Customers

Estimate the total volume (cubic yards) of the Commercial Waste that the Proposer collected from Commercial Customers each year in the city, county or other governmental entity that is listed in this form as a reference:                      39,112                      cubic yards per year.

Identify and describe each instance where liquidated damages or other performance-related fines, penalties, or costs were assessed against the Proposer on or after January 1, 2015 in an amount greater than \$10,000:

FCC has not been assessed any liquidated damages or other performance related fines, penalties or costs in an amount greater than \$10,000.

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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## REVISED FORM 4 (e) EXPERIENCE

The Proposer shall use this form to identify each Qualifying Residential Contract and Comparable project. A separate copy of this form should be completed and submitted for each qualifying contract and Comparable project. The Proposer is encouraged to identify other Comparable projects, but the Proposer shall not provide more than five (5) Comparable projects using this form. The qualifying contracts must address and satisfy the requirements in Section 2.2 ("Experience") and Section 3.4 (see Chapter 4) of this RFP.

Name of Proposer: FCC Environmental Services Florida, LLC

Name of Reference (i.e., City, County, or Governmental Entity): Polk County Waste & Recycling Division

Reference's Address: 10 Environmental Loop  
Street  
Winter Haven Florida 33880 City  
State Zip Code

Reference's Employee that is responsible for Contract Compliance: Ana Wood

Employee's Phone Number : ( 863 ) 284 - 4319

Employee's Email Address: anawood@polk-county.net

Year that the Contract started with the Reference: 2017

Year that the Contract ended with the Reference: Active - Contract ends 9/30/2024

### LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Within Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	77,585	X		
<input checked="" type="checkbox"/>	Curbside Recyclables	77,585	X		
<input checked="" type="checkbox"/>	Curbside Bulky Waste	77,585	X		
<input checked="" type="checkbox"/>	Curbside Yard Waste	77,585	X		
<input type="checkbox"/>	Containerized Garbage				
<input type="checkbox"/>	Containerized Recyclables				

### LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED (e)

Number of Commercial Customers for Garbage Collection N/A

Estimate the total volume (cubic yards) of the Commercial Waste that the Proposer collected from Commercial Customers each year in the city, county or other governmental entity that is listed in this form as a reference: N/A cubic yards per year.

Identify and describe each instance where liquidated damages or other performance-related fines, penalties, or costs were assessed against the Proposer on or after January 1, 2015 in an amount greater than \$10,000:

FCC has not been assessed any liquidated damages or other performance related fines, penalties or costs in an amount greater than \$10,000.

Additional Comments: In addition to the residential collection, FCC was awarded another contract where it provides collection services to the Polk County Facilities through front load mechanical and roll-off containers. The yearly cubic yards is approximately 46,700 cy.

### Orange County FL - MSW

Since January 2016, FCC has the provided collection of solid waste and recyclables on a 10-year contract for Orange County, FL. Collection services provided to 87,649 residential households include solid waste, recycling, yard waste, and bulky waste. We operate 31 automated side loaders, 15 rear loaders, and 2 clamshells, all running on CNG fuel.

For this contract, Orange County transitioned from twice per week Solid Waste, rear-load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service.



To help communicate the service changes to all residents, FCC distributed door hangers twice before the start of the contract. FCC's Regional Director of Operations (Charles Merkley) and General Manager (Gene Carroll) were directly involved with the start-up process and continue to directly manage the services provided to the residents of Orange County. This contract is ongoing and expected to be completed in 2025.

**FCC is the largest service provider and the one with the lowest number of complaints.**

### Polk County FL - MSW

Since October of 2017, FCC began providing Refuse, Recycling, Yard, and Bulk waste services to 77,585 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty-five CY rear-loaders, 2 eight CY rear-loaders, and 2 clamshells trucks. For this contract, Polk County transitioned from recycling in 18G bins, to 65G carts serviced with automated trucks. In addition to the residential contract, in September of 2019 FCC started servicing 105 commercial dumpsters, plus open top roll-offs and compactors for the county.

FCC's Regional Director of Operations (Charles Merkley) was directly involved with the start-up process and continues to be directly involved in the services provided to the residents of Polk County with the General Manager (Terry Schweitzer). This contract is ongoing and expected to be completed in 2024.





### Volusia County FL - MSW

Since April 2020 FCC has provided the collection of solid waste, dual-stream recyclable materials, and yard waste for over 45,173 single-family homes in Volusia County FL. All our trucks (20 double axle REL, 6 single axle REL, 8 split body ASL, and 2 clamshells) all running on CNG fuel. In conjunction with the residential curbside collections, FCC provides source-separated recyclables for Volusia County facilities utilizing either 96 gal carts, mechanical front load dumpster, and enclosed roll-off containers. FCC's Vice President of Collection Operations and Regional Director of Operations were directly involved with the start-up process and continue to be directly involved in the services provided to the residents of Volusia County.



Services began April 1st of last year during the COVID-19 pandemic and due to proactive company policies and safety procedures, we successfully started this contract on time with all equipment received and full staffing contributing to a seamless service transition. This contract is ongoing and expected to be completed in 2027. FCC has never received liquidated damages.

In December 2020, FCC was also awarded an additional contract to service over 95 front-load mechanical collection & roll-off containers at Volusia County Facilities. This contract began on March 1, 2021.

### Palm Beach County FL - MSW

Starting in October 2019, the Solid Waste Authority of Palm Beach County (SWA) selected FCC as one of its vendors to provide collection services. FCC is the largest provider, servicing 110,088 single-family homes, as well as over 1,646 local commercial customers consisting of frontload and roll-off collections. The Palm Beach project has been managed by the Vice President of Collection Operations (Dan Brazil), the Regional Director of Operations (Charles Merkley), and the General Manager (Joe Sandora). This contract is ongoing and expected to be completed in 2026.



FCC is the largest hauler providing service in the County and the only one (out of 4) that has not received any liquidated damages since the start of the contract.

### Edgewood FL – MSW

FCC began providing services on January 1, 2021, to the City of Edgewood, FL for the collection of solid waste, recycling material, and yard waste. Under this contract, FCC is servicing more than 868 residential homes as well as over 100 local commercial customers.

### Omaha NE - MSW

On November 30, 2020, FCC started a 10-year contract for the collection of solid waste, recycling material, and yard waste for the City of Omaha. Under this contract, FCC is servicing more than 150,000 residential homes. Additionally, FCC is operating several drop-off sites within the City.



### Rowlett TX - MSW

For the City of Rowlett, TX FCC provides collection services for over 19,000 homes as well as over 500 local commercial customers consisting of frontload and roll-off collection. We began this contract in October of 2017 and since then we have provided superior service and have become involved in the community by participating in all locally sponsored cleanup events as well as members of the local Chamber of Commerce. Since the beginning of the contract, FCC has never received liquidated damages. The General Manager (Jeff Morley) was directly involved with the start-up process and continues to manage the services provided to the residents of the City of Rowlett. This contract is ongoing and expected to be completed in 2024.



### Houston TX –Biosolids

FCC has many contracts in the US, one of which is a 5-year contract with the City of Houston, TX for Municipal Waste. This contract has been renewed with a value of \$35.7 M, including 13 trucks, 40 end dump trailers, 4 vacuum tanker trailers, and roll-off boxes. FCC provides transportation and disposal of the waste generated in the water treatment plants.



## Dallas TX - MRF

FCC is currently providing service for the City of Dallas, TX for a 15 year, plus 10-year extension, contract for the design, build, and operation of a Single Stream Recycling facility. The design and build portions of the service were completed in November of 2016 and processing began on January 2nd, 2017. FCC operates the facility and processes all single-stream recyclable material from the City of Dallas and surrounding areas over the next 25 years.



**FCC's Dallas MRF was recognized as the most advanced and modern Materials Recycling Facility in the United States for 2017** by recycling experts and by the City of Dallas' audit team. In addition to processing the recyclable materials for the City of Dallas, we provide services for the City of University Park TX, the City of Garland TX, Garland ISD TX, City of Mesquite TX, and the City of Rowlett TX, where we process all of their single-stream recyclable materials. We look to add many additional customers, both municipal and commercial, in the Dallas Metroplex area in the coming years.

## Houston TX - MRF

FCC also has designed, built, and currently operates its second MRF in the US in the City of Houston, TX. Out of this MRF, we provide recycling services for more than 390,000 homes subscribed to the curbside collection by the City of Houston, TX. It was built in a 120,000 sq. ft. building and has been designed to process 145,000 tons of recyclables a year. With the latest technology in the industry, we can recover the small boxes of cardboard coming from the "Amazon Effect" and can automatically sort the plastic backs out of the flow stream. We currently provide services to the City of Houston TX, the City of La Porte TX, the City of Huntsville TX, and some other local waste collection companies. **FCC's Houston MRF was recently recognized as the most advanced and modern Materials Recycling Facility in the United States for 2020** by recycling experts of the National Waste and Recycling Association.



In both of our MRFs, we do accept glass as part of the Material Recycling Program. Our material is sold locally in the U.S. and we are proud to say that some of our material final product has been recognized to be one of the best in the State of Texas.

## CHAPTER 5. IMPLEMENTATION PLAN

FCC prides itself on the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines before the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all of the customers and residents that FCC services. FCC has created an Implementation Plan to properly service the residents and commercial customers in the Village of Wellington. The sections below narrate the services, equipment, personnel, and transition plan for the Village of Wellington.

### 5.1 Service Summary

Analyzing the current level of service is vital to identify existing service deficiencies to address these issues and ensure the Village residents receive the best service possible. To propose the correct level of service, FCC staff performed multiple site visits analyzing existing routes and services that were provided by the incumbent.

The purpose of this section is to highlight the factors that went into FCC's proposed operational plan for the Village of Wellington and to provide a summary of the proposed collection plan. A detailed description of the service and available resources is developed in Chapter 6.

Upon reviewing the current level of service, FCC determined that additional resources are required to collect the yard waste in the Village of Wellington. Depending on the level of service that the Village decides on (either unlimited yard waste collection, or yard waste collection with a 6 CY limit), FCC is proposing to increase the number of Grapple trucks operating on a day-to-day basis. Included below are documented areas with large vegetation piles that have been left out for weeks, justifying FCC's plan to increase the yard waste services.



130<sup>th</sup> Avenue South



Rambling Dr

E





Horseshoe Trace



Rambling Drive Cir



Rambling Drive Cir



Rambling Drive Cir

**Included below is the summary table assuming unlimited yard waste collection.**

VILLAGE OF WELLINGTON (FL) SERVICES - UNLIMITED YARD WASTE													
		Working days						Frequency of collection (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE	X	X	X	X	X	X	Twice a Week	313	6	1		Sideloader Truck
		X	X	X	X	X	X	Twice a Week	313	1	1	1	Rearloader Truck
	RECYCLING	X	X	X	X	X	X	Once a Week	313	3	1	1	Rearloader Truck Split Body
	YARD WASTE	X	X	X	X	X	X	Once a Week	313	2	1	1	Rearloader Truck
	YARD WASTE & BULK WASTE	X	X	X	X	X	X	Once a Week	313	7	1		Grapple Truck
COMMERCIAL & MULTIFAMILY	DUMPSTERS GARBAGE	X	X	X	X	X		Varies	261	2	1		Frontloader Truck
							X	Varies	52	1	1		Frontloader Truck
ROLL-OFF		X	X	X	X	X	X	Varies	313	1	1		Roll-Off Truck



If the Village decides to limit the allowable set out to 6 cubic yards, based on the historic tonnage FCC anticipates that the number of grapple trucks will be less. Included below is the summary table assuming a 6cy limit to yard waste.

VILLAGE OF WELLINGTON (FL) SERVICES - 6CY LIMIT YARD WASTE													
		Working days						Frequency of collection (times per week)	Annual Working Days	Routes	Collection Team Composition		
		Mo	Tu	We	Th	Fr	Sa				Driver	Helper	Truck equipment
RESIDENTIAL COLLECTION	GARBAGE	X	X	X	X	X	X	Twice a Week	313	6	1		Sideloader Truck
		X	X	X	X	X	X	Twice a Week	313	1	1	1	Rearloader Truck
	RECYCLING	X	X	X	X	X	X	Once a Week	313	3	1	1	Rearloader Truck Split Body
	YARD WASTE	X	X	X	X	X	X	Once a Week	313	2	1	1	Rearloader Truck
	YARD WASTE & BULK WASTE	X	X	X	X	X	X	Once a Week	313	5	1		Grapple Truck
COMMERCIAL & MULTIFAMILY	DUMPSTERS GARBAGE	X	X	X	X	X		Varies	261	2	1		Frontloader Truck
							X	Varies	52	1	1		Frontloader Truck
ROLL-OFF		X	X	X	X	X	X	Varies	313	1	1		Roll-Off Truck

As requested in the RFP, route schedules will be completed within the permitted allowed collection hours (7:00 AM – 6:30 PM). However, FCC has designed its routes to work no more than 10 hours per day, allowing for extra time for any unforeseen events during the collection day. The routes have been designed so the vast majority of drivers work on a 6-day schedule.

As highlighted in Addendum 1, “The Contractor’s final route maps may be submitted after the Village awards its work to the Contractor. Each Proposer should provide the information required in Section 3.4 (Chapter 6) of the RFP, but the actual route-map does not need to be submitted with the proposal.” Given that FCC intends to balance and re-optimize the collection routes once the number of residential curbside customers is clarified by the Village, FCC will submit its optimized route maps for the Village to review after the award of the contract. As is mentioned in Chapter 6, this re-optimization will only affect approximately 5% of the Village residents.

## 5.2 Equipment Summary

As mentioned above, analyzing the level of service is vital to ensure the residents and Village receive the proposer service. In addition to the level of service, selecting the correct equipment to service the Village is necessary to ensure there are no operational problems in providing services.

During its site visits, FCC determined that rear-load collection trucks would be required to maneuver difficult areas such as dead ends and cul-de-sacs, as well as multi-family units receiving cart service. Rear-load collection trucks are shorter and have a better turning radius than Automated-load trucks. Included below are examples of areas where a rear-load collection truck will be beneficial to safely and properly service the residents.



130<sup>th</sup> Avenue South



Tree Tops



Wellington Lakes



Polo Club Trash Room



Polo Club Trash Room



Polo Club Trash Room

Depending on the level of service selected by the Village for the yard waste collection, either 5 or 7 grapple trucks would be required to provide this service. Included below is the equipment summary highlighting the necessary trucks required to provide service. Additional details on the fleet are provided in Chapter 6.

EQUIPMENT SUMMARY - UNLIMITED YW												
EQUIPMENT TYPE	FRONTLINE EQUIPMENT	TOTAL EQUIPMENT			SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE	CHASSIS MODEL	BODY MAKE	BODY MODEL
		NEW	LIKE NEW	SUB-CONTRACTED								
Sideloader Truck	6	7			1	DIESEL	2021	28 YD	MACK	LR64R	MCNEILUS	ZR
Rearloader Truck	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2516 3.5HD
Rearloader Truck Split Body	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2566 SPLIT 4060
Grapple Truck	7			8	1	DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2018	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
Frontloader Truck	2	2			1	DIESEL	2021	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
			1			DIESEL	2019	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
Roll-Off Truck	1	1			1	DIESEL	2021		MACK	GRANITE64B	GALBREATH	U5-10-174 60K
			1			DIESEL	2019		MACK	GRANITE64B	GALFAB	60K
Pick up for Route Manager	2	1	1			GASOLINE	2021	N/A	FORD	F150	FORD	F150
<b>TOTAL TRUCKS</b>	<b>22</b>	<b>18</b>	<b>2</b>	<b>8</b>	<b>6</b>							
<b>TOTAL PICK-UPS</b>	<b>2</b>	<b>1</b>	<b>1</b>									
<b>TRUCK SPARE RATIO</b>	<b>27.27%</b>											

EQUIPMENT SUMMARY - MAX 6 CY OF YW												
EQUIPMENT TYPE	FRONTLINE EQUIPMENT	TOTAL EQUIPMENT			SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE	CHASSIS MODEL	BODY MAKE	BODY MODEL
		NEW	LIKE NEW	SUB-CONTRACTED								
Sideloader Truck	6	7			1	DIESEL	2021	28 YD	MACK	LR64R	MCNEILUS	ZR
Rearloader Truck	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2516 3.5HD
Rearloader Truck Split Body	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2566 SPLIT 4060
Grapple Truck	5			6	1	DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
						DIESEL	2018	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
						DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
Frontloader Truck	2	2			1	DIESEL	2021	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
			1			DIESEL	2019	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
Roll-Off Truck	1	1			1	DIESEL	2021		MACK	GRANITE64B	GALBREATH	U5-10-174 60K
			1			DIESEL	2019		MACK	GRANITE64B	GALFAB	60K
Pick up for Route Manager	2	1	1			GASOLINE	2021	N/A	FORD	F150	FORD	F150
<b>TOTAL TRUCKS</b>	<b>20</b>	<b>18</b>	<b>2</b>	<b>6</b>	<b>6</b>							
<b>TOTAL PICK-UPS</b>	<b>2</b>	<b>1</b>	<b>1</b>									
<b>TRUCK SPARE RATIO</b>	<b>30.00%</b>											

## 5.3 Personnel Summary

FCC is aware that in addition to hiring, training, and providing employees with the necessary tools, the correct number of employees must be hired to properly service the Village of Wellington. That is why FCC is proposing the right amount of personnel needed to ensure that the Village can receive the best level of service. Additionally, to the greatest extent, **FCC will hire permanent helpers to minimize and, if possible, eliminate the use of a 3rd party staffing agency for temporary helpers.**

Hiring FCC helpers instead of temps not only improves the staffing stability in the operation of the contract while increasing the safety performance. Additionally, FCC helpers will receive benefits along with a higher salary, which would not be available through a staffing agency. Finally, all FCC employees will be provided with a uniform improving the image of the service that the Village will receive.

Included below are the personnel levels based on service options as identified in the RFP. Additional details on the personnel are provided in Chapter 6.

PERSONNEL SUMMARY		
CATEGORY	2-1-1 UNLIMITED YARD WASTE	2-1-1 6 CY YARD WASTE
General Manager	1	1
Operations Manager	1	1
Fleet Maintenance Manager	1	1
Route Manager	3 (*)	3 (*)
Mechanics	7	7
Drivers	23	21
Helpers	6	6
Administrative Assistants	5	5
Customer Service Representatives	2	2
<b>TOTAL</b>	<b>49</b>	<b>47</b>

\* The third Route Manager will be provided by Jet Hauling and will manage all of the grapple routes.

## 5.4 Transition Plan

Our company takes immense pride in transitions as it directly impacts the residents of the service. Through our 110 years of experience collecting municipal contracts, we have executed thousands of these successfully.

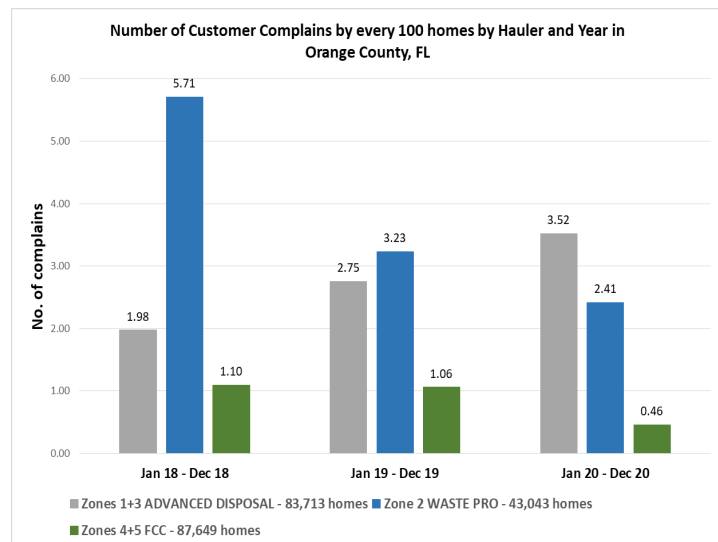
FCC's transition team is made up of the Vice President of Collection Operations (Dan Brazil), the Regional Director of Operations (Charles Merkley), the FL Area Operations Performance Manager (Michael Shannon), the Senior Manager – Fleet Maintenance (Thomas Lanzon), and General Manager (Joseph Sandora) who will be overseeing the contract along with the local Operations, Route and Fleet Managers, guaranteeing the highest standards during transitioning this contract. Included below are some of the highly successful transitions carried out in the United States.

### Orange County FL

As was highlighted in FCC's Experience in chapter 4, FCC transitioned Orange County from twice per week Solid Waste, rear-load, manual (personal cans) curbside collection service, and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service. The transition of this project included multiple challenges, from changes in how the waste was collected to the overall size of the project as FCC was awarded two zones within Orange County, making it the largest hauler contracted.

Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County.

FCC has continually been the best with the lowest number of service complaints. This cannot be achieved without an excellent team and a great partnership with our customers. The table below shows the number of complaints by every 100 homes received during the last 3 years in Orange County, FL as provided by the Orange County Solid Waste Department. FCC currently provides collection services to zone 4 and 5, Advanced Disposal to Zone 1 and 3, and Waste Pro to zone 2. As you can see, FCC has the highest level of customer satisfaction according to OCSW department data.



Below is a survey that was filled out by Orange County staff during a reference check for another contract highlighting their satisfaction level with FCC.

#### REFERENCE RESPONSES

Proposer Name: **FCC Environmental Services**

Name of Reference Entity	Orange County Solid Waste Division
Name & Title of Contact Person	Josue Lugo Contract Manager
Telephone Number	407-836-6619
Email address	Josue.lugo@ocfl.net
Date	

1. FCC said they provide you with garbage, single-stream recycling, bulky waste, and yard waste collection, and that the contract began Jan. 1, 2016. Is this accurate? X <b>Yes</b> <input type="checkbox"/> No
2. Describe your overall level of satisfaction with the services provided by this Vendor, on a scale of 1 to 10, with "1" being very dissatisfied and "10" being extremely satisfied. a. What do you like best about the Vendor? b. What do you like least about the Vendor? c. What is needed for the Vendor to improve their service to your community?
10 A. Easy to work with B. N/A C. N/A
3. Would you contract with this Vendor again? Please explain why you would or would not.
Yes
4. Have there been environmental issues or issues with health and safety? Please explain.
N/A
5. If the Vendor has requested any changes to the contract terms beyond the specified escalations and renewals, please describe.
N/A



## REFERENCE RESPONSES

6. Has the Vendor experienced problems with missed collections, shortage of vehicles/crews, or recurring reports of litter following collections? If so, please explain.
FCC has rarely had any collection issues.
7. In general, describe how responsive the Vendor has been to service-related issues.
Our contract allows for 24 hours to respond to service complaints. No major issues with FCC.
8. Reporting: a. Are hauler invoices complete, accurate, timely, and easy to understand? If you've had any billing disputes, please describe. b. Does the Vendor routinely report material quantities and customer counts for disposal and recycling rate tracking?
A. N/A B. N/A
9. Has the Vendor proactively supported City efforts to educate the public to minimize recycling contamination, and maximize correct recycling?
YES
10. Did your entity experience significant damage as a result of a recent hurricane? (i.e., Hurricane Matthew, Irma, Michael, Dorian). <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: a. How did the Vendor help with damage assessment and FEMA reporting? Did they take pictures before and after cleanup? Help with gated communities? b. Please describe how the Vendor worked with you and FEMA to facilitate reimbursement for costs related to hurricane cleanup
YES, Michael. a. They complied and provided all the information needed in order for the county for seek reimbursement through FEMA.

### Polk County FL

Since October of 2017, FCC began providing Refuse, Recycling, Yard, and Bulk waste services to 77,585 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty-five CY rear loaders, 2 eight CY rear loaders, and 2 clamshells trucks.

FCC was able to successfully manage all challenges that arose during this transition. During this transition, Polk County was struck by Hurricane Irma in September 2017. During this time, FCC's team was able to quickly deploy and began to provide services before their start date to ensure that they could help serve Polk County citizens.

### Volusia County FL

In April 2020 FCC began providing the collection of solid waste, dual-stream recyclable materials, and yard waste/Bulk for over 45,173 single-family homes in Volusia County FL.

This contract was transitioned during the COVID-19 pandemic. During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all of its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service.

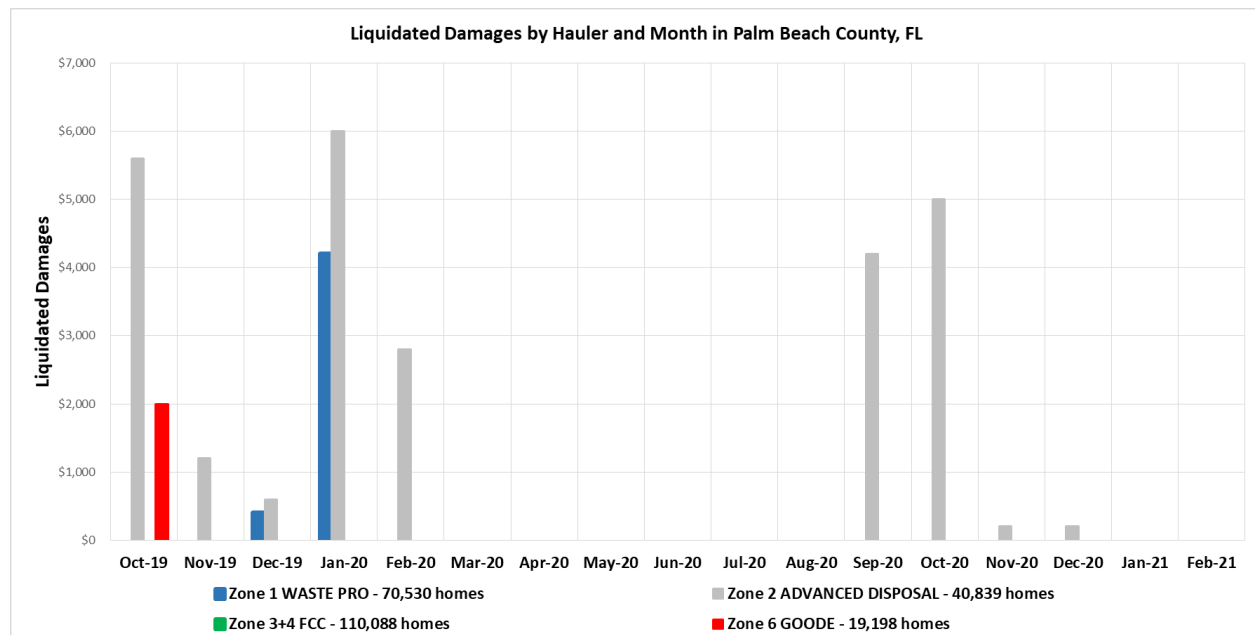
FCC's success in this transition has carried over through the operational phase of this contract. FCC has not been assessed any liquidated damages since the start of this contract.

### City of Edgewood FL

On January 4, 2021 FCC began providing Refuse, Recycling, Yard, and Bulk waste collection services to over 868 residences, and 100 franchised commercial collections within the City of Edgewood. This contract required FCC to work with the existing hauler to ensure that the commercial businesses within the City of Edgewood were not impacted due to the change of their service provider. FCC successfully delivered all of the required containers, and worked with the commercial customers to ensure they received the level of service they required.

## Palm Beach County FL

Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to more than 110,088 households and working with incumbent haulers Republic Services and Waste Management to exchange more than 1,646 commercial customers to the FCC new containers. **FCC has been the only contracted hauler (out of 4) to not receive any liquidated damages since the start of the contract.**





June 25, 2020

Dear Mr. Sandora,

The Solid Waste Authority of Palm Beach County (SWA) thanks you and the FCC team for immediately assisting our south county residential customers removing yard waste debris generated from an isolated storm last Friday evening.

We truly appreciate the FCC team working with our customers to remove this large amount of yard waste storm debris generated within this area on their normal scheduled yard waste collection day.

FCC, as a new service provider in Palm Beach County, provided the lowest competitive collection rate for our customers within Service Areas 3 and 4, a new fleet of collection equipment and containers, delivered a perfect seamless transition that included cart deliveries of three (3) different sizes (including last minute community exchange request for a smaller cart) within two very large Service Areas, proactively worked with our team to resolve any and all possible startup issues, and last week immediately providing emergency removal of storm debris in a timely manner.

FCC assembled a very dedicated, professional, knowledgeable, hardworking, customer-oriented team that delivers the highest quality of collection services possible on a consistent basis.

This effort all begins with great leadership. We appreciate and thank you and Mr. Charlie Merkley as the new team exceeding our customer's expectations each and every day!

It is a pleasure working with FCC who share the same values and goals to deliver great customer service, exceeding all expectations on a daily basis.

Thank you very much on behalf of our customers and SWA for a job well done each day!

Sincerely,  
  
 John Archambo, Director, Customer Relations

Below is a survey that was filled out by Palm Beach County staff during a reference check for another contract highlighting their satisfaction level with FCC.

#### REFERENCE RESPONSES

Proposer Name: **FCC Environmental Services**

Name of Reference Entity	Solid Waste Authority of Palm Beach County
Name & Title of Contact Person	John Archambo
Telephone Number	(561) 315-2010
Email address	jarchambo@swa.org
Date	06/19/2020

1. FCC said they provide garbage, dual-stream recycling, bulky waste, and yard waste collection, and that the contract began Oct. 1, 2019. Is this accurate? X Yes <input type="checkbox"/> No
2. Describe your overall level of satisfaction with the services provided by this Vendor, on a scale of 1 to 10, with "1" being very dissatisfied and "10" being extremely satisfied. a. What do you like best about the Vendor? b. What do you like least about the Vendor? c. What is needed for the Vendor to improve their service to your community?
FCC score is a 10 FCC was awarded two (2) large Service Areas to provide the exclusive residential and commercial solid waste, recovered materials, bulk items and yard waste collection services. The FCC management team did an excellent job proactively preparing months in advance for this major transition. FCC provided a seamless transition for our customers. They are true professionals willing to go beyond the call of duty to serve our agency and customers. FCC is definitely a 10 and there nothing we least like or a single item of improvement.
3. Would you contract with this Vendor again? Please explain why you would or would not.
ABSOLUTELY! True professionals that understand great customer service and respond immediately to any and all request.
4. Have there been environmental issues or issues with health and safety? Please explain.
NONE
5. If the Vendor has requested any changes to the contract terms beyond the specified escalations and renewals, please describe.
NO

## REFERENCE RESPONSES

6. Has the Vendor experienced problems with missed collections, shortage of vehicles/crews, or recurring reports of litter following collections? If so, please explain.
NO
7. In general, describe how responsive the Vendor has been to service-related issues.
FCC provides such a high level of quality consistent collection services there are very few customer calls from their huge service area. The rare time we do receive a customer complaint, FCC resolves the customer's concern immediately and long term.
8. Reporting: a. Are hauler invoices complete, accurate, timely, and easy to understand? If you've had any billing disputes, please describe. b. Does the Vendor routinely report material quantities and customer counts for disposal and recycling rate tracking?
FCC provides complete accurate invoices in a timely manner. Never a billing dispute.  The Solid Waste Authority of Palm Beach County (SWA) franchise agreement requires monthly and quarterly tonnage and financial reports. FCC submits all reports in an accurate and timely manner.
9. Has the Vendor proactively supported City efforts to educate the public to minimize recycling contamination, and maximize correct recycling?
Yes, the SWA contract language requires the hauler provide public education (SWA provides the haulers with the tags and collection guideline booklets) to promote recovered material participation and reduce recovered material contamination.
10. Did your entity experience significant damage as a result of a recent hurricane? (i.e., Hurricane Matthew, Irma, Michael, Dorian). <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: a. How did the Vendor help with damage assessment and FEMA reporting? Did they take pictures before and after cleanup? Help with gated communities? b. Please describe how the Vendor worked with you and FEMA to facilitate reimbursement for costs related to hurricane cleanup
FCC collection franchise agreement contract started 10/01/2019 therefore, FCC was not a service provider during the above events.



## Village of Wellington FL - Transition Plan

The key to our successful transitions, has been the due diligence and detailed transition plans FCC has prepared and executed for each contract. FCC's team of experts have already carefully surveyed the streets in the Village of Wellington, as we will continue to do, to ensure we understand the Village's atmosphere, demographic and traffic profile along with any other requirements the Village may have.

A Key events schedule that occurs during a transition period is shown below:

<b>KEY EVENTS</b>	
Contract Execution	Immediately after bid award
Transition Period	After Contract Execution through December 29, 2021
Commencement of Services	December 30, 2021
Ongoing Operations Execution and Continued Development	December 30, 2022, through Contract Term

### - **1. Contract Execution**

Because FCC is committed to providing our customers with the service they ask for, we intend to accept the contract as it stands in the initial RFP template or any subsequent addendum, and price things appropriately so that we can minimize the need to extensively negotiate to start-up contracts or return to the bargaining table at a later date.

FCC hopes to develop a timeline during Contract Execution for follow-up meetings to provide the Village with updates and progress reports during the transition. It is anticipated that FCC and the Village of Wellington will be able to swiftly execute the signed contract and begin work on executing the transition almost immediately upon award.

### - **2. Transition Period**

Approximately one week after the effective date, the Regional Operations Director, along with the rest of our transition team, will coordinate and consult on the concepts addressed in FCC's transition plan, and any other matters that will help ensure the successful implementation of the transition plan. The Regional Operations Director and transition team will meet with the Village on scheduled and on an "as needed" basis with the Village's designated personnel in a combination of face to face meetings, web conference calls, email, and telephone, depending on the Village's preferences and urgency of the communication. Among the items we expect to discuss during these meetings are up to date progress reports on the Transition Plan Execution, the informational content of residential customer communications, routing reports, formatting requirements, and sample invoices along with any potential revisions requested by the Village to ensure the approval related to informational content, formatting and appropriate distribution before the commencement of services.

Within three weeks of the effective date, FCC will finalize its transition plan and provide it to the Village's Contract administrator.

Approximately two months before the Commencement Date, FCC shall provide the Administrator with: (1) a written safety plan; (2) a Contingency Plan, and (c) a copy of the standard form contract that FCC intends to use with Commercial Customers, as well as Multi-Family Dwellings that use a Mechanical Container.

#### ○ 2.A. Equipment

Immediately upon Award of Contract, FCC's Fleet Management personnel will forward specifications to the selected chassis manufacturer and order the necessary new trucks while coordinating with the selected body manufacturer to ensure timely delivery of the necessary new trucks and equipment. It is standard for all FCC collection vehicles to be equipped with AWTI 3rd Eye 360 Degree Camera and GPS systems, so these will be ordered at this time. Within four (4) weeks of the effective date, FCC will provide documentation demonstrating that all necessary Collection Vehicles and equipment have been ordered and are scheduled to be delivered to FCC's Palm Beach facility.

At 6 weeks from order placement, FCC will check the progress of the manufacturers to confirm that both chassis and body manufacturers for necessary new equipment are on schedule to provide delivery of the assets to their respective authorized dealers.

All new trucks will arrive at our facility before December 1, 2021 (approximately 4 weeks before the Commencement Date). Before this date, FCC will confirm in writing to the Administrator that all vehicles necessary to provide Collection Service have been delivered to its Palm Beach Yard. When notified of each delivery, operations and fleet management personnel will go to the manufacturer's authorized dealer location to confirm the delivery of the correct asset. As each asset is delivered, it will be scheduled for a PDI (Post Delivery Inspection) by both the chassis manufacturer and the body manufacturer individually. During the time the new assets are located at the authorized dealer locations, both the AWTI 3rd Eye Camera & GPS and appropriate decals will be installed on the asset.

Finally, as each truck is delivered to our facility, our team of technicians will conduct our own PDI to confirm that nothing was missed. This process will include putting each vehicle through a thorough test operation by the drivers that will be operating the equipment in the Village of Wellington. During the process of conducting our PDI, all pertinent data will be gathered and recorded. During this process, the vehicles will be registered, licensed, tagged, equipped, and prepared to perform before December 9<sup>th</sup>, 2021 (approximately 3 weeks before the Commencement Date). Upon completion of all of the above, FCC will submit our Asset Inventory List which will include make, model, year, tare weight, license tag number, and identification number for each collection vehicle to Village Staff for approval. Additionally, any permanent or long-term changes made in our asset inventory will be submitted to the Village of Wellington for approval.

## ○ 2.B. Personnel

Immediately upon contract award, FCC's professional and highly experienced HR personnel will begin recruitment efforts ensuring that we recruit quality candidates for servicing the Village of Wellington before Commencement of Services. FCC recruiting efforts will include job fairs, online or print media advertising, and acceptance of any current driver's applications that wish to maintain work in the Village of Wellington. FCC has transitioned multiple contracts where it has worked with the incumbent haulers, to give priority to employees who would be displaced as a result of the municipality awarding this scope.

Upon award of the contract, FCC will begin to accept and review applications. After selecting the more promising candidates, we will schedule interviews with individual candidates and conduct various skills tests to assess the skill levels of individual recruits to tailor training requirements for each driver. Of course, all successful applicants will undergo a thorough background check to confirm compatibility with our company culture of Customer Service and Safe Operations.

Beginning September 2021, we will begin to onboard key staff. Route Managers, Administrative Staff, and Lead Drivers will be hired to complete training in the early stages. As we get closer to the 1-month prior mark, we will continue onboarding personnel to be fully staffed for collections. Drivers with less experience will be hired earlier on than more experienced drivers to ensure complete safety training.

6 weeks before commencement, we will finalize all new hire orientation, Safety Training, confirm that uniforms are ordered, any safety gear such as gloves, hard hats, and appropriate footwear along with any other industry-standard PPE (Personal Protective Equipment) have been both purchased and distributed.

By December 16, 2021, FCC will confirm in writing that it has hired and trained all of the employees needed to provide Collection Service.

## ○ 2.C. Commercial Container A&D

Upon award of contract, FCC will begin the process of making contact with each of the Village of Wellington's various Commercial and Industry Partners to identify concerns and answer any questions these businesses may have related to the change in service. Finally, FCC will contact the incumbent to request all contact information and service parameters for individual accounts to identify any special concerns related to customers such as equipment that will remain under lease by the incumbent or special hours of service. FCC will discuss with the incumbent a schedule of exchange for all containers and equipment.

Immediately upon Award of Contract, FCC will request "Best and Final" quotes from the manufacturers for the various types and sizes of equipment to be installed in the village of Wellington. After reviewing and selecting the best proposal for the contract, upon confirmation of data provided by the incumbent, FCC will forward container and equipment specifications to the selected vendor for ordering.

Within the first 8 weeks of the Award of Contract, FCC will provide the administrator with a detailed plan for the distribution of all Collection Containers that will be provided to Commercial Customers and customers in Multi-Family dwellings that will receive collection service with mechanical containers.

10 weeks before Commencement of Services, deliveries of containers will be directed to the selected staging area. Upon arrival, each of the containers will be inspected for quality of construction and FCC will finalize preparations for delivery such as affixing the appropriate decals and in-service dates to the containers recording their serial numbers into inventory, and scheduling deliveries to coincide with services in cooperation with the incumbent service provider.

9 weeks before Commencement of Services, FCC plans to begin the equipment exchange for front load dumpsters and roll-off containers. FCC intends to permit the incumbent to access and use FCC's containers and equipment during the period of transition, before Commencement of Services and if necessary, get the same permissions from the incumbent for after Commencement of Services should the incumbent fail to completely remove all of their equipment before Commencement of Services. While FCC fully expects to complete the equipment exchange 3 weeks before Commencement, we believe that it is prudent to provide back up plans to maximize our capacity to complete the transition with a minimum of service disruption to the customer and avoid negatively impacting the incumbent's operations at the same time as it is our practice to be good partners.

We believe that if there is difficulty completing the container exchange, all work related to commercial container exchange will be completed NLT (No Later Than) 2 days before commencement of services.

#### ○ 2.D. Facilities

FCC has a facility within Palm Beach County that will be used to service the Village of Wellington. Upgrades to this yard to accommodate the trucks that will service the Village of Wellington have already been identified and will be completed before the Commencement Date.

#### ○ 2.E. Routes

During the process to develop our response to the RFP, FCC performed an initial field audit to track the number of trucks currently providing service in the Village of Wellington. Immediately after the award of the contract, FCC will perform an additional audit to document potential improvements to the routing.

Two weeks after the commencement date, FCC will provide the contract administrator with a collection plan designed for the Village of Wellington.

FCC will use its High-Density Routing software to route all trucks within the Village utilizing the improvements identified during the field audit. Once those trucks are routed, draft route maps will be generated for the FCC New Projects team to review. FCC will provide the final maps and data generated in the final collection plan will be provided to the Village in a format that can be uploaded onto the Village's existing GIS website for use by the Village.

8 weeks before the commencement of the contract, Route Managers & General Manager will review the route maps, perform dry runs to check for safety, efficiencies, and service optimizations. Supervisors will provide comments and feedback to produce the final routes to be submitted to the Village.

5 weeks before the start of the contract, route drivers will be provided with their route books. These books provide the route overview and path details necessary to effectively navigate and service their routes. Any additional improvements identified by the drivers will be incorporated into the routing before Commencement of Service with any subsequent changes forwarded to the Village. Before December 16, 2021, FCC will submit in writing that all its drivers have inspected the routes and confirmed the ability to complete them.

#### ○ 2.F. Software

12 weeks before commencement of the contract FCC will begin setting up the Village of Wellington databases within its Microsoft Dynamics ENWIS software. As a part of setting up the database, FCC will be in consultation with the Village to confirm that the dashboards and reports from within the system conform to the Village requirements.

10 weeks before the start of the contract, FCC will set up the 3<sup>rd</sup> Eye portal for the Village of Wellington. FCC intends to provide the Village with a user interface in 3<sup>rd</sup> Eye as well. Login credentials will be generated for personnel designated by the Village with required permissions and advanced reports will be configured to provide the Village daily GPS locations of all vehicles complete with tracking and truck initiated service verification photo reports in addition to AWTI 3<sup>rd</sup> Eye's PSV (Positive Service Verification) photographs.

FCC will ensure that the Service Verification System is fully operational, all Collection Vehicles are equipped with a GPS, all Residential Collection Vehicles are equipped with fully operational cameras mounted on the outside of the Collection Vehicle, providing 360-degree camera coverage to monitor events occurring while providing Collection Services (no in-cab driver view) by December 9, 2021. Any issues will be provided to 3<sup>rd</sup> Eye to properly address before the Commencement of Services.

Training on Microsoft Dynamics ENWIS for any new personnel hired to service the Village of Wellington will begin 6 weeks before the Commencement of Services. The staff will be trained in the different solutions within the software that dispatching, billing, and truck maintenance features.

Set up and training on Trac EZ will begin 6 weeks before the commencement of services. Before December 2, 2021, FCC will demonstrate that its computer systems are fully operational and capable of tracking complaints and requests for service in compliance with the agreement.

## ○ 2.G Reports

No Later than 8 weeks before commencement, FCC will coordinate with the Village of Wellington to determine the reporting requirements for the Village on a daily, monthly, quarterly, or yearly basis. Upon receiving the reporting requirement detail, FCC will ensure that its existing systems are modified to provide the Village with the data it needs in the required format.

6 weeks before the Commencement of Services, FCC will provide the Village with draft reports as the systems are modified to meet the requirements. Any additional changes or improvements will be implemented after receiving comments and direction from Village personnel.

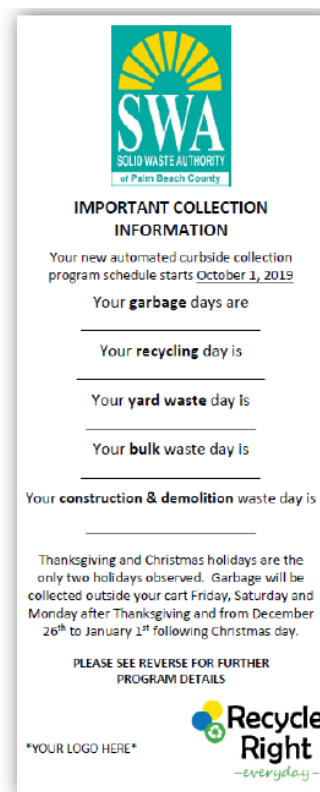
4 weeks before Commencement of Services, Customer Service Representatives, Route Managers, and the General Manager will be trained on how to properly generate required reports, as designed per the Village's specifications, from Microsoft Dynamics ENWIS and Trac EZ. Additionally, an SOP (standard operating procedure) will be utilized to ensure proper documentation of the steps and for training any new staff.

## ○ 2.H Customer Communication

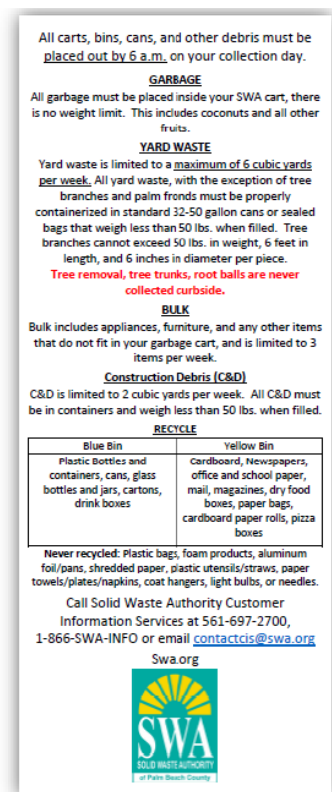
FCC will coordinate with the Village of Wellington staff to formulate the language to be used in all communications with residential customers to educate the citizens about the coming change in service. 6 weeks before commencement, FCC will submit the informational flyers to the Village for approval.

FCC will work with Village staff to ensure it meets all residential communication requirements. By December 16, 2021, FCC will confirm with the Village that all commercial customers and multi-family dwellings were notified of a service change.

Also, by December 28, 2021, FCC will communicate with Village Staff that all flyers have been mailed to all residential customers.



FCC Service Brochure, front



FCC Service Brochure, back



### - 3. Commencement of Services

Before the commencement of services, FCC will begin to transition into the operational plan. The Collection plan will be provided to the Village during this transition period. Before the commencement, FCC will properly train all staff, to ensure that the procedures to the operational plan are followed, and improvements are made before the actual commencement date.

### - 4. Ongoing Operations Execution and Continued Development

FCC will continue to work with Village staff to ensure that the ongoing operational execution meets the needs and standards as set between the Village and FCC. To ensure the Village's satisfaction, FCC will be maintaining regular communication and meetings with Village staff, to find and implement improvements to the collection plan that has been designed for the Village of Wellington.

Transition and Implementation Plan	Effective Date	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
<i>Contract Execution</i>	X								
<i>Facility's Preparation</i>	X								
<i>Order Trucks</i>	X	X							
<i>Order Containers</i>	X	X							
<i>Personnel</i>				X	X	X	X	X	X
<i>Software for Reporting</i>						X	X	X	X
<i>Receive Trucks</i>							X	X	
<i>Delivery of Containers</i>							X	X	X
<i>Customer Communications</i>								X	X
<i>Routing</i>								X	X
<i>Finalize Safety Training</i>								X	X
<i>Commencement of Service</i>									X

This draft transition plan will be further developed if FCC is awarded the contract. Included below are the draft transition plan and FCC's commitment of when they will be tentatively met.

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b><u>EQUIPMENT</u></b>		
Chassis manufacturer selection and order	Provide selected chassis manufacturer with necessary truck specifications and place order	Immediately upon contract award
Body manufacturer selection and order	Provide selected body manufacturer with compaction body specifications and place order	Immediately upon contract award
Tracking technology	Provide AWTI 3 <sup>rd</sup> Eye with truck specifications and order all equipment	Immediately upon contract award
Order Placement Documentation	Provide documentation demonstrating that all necessary new Collection Vehicles and equipment have been ordered	Within 4 weeks upon contract award
Interim follow up	Confirm on-time production of all equipment.	Starting 6 weeks after order placement and continuing weekly through the delivery of all assets.
Accepting Delivery	Visually confirm arrival of equipment at a local vendor for each asset.	Starting upon arrival of 1 <sup>st</sup> asset and continued weekly through the delivery of all assets.
Manufacturer PDI	Submit equipment to Post Delivery Inspection at a local authorized dealer of all necessary new Chassis and Body manufacturers by their technicians	Starting upon arrival of the first asset, continuing through the arrival of the last asset.
Asset Inventory List	FCC will develop and maintain an asset list to be delivered to Village of Wellington designated personnel	Before December 9, 2021.
Onsite preparation	Prepare "Birth Certificate" for new assets, conduct internal PDI, register and insure each asset.	Starting upon arrival of the first asset, continuing through the arrival of the last asset.

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b><u>PERSONNEL</u></b>		
Initial Recruitment Steps	Begin recruitment advertising in print online media. Plan and schedule Job Fairs.	Immediately after contract award
Hiring Process	Accept applications, conduct interviews & skills tests, and conduct background checks.	Immediately after contract award
Safety Training	Ongoing safety training is mandatory for all drivers and crew members	Upon initial hire through commencement
Verify All Employees in Place	Drivers, office, customer service, billing, accounting, safety, supervisory, etc.	By December 16, 2021
<b><u>CONTAINERS-Commercial and Roll-Off</u></b>		
Commercial Customer on-boarding	Work with Commercial customers providing pricing and contractual paperwork for collection services provided by FCC	After contract award Through contract execution
Container distribution	Coordinate with the incumbent to deliver new containers.	9 weeks before commencement up to December 28, 2021
Mailers	Communicate with Commercial customers	Before December 16, 2021
<b><u>FACILITIES</u></b>		
FCC Facility	Begin upgrades to FCC's existing Palm Beach County Facility to accommodate trucks servicing the Village of Wellington	Immediately after contract award.
<b><u>ROUTES</u></b>		
Maps	Final route maps	Before December 1, 2021
Supervision	Primary & alternate supervisor(s) to have full knowledge of all Village operations	5 weeks before the commencement date
Dry Runs	Run routes repeatedly to check for safety, efficiency, and service optimization	5 weeks before the commencement date
Route Training	Train drivers on how to effectively navigate through their assigned route	5 weeks before the commencement date
Route inspection	All FCC drivers have inspected the routes and confirmed the ability to complete them	By December 16, 2021

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE
<b><u>SOFTWARE</u></b>		
Set up Microsoft Dynamics for Operations and Fleet Maintenance	Set up databases, and customize dashboards to provide reporting required by the Village.	12 weeks before the commencement date
Train staff on Microsoft Dynamics	Train customer service, and mechanics to print route sheets, add customer notes, dispatch drivers, track shop inventory, and populate truck work orders	4 weeks before the commencement date
Set up Trac EZ	Set up customer complaint management system and provide training to staff.	Before December 2, 2021
Set up 3rd Eye Portal with Drivers and Vehicles	Set up Wellington Portal, ensuring all users have access, and drivers/ vehicles are assigned	By December 9, 2021
Verify all trucks are registering GPS and PSV	Verify trucks appear in the portal and register positive service events	Before December 9, 2021
<b><u>REPORTS</u></b>		
Set up reporting requirements	Meet with the Village officials to determine the required format of ad-hoc, monthly, and yearly reports	8 weeks before the commencement date
Develop Required Reports	Develop all required reports through Enterprise Waste Management System, and ensure they are provided in the correct format	7 weeks before the commencement date
Provide City with samples of all required reports	Provide draft reports samples to City staff for approval	6 weeks before the commencement date
<b><u>CUSTOMER COMMUNICATIONS</u></b>		
Message content	Coordinate with Village to approve message content to be used with each medium and which mediums to be used. (i.e. In water bill mail versus postcard).	6 weeks before commencement
City Notification	Communicate with Village Staff that all flyers have been mailed to all customers.	By December 28, 2021
<b><u>OTHERS</u></b>		
Transition Plan	Provide the Village with a written Transition Plan to the Project Manager	Within three weeks of the effective date
Safety Plan	Cover all aspects of FCC's operations	By October 29, 2021
Contingency and Disaster Plan	Provide the City with a written Contingency and Disaster Plan	By October 29, 2021

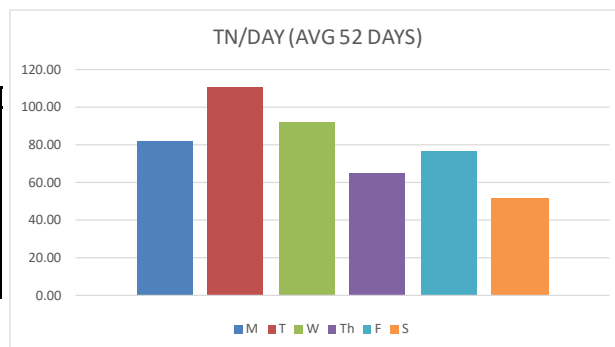
## CHAPTER 6. AVAILABLE RESOURCES

### 6.1 Current Service Analysis

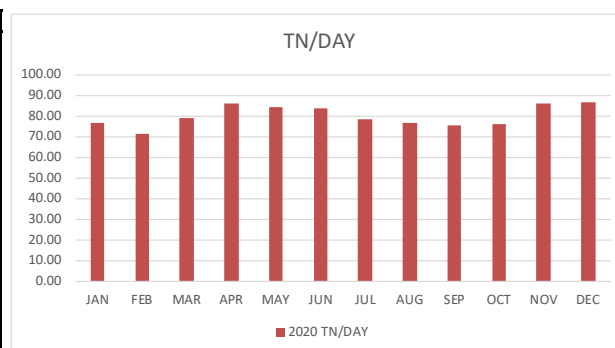
To ensure FCC can provide a Collection Plan that meets and exceeds the requirements of the Village, not only has FCC driven and navigated the streets of Wellington, but it has carefully analyzed the data provided by the Village during the bid process. Some of the most important data that can be analyzed to check the current level of service is the tonnage information that was provided in addendum 1. The following tables provide an overview of some of the most important parameters related to the collection service.

#### a. Current Garbage Analysis

2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
M	51	4,177.34	81.91
T	52	5,768.87	110.94
W	53	4,901.15	92.47
Th	52	3,386.62	65.13
F	51	3,923.10	76.92
S	51	2,623.23	51.44
AVG	51.67	4,130.05	79.80



2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
JAN	27	2,062.01	76.37
FEB	25	1,785.79	71.43
MAR	26	2,059.72	79.22
APR	26	2,237.36	86.05
MAY	26	2,193.98	84.38
JUN	26	2,169.60	83.45
JUL	27	2,117.29	78.42
AUG	25	1,908.64	76.35
SEP	26	1,964.23	75.55
OCT	27	2,048.52	75.87
NOV	23	1,982.17	86.18
DEC	26	2,251.00	86.58
AVG	25.83	2,065.03	79.99



After reviewing the information provided above:

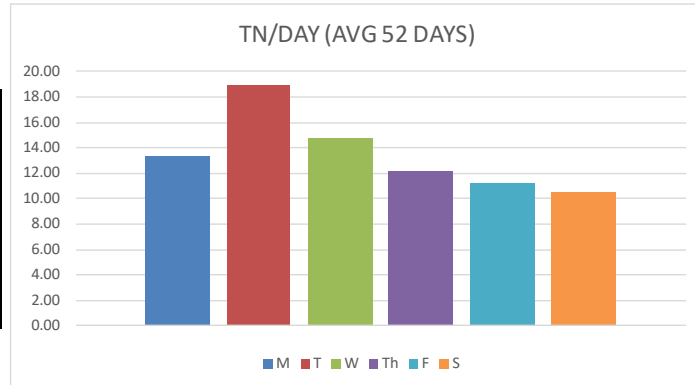
- The tonnage collected Monday through Wednesday is around 50% higher than the tonnage collected Thursday through Saturday. This is very common on services provided twice per week, being that the first collection day is the heaviest one in regards to tonnage.
- Also, the Tuesday/Friday collection days produce more garbage than Monday/Thursday and Wednesday/Saturday collection days. Addendum 1 allows proposers to establish new routes to improve the service and efficiency. To avoid confusion and potential inconveniences to the residents, our proposed schedule will be the same as current for the vast majority of the residents. We will balance the homes collected per day and we anticipate that this will only affect about 5% of the residents (Tuesday and Friday).



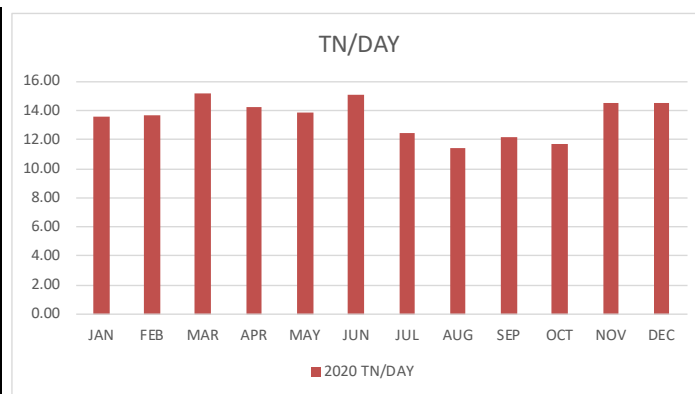
- Garbage collected per day is consistent throughout the entire year with some variations from month to month but not higher than 10%.
- For the calculations shown in chapter 6.2, we have assumed an average of 95 tons per day (Monday through Wednesday) and 65 tons per day (Thursday through Saturday).

#### b. Current Recycling Analysis

2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
M	51	680.35	13.34
T	52	984.81	18.94
W	53	782.63	14.77
Th	52	632.24	12.16
F	51	567.22	11.12
S	51	539.08	10.57
AVG	51.67	697.72	13.48



2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
JAN	27	366.48	13.57
FEB	25	340.74	13.63
MAR	26	394.90	15.19
APR	26	369.39	14.21
MAY	26	360.17	13.85
JUN	26	393.10	15.12
JUL	27	335.65	12.43
AUG	25	284.70	11.39
SEP	26	315.77	12.15
OCT	27	315.93	11.70
NOV	23	332.93	14.48
DEC	26	376.57	14.48
AVG	25.83	348.86	13.52

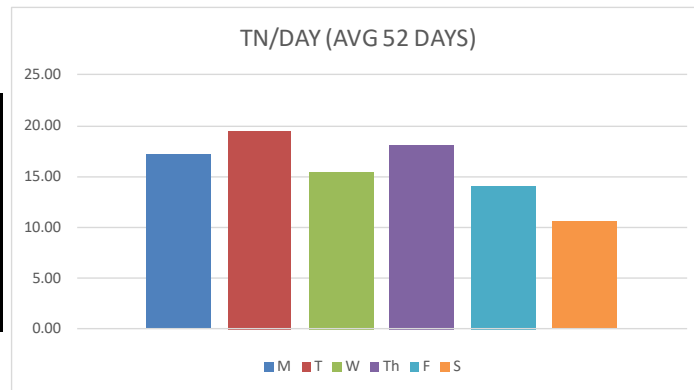


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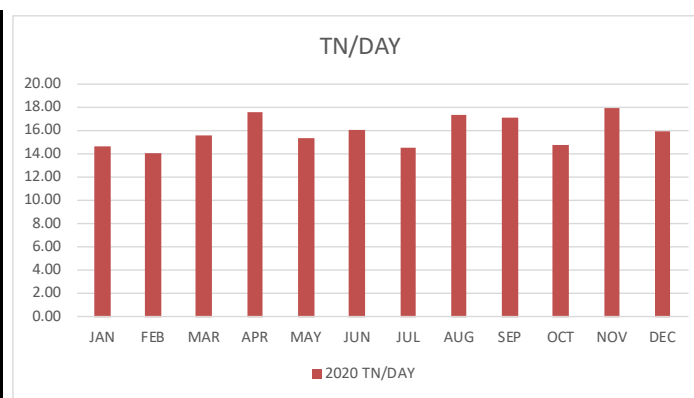
- The tonnage collected Monday through Saturday is consistent except for Tuesdays where the tonnage collected is around 50% higher than the rest of the days. As stated above, in our proposal we will balance the homes collected per day and we anticipate that this will only affect about 5% of the residents (Tuesday and Friday).
- Recycling tonnage collected per day falls from July through October. However, this decrease (not higher than 15%) in the number of tons collected doesn't justify a reduction in the number of routes proposed.
- For the calculations shown in chapter 6.2, we have assumed an average of 14 tons per day Monday through Saturday.

### c. Current Yard Waste - Carts Analysis

2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
M	51	875.31	17.16
T	52	1,011.33	19.45
W	53	820.90	15.49
Th	52	943.81	18.15
F	51	720.73	14.13
S	51	540.81	10.60
AVG	51.67	818.82	15.83



2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
JAN	27	393.84	14.59
FEB	25	350.55	14.02
MAR	26	404.16	15.54
APR	26	456.76	17.57
MAY	26	399.16	15.35
JUN	26	417.24	16.05
JUL	27	391.94	14.52
AUG	25	433.35	17.33
SEP	26	443.26	17.05
OCT	27	396.50	14.69
NOV	23	412.96	17.95
DEC	26	413.17	15.89
AVG	25.83	409.41	15.88

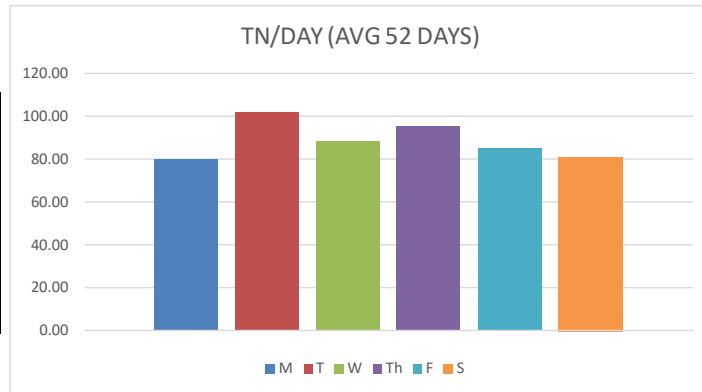


After reviewing the information provided above:

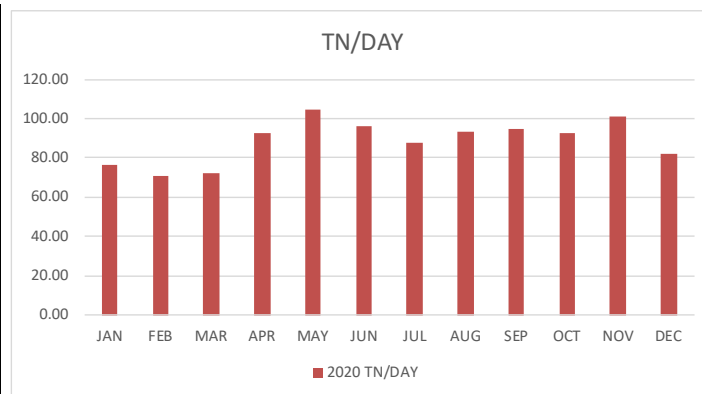
- The tonnage collected is higher on Tuesdays and Thursdays and lower on Saturdays. As stated above, in our proposal we will balance the homes collected per day and we anticipate that this will only affect about 5% of the residents (Tuesday and Friday).
- REL Yard Waste collected per day is consistent throughout the entire year with some variations from month to month but not higher than 10%.
- For the calculations shown in chapter 6.2, we have assumed an average of 16 tons per day Monday through Saturday.

#### d. Current Yard Waste & Bulk Waste - Grapple Analysis

2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
M	51	4,072.67	79.86
T	52	5,284.32	101.62
W	53	4,665.82	88.03
Th	52	4,976.78	95.71
F	51	4,326.11	84.83
S	51	4,144.48	81.26
AVG	51.67	4,578.36	88.55



2020			
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
JAN	27	2,064.61	76.47
FEB	25	1,778.43	71.14
MAR	26	1,885.41	72.52
APR	26	2,408.27	92.63
MAY	26	2,712.15	104.31
JUN	26	2,493.42	95.90
JUL	27	2,373.92	87.92
AUG	25	2,333.56	93.34
SEP	26	2,458.77	94.57
OCT	27	2,500.46	92.61
NOV	23	2,321.21	100.92
DEC	26	2,139.97	82.31
AVG	25.83	2,289.18	88.72

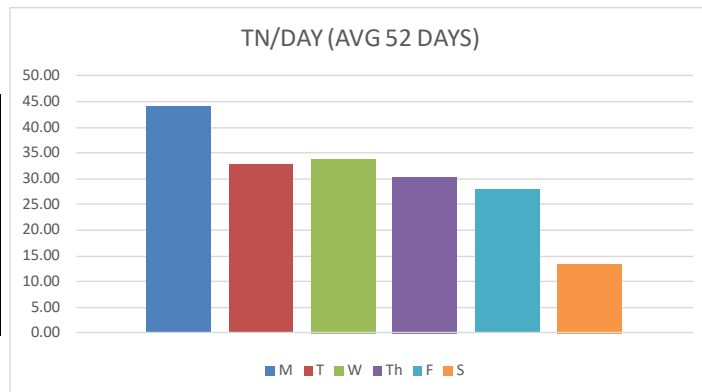


After reviewing the information provided above:

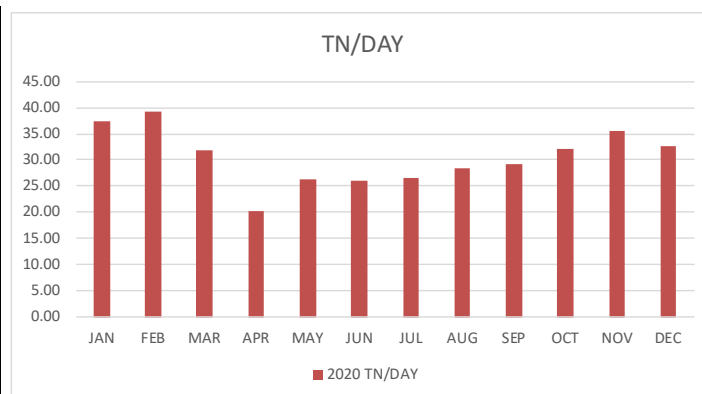
- The tonnage collected is higher on Tuesdays and Thursdays.
- Yard Waste & Bulk Waste tonnage collected per day decreases from December through March (between 15% and 20%). During this YW low season, FCC does not intend to remove any grapple routes, but plans for a lower amount of hours worked.
- For the calculations of the unlimited yard waste option shown in chapter 6.2, we have assumed an average of 95 tons per day Monday through Saturday during high season and 75 tons per day Monday through Saturday during low season.
- Using the information from the 2015 RFP process, for the calculations of the 6 CY limit on yard waste option shown in chapter 6.2 we have assumed an average of 70 tons per day Monday through Saturday during high season and 50 tons per day Monday through Saturday during low season.

### e. Current Commercial Analysis

	2020		
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
M	51	2,244.03	44.00
T	52	1,697.48	32.64
W	53	1,796.12	33.89
Th	52	1,584.47	30.47
F	51	1,420.60	27.85
S	51	682.17	13.38
AVG	51.67	1,570.81	30.37



	2020		
	DAYS/YEAR	TN/DAY (AVG 52 DAYS)	TN/DAY
JAN	27	1,009.47	37.39
FEB	25	981.47	39.26
MAR	26	831.08	31.96
APR	26	527.64	20.29
MAY	26	683.33	26.28
JUN	26	674.40	25.94
JUL	27	720.39	26.68
AUG	25	711.77	28.47
SEP	26	756.72	29.10
OCT	27	863.17	31.97
NOV	23	816.28	35.49
DEC	26	849.15	32.66
AVG	25.83	785.41	30.46



After reviewing the information provided above:

- The tonnage collected in 2020 was affected by the COVID-19 Pandemic, as can be seen for April through September, as well as coinciding with the normal decrease in tonnages due to the low season. As of October of 2020, the tonnages have risen due to the start of the high season and the increase in commercial activity.
- Commercial tonnage collected per day increases on Mondays and gradually decreases during the week, which is to be expected in commercial collections.
- For the calculations shown in chapter 6.2 we have assumed an average of 45 tons per day on Mondays, 35 tons per day Tuesday through Friday, and 15 tons on Saturdays.

## 6.2 Collection Plan

FCC prides itself on the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines before the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all of the customers and residents that FCC services. For the Village of Wellington, FCC has designed a Collection plan to properly service the residents and commercial customers within the Village.

FCC's approach to supporting the needs and goals of the project are outlined below:

- 1) **Frontline dedicated equipment and 21+ drivers/helpers hired locally with a focus on the existing WM employees.**
- 2) **All Frontline Collection Vehicles will be New, and spare vehicles will be in a New or Like New condition.**
- 3) **Use of 3rd Eye camera system** with recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns
- 4) **Positive Service Verification** which provides a GPS location and timestamp along with photo evidence of the collection service occurring
- 5) **Tailor-made services depending on the type of customer serviced:** Single Family Dwellings, Multi-Family Dwellings or Commercial Customers; and the waste stream to be collected: Garbage, Recyclable Materials, Yard Waste, and Bulky Waste.
- 6) **Advertisement space on all collection vehicles for Village messaging.**

### **a. Residential Services**

The Village of Wellington is a growing community just west of West Palm Beach and known for its equestrians and Polo activities, with approximately 22,466 single-family residential units and 1,845 multi-family residential units (according to the most recent WM invoice provided within addendum 1). Given the discrepancy between the number of residential units that appear in the RFP, and the residential units in which the incumbent is billing the Village, FCC has designed their routes using the larger residential house counts to ensure it can properly service the Village. Depending on the Yard Waste scenario that is chosen by the Village, the maximum amount collected will vary between unlimited to a maximum of 6 cubic yards.

As requested in the RFP, route schedules will be completed within the permitted allowed collection hours (7:00 AM – 6:30 PM). However, FCC has designed its routes to work no more than 10 hours per day, allowing for extra time for any unforeseen events during the collection day. The routes have been designed so the vast majority of drivers work on a 6-day schedule.

### a.i Twice a week Garbage Collection Services at Curbside

Through the RFP process, the Village is requesting the collection of residential solid waste twice a week and the Scheduled Collection Days for that service shall be seventy-two (72) hours apart. This service would be provided Monday & Thursday, Tuesday & Friday, or Wednesday & Saturday.

To properly determine the number of routes needed to service the Village of Wellington, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 7,489 customers on each of the collection days (22,466 divided by 3 days between collections).

Also, the Village has provided the information of all the subdivisions that may be difficult to serve and there is a total of 1,741 residential units out of the 22,466. Thus, and to best service all the residential customers within the Village, FCC has proposed the use of ASL trucks for all the customers that are located in a non-difficult area and REL trucks to collect customers located in difficult areas. The difficult to service areas have been identified and although some can be serviced with an ASL truck, FCC will err with caution and will have them collected with REL trucks.

FCC has estimated a set-out rate of 95% on average. FCC has designed the service so that it can complete routes on Mondays, Tuesdays, and Wednesdays, which will have a higher participation and a higher number of tons collected when compared to Thursdays, Fridays, and Saturdays. FCC will field a total of **seven (7) garbage collection routes operating on the 6 collection days**. 6 of these routes will use a 28 CY automated side-load truck and will be staffed with one (1) driver. 1 of these routes will use a 25 CY rear-load truck and will be staffed with one (1) driver and one (1) helper.

As described in Chapter 6.1 of this document, FCC has reviewed in detail all the information provided by the Village, along with several site visits. From our observations, it seems that the current garbage routes are working too many hours and finishing too close to the 6.30 p.m. limit. We believe that to **improve the quality of the current level of service, more routes than the current ones are needed**. This is why instead of proposing approximately 6 current garbage routes we are proposing 7. This will improve the quality of the service, but more importantly for FCC, is that it will reduce the number of hours worked each day **improving the safety of our employees while servicing**. Additionally, having extra time will allow us to fix any potential issues that can occur during each collection day.

Included below is a table identifying how the service has been designed for the twice-a-week residential garbage. All of the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.



EFFICIENCY PER WORKING DAY			
1-2 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	REL trucks	560	589
	ASL trucks	1,101	1,158

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE (MONDAY THROUGH WEDNESDAY)								
1-2 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	552	581	0.99	1.00	7.37	1	7.37
	ASL trucks	6,562	6,908	5.96	6.00	87.63	2	7.30
				<b>TOTAL</b>	<b>7.00</b>	<b>95.00</b>		

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE (THURSDAY THROUGH SATURDAY)								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL trucks	552	581	0.99	1.00	5.04	1	5.04
	ASL trucks	6,562	6,908	5.96	6.00	59.96	1	9.99
				<b>TOTAL</b>	<b>7.00</b>	<b>65.00</b>		

#### a.ii Weekly Dual Sort Residential Recycling at Curbside

Through the RFP process, the Village is requesting the collection of dual sort recycling using two bins occurring on a once per week collection schedule (Monday through Saturday).

Using this collection schedule of 6 days per week, FCC would be providing service to approximately 3,744 customers on each of the collection days. To properly service this number of customers per day, FCC will have **three (3) recycling collection routes operating on the 6 collection days**. FCC has estimated a set-out rate of 65%. For this scenario, FCC will be servicing these routes using 25 CY (cubic yard) Split Body Rear Load (SREL) vehicles. All routes will be staffed with one (1) driver. Included below is a table identifying how the service has been designed for the collection of every week residential recycling. All of the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by:

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	REL Split Body trucks	809	1,244

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/w.day	Tn/Load/Route
	REL Split Body trucks	2,434	3,744	3.01	3.00	14.00	1	4.67
				<b>TOTAL</b>	<b>3.00</b>	<b>14.00</b>		

### a.iii Weekly Yard Waste– Unlimited & Bulk Waste Collection at Curbside

Through the RFP process, the Village is requesting the collection of unlimited yard waste & bulk waste once per week for each residential customer with 7 days between collections. This service would be provided once per week Monday through Saturday.

Using this collection schedule of 6 days per week, FCC would be providing service to approximately 3,744 customers in one collection day. To properly service this number of customers, FCC will subcontract seven (7) yard waste & bulk collection routes operating on the 6 collection days. For this scenario, FCC will be servicing these routes through Jet Hauling, with grapple trucks staffed with (1) driver. Included below is a table identifying how the service has been designed for the collection of weekly unlimited yard waste and bulk waste. All of the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
3 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	Grapple truck	32	534

MEASURING RESIDENTIAL YARD WASTE & BULK WASTE COLLECTION SERVICE - HIGH SEASON - UNLIMITED								
3 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Grapple truck	225	3,744	7.01	7.00	95.00	3	4.52
				<b>TOTAL</b>	<b>7.00</b>	<b>95.00</b>		

MEASURING RESIDENTIAL YARD WASTE & BULK WASTE COLLECTION SERVICE - LOW SEASON - UNLIMITED								
3 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Grapple truck	225	3,744	7.01	7.00	75.00	3	3.57
				<b>TOTAL</b>	<b>7.00</b>	<b>75.00</b>		

As requested in section 36.5 of the draft agreement, FCC will provide one (1) grapple vehicle to be available to the Village Administrator on an “on-call” basis.

Also, FCC will collect up to two (2) cubic yards of C&D from any residential customers on any scheduled collection day.

In addition to the seven (7) yard waste routes being serviced by the grapple trucks, FCC will supplement these routes with two (2) Rear-Load (REL) collection vehicles to pick up yard waste carts. These routes will operate on a 6-day collection schedule (Monday through Saturday).

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	REL trucks	470	1,878

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	REL trucks	936	3,744	1.99	2.00	16.00	1	8.00
				<b>TOTAL</b>	<b>2.00</b>	<b>16.00</b>		

#### a.iv Weekly Yard Waste & Bulk Waste Collection – Max 6 CY at Curbside

As a secondary option for yard waste and bulk waste collections, the Village is requesting the collection of yard waste with a 6 CY limit for each residential customer with 7 days between collections. This service would be provided once per week Monday through Saturday.

Using this collection schedule of 6 days per week, FCC would be providing service to approximately 3,744 customers in one collection day. To properly service this number of customers, FCC will subcontract five (5) yard waste & bulk collection routes operating on the 6 collection days. For this scenario, FCC will be servicing these routes through Jet Hauling, with grapple trucks staffed with (1) driver. Included below is a table identifying how the service has been designed for the collection of weekly yard waste and bulk waste with a 6 CY limit. All of the tables provided include the number of homes FCC is estimating to service, as well as the number of homes each truck will drive by.

EFFICIENCY PER WORKING DAY			
3 LOADS	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	Grapple truck	45	753

MEASURING RESIDENTIAL YARD WASTE & BULK WASTE COLLECTION SERVICE - HIGH SEASON - 6 CY MAX.								
3 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Grapple truck	225	3,744	4.97	5.00	70.00	3	4.67
				<b>TOTAL</b>	<b>5.00</b>	<b>70.00</b>		

MEASURING RESIDENTIAL YARD WASTE & BULK WASTE COLLECTION SERVICE - LOW SEASON - 6 CY MAX.								
3 LOADS	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Grapple truck	225	3,744	4.97	5.00	50.00	3	3.33
				<b>TOTAL</b>	<b>5.00</b>	<b>50.00</b>		

As requested in section 36.5 of the draft agreement, FCC will provide one (1) grapple vehicle to be available to the Village Administrator on an “on-call” basis.

Also, FCC will collect up to two (2) cubic yards of C&D from any residential customers on any scheduled collection day.

In this scenario, FCC will maintain the two (2) Rear-Load (REL) collection routes to pick up yard waste carts. These routes will operate on the same 6-day collection schedule (Monday through Saturday).

EFFICIENCY PER WORKING DAY			
1 LOAD	Truck Type	N° Units collected/daily	N° Drive-byes/daily work
	REL trucks	470	1,878

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE								
1 LOAD	Truck Type	N° units collected/day	N° Drive-byes/daily work	N° Routes/Day (Calculation)	N° Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	REL trucks	936	3,744	1.99	2.00	16.00	1	8.00
				<b>TOTAL</b>	<b>2.00</b>	<b>16.00</b>		

#### a.v Tires Collection at Curbside

FCC will collect automobile tires that are removed from the rim and Set Out at Curbside for Collection as Bulky Waste, but not more than 2 automobile tires from any Residential Customer on any Operating Day.

#### a.vi Residential Side Door Collection

FCC will provide Side Door Service to a Residential Customer, without charging any additional Rate or fee for such service, if the Administrator determines that the Residential Customer is physically unable to deliver its Garbage, Rubbish, and Recyclable Materials to the Curbside.

#### b. Commercial Hand Pick-Ups

FCC will provide collection services to approximately 17 commercial customers with cart service as identified in the RFP.

#### c. Commercial and Multifamily Units – Mechanical Collection

The majority of commercial dumpster customers are going to be collected using a collection schedule of 6 days per week.

Each week FCC would be providing service to approximately 469 customers. To properly service this amount of customers per day, FCC will have **two (2) Commercial Dumpsters collection routes operating on 5 collection days (Monday through Friday) and one (1) Commercial Dumpsters collection route operating on Saturday.** For this scenario, FCC will be servicing these routes using 40 CY (cubic yard) front-end load vehicles. All routes will be staffed with one (1) driver.

EFFICIENCY PER WORKING DAY		
2 LOADS	Truck Type	Nº Units collected/daily
	Front loader trucks	100

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE (MONDAY)							
2 LOADS	Truck Type	Nº units collected/day	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Front loader trucks	193	1.92	2.00	45.00	2	11.25
TOTAL			2.00	2.00	45.00		

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE (TUESDAY THROUGH FRIDAY)							
2 LOADS	Truck Type	Nº units collected/day	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Front loader trucks	194	1.93	2.00	35.00	2	9.04
TOTAL			2.00	2.00	35.00		

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE (SATURDAY)							
2 LOADS	Truck Type	Nº units collected/day	Nº Routes/Day (Calculation)	Nº Routes/Day (Rounded)	Collected Tn/day	Loads/ w.day	Tn/Load/ Route
	Front loader trucks	97	0.97	1.00	15.00	2	7.50
TOTAL			1.00	1.00	15.00		

#### d. Roll Off

Using the information provided in the Notice of Intent To Release RFP, and given the lack of information in regards to the actual number of roll-off customers, FCC is proposing one (1) route as Waste Management is currently operating.

#### e. Community Events

As requested in the RFP, FCC will provide collection service for up 960 cubic yards of capacity in roll-off containers to six (6) Community Events designated by the Administrator each year. Additionally, FCC will provide recycling containers for each of the six (6) community events without charge.

#### f. Village Services

The table below shows the current collection schedule and service frequencies for Village Facilities:

VILLAGE FACILITIES AND FREQUENCY OF COLLECTION		
Facility Name	Container Type	Frequency
Wellington Storage Site	2 – 20 cy Roll-offs 2 – 30 cy Roll-offs	2x/wk 1x/wk
Village Hall 12300 Forest Hill Blvd.	2 – 8cy 20 – 95 gal 1 – 8cy	3x/wk Recycling SWA – Recycling
Wellington WTP 1100 Wellington Trace	1 – 6cy 1 – 8cy 1 – 20cy	2x/wk SWA – Recycling Roll-off
Public Works 14001 Pierson Rd.	1 – 8cy 4 – 95 gal. 1 – 8cy	2x/wk Recycling SWA – Recycling
Boys and Girls Club/Engineering 1100 Wellington Trace	1 – 8cy	2x/wk
Community Park 3401 South Shore Blvd	1 – 8cy	2x/wk
Wellington Village Park 11700 Pierson Rd.	3 – 8cy 1 – 8cy 2 – 20cy 20 – 95gal	1x/wk 2x/wk Roll-offs Recycling
Wellington WWTP 11860 Pierson Rd.	2 – 4cy 2 – 20cy	2x/wk Roll-offs
Olympia Park 9830 Stribling Way	1 – 8cy	2x/wk
Tiger Shark Cove Park 13800 Greenbriar Blvd.	2 – 8cy	2x/wk
Tennis Center 3100 Lyons Road	1 – 8cy	1x/wk

In addition to collections at the Village Facilities identified above, FCC will collect recyclable materials from designated Village Fire Stations.


## 6.3 Staffing Plan

People are the core of our business and services. FCC has been successful in all of its's new contracts due to the quality of employees it hires, and the training it provides for employees to continue to grow professionally. **FCC has carefully researched the Village of Wellington and determined the number of resources and staff needed to service the Village.**

FCC has a dedicated team of HR professionals that have vast experience sourcing and recruiting new talent. A shortlist of FCC's recent contract commencements and the number of personnel required for each of those operations is a testament to that fact. FCC's HR team utilizes all forms of media to include local newspapers, trade magazines, radio, and online recruiting companies such as Indeed.com and LinkedIn to "get the word out".

### **a. Hiring**

All applicants are required to complete an application, provide necessary documentation such as driver's license, social security card, and depending upon the position they are applying for, additional documents.



Interview Questions- CDL Driver Applicants

Below, please find helpful questions that can be used during the interview stage for CDL drivers.

**Self-Evaluation Questions:**

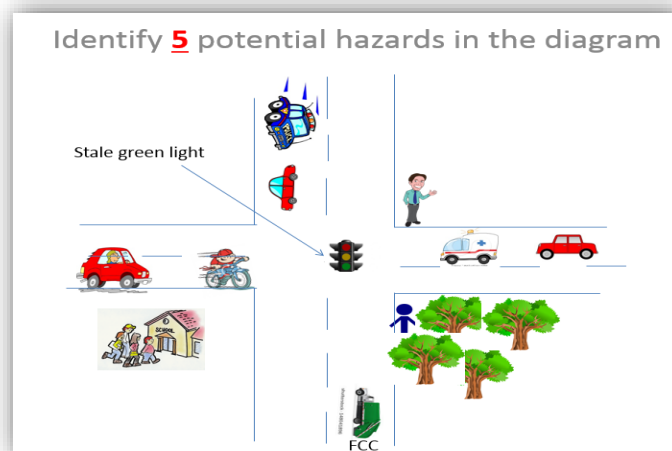
1. What qualities do you possess that you feel would make you successful at this job? Why do you feel that you're the best qualified for this role?
2. Tell me/us about a time when you were faced conflict with a person that you worked with and what did you do?
3. Please explain what you would like most about being a driver for FCC? What do you think would be the most challenging part of being an FCC driver?

**Driving Scenario Questions:**

4. You are approaching an intersection with a stale green light. How do you proceed?
  - a. **Slow down; look both ways; cover brake.**
5. You are stopped at an intersection and the light turns green. How do you proceed?
  - a. **Wait – count to 5 before proceeding; look both ways. Enter the intersection with caution and continue to check both ways. Do not attempt to change lanes while in an intersection.**



**to employees who would be displaced.** As with FCC's previous transitions, will give priority to all employees which meet FCC's employment standards. FCC will ensure that all employees from the incumbent hauler can fill out applications and complete all onboarding materials during hours that will not interfere with the current operations. This allows for FCC to select interview and hire employees, without affecting the incumbent's collection services within the Village of Wellington. Once the application is completed and reviewed; an interview is completed. During this time, if the applicant is applying for a driver position, for example, we utilize several documents, including our safety questionnaire and hazard identification sheet, which is below:



FCC utilizes a third-party administrator (TPA) who investigates the applicant's previous work history; verifies social security information; conducts a criminal and background check and submits a report for our Human Resources department to review and determine if the applicant meets the criteria for the position in which they applied. For our CDL drivers, we also have a driver evaluation form that we use, which is an internal form that utilizes a point system based upon violations and accidents while operating a motor vehicle. We also employ the DOT Pre-Employment Screening Program (PSP) which is a voluntary system that provides information from the FMCSA records for drivers who have a CDL and who provide authorization to FCC.

Along with the verification of past employment, criminal history, etc., we also have a very thorough job description list that we use during the interview to ensure that the applicant has clear knowledge and understanding of the job duties for which he/she is applying; a section of this list is below:

<b>JOB TITLE:</b> Residential Rear-Loader Driver/Helper						
<b>PURPOSE:</b> To drive a rear-loader truck on residential routes to collect and transport solid waste to landfills for disposal. Assists in physically loading waste. Responsible for safely, efficiently, and courteously serving customers.						
Job Duties	Methods, Procedures, Equipment, Material	Skills, Abilities, Knowledge	Physical Requirements (Typical)	Output Productivity	Working Conditions	Essential/Marginal
Performs daily pre- and post-trip inspections. Completes and submits the vehicle condition report at the end of the shift.	Walk around visual inspection to check for water, oil, fuel, and hydraulic system leaks. Inspects safety equipment, gauges, fluid levels and checks to ensure that all equipment and systems are operational. After startup, checks gauges and controls.	Knowledge of the truck and its components, and the basic maintenance requirements for safe operation. Ability to read complete vehicle condition reports.	Walking, bending, climbing, crouching, visually inspecting around and under the truck and its components.	Daily, less than 2% of the day.	Outdoors in all weather conditions.	Essential
Drives the rear-load truck along residential routes to collect waste and, when the truck is full, to the landfill for disposal.	Drives a heavy diesel rear-load truck. Frequent stops. Climbs in and out of truck cab, as needed, to help load residential waste.	Must meet the following requirements: 1.) Class A or B CDL; 2.) One year or equivalent commercial truck driving experience and 3.) In the most recent 36 month period, as verified by a current MVR: a. no more than two-2 moving violations or accidents; b. no suspension or revocation due to a moving violation or accident, and c. no DUI - driving under the influence- convictions. Must demonstrate ability to maneuver truck into and out of minimum clearance spaces, using mirrors to back distances up to approximately 120 feet.	Must have a valid DOT medical card. Sufficient stamina for driving a heavy truck, equipped with a 5 or 7-speed manual transmission, climbing in and out of the truck cab to assist in loading residential waste. Grasping, gripping controls. Able to work utilizing safety equipment, including hearing protection, steel-toed workshoes, utility gloves, reflective vest, and safety glasses.	Approximately 50-60% of work day. Work day varies from 6-12, depending on route type, day of week and seasonal variation. Summer schedule typically requires 55-60 hours per week. Winter schedule is typically 40-48 hours per week.	Outdoors and in an un-air conditioned truck cab, all weather conditions.	Essential

## b. Safety Training

The goal at FCC is to ensure that we train and develop our employees so that they can complete their daily tasks safely and efficiently, while continuously improving and raising their skills, knowledge, and ability to be the best employees.

We create, promote, and foster individual and organizational effectiveness by developing and offering an array of innovative and diverse training topics that support the organization's commitment to employee development, partnership, and overall organizational enrichment.

We adjust our training curriculum based upon trends, regulations, and company protocol.

### i. New Hire Orientation

All employees attend New Hire Orientation Training upon hire and before operating any company-owned equipment. The orientation is comprised of the following:

- Review of FCC policies and procedures.
- Review of Regulatory Training requirements as outlined by OSHA, DOT, FMCSA, and other regulatory agencies.
- Review of Safe Operations of equipment, which includes but is not limited to the operation of Commercial Motor Vehicles; Forklifts, Service Vehicles, and dollies or other equipment that may be utilized to safely complete the required tasks.
- Defensive Driving Techniques. This is an interactive program based upon the classroom curriculum but includes behind-the-wheel training.


## ii. On-The-Job Training

- Employees complete a two-week on-the-job training, utilizing a specialized training curriculum based upon the equipment that will be operated.
- New employees are assigned a mentor or driver trainer who will work with the newly hired employee to ensure that he/she completes the orientation and has full knowledge and understanding of the regulatory, customer, and company requirements.
- Employees continue through the new hire orientation program for 90 days.
- Senior Management will review the records and conduct periodic interviews to ensure that the employee is fully engaged, capable, and trained before being released to work on their assigned task/route/duty.
- The program consists of checklists; questionnaires and observations as well as final review and sign-off from Management that the new employee has completed the training successfully. A sample of the outline is shown below:


Item to be completed	Responsible Person	Due Date	Date Completed
*Operations/Safety Rules & Procedures	Management	*Upon Assignment	
*Professional Truck Driving – Defensive Driving Course – TBD	Management	*Upon Assignment	
Facility Tour Checklist	System Trainer	First Day	
Meeting Management Team	System Trainer	First Day	
Meet support staff	System Trainer	First Day	
*** Shop / Dispatch Observation	Route Manager	Upon Assignment	
(1) Driver OJT Form	New Driver	Daily	
(2) Driver OJT Form	New Driver	Daily	
(3) Driver OJT Form	New Driver	Daily	
(4) Driver OJT Form	New Driver	Daily	
(5) Driver OJT Form	New Driver	Daily	
(6) Driver OJT	New Driver	Daily	
Familiarization Checklist	System Trainer	Within first week	
<b>Solo Route Assignment</b>	Management	Upon Assignment	
<b>Driver Questionnaire</b>	Management	Upon Assignment	
<b>Final Review</b>	Safety	Upon Assignment	


## iii. Periodic Safety Training-Weekly; Monthly and Annual

- All employees are required to attend safety training as outlined in our Safety, Health, and Compliance programs.
- Such training can include but is not limited to: daily tailgate meetings; monthly specific safety topics and annual training. Other training or meetings may be held based upon seasonal activity; weather events or customer requirements.
- A 12-month training calendar is utilized and examples of such topics include: Back to School Safety Awareness; DOT Compliance, such as fit for duty; OSHA training for Personal Protective Equipment.
- All training is documented and maintained.
- An annual review of the training programs is conducted to ensure compliance with regulatory, customer, or company requirements.




**Back to School  
Safety Awareness**





Par-Kan  
Easy Dump  
RD 3100/ RD 3106  
Operations & Safety Guidelines



Seatbelt  
Requirements in a  
CMV

**SEAT BELTS**

are the single most effective traffic safety device for preventing death and injury.

 <b>2020 – 52 Week Safety Training Calendar- all locations</b> <b>Legend: D-Driver; T-Technician; M-MRF; All-all employees</b>	
<b>January</b> <ul style="list-style-type: none"> <li>Backing (all)</li> <li>Cold Stress (all)</li> <li>Slips, trips &amp; falls (all)</li> </ul>	<b>July</b> <ul style="list-style-type: none"> <li>Storm water Management (T,M)</li> <li>Spill Prevention (all)</li> <li>Litter Control (D,T,M)</li> </ul>
<b>February</b> <ul style="list-style-type: none"> <li>Electrical Safety (T,M)</li> <li>Equipment Housekeeping (T,M)</li> <li>Fire Extinguisher training (all)</li> </ul>	<b>August</b> <ul style="list-style-type: none"> <li>LOTO: Basics * (D,T,M)</li> <li>Fire Prevention * (all)</li> <li>Hand Protection-cuts/punctures (all)</li> </ul>
<b>March</b> <ul style="list-style-type: none"> <li>Emergency Response (all)</li> <li>Emergency Action Plan (all)</li> <li>HAZCOM: General Information * (all)</li> <li>First Aid (all)</li> <li>LO/TO Training (all)</li> </ul>	<b>September</b> <ul style="list-style-type: none"> <li>Incident Reporting (all)</li> <li>Modifying Equipment (D,T,M)</li> <li>Make-up Week</li> <li>Prohibited material management (M)</li> </ul>
<b>April</b> <ul style="list-style-type: none"> <li>Hand Safety (all)</li> <li>Hot Work (T,M)</li> <li>Heat Illness * (all)</li> <li>Jack Stands &amp; Chocks (T,M)</li> </ul>	<b>October</b> <ul style="list-style-type: none"> <li>Recording &amp; Reporting Illness/Injury (all)</li> <li>Personal Protective Equipment * (all)</li> <li>Welding, Cutting &amp; Brazing (T,M)</li> <li>Safe Driver Week – 10/15 – 10/21 (D,T)</li> </ul>
<b>May</b> <ul style="list-style-type: none"> <li>Heat Illness * (all)</li> <li>Road Check (D,T)</li> <li>Tire Safety (D,T)</li> <li>Pushing/Pulling (all)</li> <li>Seat Belts (all)</li> <li>Bale storage and stacking (M)</li> </ul>	<b>November</b> <ul style="list-style-type: none"> <li>Bloodborne Pathogens * (all)</li> <li>Powered Industrial Trucks (T,M)</li> <li>Respiratory Protection (all)</li> <li>Random Inspections (D,T)</li> <li>Noise/Hearing Protection (all)</li> </ul>
<b>June</b> <ul style="list-style-type: none"> <li>Walking/Working Surfaces (all)</li> <li>Work Permits (T,M)</li> <li>Confined Spaces: Basics * (all)</li> <li>Ladder Safety (all)</li> <li>Dust Mitigation (M)</li> </ul>	<b>December</b> <ul style="list-style-type: none"> <li>Strains/Sprains (all)</li> <li>Severe Weather (all)</li> <li>Forklift/Aerial Lifts, if applicable (T,M)</li> <li>Fall Protection (all)</li> <li>Confined Space (all)</li> </ul>

#### iv. Re-training due to illness, injury, accident, or absence

Our goal is to ensure that all employees return safely to the FCC facility at the end of the workday and therefore at the company's discretion, we may require employees to complete re-training as necessary. Retraining can include classroom; behind the wheel or one on one review of materials.

#### c. Staffing Plan

FCC is aware that in addition to hiring, training, and providing employees with the necessary tools, the correct number of employees must be hired to properly service the Village of Wellington. That is why FCC is proposing the right amount of personnel needed to ensure that the Village can receive the best level of service. Included below are the personnel levels based on service options as identified in the RFP:

PERSONNEL SUMMARY		
CATEGORY	2-1-1 UNLIMITED YARD WASTE	2-1-1 6 CY YARD WASTE
General Manager	1	1
Operations Manager	1	1
Fleet Maintenance Manager	1	1
Route Manager	3 (*)	3 (*)
Mechanics	7	7
Drivers	23	21
Helpers	6	6
Administrative Assistants	5	5
Customer Service Representatives	2	2
<b>TOTAL</b>	<b>49</b>	<b>47</b>

\* The third route manager will be provided by Jet Hauling and will manage all of the grapple routes.

## 6.4 Equipment List

**All of the FCC proposed front-line vehicles will be new and all of our spares vehicles are going to be in new or like-new condition.** FCC has very good partnerships with all truck and body manufacturers and has communicated with well-known US chassis manufacturers (Mack and Peterbilt) and body manufacturers (Heil and McNeilus). FCC will have the needed collection vehicles ready to deliver at the execution of this contract with the Village of Wellington.

EQUIPMENT SUMMARY - UNLIMITED YW													
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	TOTAL EQUIPMENT			SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE	CHASSIS MODEL	BODY MAKE	BODY MODEL
			NEW	LIKE NEW	SUB-CONTRACTED								
Sideloader Truck	Residential Garbage	6	7			1	DIESEL	2021	28 YD	MACK	LR64R	MCNEILUS	ZR
Rearloader Truck	Residential Garbage	1	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2516 3.5HD
Rearloader Truck Split Body	Residential Yard Waste	2											
	Residential Recycling	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2566 SPLIT 4060
Grapple Truck	Yard Waste and Bulk Waste	7			8	1	DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2018	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
Frontloader Truck	Commercial & Multifamily	2	2			1	DIESEL	2021	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
				1			DIESEL	2019	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
Roll-Off Truck	Commercial	1	1			1	DIESEL	2021		MACK	GRANITE64B	GALBREATH	U5-10-174 60K
				1			DIESEL	2019		MACK	GRANITE64B	GALFAB	60K
Pick up for Route Manager	Supervision	2	1	1			GASOLINE	2021	N/A	FORD	F150	FORD	F150

EQUIPMENT SUMMARY - MAX 6 CY OF YW													
EQUIPMENT TYPE	SERVICE	FRONTLINE EQUIPMENT	TOTAL EQUIPMENT			SPARE EQUIPMENT	FUEL	YEAR	CARGO CAPACITY	CHASSIS MAKE	CHASSIS MODEL	BODY MAKE	BODY MODEL
			NEW	LIKE NEW	SUB-CONTRACTED								
Sideloader Truck	Residential Garbage	6	7			1	DIESEL	2021	28 YD	MACK	LR64R	MCNEILUS	ZR
Rearloader Truck	Residential Garbage	1	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2516 3.5HD
Rearloader Truck Split Body	Residential Yard Waste	2											
	Residential Recycling	3	4			1	DIESEL	2021	25 YD	MACK	GRANITE64B	MCNEILUS	2566 SPLIT 4060
Grapple Truck	Yard Waste and Bulk Waste	5			6	1	DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
							DIESEL	2018	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2019	20 YD	Peterbilt	337	Peterson Lightning Loader	
							DIESEL	2017	20 YD	Freighliner	M2	Peterson Lightning Loader	
Frontloader Truck	Commercial & Multifamily	2	2			1	DIESEL	2021	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
				1			DIESEL	2019	40 YD	MACK	TE64	MCNEILUS	ATLANTIC
Roll-Off Truck	Commercial	1	1			1	DIESEL	2021		MACK	GRANITE64B	GALBREATH	U5-10-174 60K
				1			DIESEL	2019		MACK	GRANITE64B	GALFAB	60K
Pick up for Route Manager	Supervision	2	1	1			GASOLINE	2021	N/A	FORD	F150	FORD	F150

**All collection vehicles will be equipped with 3rd Eye 360-degree Camera System providing GPS and residential curbside vehicles will come with Positive Service Verification (PSV).**



COLLECTION CREW	
1 Driver	
1 ASL Truck	

COLLECTION CREW	
1 Driver 1 Helper	
1 REL Truck	

COLLECTION CREW	
1 Driver 1 Helper	
1 Split Body REL Truck	

COLLECTION CREW	
1 Driver	
1 Grapple Truck	

COLLECTION CREW	
1 Driver	
1 FEL Truck	

COLLECTION CREW	
1 Driver	
1 Roll-Off Truck	

**FCC is also proposing an advertisement space on all collection vehicles for Village messaging.**

The proposed advertisement space is an included option provided by FCC for your educational campaign needs for your community. Each truck will be outfitted with a 3ft x 4ft rotational banner bracket that FCC will offer to the Village for messaging of their choice to be approved by both the Village and FCC. FCC will offer for the rotational banner to be modified each year at no additional cost to Wellington.



## 6.5. Collection Vehicles Purchase Plan

FCC has strong partnerships with all truck and body manufacturers. For basic or normal types of collection trucks, we can typically procure those trucks and have them ready for service within a few months but sometimes it can be a matter of weeks. For specialty trucks or trucks with different types of specs, purchase and build time can vary. FCC can also take advantage of the manufacturer's stock assets that are already built and ready for immediate purchase and deployment.

During this bid process, FCC has already spoken with very well-known US chassis manufacturers (Mack and Peterbilt) and body manufacturers (McNeilus and Heil) to book truck build slots to ensure we will have the proposed equipment on time (by December 1, 2021).

Once we know if we are fortunate enough to be awarded one zone and the service option that the Village has chosen, we will order the collection trucks right away. Commitment letters from Mack and McNeilus showing that all trucks will be delivered to our facility before December 1, 2021, are provided at the end of this chapter.





March 15, 2021

FCC Environmental Services Florida, LLC

5840 Corporate Way, Suite 250

West Palm Beach, FL 33407

RE: City of Wellington – Residential and Commercial Collection Contract

To Whom It May Concern,

Per our discussions and in reference to the contract listed above, Mack Trucks, Inc. possess the availability of production to support a 12/30/2021 contract start date and will deliver the equipment listed hereunder for the City of Wellington contract in Florida no later than 12/01/2021.

Equipment:

- (4) 25 yard REL on Mack Granite Chassis
- (4) 25 yard Split Body REL on Mack Granite Chassis
- (7) 28 yard ZR ASL on Mack LR Chassis
- (2) 40 yard Atlantic FEL on Mack Terrapro (TE) Chassis
- (1) U5 Galbreath ROL on Mack Granite Chassis

We understand that this is in anticipation of an awarded contract and that the experience of production and deliver is of the utmost importance.

Should you have any questions or concerns, please do not hesitate to contact me.

Regards,

*Travis Timmerman*

Travis Timmerman

Director, Vocational Sales

Mack Trucks – National Accounts

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Mack Trucks North America Sales  
7900 National Service Road  
Greensboro, NC 27409  
USA

---

MAIN +336 393 6004

MackTrucks.com




March 15, 2021

Attn: Tom Lanzon  
FCC Environmental Services Florida, LLC  
5840 Corporate Way, Suite 250  
West Palm Beach, FL 33407

Dear Mr. Lanzon,

Thank you for the opportunity to work with you on the Wellington, Florida contract. With chassis arrivals to McNeilus at ten weeks prior to body exit factory, McNeilus Truck and Manufacturing has the production capacity to deliver the required Refuse Collection Vehicles (4 Rear End Loaders, 4 Split Body Rear End Loaders, 7 Zero Radius Automated Side Loaders, and 2 Atlantic Front End Loaders) to FCC by December 1, 2021 for the December 30, 2021 contract start.

Sincerely,



Andy Cox  
Senior National Account Manager  
McNeilus Truck and Manufacturing  
524 East Highway Street  
Dodge Center, MN 55927

**McNEILUS TRUCK AND MANUFACTURING**

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 | 507.374.8321 | FAX 507.374.8364

[mcneiluscompanies.com](http://mcneiluscompanies.com)

## 6.6 Commercial & Multifamily Containers Distribution

FCC has excellent partnerships with mechanical container and residential cart manufacturers with multiple successful experiences that will ensure an easy purchase process, and seamless transition for the residents and businesses in the Village of Wellington.

For example, in 2019 FCC transitioned the Palm Beach contract which required the purchase, assembly/delivery (A&D) of 110,088 residential carts to be distributed to the residents within FCC's collection zones. Additionally, **FCC successfully distributed over 2,700 front load containers** to the commercial/multi-family customers within its franchised zone.

In 2020, FCC transitioned the City of Omaha into a carted collection system, providing residents two carts for Garbage and Recycling services. This successful project was transitioned amid the COVID-19 pandemic and required FCC to provide over 290,000 carts to the City of Omaha.

Additionally, FCC has successfully assembled & delivered front load mechanical containers in many other municipalities, like the City of Rowlett (460 FEL Containers), Polk County Facilities (102 FEL Containers), Volusia County Facilities (99 FEL Containers), and City of Edgewood (114 FEL Containers) among others.

FCC has been successful in these transitions, all of which come with different challenges, thanks to its ability to diligently plan and work with incumbent haulers. **For the Village of Wellington, FCC will provide commercial customers with new mechanical containers based on their needs.**

If selected to provide service to the Village of Wellington, FCC will work with the incumbent hauler to receive all commercial container locations within the Village of Wellington. FCC's transition team will then work to communicate with all commercial customers, ensuring that they are aware of the change of service. This commercial audit and customer communication will allow FCC to accurately determine the commercial container sizes and quantities needed for the commercial customers within the Village of Wellington.



Once this commercial audit has been completed, commercial containers will be ordered. A detailed timeline on the assembly and distribution of commercial containers has been included in chapter 5.4 of the transition plan. During this process, FCC will continue to communicate with the incumbent hauler, and Village staff to ensure that its delivery of containers does not affect any of the Village's services.

## 6.7 Maintenance Program

FCC understands that the safety, cleanliness, and overall image of the Village and its residents are impacted by the condition and performance of our fleet. Furthermore, we understand that properly maintaining our fleet helps ensure that we can maintain a continuous and uniform level of collection services that protect the health, safety, and welfare of the community.

### a. Maintenance Program

Our Maintenance Program (MP) establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by FCC. These procedures reduce breakdowns and accidents within our fleet and provide us with trouble-free, safe, and efficient operations. Our objective is to provide residents with the safest, cleanest, and most reliable vehicles in operation. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association.

This program applies to all of FCC's collection vehicles. It encompasses the mandatory Department of Transportation (DOT) inspection criteria. Any vehicle that does not meet these minimum standards will not be operated until those defects have been properly corrected. We perform quality control audits and self-inspections for compliance with our maintenance programs, enabling us to identify areas of improvement and correct deficiencies.

FCC believes that proper vehicle maintenance and inspections are necessary to maintain the collection vehicles in a safe and operational function. Proper maintenance and inspections are not only beneficial to FCC, it is as well for the communities and Cities that it services. To accomplish this, FCC has set up procedures and schedules to ensure all of its collection vehicles receive the proper maintenance and repairs.


Before starting their day, and at the end of their collection day, all FCC drivers perform a stringent Pre-Trip/Post-trip inspection on their vehicles. To ensure the collection vehicles maintain a certain level, Drivers check the following:

- Tires, Wheels, and Rims
- Engine, Oil, Fuel, and Coolant
- Service Bakes and all connections
- Parking (hand) brakes
- Steering Mechanisms
- Horns
- Instruments and Gauges
- Lights and Reflectors
- Emergency Equipment



- Windshield Wipers
- Rear Vision Mirrors Coupling Devices
- License Plate and Registration and;
- Vehicle Damage

In addition to the items that are inspected at the beginning or end of the day, drivers fill out any additional repair items that are needed to be addressed before the next collection day. A Sample of this Daily Driver's Inspection & Vehicle Inspection Report is included below:



**DAILY DRIVER'S INSPECTION &  
VEHICLE INSPECTION REPORT**

DATE: \_\_\_\_\_

VEHICLE NUMBER: \_\_\_\_\_  
 Ending Hour Meter (No Tenths): \_\_\_\_\_  
 TRUCK EMPTY: ☐ Yes ☐ No

DRIVER NAME  
(PRINT IN BLOCK LETTERS): \_\_\_\_\_  
 Ending Odometer (No Tenths): \_\_\_\_\_  
 CAB CLEAN: ☐ Yes ☐ No  
 CLEAN BEHIND BLADE: ☐ Yes ☐ No


PRE-TRIP INSPECTION DOT 396.13A	POST-TRIP INSPECTION DOT 396.11
<input type="checkbox"/> Tires, Wheels, and Rims <input type="checkbox"/> Engine, Oil, Fuel, and Coolant <input type="checkbox"/> Service Brakes and all Connections <input type="checkbox"/> Parking (Hand) Brake(s) <input type="checkbox"/> Steering Mechanism(s) <input type="checkbox"/> Horn(s) <input type="checkbox"/> Instruments and Gauges <input type="checkbox"/> Lights and Reflectors <input type="checkbox"/> Emergency Equipment <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Rear Vision Mirrors <input type="checkbox"/> Coupling Devices <input type="checkbox"/> License Plate(s) and Registration <input type="checkbox"/> Vehicle Damage	<input type="checkbox"/> Tires, Wheels, and Rims <input type="checkbox"/> Engine, Oil, Fuel, and Coolant <input type="checkbox"/> Service Brakes and all Connections <input type="checkbox"/> Parking (Hand) Brake(s) <input type="checkbox"/> Steering Mechanism(s) <input type="checkbox"/> Horn(s) <input type="checkbox"/> Instruments and Gauges <input type="checkbox"/> Lights and Reflectors <input type="checkbox"/> Emergency Equipment <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Rear Vision Mirrors <input type="checkbox"/> Coupling Devices <input type="checkbox"/> License Plate(s) and Registration <input type="checkbox"/> Vehicle Damage

I have performed the above inspection and found each item in proper working order or I have noted defects below.  
 Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

I have performed the above inspection and found each item in proper working order or I have noted defects below.  
 Driver's Signature \_\_\_\_\_ Date \_\_\_\_\_

**VEHICLE CONDITION REPORT**  
 CHECK ALL DEFECTS CHECK IF NO DEFECTS NOTED ☐

<b>ENGINE</b> <input type="checkbox"/> Coolant Leaks <input type="checkbox"/> Fuel Leaks <input type="checkbox"/> Oil Leaks <input type="checkbox"/> Misses <input type="checkbox"/> Overheats <input type="checkbox"/> Noises <input type="checkbox"/> Smoking <input type="checkbox"/> Low Oil Pressure <b>BRAKES</b> <input type="checkbox"/> Service Brakes <input type="checkbox"/> Parking Brakes <input type="checkbox"/> Air/Hydraulic Leaks <input type="checkbox"/> Pulls to Left/Right <input type="checkbox"/> Brake Inspection Needed <b>STEERING</b> <input type="checkbox"/> Loose <input type="checkbox"/> Shimmy <input type="checkbox"/> Steers Hard <input type="checkbox"/> Pulls to Left/Right <b>INSTRUMENTS AND GAUGES</b> <input type="checkbox"/> Air Pressure Gauge/Alarm <input type="checkbox"/> Amp Meter/Volt Gauge <input type="checkbox"/> Temperature Gauge <input type="checkbox"/> Windshield Wipers <input type="checkbox"/> Speedometer <input type="checkbox"/> Tachometer <input type="checkbox"/> Windshield Wipers/Washer <input type="checkbox"/> Horn(s) <input type="checkbox"/> Back Up Alarms	<b>LIGHTS</b> <input type="checkbox"/> Headlights <input type="checkbox"/> Stop and Tail Lights <input type="checkbox"/> Turn Signals <input type="checkbox"/> Marker Lights <input type="checkbox"/> Reflectors <input type="checkbox"/> Dash Lights <input type="checkbox"/> Blade Lights <input type="checkbox"/> Strobe Lights <b>CAB/CHASSIS</b> <input type="checkbox"/> Radio Antenna <input type="checkbox"/> Battery Box/Cover <input type="checkbox"/> Door <input type="checkbox"/> Seat Belts <input type="checkbox"/> Mirrors and Cab Glass <input type="checkbox"/> Triangle Reflectors <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Coupling Device(s) <input type="checkbox"/> License Plate(s) <input type="checkbox"/> Registration <input type="checkbox"/> Accident Kit <b>SPRINGS</b> <input type="checkbox"/> Broken <input type="checkbox"/> Loose U-Bolts <b>CLUTCH</b> <input type="checkbox"/> Noisy <input type="checkbox"/> Slipping <input type="checkbox"/> Adjust Clutch <b>REAR AXLE</b> <input type="checkbox"/> Noisy	<input type="checkbox"/> Grease-Leaks <b>DRIVE LINE</b> <input type="checkbox"/> Foreign Material <input type="checkbox"/> Noisy <input type="checkbox"/> Vibrations <b>TRANSMISSION</b> <input type="checkbox"/> Noisy <input type="checkbox"/> Jumps Out of Gear <input type="checkbox"/> Hard Shifting <input type="checkbox"/> Grease Leaks <b>ELECTRICAL</b> <input type="checkbox"/> Will Not Start <input type="checkbox"/> Will Not Charge <input type="checkbox"/> Will Not Shut Down <input type="checkbox"/> Battery Cut Off Switch <b>BODY</b> <input type="checkbox"/> Hydraulic Leaks <input type="checkbox"/> Left Side <input type="checkbox"/> Right Side <input type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> Top Door <input type="checkbox"/> Rear Door <input type="checkbox"/> Left Side
--	---	--

**FLUIDS:**  
 FUEL (In House): \_\_\_\_\_ GALS  
 FUEL (Off Site): \_\_\_\_\_ GALS  
 ENGINE OIL: \_\_\_\_\_ QTS  
 ANTI-FREEZE: \_\_\_\_\_ GALS  
 DEF FLUID: \_\_\_\_\_ GALS  
**OUT-OF-STATE TRAVEL**  
 STATE \_\_\_\_\_ MILES \_\_\_\_\_  
 STATE \_\_\_\_\_ MILES \_\_\_\_\_  
 DOT ROADSIDE INSPECTION PERFORMED ☐  
**TIRES, WHEELS, & RIMS**  
☐ Flat  
☐ Low Air Pressure  
☐ Marginal Tread  
☐ Loose Lug Nuts  
☐ Cracks, Cuts, or Damage  
☐ Grease Leaks  

**WRITE SPECIAL INSTRUCTIONS HERE:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**DRIVER/MECHANIC CONSULTATION (Optional)**  
 \_\_\_\_\_  
 MECHANIC'S NAME \_\_\_\_\_

CORRECTIVE ACTION / REPAIRS MADE AS PER DOT 396.11(i)  
 I CERTIFY THAT: ☐ ITEMS NOTED DO NOT EFFECT THE SAFE OPERATION OF THIS VEHICLE  
☐ REPAIRS OF THE NOTED DEFECTS HAVE BEEN CORRECTED

MECHANIC'S SIGNATURE: \_\_\_\_\_  
 VEHICLE REPAIR ORDER NUMBER: \_\_\_\_\_  
 DRIVER'S REVIEW SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

WHITE - TRUCK FILE
YELLOW - DRIVER

Preventative maintenance is a key tool that FCC uses to ensure all of its collection vehicles are safe to operate. Using industry stands, FCC has determined the intervals in which it performs all of its preventative maintenance on vehicles. To track these items, FCC uses an Enterprise Waste Information System to track all preventative maintenance that is required. All maintenance is performed by FCC mechanics to ensure all repairs meet FCC stringent standards.

Preventive Maintenance Center

Filters

Asset Type

☒ Vehicles ☐ Containers

Vehicle Type: 

- ALL -

Vehicle: 

- ALL -

PM Schedule: 

- ALL -

☐ Only Show Assets Due for PM

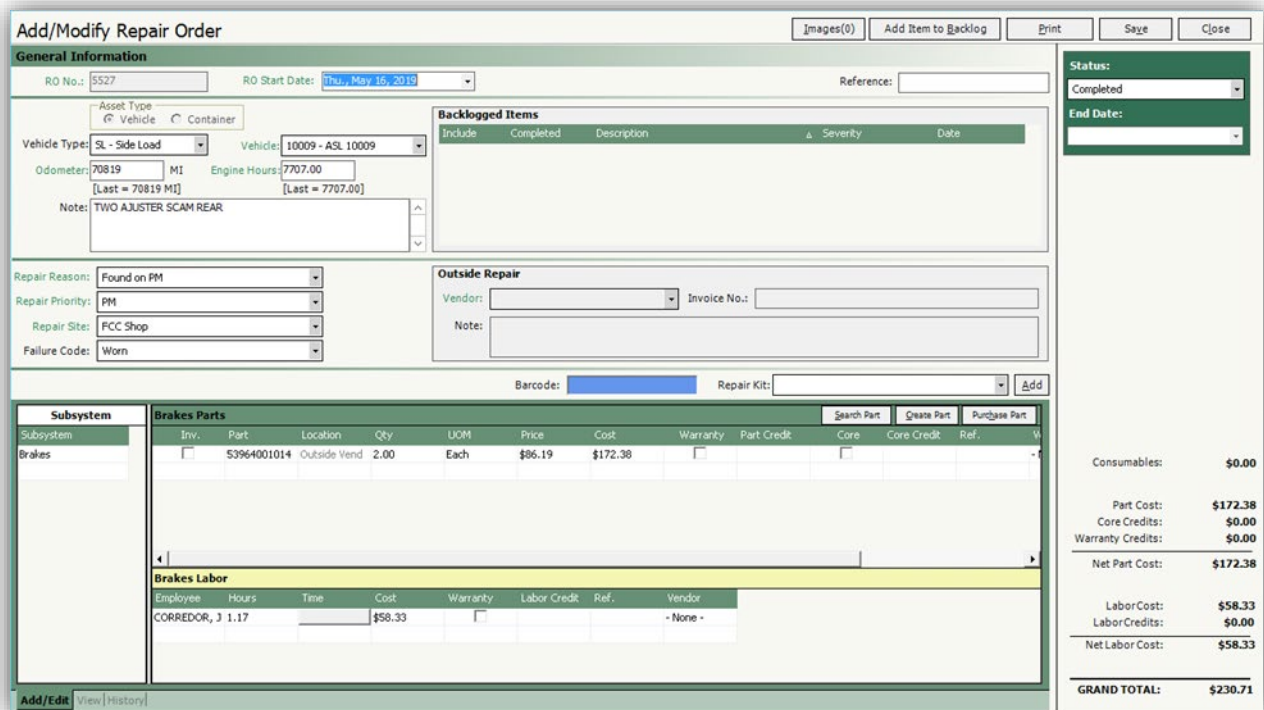
Asset with PM

Open RO's	RO Date	RO Status	PM Schedule	Vehicle	RO Descrip...	Vehicle Type	Due Date	Dist. Until N...	Days Until Next PM	Engine Hrs. Until Next PM
0			02-B PM - 450 Oil Change	10002-ASL 10002		Side Load				0/450 (-174%)
0			03-C PM	10002-ASL 10002		Side Load				0/1350 (-15%)
0			04-D PM	10002-ASL 10002		Side Load	10/20/2020		338/365 (92%)	
0			05-CNG Filter	10002-ASL 10002		Side Load				0/600 (-34%)
1	8/11/2020		06-Hydraulic Filters	10002-ASL 10002		Side Load				30/1150 (1%)
0			08-Valve Adjustment	10002-ASL 10002		Side Load				0/2000 (0%)
0			09-Transmission Filter	10002-ASL 10002		Side Load				0/3000 (-6%)
0			10-Hydraulic Oil	10002-ASL 10002		Side Load				26/11500 (15%)
0			11-Transmission Oil	10002-ASL 10002		Side Load				26/11500 (15%)
0			12-Coolant	10002-ASL 10002		Side Load				26/11500 (15%)
0			13-Differential Oil	10002-ASL 10002		Side Load				18/11500 (15%)
0			14-Arm Inspection - ASL	10002-ASL 10002		Side Load				0/600 (-130%)
0			15-Spark Plugs - CNG	10002-ASL 10002		Side Load				0/1500 (0%)
0			16-CNG Tank Inspection	10002-ASL 10002		Side Load	1/27/2021		338/365 (92%)	
0			01-A PM	10003-ASL 10003		Side Load				1/150 (5%)
0			02-B PM - 450 Oil Change	10003-ASL 10003		Side Load				8/450 (1%)
0			03-C PM	10003-ASL 10003		Side Load				0/1350 (-540%)
0			04-D PM	10003-ASL 10003		Side Load	9/17/2020		338/365 (92%)	
0			05-CNG Filter	10003-ASL 10003		Side Load				8/600 (1%)
0			06-Hydraulic Filters	10003-ASL 10003		Side Load				0/1050 (-738%)
0			08-Valve Adjustment	10003-ASL 10003		Side Load				0/2000 (-387%)
0			09-Transmission Filter	10003-ASL 10003		Side Load				0/3000 (-189%)
0			10-Hydraulic Oil	10003-ASL 10003		Side Load				0/4500 (-126%)
0			11-Transmission Oil	10003-ASL 10003		Side Load				0/6000 (-82%)
0			12-Coolant	10003-ASL 10003		Side Load				0/6000 (-82%)
0			13-Differential Oil	10003-ASL 10003		Side Load				0/7200 (-85%)
0			14-Arm Inspection - ASL	10003-ASL 10003		Side Load				0/600 (-1293%)
0			15-Spark Plugs - CNG	10003-ASL 10003		Side Load				0/1500 (-450%)
0			16-CNG Tank Inspection	10003-ASL 10003		Side Load	1/27/2021		338/365 (92%)	

FCC is aware that its collection equipment receives a high level of use. Due to the wear that these trucks receive, repairs will be required. As was mentioned above, once repairs are documented on the Drivers Inspection & Vehicle Inspection Report, FCC's team of mechanics makes the repairs to the equipment that have been identified by the drivers. Additionally, during the Preventative Maintenance process, mechanics search for and identify any additional repairs that need to be done on the collection vehicles.

## b. Maintenance Reporting & Tracking

Using FCC's Enterprise Waste Information System, mechanics populate work orders to ensure all repairs are documented. All repairs are then tracked and documented, ensuring that any trends are identified to remedy all collection vehicles.



**Add/Modify Repair Order**

RO No.: 5527 RO Start Date: Thu, May 16, 2019 Reference:

Asset Type: ☒ Vehicle ☐ Container

Vehicle Type: SL - Side Load Vehicle: 10009 - ASL 10009

Odometer: 70819 MI Engine Hours: 7707.00  
[Last = 70819 MI] [Last = 7707.00]

Note: TWO AJJUSTER SCAM REAR

Repair Reason: Found on PM

Repair Priority: PM

Repair Site: FCC Shop

Failure Code: Worn

Backlogged Items

Include	Completed	Description	Severity	Date

Outside Repair

Vendor: Invoice No.:

Note:

Barcode: Repair Kit: Add

Subsystem	Inv.	Part	Location	Qty	UOM	Price	Cost	Warranty	Part Credit	Core	Core Credit	Ref.
Brakes		53964001014	Outside Vend	2.00	Each	\$86.19	\$172.38					

Employee	Hours	Time	Cost	Warranty	Labor Credit	Ref.	Vendor
CORREDOR, J	1.17		\$58.33				- None -

Consumables: \$0.00

Part Cost: \$172.38

Core Credits: \$0.00

Warranty Credits: \$0.00

Net Part Cost: \$172.38

Labor Cost: \$58.33

Labor Credits: \$0.00

Net Labor Cost: \$58.33

**GRAND TOTAL: \$230.71**

All the information recorded is kept in our database providing us with detailed vehicle history.

## c. Procedures for Breakdowns and Time Off

FCC prides itself on completing all assigned work on the day of assignment and provides, world-class service to all of our customers.

FCC accomplishes this in several ways.

- 1) FCC properly trains all driver teams from their first day of employment in best practices, safety, and incident mitigation procedures.
- 2) FCC recognizes that unanticipated issues arise and we staff our locations with a sufficient number of swing drivers that are routinely cross-trained so that any issues are dealt with before they show up. It is the habit of FCC to overstaff upon start of any new contract, profit margins notwithstanding, to maintain both our reputation for excellent completion of services and excellent customer service starting on day one.

- 3) FCC utilizes all of its GPS tracking software to compare that day's routes with the track of the assigned trucks before allowing them to return to FCC's yard, particularly at the start of each contract. As each driver team reports completion, FCC dispatch and Route Managers review the tracking to confirm completion of the routing in question. If there is any question, the driver-crew is redeployed to the area in question to either complete or confirm collection.

After normalization, we set up a Standard Operating Procedure related to incidents, breakdowns, accidents, and employee issues that ensure we can maintain service in the event of unforeseen events or circumstances. While no one company can guaranty that all services will be flawless all of the time, FCC prides itself on the level of preparedness and redundancy built into our business model.

#### Breakdowns/Accidents

- 1) FCC will maintain a spare ratio between 27% to 30% depending on the level of YW service that is selected, and well above the industry standard, to ensure that the Villages service is consistent.
- 2) In the event of a breakdown, Dispatch is notified. Dispatch immediately begins the dual task of notifying Maintenance of an issue and deploying a recovery plan depending upon the issue in question. Dispatch's recovery plan may include anything from other drivers finishing their routes early and assisting with the completion of the impaired route, to the actual driver on that route taking another truck to complete the route or any combination of the above.
- 3) Maintenance will immediately deploy assets to either remove the truck from the route or repair it in place so that the driver will be able to continue.

#### Employee Time Off; Planned or Unplanned

- 1) At the start of the contract, as stated above, FCC will be overstaffed to accommodate the vagaries of "new employees".
- 2) After normalization, there will be enough spare drivers trained for each route to deliver comparable service levels to the normal route drivers.
- 3) With "sick calls", the same swing drivers, already cross-trained to the routes in question, will be employed to compensate for regular route driver absences. Additionally, internal controls are already in place to minimize the occurrence of unanticipated absences.

By using this method of operation as a standard operating procedure, FCC ensures to complete collections for its residential customers no matter the issue faced by operations personnel to include being short on drivers or trucks, on the day scheduled for collection. FCC is confident that the current operational procedures that are standard in FCC's business model provide the highest likelihood of route completion in the industry without exception.

## 6.8. Office, Storage Yard, Garage, and Maintenance Facility

**FCC currently has a yard and office within Palm Beach County (less than 25 miles from the Village) and will provide the Services for the Village of Wellington from this location.**

## 6.9 Safety

At FCC, we have a strong sense of commitment from the top level down. We have direct participation of our Senior Leadership Team in all areas including the critically important aspects of safety, environmental, security and customer service. We continuously review and modify our policies and practices to ensure that we have top-level involvement in all aspects of the company.

All members of the Management Team are unified in their way of thinking about safety, the environment as well as other aspects of the company and incorporate these beliefs in their daily decision making to ensure that their respective employees are safe; their customers experience the highest quality of service and that we provide an efficient and cost-prohibitive service to our communities.

As with any organization, FCC has several policies and procedures that we have developed and implemented throughout the years. As we continue to grow and develop, we include our Management Team as we develop new policies and/or procedures. These are reviewed amongst the Leadership and based upon feedback and comments, the documents are established; vetted, and communicated to our employees.

We have a very transparent system and work diligently to include all levels when developing and implementing policies and procedures. Our goal is to ensure that the organization maintains the highest standard of compliance with not only FCC's policies and procedures, but also agencies that oversee our industry. These agencies include OSHA and DOT.

### Collection Rules to Live By:



- Always be fit and ready for work, to include proper PPE
- Never ride on the riding steps if the vehicle is backing
- Never back a dual driver vehicle from the right side without the proper mirrors, camera(s)/monitors
- Never exceed the speed limits
- Always wear your seat belt
- Always follow energy isolation procedures
- Never snake or zigzag – placing truck in the lane of oncoming traffic
- Never double side unless approved by your Manager
- Always comply with disposal location policies and procedures
- Always apply parking brake when exiting a vehicle
- Always follow company mobile device policy while driving

At FCC, we believe that all incidents no matter the size, cost, or type should be reported, investigated, and tracked to help determine the root cause so that we can make changes, if necessary, to ensure that the incident does not occur again. Similarly, all accidents, injuries, and hazards involving the company's customers, vendors, contractors, or any other person who is on company premises, even accidents, injuries, and hazards that are deemed non-serious, must also be reported. We believe through the full knowledge of every event, our company can become safer and a healthier place to work. There is no penalty for anyone who wishes to report a safety concern or condition. Included below is the list of OSHA recordable injuries for the past 5 years.

#### LIST OF OSHA RECORDABLE INJURIES BY YEAR

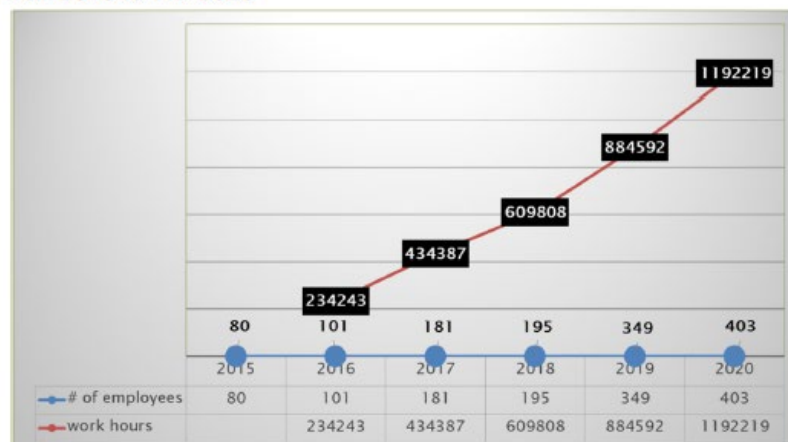
(Please note that we utilize temporary workers, which we report their injuries as well)

#### YOY Employee and Work Hours Count

\*represents FCC full time employees only

107% growth from 2018 to YTD 2020

404% growth from 2015 to YTD 2020



**OSHA Violations:** The company has not been assessed any OSHA violations.

**DOT Violations:** Other than roadside inspections of vehicles, the company has not been assessed any DOT violations.



The goal at FCC is to ensure that we train and develop our employees so that they can complete their daily tasks safely and efficiently, while continuously improve and raise their skills, knowledge, and ability to be the best employees. We create, promote, and foster individual and organizational effectiveness by developing and offering an array of innovative and diverse training topics that support the organization's commitment to employee development, partnership, and overall organizational enrichment.

We adjust our training curriculum based upon trends, regulations, and company protocol. Every employee completes an on-the-job training course that is designed for the equipment that they will be operating. Each line of business (LOB) has a separate training packet that new employees complete. It is designed to complement their first 90 days of employment and to ensure that FCC is providing all the tools and resources available and necessary to formulate and build the new employee into a successful, safe, and productive individual. The program consists of checklists; questionnaires and observations as well as final review and sign-off from Management that the new employee has completed the training successfully.

We also utilize various resources for training along with a calendar that lists the topics. We use Vertical Alliance, a third-party administrator (TPA) that assists us with on-line video training. Vertical Alliance has a video library of over 700+ videos that cover a variety of topics from Safety, OSHA to DOT, and Human Resources. The videos are easy to understand and the system tracks the progress as the employee watches the video. There is a short quiz that everyone must take and pass to earn the training credit. We also use hand-outs; PowerPoint presentations and hands-on demonstrations such as vehicle inspections and group activities.

Also as part of our training, we conduct route observations on our employees to ensure that they understand the expectations of the job, but also that they are applying what they learned in the classroom to the roadways and communities in which we operate. As part of our re-training program, we utilize the same format and materials as mentioned above. We conduct re-training when an employee is involved in a preventable incident; due to a poor or undesirable observation or as necessary.

We always recommend that as we start a new contract that we build the relationship with our customer(s) and have an open-door policy to discuss any issues that arise so that both organizations can benefit; learn and improve on operations; safety and efficiency. Collaboration is the key to ensure that everyone has a clear and thorough understanding of the expectations.

## 6.10 Customer Service

### a. Local Customer Service Team

Our trained customer service team is available during regular business hours to assist with the Village of Wellington resident's waste management needs. All calls received from the Village of Wellington representatives, residents, or customers are handled by local representatives located at our Palm Beach County facility. As a company we don't use centralized call centers, so we can be closer to our customers and provide that local relationship and knowledge. FCC will keep a record of all calls it receives regarding inquiries, missed pickups, complaints, etc.

The customer service center will be equipped with sufficient telephones and will have responsible personnel in charge between the hours of 8 a.m. and 5 p.m., Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays. For after office hours, the local office will have a voicemail system. Voicemails from Customers will be returned on the next Business Day. These calls receive priority handling as soon as it is feasible so that all customers' needs are addressed as quickly and professionally as possible. Also, supervisors are available 24-7 as needed in case of emergency or urgent situations.

FCC will staff one Customer service representative at the Village's office, during the first operating month to ensure it can assist the Village in addressing customer complaints concerning the new service.

### b. Customer Complaint Resolution Procedures

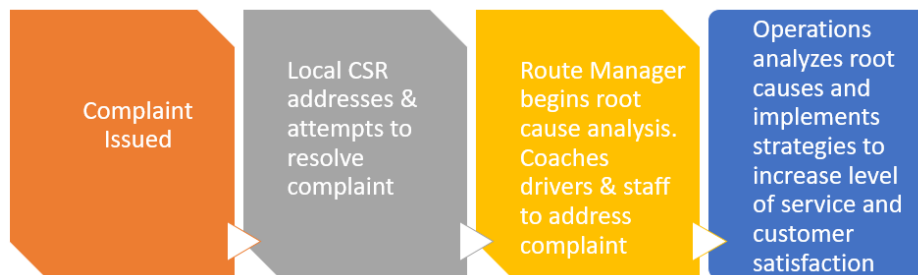
FCC's complaint resolution procedure will provide that the customer complaint will be responded to before 6:30 PM if received before noon on the same day. Any complaints received after noon will be resolved by noon the following day. If FCC is unable to resolve a complaint within the allotted times, FCC will notify the Village and provide documentation to the Village's satisfaction explaining the reasons the complaint cannot be satisfied.

FCC's representatives are trained to work with operations to help resolve any customer complaints that may arise. Training our representatives to work with operations, allows them to quickly resolve customers' issues on the first call, increasing the level of satisfaction of our customers. Additionally, this method allows the operational team to see areas of improvement as they work to address issues with the customer service representatives, ensuring an increased level of service while maintaining a consistently high level of customer satisfaction.



### c. Procedures for Missed Collections and Service Issues

We at FCC understand that if a mistake is made, a timely recovery is essential to maintain customer service expectations. When a missed collection complaint is received, FCC will have the ability to verify the validity of the complaint through both GPS tracking and photographic means, in the event of a tracking or photo failure, it is often possible to retrieve video of the incident in question promptly. If FCC can't complete verification for any reason, FCC will err on the side of caution and make a courtesy collection in the same manner as a verified miss.



In the specific event of a missed collection complaint reported and verified before noon FCC will dispatch a truck to service the location on the same day. If missed collections are reported after noon, then top priority is assigned for morning resolution the next day (no later than noon). In the event of a verified "Late Set", FCC may still dispatch a truck for a courtesy service provided such dispatch does not endanger the completion of the then currently scheduled routes.

All missed collections are verified by Route Managers. A Root Cause Analysis is completed to ensure proper procedures are followed and to limit these missed collections. Drivers, Helpers, and customer service representatives are then coached to improve processes and communication with the customers to ensure satisfaction.

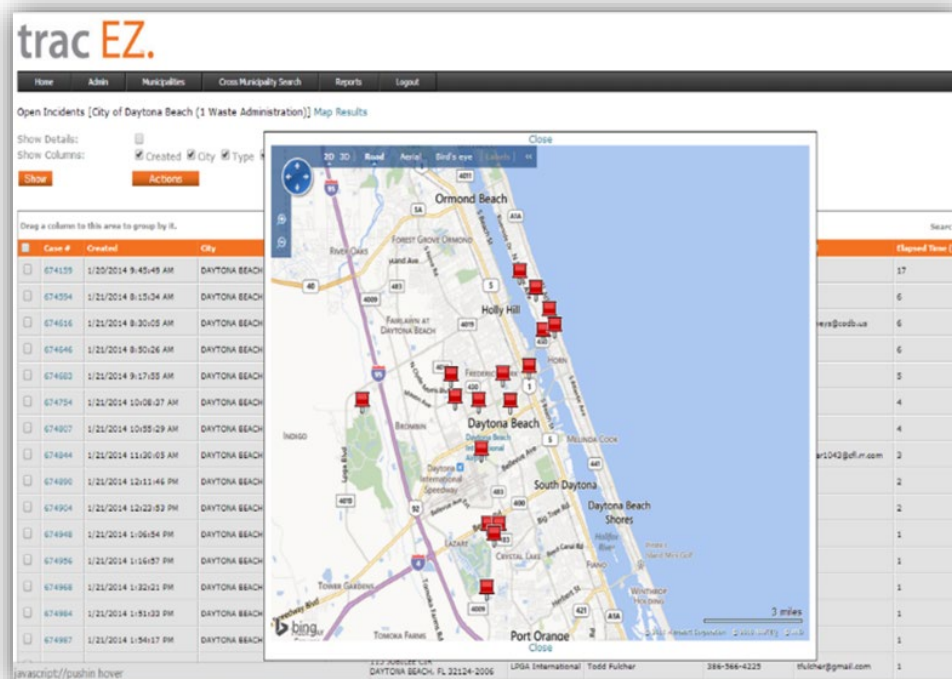
**FCC will use the Trac EZ system** ([traceinfo.com](http://traceinfo.com)) to track, document, and respond to any matter related to Collection Services, complaints, inquiries, service requests, etc. This web-based system will be available to the Village. It will be used to monitor inquiries and requests and provide the reporting tools for the Village of Wellington to gauge the level of service its residents receive.

The system is real-time, and all data is made available to all users as soon as it is entered into the system. FCC will provide the Village with access to this system as requested and will allow the Village to:

- Monitor complaints
- Identify locations of the customer complaints in real-time
- Compare current and historical complaints
- Create reports identifying open, pending and closed work orders

Trac EZ links will be provided to the Village of Wellington allowing residents to input complaints and compliments through the Village's website. All tracking information will be customized for the Village of Wellington, allowing the Village to choose the categories to track as well as customize the categories to the specific needs of its residents.

This tool will be made available to the Village if it wishes to have a Customer Complaint/Compliment system, and does not have one it already uses.



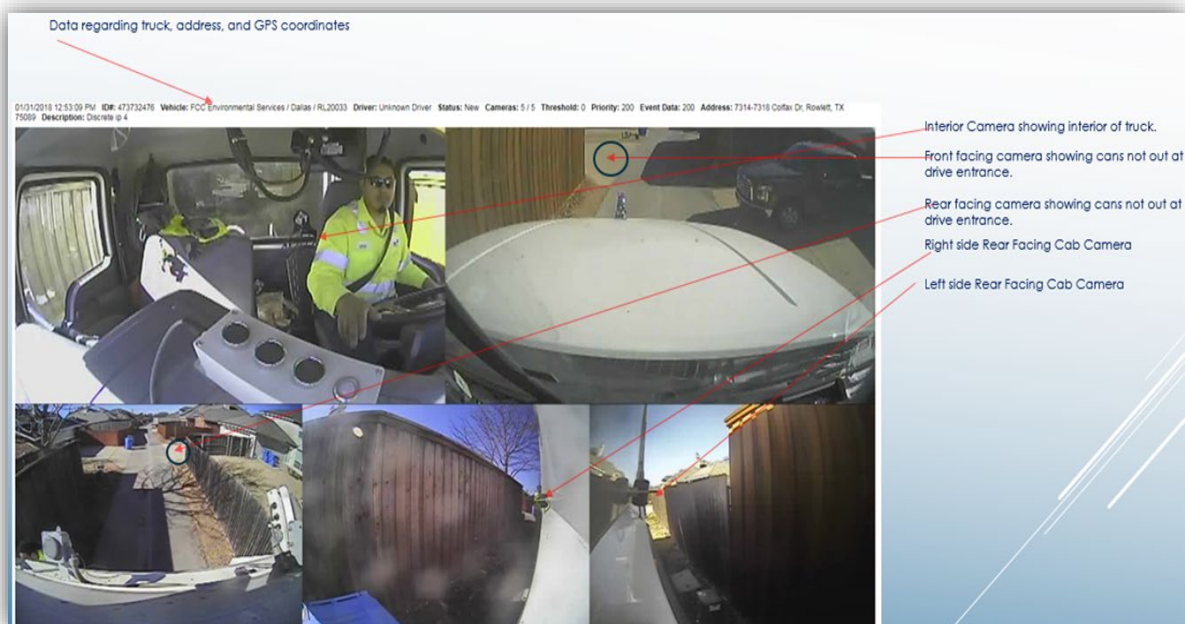
In all cases, we utilize our GPS and 3<sup>rd</sup> Eye camera technology to verify service completion. This information can be very valuable if there is a repeat issue that a manager needs to speak directly to a customer to resolve.

#### d. GPS Utilization & Tracking

**FCC utilizes AWTI 3rd Eye** daily to track trucks on the route, monitor real-time performance while providing similar historical data to verify service from previous routes. Through FCC's web-based 3rd Eye portal, we can track real-time any historical information about the movement of each of our pieces of equipment.

Additionally, the individual drivers can utilize the onboard 3rd Eye cameras to record service issues such as blocked access or late set-outs. This information is crucial for not only daily route performance and service completion but is also an important tool to identify routing concerns to improve efficiency and conducting damage claim investigations.

In addition to the route verification application of 3rd Eye, FCC also uses it to monitor driver safety performance. The 3rd Eye system records events that exceed certain thresholds such as speed, pitch, and yaw, even recording impacts and travel over rough roadways. An analyst evaluates pushed video for infractions of safe driving rules and forwards video of these infractions directly to the appropriate manager to coach the driver appropriately. This system is so beneficial to us and our customers that it is now standard in all FCC equipment.



The AWTI 3rd Eye has the following additional features to match the Village's Service Verification System requirements:

- Capability to generate and download reports related to the Collection Service.
- Real-time and historical map-based vehicle location visibility of all Collection Vehicles.
- Direct access to view GPS data, photos, and video recordings.

FCC will give access to the Village to utilize **Positive Service Verification** features of Third Eye, which provides photos of confirmed service and breadcrumb GPS tracking. Positive Service Verification allows the Village as well as staff to see verification of service on a house-by-house basis. All service points are confirmed via GPS, time-stamped, and paired with an image of the location.

In addition to providing the Village access to the Positive Service Verification, FCC will provide daily uploads of its collection vehicle GPS data meeting the Village's requirements:

- Ping Rate of every 5 seconds
- GPS data can be made available in CSV or ASCII tabular format, with columns for Longitude/Latitude Coordinates, as well as the date and time stamps.

#### **e. Internal Communication System**

FCC will employ the use of **multi-channel 2-way radios** to maintain constant communication between route managers, drivers, and dispatch. To maximize the efficiency of communication, radio discipline will be enforced along with zoned channel assignment according to Line of Business. A daily roll call will be conducted at the midpoint of the day to ascertain route status early enough to recover routes that are experiencing difficulty.

Route Managers will, as a matter of routine, contact each driver and inquire as to their current route status. As they receive the midday reports, they will develop and implement contingency plans to mitigate route inefficiencies related to breakdowns, driver/helper difficulties, or unanticipated participation rates.

- 1) The start of the day will begin with a "Tailgate Meeting" wherein the Route Managers/Field Supervisors will determine the readiness of all personnel scheduled to operate that day.
- 2) Dispatch will initiate a "Radio Check" within 15 minutes of departure time for all crews to confirm that all radios are operating as planned to ensure that drivers, maintenance personnel, and Route Managers/Field Supervisors can communicate at will with each team deployed. In the event of a radio failure, the crew will be redeployed in spare equipment.
- 3) Dispatch and/or Route Managers/Field Supervisors will initiate a mid-day communication to ascertain route status. Upon report of a route that is experiencing difficulties, both Dispatch and Route Managers/Field Supervisors will collaborate on contingency plans to ensure complete coverage that will include all options from redeployment in different equipment to the reassignment of other deployed assets.
- 4) Dispatch will communicate the ensuing plan to all affected driver/operator teams.
- 5) In the event of a system failure, the appropriate Route Managers/Field Supervisor will communicate with the appropriate point of contact within the Village any issue that requires attention before the end of the day via email or cell phone. Information to be included in that communication will detail what deficiencies exist for that day, the recovery plan, and the timeline for recovery.



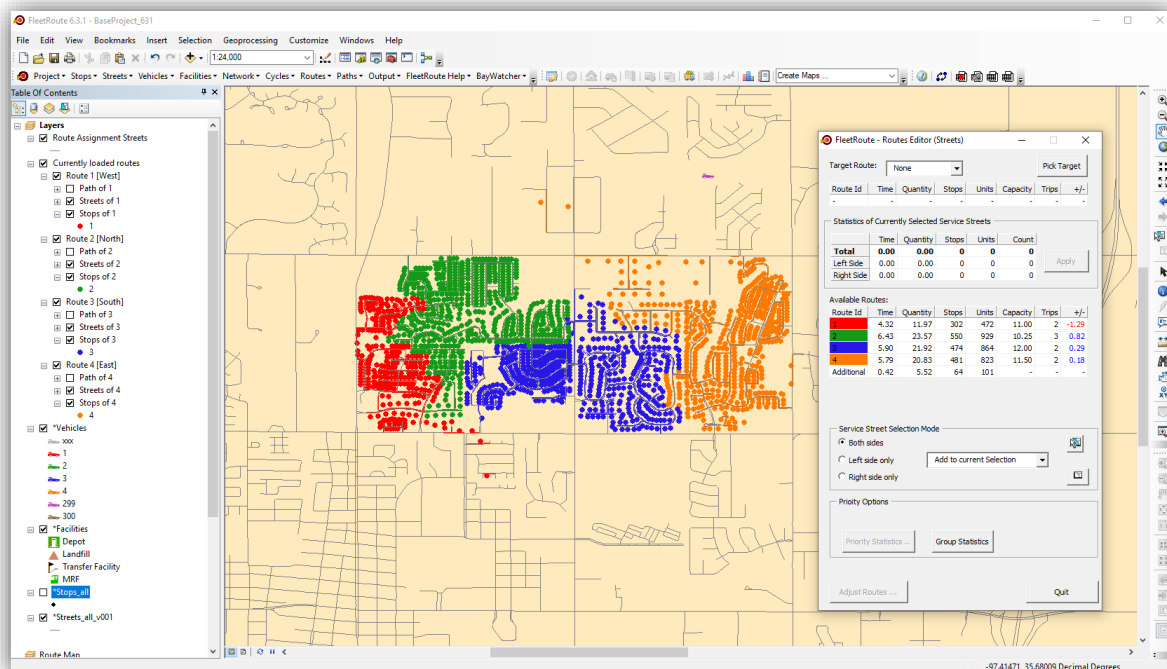
## f. Chronic Service Issues

All onsite management is made aware of customer service issues as they occur. If a particular address or customer location shows up more than once for the same issue, a “Root Cause Analysis” is conducted immediately and a plan worked out with the individual customer to ensure that the particular issue is resolved to the customer’s satisfaction.

The address or customer location is then put on our field supervisors/route managers checklist to monitor personally for the next several weeks until all involved are in agreement that the issue no longer exists. The process of finding the “Root Cause” often helps educate the customer so that they are often the most valuable part of issue resolution.

## g. Route Optimization Software

FCC has implemented Route Optimization software at all of FCC’s locations. The use of routing software is critical in FCC’s operations as it has a direct impact on labor, operational, and transportation costs. The use of this software will allow FCC to use its resources adequately and in turn, provide an improved level of service to the Village of Wellington. FCC leverages this software with input from Drivers and staff to effectively route the service rendered in the Village.



FCC's route optimization software provides accurate data that will be provided to the Martin County Staff. It allows for routing with over 100 parameters and ensures consistent collection for the residents. The use of this tool has allowed FCC to effectively train its drivers on how to effectively service their routes while maintaining a high level of safety by following FCC's Collection Rules to Live By.

#### **h. Non-conforming Set-Outs**

Using the technology identified in the sections above (Trac EZ & 3rdEye), FCC will be able to track and document any nonconforming setouts as identified by the agreement. Any nonconforming setouts will be tracked via Trac EZ to provide the Village with weekly and monthly reports of the frequency of these setouts. Additionally, service verifications will allow for an image to be provided to the Village for verification of nonconforming setouts.

Additionally, residents will be trained using educational tags and materials specifying why the collection event did not occur, and how they can ensure their set out conforms to the standards provided by the Village.

## 6.11 Customer Education

FCC is fully aware of the challenges Cities and Counties face in maintaining low contamination rates in their recycling programs. FCC Manages two of North America's most advanced and modern Materials Recycling Facilities as labeled by recycling exports and is experienced in working with and training these Cities and Counties to help lower the contamination rates in the materials they are recycling.

More than 100 years of experience in this business has taught us that one of the key factors to be successful in the recycling world is to educate both residential and commercial customers on how separate and segregate their recyclable material. FCC has experienced personnel that handles all-out public education and outreach. Not only, do we have a global and national team, but FCC also has local, experienced, personnel that work with the community on public education and outreach.

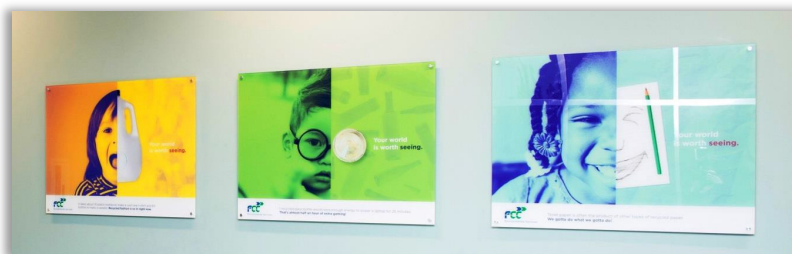
FCC Group has had several programs and initiatives in the US and Europe to increase recycling in the areas we serve. These include school educational campaigns, visits to our MRFs and other treatment plants (including Waste-to-Energy, composting, Bio-Mechanical Treatment, etc.) among others.

Disposing of the Recyclable Materials in two bins makes visual inspection possible by our route teams. This allows route teams to train residents on how they can properly recycle within the Village. In addition to the visual inspection of our drivers, our company utilizes 3<sup>rd</sup> Eye Positive Service Verification (PSV) technology to capture the image of the container contents once tipped into the truck allowing for analysis of contamination offenders and the ability to further educate these customers. These coaching tools have provided us the great ability to change and correct customer behavior to better the recycling stream as a whole.

FCC is committed to working with the Village of Wellington on improving contamination rates and increasing the amount of recycling by Village residents through the use of our technology and partnership on educational campaigns and resident awareness campaigns.



If selected to provide services to the Village of Wellington, FCC will work with the Village to create educational materials for Village Residents.



Included below are examples of educational material that FCC will customize for the Village of Wellington, according to the Village's needs:

<https://youtu.be/cqF0bTp3l3c>

<https://youtu.be/AaLG9Bh2sZ4>

<https://youtu.be/qcXsZaAOHZo>

Provided below are samples of educational material that FCC has provided in similar contracts. FCC will provide the Village with samples that can be modified, for distribution to the residents with their bins, and/or carts.



## 6.12. Emergency Contingency Plan

FCC is fully aware of the emergencies and challenges that arise while performing collection services. FCC has successfully managed and been able to provide an excellent level of service during hurricanes, tornadoes, floods, and pandemics.

FCC's success comes from proper planning before any potential emergencies occurring. As part of its Emergency Contingency Plan, FCC has created Disaster Plans and Facility guides to ensure all staff can properly mitigate any emergencies that arise.

Included below are disaster plans when an FCC location receives a hurricane watch, warning alert from the National Weather Service, and provides tips on what to do before, during, and after a hurricane, work stoppage, and pandemic.

The Contingency Plan will be submitted to the Administrator in compliance with the schedule in Section 5.2(f). Besides, the Contingency Plan will be updated annually and resubmitted to the Administrator (a) with the FCC's annual report and (b) within ten (10) Operating Days after the plan is revised by FCC.

### Basic preparedness tips

- Know where to go. If you are ordered to evacuate, know the local hurricane evacuation route(s) to take and have a plan for where you can stay. Contact Village of Wellington Solid Waste Staff and coordinate with their emergency management for additional information.
- Put together a disaster supply kit, including a flashlight, batteries, cash, first aid supplies, and copies of your critical information if you need to evacuate for all essential workers
- In case of loss of power, FCC will activate our onsite generator and have water for several days in the event of flooding or blocked roads.
- Make a Business Emergency Communication Plan.
- FCC will communicate with the Village of Wellington by text, sat phone, cell phone, or email alerting each for emergency notifications.

### Preparing our Facility

- Hurricane winds can cause trees and branches to fall, so before hurricane season FCC will trim or remove damaged trees and limbs to keep you and our property safe.
- Reduce property damage by retrofitting to secure and reinforce the roof, windows, and doors, including the garage doors.
- Designate an area as a storm shelter designed for protection from high-winds and in locations above flooding levels.

### [Hurricane Watch](#)

**Hurricane watch = conditions possible within the next 48 hrs.**

Steps to take:

- Review your evacuation route(s) & speak with Village of Wellington officials.
- Review the items in your disaster supply kits; and add items to meet the business needs for all employees, individuals with disabilities, or other access and functional needs.

### [Hurricane Warning](#)

**Hurricane warning = conditions are expected within 36 hrs.**

Steps to take:

- Follow evacuation orders from Village of Wellington officials, if given.
- Check-in with Village Staff and Employees by direct communication, texting, or calling by phone.

Follow the hurricane timeline preparedness checklist, depending on when the storm is anticipated to hit and the impact that is projected for your location.

### [What to do when a hurricane is 36 hours from arriving](#)

- Communicate with Village staff and turn on your TV or radio to get the latest weather updates and emergency instructions.
- Build or restock your emergency preparedness kit. Include a flashlight, batteries, cash, and generator preparedness.
- Plan how to communicate with Village staff members if you lose power. For example, you can call, text, email, or use social media. Remember that during disasters, sending text messages is usually reliable and faster than making phone calls because phone lines are often overloaded.
- Review your evacuation plan with your employees. You may have to leave quickly so plan ahead.

### [What to do when a hurricane is 18- 36 hours from arriving](#)

- Make necessary arrangements with Village staff for quick access to storm updates and emergency instructions.
- Bring loose, lightweight objects inside that could become projectiles in high winds (e.g., carts, loose container parts); anchor objects that would be unsafe to bring inside (e.g., propane tanks); and trim or remove trees close enough to fall on the building.
- Cover all of the facility windows. Permanent storm shutters offer the best protection for windows. A second option is to board up windows with 5/8" exterior grade or marine plywood, cut to fit and ready to install.



- Keep your equipment in good working condition, and keep the fuel tanks full; stock all company vehicles with emergency supplies

#### What to do when a hurricane is 6 hours from arriving

- If you're not in an area that is recommended for evacuation, plan to stay at home or where you are and let Village staff, employees and family know where you are
- Close all facility doors, and stay away from windows. Flying glass from broken windows could injure you.
- Turn on your TV/radio, or check the Village website every 30 minutes to get the latest weather updates and emergency instructions.

#### After a Hurricane

- Check-in with employees and corporate office by texting or using social media.
- Return to office location only when authorities indicate it is safe.
- Watch out for debris and downed power lines.
- Avoid walking or driving through floodwaters. Just 6 inches of moving water can knock you down, and fast-moving water can sweep your vehicle away.
- Avoid flood water as it may be electrically charged from underground or downed power lines and may hide dangerous debris or places where the ground is washed away.
- Photograph the damage to your property to assist in filing an insurance claim.
- Talk with Village staff for updates and instructions before resuming collection services
- Implement emergency plan based on FCC and Village staff recommendation
- Do what you can to prevent further damage to your property, (e.g., putting a tarp on a damaged roof), as insurance may not cover additional damage that occurs after the storm.

#### Work Stoppage or Labor Strike

- FCC will have all other locations from Florida and all other areas in the US available to send resources to the Village of Wellington in the event of a work stoppage or strike to continue running everyday collection routes
- All FCC Route Managers will be in the field with all electronics to check and ensure trucks are collecting route areas properly and efficiently on the correct day
- FCC staff will be in continuous communications with Village Staff and residents

#### Pandemic

FCC continues to follow best practices as we and all companies and individuals across the globe refrain from:

- Large groups/gatherings
- Wear proper PPE

- Masks or face shields
- Use proper hygiene- wash hands; use hand sanitizer
- Report to your supervisor if you have experienced an exposure or if you feel you may have symptoms
- Stay home if you are sick
- Do not share items such as masks; PPE, food, etc.
- Keep 6 feet apart as part of the social distancing

We continue to provide:

- Disposable or reusable masks as needed
- Hand sanitizer
- Disinfecting of equipment (facilities, trucks, etc.)
- Remediation of facilities or equipment if exposure occurs

If we continue to do our part, we will be able to keep our facilities; equipment, and most importantly our employees safe

## CHAPTER 9. PROPOSAL BOND

**FORM 7**  
**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
FCC ENVIRONMENTAL SERVICES FLORIDA, LLC, as Principal, and ASPEN AMERICAN INSURANCE COMPANY  
as Surety, are hereby held and firmly bound unto the Village of Wellington, a municipality in the  
State of Florida, and the Village Council, in the penal sum of Fifty Thousand Dollars  
(\$50,000.00), for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, and our successors and assigns.

Signed this 12th day of March, 2021.

The condition of the above obligation is such that the Principal has submitted a certain Proposal to the Village of Wellington, Florida, pursuant to the Village's Request for Proposals (RFP No. 202108) and, under such Proposal, the Principal shall enter into an "Exclusive Franchise Agreement for the Collection of Solid Waste and Recyclable Material" ("Agreement") with the Village. The Principal's Proposal is attached hereto and made a part hereof.

NOW, THEREFORE,

- (a) If said Proposal is rejected by the Village, then this obligation shall be void;
- (b) If said Proposal is accepted by the Village and the Principal executes and delivers the Agreement (properly completed in accordance with said Proposal) and furnishes a certificate of insurance, performance bond, and parent corporation guarantee, and shall in all other respects perform in compliance with the Agreement created by the acceptance of said Proposal, then this obligation shall be void;
- (c) Except as provided in (a) and (b), above, this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Village may accept the Proposal, and said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the Surety: has a resident agent in the State of Florida; is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; and has been in business for at least five (5) years.

**FORM 7**  
**PROPOSAL BOND**  
**(continued)**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 FCC ENVIRONMENTAL SERVICES FLORIDA, LLC

ASPEN AMERICAN INSURANCE COMPANY

Principal (Print Full Name):

Surety (Print Full Name):

By: 


By: 

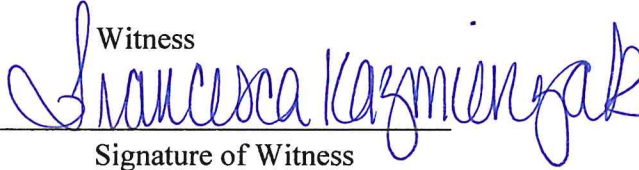
Title: PRESIDENT

Title: Aklima Noorhassan Attorney-In-Fact and Non-Resident Agent

Witness

Witness

  
Signature of Witness

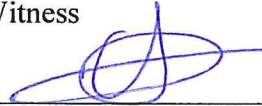
  
Signature of Witness

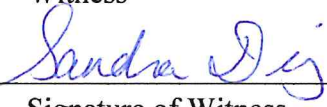
SANTIAGO CARDASCO  
Print Name of Witness

Francesca Kazmierczak  
Print Name of Witness

Witness

Witness

  
Signature of Witness

  
Signature of Witness

CARLOS PUOBIA  
Print Name of Witness

Sandra Diaz  
Print Name of Witness



Aspen American Insurance Company  
175 Capital Boulevard, Suite 100  
Rocky Hill, CT 06107

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aldima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Sehnee; Susan A. Welsh; Pablo Garcia Horcajo; Anne L. Potter of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May 2019.

STATE OF CONNECTICUT


SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

  
Kevin Gillen, Senior Vice President

On this 23rd day of May 2019 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

  
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber

Notary Public

State of Connecticut

My Commission Expires May 31, 2021

### CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 12th day of March, 2021

By: 

Name: Kevin Gillen, Senior Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



**Aspen American Insurance Company**  
**STATUTORY STATEMENT OF FINANCIAL CONDITION**  
**December 31, 2019**

Assets

Bonds	\$ 457,121,334
Common stocks	183,092,685
Cash and short term investments	138,712,770
Other invested assets	41,677,152
Premiums in course of collection	132,534,153
Amounts recoverable from reinsurers	58,987,053
Other assets	5,705,704
Total Assets	<u>\$ 1,017,830,851</u>

Liabilities


Reserve for losses and adjustment expenses	\$ 244,423,610
Commissions payable, contingent commissions and other similar charges	2,946,564
Unearned premiums	168,488,803
Ceded reinsurance premiums payable	59,266,471
Amounts withheld or retained by company for account of others	41,197,182
Payable to parent, subsidiaries and affiliates	9,851,008
Retroactive Reinsurance	(60,581,404)
Reserve for taxes, expenses and other liabilities	<u>49,860,832</u>
Total Liabilities	515,453,066

Surplus as regards policyholders

502,377,785

Total Surplus and Liabilities

\$ 1,017,830,851

  
Treasurer & CFO

State of Connecticut  
County of Hartford

Kenneth Gerald Cadematori, Treasurer and CFO being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2019. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2019 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 19<sup>th</sup> day of February 2020.

  
Notary Public

**KIM D. SLIVA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2021

**Uniform Certificate of Authority Application (UCAA)  
Certificate of Compliance**

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, KEVIN McCARTY, hereby certify that I am the\* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that ASPEN AMERICAN INSURANCE COMPANY of DALLAS, TX is duly organized under the laws of said State and is authorized to transact the business of D 010 FIRE,D 020 ALLIED LINES,D 050 COMMERCIAL MULTI PERIL,D 080 OCEAN MARINE,D 090 INLAND MARINE,D 110 MEDICAL MALPRACTICE,D 120 EARTHQUAKE,D 170 OTHER LIABILITY,D 192 PRIVATE PASSENGER AUTO LIABILITY,D 194 COMMERCIAL AUTOMOBILE LIABILITY,D 211 PPA PHYSICAL DAMAGE,D 212 COMMERCIAL AUTO PHYSICAL DAMAGE,D 230 FIDELITY,D 240 SURETY,D 250 GLASS,D 260 BURGLARY AND THEFT,D 270 BOILER AND MACHINERY,D 620 MISCELLANEOUS CASUALTY,\*\* insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 17<sup>th</sup> day of October A.D. 2012.



A handwritten signature in black ink, appearing to read "Kevin McCarty".

Kevin McCarty

\* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.

\*\* Lines of Insurance as shown on Form 3 of UCAA

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**AKLIMA NOORHASSAN**

**License Number : P021967**

## Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

## Issue Date

10/19/2016

**NOTICE** - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

### Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater  
Chief Financial Officer  
State of Florida

## CHAPTER 10. COMMITMENT FOR PERFORMANCE BOND



**ASPEN**

**ASPEN INSURANCE**

US Surety

175 Capital Blvd Suite 100

Rocky Hill, CT 06067

T 860.760.7730

aspen-insurance.com

March 15, 2021

THE VILLAGE OF WELLINGTON

Purchasing Department

c/o Danielle Zembrzusi

Village of Wellington

12300 Forest Hill Boulevard

Wellington, Florida 33414

RE: Collection of Solid Waste and Recyclable Materials  
RFP# 202108


To Whom It May Concern:

We understand that The Village of Wellington, Florida is considering a business relationship with FCC Environmental Services Florida LLC for work with The Village of Wellington. This letter is offered in support of their proposal and written to comply with the requirements found in the RFP documents, including the requirements found in Section 2.4 of General Terms and Conditions of the RFP and Section 53 of the Agreement.

The undersigned Surety Company have reviewed the RFP to Collection of Solid Waste and Recyclable Materials RFP# 202108 proposed by the Village of Wellington, Florida and is familiar with the RFP and contractual structure. The undersigned Surety Company hereby irrevocably confirms and accepts FCC is capable of obtaining the Performance Bond and in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to comply using the language stipulated by Authority. We hereby provide this letter as an irrevocable commitment to accept the Performance Bond language required in the RFP documents. It is a fact that FCC Environmental Services Florida LLC has the ability to obtain the bonding requirements in the types and in the amounts specified in the RFP.

The undersigned Surety have the utmost confidence in the integrity and ability of FCC Environmental Services Florida LLC and believes they have the necessary financial and operational capacities to successfully complete the referenced project. Aspen is listed in the Federal Register Circular 570 with Treasury Limit of \$45,450,000 and is rated "A" Excellent) by A.M. Best with a Financial Size Category of XV and is included in The Department of the Treasury's Listing of Certified Companies.

Sincerely,

  
Francesca Kazmierczak  
Attorney-in-Fact







Aspen American Insurance Company  
175 Capital Boulevard, Suite 100  
Rocky Hill, CT 06107

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schnee; Susan A. Welsh; Pablo Garcia Horcajo; Anne L. Potter of AON Risk Services its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.: Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Mathew Raino, Senior Vice President, and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 23rd day of May 2019.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

*Kevin Gillen*  
Kevin Gillen, Senior Vice President

On this 23rd day of May 2019 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: *May 31, 2021*

**Patricia C. Taber**  
Notary Public

State of Connecticut

My Commission Expires May 31, 2021

### CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 15 day of March, 2021

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: [Patricia.Taber@aspen-insurance.com](mailto:Patricia.Taber@aspen-insurance.com)





# CHAPTER 11. INSURANCE REQUIREMENT

ACORD®										DATE(MM/DD/YYYY) 03/16/2021																																																																																																																																																																												
<b>CERTIFICATE OF LIABILITY INSURANCE</b>																																																																																																																																																																																						
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.																																																																																																																																																																																						
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																																																																																																																																						
<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA						<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>																																																																																																																																																																																
<b>INSURED</b> FCC Environmental Services Florida, LLC 5840 Corporate Way, Suite 250 West Palm Beach FL 33407 USA						<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>																																																																																																																																																																												
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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.																																																																																																																																																																																						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.																																																																																																																																																																																						
<b>CERTIFICATE HOLDER</b> FCC Environmental Services Florida, LLC 5840 Corporate Way, Suite 250 West Palm Beach FL 33407 USA						<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services Southwest, Inc.</i>																																																																																																																																																																																

Holder Identifier :

Certificate No : 570086376714



AGENCY CUSTOMER ID: 570000045345

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED FCC Environmental Services Florida, LLC	
POLICY NUMBER See Certificate Number: 570086376714			
CARRIER See Certificate Number: 570086376714	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

### ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LIR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
B				EPK133546	12/31/2020	12/31/2021	SIR	\$25,000
	AUTOMOBILE LIABILITY							
A				61 CSE S64801 Inc Hired Auto Phys Dama	12/31/2020	12/31/2021	Comp Deductible	\$10,000

AGENCY CUSTOMER ID: 570000045345

LOG #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED FCC Environmental Services Florida, LLC	
POLICY NUMBER See Certificate Number: 570086376714			
CARRIER See Certificate Number: 570086376714	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Excess Auto Liability Coverage	
<p>Excess Auto Liability Coverage</p> <p>RSUI Indemnity Company policy # NHA092518 - Limits: \$3,000,000 Term: 12/31/2020-12/31/2021</p> <p>Navigators Insurance Co. policy #: GA20EXCZ0788BIV - Limits: \$2,000,000. Term: 12/31/2020-12/31/2021</p> <p>Excess Liability Policy Crum &amp; Forster Specialty Insurance Company policy # EFX116687 Limits \$5,000,000 12/31/2020-12/31/2021</p>	

AGENCY CUSTOMER ID: 570000045345

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED FCC Environmental Services Florida, LLC
POLICY NUMBER See Certificate Number: 570086376714		
CARRIER See Certificate Number: 570086376714	NAIC CODE	EFFECTIVE DATE

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Named Insureds	
<ul style="list-style-type: none"> <li>• FCC Environmental Services, LLC</li> <li>• Fomento de Construcciones y</li> <li>• FCC Environmental Services Florida, LLC</li> <li>• FCC Environmental Services Nebraska, LLC</li> <li>• FCC Environmental Services Texas, LLC</li> </ul>	

## CHAPTER 12. LITIGATION HISTORY

As mentioned in the sections above, FCC is proud of the level of success and the quality of service it has provides in the municipalities it services. Thanks to this success, FCC has not had any litigations ruled against it in the past 5 years and no contract has been terminated in default or by convenience by any government agency.

As was identified on Form 4 and located within Chapter 4, in February 2016 FCC was fined \$15,100, and \$13,200 in March 2016 in Orange County. These fines occurred during the conversion of personal containers to carts within the County, and a switch from twice a week service to once a week service, with drivers learning routes and becoming more acclimated with automated equipment. Since this transition, FCC has been the hauler with the least amount of service complaints.

As a transparent company, FCC will continue to inform the Village of Wellington of any claims filed against FCC.

## **CHAPTER 13. CRIMINAL CONVICTIONS/ENVIRONMENTAL VIOLATIONS**



**FORM 5**  
**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.

a. This sworn statement is submitted to the Village of Wellington  
(print name of public entity)

By Dan Brazil - Vice President of Collection Operations  
(print individual's name and title)

For FCC Environmental Services Florida, LLC  
(print name of entity submitting sworn statement)

Whose business address is  
5840 Corporate Way, Suite 250

West Palm Beach, Florida 33407

And (if applicable) its Federal Employer Identification Number (FEIN) is 32-0594197

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

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


**FORM 5**  
**PUBLIC ENTITY CRIMES**  
**(continued)**

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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

- X   Neither the entity submitting this sworn statement, 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.
- 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 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.

  
\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this 25<sup>th</sup> day of March, 2021

Personally known ✓ \_\_\_\_\_

OR produced identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Notary Public – State of Texas

My Commission expires November 12, 2024



Maria F Naumann  
\_\_\_\_\_  
(Print, typed or stamped commissioned name of notary public)

## CHAPTER 14. CONFLICT OF INTEREST

**FORM 14**  
**CONFLICT OF INTEREST STATEMENT**

This Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of the Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

**NO CONFLICT:**

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

---

**POTENTIAL CONFLICT:**

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

FCC Environmental Services Florida, LLC

---

COMPANY NAME



---

AUTHORIZED SIGNATURE

Dan Brazil

---

NAME (PRINT OR TYPE)

Vice President of Collection Operations

---

TITLE

## CHAPTER 15. DRUG-FREE WORKPLACE CERTIFICATION



**FORM 8  
DRUG-FREE WORKPLACE**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
FCC Environmental Services Florida, LLC does:

*(Name of Business)*

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 proposed 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**Name of Proposer:** FCC Environmental Services Florida, LLC

**Signature of Proposer's Agent** \_\_\_\_\_

  
Dan Brazil

**Printed Name of Proposer's Agent** \_\_\_\_\_

**Title:** Vice President of Collection Operations



**Date:** 3/25/2021



## CHAPTER 16. ACKNOWLEDGMENT OF ADDENDA

**FORM 6**  
**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the Village and incorporated into and made part of this RFP. The Proposer acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT
1	3/5/2021	Dan Brazil	VP of Collection Operations	
2	3/17/2021	Dan Brazil	VP of Collection Operations	

**RECEIPT OF ADDENDUM #1 IS HEREBY ACKNOWLEDGED**

FCC Environmental Services Florida, LLC

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

A handwritten signature in blue ink, appearing to be 'J. B. Smith', is written over a horizontal line.

**RECEIPT OF ADDENDUM #2 IS HEREBY ACKNOWLEDGED**

FCC Environmental Services Florida, LLC

Firm Name

A handwritten signature in blue ink, appearing to be 'J. B. ...', is written over a horizontal line.

Signature

## CHAPTER 17. CERTIFICATE OF ACCURACY AND COST

**FORM 9**  
**CERTIFICATION AND ACCURACY OF COST FORM**

The undersigned individual, being duly sworn, hereby deposes and says:

1. I, Dan Brazil [insert name of Proposer's officer], am duly authorized to execute and submit this Proposal on behalf of the Proposer, FCC Environmental Services Florida, LLC [insert name of Proposer].
2. I am fully informed regarding the preparation and contents of the attached Proposal and all of the forms, affidavits, and documents submitted in support of such Proposal. All of the information contained in the forms, affidavits, and documents submitted in support of the attached Proposal is accurate and correct. No information that should have been included in such forms, affidavits, and documents has been omitted. No information in such forms, affidavits, or documents is false or misleading.
3. This Proposal is made without any connection to or common interest in the profits of any other Person making any other Proposal for the services required under the Village's RFP 202108. The Proposal is in all respects fair and without collusion or fraud.
4. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or Person to submit a collusive or sham Proposal in connection with the RFP for which the attached Proposal has been submitted or to refrain from submitting a Proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or Person, to secure through any unlawful agreement, any advantage against the Village or any Person interested in the RFP.
5. By signing and submitting this Proposal in response to the Village's RFP (No. 202108), the Proposer acknowledges and agrees that:
  - a. the Proposer has carefully read the RFP, including the "Exclusive Franchise Agreement" ("Agreement") and all of the addenda concerning this RFP;



**FORM 9**

**(continued)**

- b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
- c. the Proposer understands and accepts the conditions and limitations contained in the RFP, the Agreement, and the addenda;
- d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Agreement;
- e. the Proposal is a binding offer that will remain in effect and be available to the Village for one hundred eighty (180) days after its submission to the Village;
- f. if selected by the Selection Committee, the Proposer shall execute the Agreement and provide the required parent corporation guarantee to the Village within fifteen (15) days after receiving notice of the Selection Committee's decision;
- g. if selected by the Village Council, the Proposer will provide all of the services required under the Agreement, in compliance with the terms and conditions contained in the Agreement, for the Rates set forth in this Proposal; and
- h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this Proposal.

Dated this 24<sup>th</sup> day of March, 2021.

FCC Environmental Services Florida, LLC

Name of Proposer

Signature of President/Partner/Owner/Manager

Inigo Sanz

Printed Name of President/Partner/Owner/Manager and Title

Signature of Secretary

Santiago Carrasco

Printed Name of Secretary

**FORM 9**  
**(continued)**

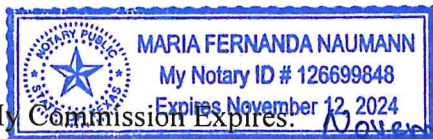
The Proposer is an individual: \_\_\_\_\_; Partnership: \_\_\_\_\_; Corporation: \_\_\_\_\_; Limited Liability Corporation FCC Environmental Services Florida, LLC; or other business entity: \_\_\_\_\_; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on March 21, 2021 the day and year written above.

STATE OF Texas )  
 ) SS:  
COUNTY OF Montgomery )

The foregoing Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 24 day of March, 2021 by Inigo Sanz, as President of FCC Environmental Services Florida, LLC, an organization authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of FCC Environmental Services Florida, LLC for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and city aforesaid on this 24th day of March, 2021.



Maria F Naumann  
NOTARY PUBLIC

My Commission Expires: November 12, 2024

**Signature Instructions:**

All signatures shall be manually executed.

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the County as part of the Proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any authorized partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the County as part of the Proposal.

## CHAPTER 18. PROPOSED RATES FOR RESIDENTIAL COLLECTION

### REVISED FORM 10

#### PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE

Each Proposer shall use this form to provide its Rates for the collection of the Garbage, Yard Waste, Bulky Waste, and Source Separated Recyclable Material generated on Residential Property. The Rates for the Curbside Collection of Garbage shall be based on automated or semi-automated Collection Service with Garbage Carts. All Rates proposed on this form shall be fixed through September 30, 2022, and shall be based on the service requirements specified in the Agreement. The Rates shall be expressed as the cost that the Village must pay per Dwelling Unit per month. Each month shall be deemed to consist of 4.33 weeks.

The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Carts, Yard Waste Carts, and Recycling Bins that are used by the Customer.

~~The Rates for Side Door Service are fixed by the Village, as shown on this Form 10.~~

~~Each Residential Customer requesting Side Door Service shall pay the Rates for such service, in addition to the Rate for Collection Service at Curbside. However, there shall be no charge for Side Door Service if the Customer satisfies the criteria in Section 7.7.2 of the Agreement.~~

~~The following Rates include the funds necessary to pay the Franchise Fee to the Village in compliance with the requirements in Section 40.1 of the Agreement.~~

**REVISED FORM 10**  
**PROPOSED RATES FOR**  
**RESIDENTIAL COLLECTION SERVICE**  
**(continued)**

	Curbside Collection Service with Garbage Carts
Garbage	\$ <u>7.73</u> (2x/wk)
Yard Waste	\$ <u>6.60</u> (1x/wk)
Source Separated Recyclable Material	\$ <u>3.27</u> (1x/wk)
Bulky Waste	This cost is included in the Rate for Garbage. Service shall be provided one time each week.
Total Monthly Cost per Dwelling Unit	\$ <u>17.60</u> per month

**REVISED FORM 10**  
**PROPOSED RATES FOR**  
**RESIDENTIAL COLLECTION SERVICE**  
**(continued)**

	Collection Service for Multi-Family Dwellings with Mechanical Containers*
Garbage	\$ <u>7.73</u> per month (2x/wk)
Yard Waste	Not Applicable
Recyclable Material	\$ <u>3.27</u> per month (1x/wk)
Bulky Waste	\$ <u>1.49</u> per month (1x/wk) <del>Not Applicable</del>
Total Monthly Cost per Dwelling Unit	\$ <u>12.49</u> per month

\* The Rates for "Collection Service for Multi-Family Dwellings with Mechanical Containers" are based on the frequency of service shown above. If a Customer wishes to receive more frequent service, the Rate for the requested service shall be increased proportionately. For example, if a Customer at a Multi-Family Dwelling with Mechanical Containers wishes to receive Collection Service for Garbage on three (3) occasions per week (rather than two (2)), the Customer shall pay an amount equal to the Rate for such service multiplied by 1.5. The Rate shall be multiplied by 2 if the Customer wishes to receive such service four (4) times per week.



## CHAPTER 19. PROPOSED RATE FOR LIMITED YARD TRASH COLLECTION SERVICES

### REVISED FORM 11

#### PROPOSED RATE FOR LIMITED YARD WASTE COLLECTION SERVICE

Each Proposer shall provide its Rate for collecting Yard Waste for Residential Customers that receive Collection Service at Curbside, based on the assumption that the Agreement will be revised to limit such Collections to six (6) cubic yards of Yard Waste per week. The specific revisions to the Agreement are shown in Section 6 of this RFP, as revised by the Village's addendum. ~~The Proposer's Rate shall include the Village's Franchise Fee (5%).~~

The Rate provided in this Form 11 is the cost of collecting Yard Waste only. The Rate in this Form 11 does not include the cost of collecting Garbage, Source Separated Recyclable Materials, or Bulky Waste.

If the Village elects to limit the Collection of Yard Waste to six (6) cubic yards, the Rate provided in this Form 11 shall replace the Rate in Form 10 for the Collection of Yard Waste, as shown in the column labelled "Curbside Collection Service with Garbage Carts."

The Rate for collecting six (6) cubic yards of Yard Waste each week ~~such Collection Service is~~ is \$ 3.37 per month per Dwelling Unit.



## CHAPTER 20. PROPOSED RATE FOR RECYCLABLES COLLECTION FOLLOWING HOLIDAYS

### REVISED FORM 12

#### PROPOSED RATES FOR COLLECTION OF RECYCLABLES FOLLOWING HOLIDAYS

Each Proposer shall provide its Rate for the collection of Recyclable Materials on the day following a Holiday (i.e., Thanksgiving and Christmas). This service will be provided to Residential Customers whose Scheduled Collection Day for Recyclable Materials falls on a Holiday.

The Rate shall be based on the cost of providing the requested Collection Service one day each Operating Year. If Christmas is not a Sunday, the Contractor will be required to provide its services on two (2) days in one Operating Year and, accordingly, the Contractor's Rate will be paid twice in that year (i.e., once for each day the service is provided).

The Proposer's Rate for this service shall be paid in addition to the Rate provided in Form 10, above, for the Collection of Source Separated Recyclable Material at Curbside. The Proposer's Rate shall include the Village's Franchise Fee (5%).

The Rate provided in this Form 12 is the cost of collecting Recyclable Materials only. The Rate in this Form 12 does not include the cost of collecting Garbage, Yard Waste, or Bulky Waste.

The Rate for collecting Recyclable Materials on the day after a Holiday such Collection Service is \$ 0.02 per month per Residential Dwelling Unit that receives Collection Service at Curbside.

## CHAPTER 21. PROPOSED RATES FOR COMMERCIAL COLLECTION

### REVISED FORM 13

#### PROPOSED RATES FOR COMMERCIAL COLLECTION SERVICE

Each Proposer shall use this form to provide its Rates for the Collection of Garbage and Source Separated Recyclable Materials from Commercial Customers. All of the Rates proposed on this form shall be fixed through September 30, 2022, and shall be based on the service requirements specified in the Agreement.

The Rates for Commercial Collection Service include all charges and fees for the rental and maintenance of Mechanical Containers, except Compactors. The Rate for leasing a Compactor shall be negotiated by the Contractor and the Customer.

With regard to monthly Rates, each month shall be deemed to consist of 4.33 weeks.

~~The following Rates for Collection include the funds necessary to pay the Franchise Fee to the Village in compliance with the requirements in Section 40.1 of the Agreement.~~

Rate for Collection of Commercial Waste with Mechanical Containers (i.e., other than Compactors and Roll-Off Containers)	\$ <u>8.08</u> per cubic yard for Collection \$ <u>2.81</u> Disposal Total per cubic yard \$ <u>10.89</u>
Rate for Collection of Commercial Waste in Compactors (8 cubic yards or less)	\$ <u>24.24</u> per cubic yard for Collection (3x the Collection cost for Mechanical Containers, above) \$ <u>8.43</u> Disposal Total per cubic yard \$ <u>32.67</u>
Rate for Collection of Recyclable Materials in Mechanical Containers	\$ <u>8.08</u> per cubic yard

**REVISED FORM 13  
PROPOSED RATES FOR  
COMMERCIAL COLLECTION SERVICE**

(continued)

Rate for Collection of Commercial Waste with 96 Gallon Garbage Cart collected one time per week (Customers generating less than 2 cubic yards per week)*	<p>\$ <u>16.86</u> per month for Collection</p> <p>\$ <u>6.08</u> per month for Disposal</p> <p>Total monthly \$ <u>22.94</u></p>
Rate for Collection of Recyclable Materials with 96 Gallon Recycling Cart collected one time per week*	<p>\$ <u>16.86</u> per month for Collection</p>
Rate for Collection of Commercial Waste in Compactors (greater than 8 cubic yards – Roll-Off Compactors)	<p>\$ <u>290.00</u> per pull for Collection</p> <p><del>Disposal is a pass thru cost paid by the Customer</del></p>
Rate for Collection of Commercial Waste in Roll-Off Containers	<p>\$ <u>260.00</u> per pull for Collection</p> <p><del>Disposal is a pass thru cost paid by the Customer</del></p>

\* The Rates for Garbage Carts and Recycling Carts are based on Collection Service provided one time each week. If a Customer wishes to receive more frequent service, the Rate for the requested service shall be increased proportionately. For example, if a Customer using a Garbage Cart wishes to receive Collection Service for Garbage on two (2) occasions per week, the Customer shall pay the Rate for such service multiplied by two (2). The Rate shall be multiplied by three (3) if the Customer wishes to receive such service three (3) times per week.

## CHAPTER 22. LOCAL PREFERENCE APPLICATION

N/A

### REVISED FORM 15 LOCAL PREFERENCE APPLICATION

#### APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual:

##### Definition of Local Businesses

**Western Communities Local Business** - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent place of business location and headquarters within the Village of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as described in Chapter 9 of Wellington's Purchasing Manual. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled ~~and headquartered~~ in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

**Palm Beach County local business** - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent place of business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been ~~headquartered and~~ domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

~~**Subcontractor utilization** - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if the business is utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.~~

N/A

### FORM 15 (continued)

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ ~~Subcontractor Utilization~~

1. The name of the business is: \_\_\_\_\_

2. The address of the business is: \_\_\_\_\_ (shall match the principal address listed on Sunbiz)

3. How long has the business been located at its current address: \_\_\_\_\_

4. If the business has relocated within the last six months, please provide the answers to questions 5-7 for the previous location:

5. The previous name of the business is: \_\_\_\_\_

6. The previous address of the business is: \_\_\_\_\_

7. How long was this business at the previous location: \_\_\_\_\_

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: \_\_\_\_\_ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.



N/A

# FORM 15 (continued)

Applicant's Federal Tax ID Number - \_\_\_\_\_

Applicant's Business Address \_\_\_\_\_

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_. He/She is personally known to me or has presented \_\_\_\_\_ as identification.

(Type of Identification)

\_\_\_\_\_

(Signature of Notary)

\_\_\_\_\_

(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

Signature of Individual if Sole Proprietor:

\_\_\_\_\_

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

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_. He/She is personally known to me or has presented \_\_\_\_\_ as identification.

(Type of Identification)

\_\_\_\_\_

(Signature of Notary)

\_\_\_\_\_

(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_  
(State)

Notary Seal



## **CHAPTER 23. CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

**FORM 16**  
**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Bidder's Name: FCC Environmental Services Florida, LLC

Bidder's FEIN: 32-0594197

Dan Brazil / Vice President of Collection Operations  
Bidder's Authorized Representative Name Title

Address: 5840 Corporate Way, Suite 250, West Palm Beach


County: Palm Beach County State: FL Zip: 33407

Telephone Number: (832) 404 - 2597

E-mail Address: dan.brazil@fccenvironmental.com

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the County from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of \$1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Proposer, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Bidder is not engaged in business operations in Cuba or Syria. On behalf of the Bidder, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the County may terminate an agreement if the County determines that the Bidder submitted a false certification.

  
\_\_\_\_\_  
\*Signature of Authorized Representative

Dan Brazil - Vice President of Collection Operations  
\_\_\_\_\_  
\*Name and Title of Authorized Representative

\*This individual must have the authority to bind the Bidder.

## CHAPTER 24. MOU FOR E-VERIFY SYSTEM



Company ID Number: 1655354



### THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

#### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the FCC Environmental Services Florida, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

#### ARTICLE II RESPONSIBILITIES

##### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1655354

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





Company ID Number: 1855354

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### ARTICLE IV SERVICE PROVISIONS

##### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### ARTICLE V MODIFICATION AND TERMINATION

##### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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**Approved by:**

<b>Employer</b> FCC Environmental Services Florida, LLC	
<b>Name (Please Type or Print)</b> Brandy Davis	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/16/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b>



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	FCC Environmental Services Florida, LLC
Company Facility Address	10077 Grogans Mill Road Suite 466 The Woodlands, TX 77380
Company Alternate Address	10077 Grogans Mill Road Suite 466 The Woodlands, TX 77380
County or Parish	MONTGOMERY
Employer Identification Number	320594197
North American Industry Classification Systems Code	484
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	4 site(s)
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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Tai Holiday  
Phone Number (832) 764 - 0490  
Fax Number  
Email Address tai.holiday@fccenvironmental.com

Name Jan Heidebrecht  
Phone Number (832) 764 - 0490  
Fax Number  
Email Address jan.heidebrecht@fccenvironmental.com

Name Brandy Davis  
Phone Number (832) 764 - 0490  
Fax Number  
Email Address brandy.davis@fccenvironmental.com

Name Brandy Davis  
Phone Number (832) 764 - 0490  
Fax Number  
Email Address brandy.davis@fccenvironmental.com





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