

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)

07-10-07

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-792-07

RESOLUTION AUTHORIZING EXECUTION OF SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF AGREEMENT FOR WASTE HAULING AND DISPOSAL AT COUNTY AIRPORTS BETWEEN BFI WASTE SYSTEMS OF NORTH AMERICA, INC. ("BFI") AND MIAMI-DADE COUNTY, WHEREBY BFI ASSIGNS ALL OF ITS RIGHTS AND OBLIGATIONS AS CONTRACTOR UNDER SUCH WASTE HAULING AGREEMENT TO WASTE SERVICES OF FLORIDA, INC., AND AUTHORIZES THE MAYOR OR HIS DESIGNEE TO EXECUTE SUCH SECOND AMENDMENT AND CONSENT TO ASSIGNMENT AND ALL OTHER DOCUMENTS TO EFFECTUATE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Second Amendment and Consent to Assignment of the agreement for waste hauling and disposal at county airports between BFI Waste Systems of North America, Inc. ("BFI") and Miami-Dade County, whereby BFI shall assign all of its rights and obligations as contractor under said agreement to Waste Services of Florida, Inc.; and authorizes the Mayor or his designee to execute the Second Amendment and Consent to Assignment on behalf of Miami-Dade County in substantially the form attached hereto and made a part hereof, and to execute all other documents upon review by the County Attorney to place such assignment into effect.



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: July 10, 2007

FROM: 
R.A. Cuevas, Jr.
Acting County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Audrey M. Edmonson and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS



HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "Cynji Lee".

Cynji Lee

A handwritten mark or signature at the bottom center of the page, possibly a stylized "S" or "5".

**SECOND AMENDMENT AND CONSENT TO ASSIGNMENT
OF AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND BFI WASTE SYSTEMS
OF NORTH AMERICA, INC.
FOR THE PROVISION OF INTERNATIONAL WASTE
HAULING AND DISPOSAL**

THIS SECOND AMENDMENT AND CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND BFI WASTE SYSTEMS OF NORTH AMERICA, INC. is hereby made and entered into to be effective the ___ day of _____, 200_ (the "Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("hereinafter County"), BFI WASTE SYSTEMS OF NORTH AMERICA, INC. (hereinafter "BFI"), and WASTE SERVICES OF FLORIDA, INC., a Florida corporation (hereinafter "WSFI"), (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, on April 10, 2001, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), passed and adopted Resolution No. R-333-01 which authorized an agreement between the County and BFI Waste Systems of North America, Inc., for the provision of international waste hauling and disposal, as amended by that certain First Amendment dated July 12, 2006 (the "Agreement"); and

WHEREAS, BFI has agreed to assign, and WSFI has agreed to accept, assignment, upon the terms and conditions contained herein, of any and all rights, title, obligations, and interests BFI may have in and to the Agreement;

WHEREAS, the County desires to amend the Agreement to allow for the assignment of the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. In Article 2 entitled "General Provisions", Sub-Article 2.4 entitled "Assignment", add the following to the end of this Sub-Article:

"Notwithstanding anything to the contrary contained herein, this Agreement may be assigned by the Contractor to WASTE SERVICES OF FLORIDA, INC., a Florida corporation, with the prior written consent of the County."

2. County consents to the assignment of all of BFI's rights and obligations as Contractor under the Agreement to WSFI, and agrees that WSFI shall be deemed the Contractor under the Agreement.

Memorandum

MIAMI-DADE
COUNTY

Date: July 10, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George W. Burgess
County Manager

Subject: Second Amendment and Consent to Assignment of Agreement between Miami-Dade County and BFI Waste Systems of North America, Inc. for the provision of International Waste Hauling and Disposal to Waste Services of Florida, Inc.

Agenda Item No. 8(A)(1)(B)

RECOMMENDATION

It is recommended the Board of County Commissioners ("Board") approve the Second Amendment and Consent to Assignment of the Agreement between Miami-Dade County and BFI Waste Systems of North America, Inc., for the provision of international waste hauling and disposal to Waste Services of Florida, Inc. It is further recommended that the Board authorize the Mayor or his designee to execute the Second Amendment and Consent to Assignment and all other documents to effectuate the assignment.

SCOPE

The impact of this agenda item is countywide in nature as it relates to the total MDAD aviation system.

FISCAL IMPACT/FUNDING SOURCE

This project is funded by airport revenues.

TRACK RECORD/MONITOR

BFI has performed in a satisfactory manner on this contract. Melvin Payne, MDAD Utilities Maintenance Division Director is responsible for monitoring this contract.

BACKGROUND

On April 10, 2001, the Board approved an agreement between Miami-Dade County and BFI Waste Systems of North America, Inc. ("BFI") for the provision of international waste hauling and disposal. On March 22, 2007, the Board approved the First Amendment to the agreement, which, among other things, exercised the first option to renew for a five (5) year period. On March 31, 2007 Waste Services of Florida, Inc. ("WSFI") acquired the assets of BFI. WSFI is a wholly owned subsidiary of Waste Services, Inc. As the original agreement did not allow for assignment, an amendment is necessary to allow for the assignment of the agreement so that Waste Services of Florida, Inc. can continue providing uninterrupted services to MIA and the GA airports. With few exceptions, the management team and employees of the former BFI will remain unchanged in WSFI.

MODIFICATION NO.: Second Amendment and Consent to Assignment

PROJECT: Agreement for the provision of international waste hauling and disposal

PROJECT NO.: N/A

PROJECT LOCATION: All County airports

PROJECT DESCRIPTION: All foodstuffs and certain plant and animal materials removed from international aircraft are considered international waste by the United States Department of Agriculture ("USDA") and are required to be disposed of in approved ways, mainly by incineration or sterilization. The law requires that contractors providing these services have permits for both disposal and hauling issued by USDA.

FIRM: Waste Services of Florida, Inc.

LOCATION OF FIRM: Miami-Dade County, Florida

COMPANY PRINCIPALS: Charles A. Wilcox, Edwin D. Johnson, Ivan R. Cairns, Brian A. Goebel, Vahe Gabriel

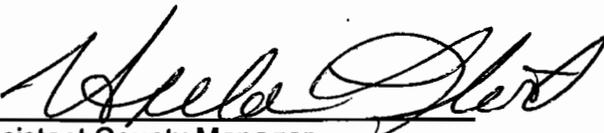
HOW LONG IN BUSINESS: 3 ½ years

RECOMMENDED MODIFICATION: Amend the agreement to include an assignment provision and provide consent to the assignment to WSFI.

USING AGENCY: Miami-Dade Aviation Department

CONTRACT MEASURES: No Measure

APPROVED FOR LEGAL SUFFICIENCY: Yes


Assistant County Manager

3. **WSFI assumes all of the rights and obligations of Contractor under the Agreement.**
4. **All compensation due and payable under the Agreement after the date of this Second Amendment and Consent to Assignment shall be made payable to WSFI.**
5. **WSFI shall assume any and all liability to County for any claim arising under the Agreement. WSFI shall indemnify, defend and hold harmless the County from any and all claims by BFI under the Agreement.**
6. **Except for the aforementioned modifications, and in all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.**
7. **This Second Amendment and Consent to Assignment shall become effective as of the date first written above.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment and Consent to Assignment to be executed on their behalf as of the date first written above.

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

(MIAMI-DADE COUNTY SEAL)

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney



HUI WASTE SYSTEMS OF NORTH AMERICA, INC.

(Corp. Seal)

By: [Signature]
Signature

Attest: [Signature]
Secretary

Norman A. Stone
Print Name/Title

John White
Print Name

WASTE SERVICES OF FLORIDA, INC.

(Corp. Seal)

By: [Signature]
Signature

Attest: [Signature]
Secretary

Vance Loren RVP - South Florida
Print Name/Title

Jeanmarie Manza
Print Name



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APPENDIX _____

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE INTERNATIONAL WASTE HAULING & DISPOSAL

PROJECT NUMBER _____

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Vane Gabriel (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

WASTE SERVICES OF FLORIDA, INC.

(Name of Entity)

3840 NW 37 Ct., Miami, FL 33142

(Address of Entity)

210-0141315191410
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Authorized Officer

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES**

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

2. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. 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.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

**PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)**

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

The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

The person or affiliate has not been placed on the convicted vendor list.

**DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE**

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

**CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1**

COA-4

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OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

WASTE SERVICES of Florida, INC.

3840 NW 37 Ct. Miami, FL 33142

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

see attached

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

see attached

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

see attached

WASTE SERVICES OF FLORIDA, INC.

2. Officers of the Corporation

<u>Name</u>	<u>Office Held</u>	<u>Business Address</u>
Charles A. Wilcox	President	5002 T-Rex Avenue, Suite 200, Boca Raton, FL 33431
Edwin D. Johnson	Vice-President and Treasurer	5002 T-Rex Avenue, Suite 200, Boca Raton, FL 33431
Ivan R. Cairns	Vice President and Secretary	1122 International Blvd., Suite 601, Burlington, ONT Canada L8P 3G9
Brian A. Goebel	Assistant Secretary	5002 T-Rex Avenue, Suite 200, Boca Raton, FL 33431
Vahe Gabriel	Authorized Signing Officer	3840 NW 37 th Court, Miami, FL 33142

3. Directors of the Corporation

<u>Name</u>	<u>Business Address</u>
Charles A. Wilcox	5002 T-Rex Avenue, Suite 200, Boca Raton, FL 33431
Ivan R. Cairns	1122 International Blvd., Suite 601, Burlington, ONT Canada L8P 3G9

4. Holders of 5% or More of Corporation's Stock

Waste Services, Inc. 5002 T-Rex Avenue, Suite 200, Boca Raton, FL 33431.	100%
--	------

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY

**PART II
EMPLOYMENT DISCLOSURE**

1. Does your firm have a collective bargaining agreement with its employees?

Yes No

2. Does your firm provide paid health care benefits for its employees?

Yes No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>5</u>	Males	<u>3</u>	Females
Asian:	<u>0</u>	Males	<u>0</u>	Females
Black:	<u>111</u>	Males	<u>17</u>	Females
Native American:	<u>0</u>	Males	<u>0</u>	Females
Hispanics:	<u>110</u>	Males	<u>17</u>	Females
Alaskan Natives:	<u>0</u>	Males	<u>0</u>	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)**

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS: *Please see attached page.*

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	------------------------	-------------------------

(1)

_____ \$ _____ \$ _____ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(2)

_____ \$ _____ \$ _____ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)**

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)**

Please be advised that Waste Services of Florida, Inc., has had no contracts with Miami-Dade County in the last five years.

Please also note that as of March 31, 2007 Waste Services of Florida, Inc., acquired the assets of BFI Waste Systems of North America, Inc., d/b/a Allied Waste Services of Miami including the contract for the Curbside Collection of Recyclable Materials administered by the Miami-Dade County Department of Solid Waste Management which will expire December 31, 2007.

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	------------------------	-------------------------

(3)

_____	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Services Performed	_____		

Litigation Arising out of Contract	_____		

(4)

_____	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Services Performed	_____		

Litigation Arising out of Contract	_____		

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III**



A. How long has Entity been in business? 3.5 years

B. 1. Has the Entity ever done business under another name or with another firm? NO

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

**AFFIRMATIVE ACTION PLAN/PROCUREMENT
POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5
OF THE MIAMI-DADE COUNTY CODE**

I, being duly first sworn, hereby state that the Respondent for this contract:

has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

**DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

**FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

**DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

**CURRENTLY DUE FEES OR TAXES,
PURSUANT TO SECTION 2-8.1 (c)
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

**DRUG FREE WORK PLACE
PURSUANT TO SECTION 2-8.1.2 (b)
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(h)
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract

and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

The Entity affirms under oath that the Entity is current in its obligations to the County.

**CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

Vahé Gabriel
(Signature of Authorized Representative)

Title RVP - Saint Florida

Date 5/7/07

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 7th day of May, 2007.

by Vahé Gabriel

(Authorized Representative)

of Waste Services of Florida, Inc.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Flossie M. Jordan
(Signature of Notary)

Flossie M. Jordan
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD519949

My Commission Expires: March 2, 2010

06/05/2007 TUE 12:03 FAX

06/05/2007

**SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE**

Firm Name of Prime Entity/Respondent: Waste Services of Florida, Inc Project No. _____

Project Name: Environmental Waste Handling & Disposal

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/Subconsultant Dollar Amount	(Principal Owner) Gender Race
N/A				
Business Name and Address of Direct Supplier <u>MaxTrans Truck Center (Truck)</u> <u>1470 NW 22 ST, Pompano Beach</u> <u>Florida 33069</u>	Principal Owner <u>Jon Stricketh</u>	Supplies/Materials/Services to be Provided by Supplier <u>Truck Parts</u>	Supplier Dollar Amount	(Principal Owner) Gender Race <u>M</u> <u>W</u>

I certify that the certifications contained in this Subcontractor/Subconsultant/Supplier Listing are to the best of my knowledge true and accurate

John Stricketh
Prime Entity/Respondent Signature

Yahia Gabriel Print Name
Regional General Manager Print Title
5-7-07 Date

(Duplicate if additional space is needed)

**SUBCONTRACTING POLICIES STATEMENT
PURSUANT TO SECTION 2-8.8(4) OF THE CODE**

(Insert Here)

SUBCONTRACTING POLICIES STATEMENT

It is the policy of Waste Services of Florida, Inc., and all of its subsidiaries and affiliates to afford equal opportunity to all subcontractors, vendors and suppliers and those subcontractors, vendors and suppliers shall not be discriminated against based on the owner's race, age, sex, religion, disability, color, national origin, or status as a veteran.