



"We take the *Payne* out of your site projects."

## The City of New Port Richey Florida

5919 Main Street, New Port Richey, FL 34652

**Request for Proposal**

**RFP #21-010**

**Yard Debris Grinding Services**

**Due 2:00 PM Thursday, June 24, 2021**

**Attn: City Clerk  
5919 Main St  
New Port Richey  
FL 34652**



**Payne's Environmental Services, LLC**

5617 Causeway Blvd., Tampa, FL 33619

office: 813-677-6822 fax: 866-467-9029

[paynestrees@cs.com](mailto:paynestrees@cs.com)

[www.paynesenvironmental.com](http://www.paynesenvironmental.com)

**The City of New Port Richey**

5919 Main St  
New Port Richey, FL 34652  
(727)853-1016

**Re: RFP #21-010 Yard Debris Grinding Services**

To The City of New Port Richey,

Payne's Environmental Services would like to formally express our interest in entering a contract with the City of New Port Richey for Yard Debris Grinding Services. We are pleased to submit herewith, in accordance with the terms and conditions of your request for proposal the enclosed response for your review and consideration.

For over 19 years our personnel have worked land clearing projects, tree removal/pruning projects, major disasters, complicated tree removals and environmental projects. We have teamed with local, state and the federal government to plan and manage successful disaster debris removal, tree service, debris reduction and disposal operations in Florida, North Carolina, Texas, Kentucky, Oklahoma, and the East coast. We have developed a successful operational plan to complete our tasks in a minimum amount of time, and in a safe, orderly, and practical manner. Through our many years of experience and the utilization of qualified people we have established a reputation for providing efficient and effective tree services and debris management.

Listed below is the 24/7 contact information for our key personnel responsible for your operations.

**Primary Contact**

Terry Payne  
5617 Causeway Blvd  
Tampa, FL 33619  
(813) 677-6822 Office  
**(813) 390-9720 Mobile**  
[terry@paynesenvironmental.com](mailto:terry@paynesenvironmental.com)

**Alternate Contact**

Jessica Coughlin  
5617 Causeway Blvd  
Tampa, FL 33619  
(813) 677-6822 Office  
**(813) 390-9720 Mobil**  
[paynestrees@cs.com](mailto:paynestrees@cs.com)

We sincerely appreciate the opportunity to present this proposal and look forward to a working relationship with The City of New Port Richey. If you have any questions, comments or require additional information, please do not hesitate to contact us. We appreciate your time and consideration.

Sincerely,

*Terry Payne*

Terry Payne  
President of Payne's Environmental Services, LLC

To: **The City of New Port Richey** - Procurement Division,

Payne's acknowledges receipt and acceptance of the Addendum No. 1, dated 6/23/21.

Payne's proposes to supply the services under this RFP for \$1,250 per hour.

Founded in 2002 as Payne's Tree & Hauling then incorporated in 2009 in the State of Florida as Payne's Environmental Services, LLC with Terry Payne as President, we are a minority owned small business with a SBE/MBE certification from Hillsborough County, the State of Florida, and the City of Tampa. With Terry Payne, an ISA Certified TRAQ (Tree Risk Assessment Qualification) licensed number FL6027A, Arborist on staff and many years of industry experience, our 18 highly skilled, dedicated tree men, perform the most delicate and dangerous tree services. Payne's always works within the International Society of Arboriculture ANSI A300 & TCIA guidelines on safety and pruning practices.

Payne's owns two horizontal grinders. The one we would use on this project is a Peterson 6710D Horizontal Grinder. This is the largest grinder Peterson makes and is designed for operations that need the most durable, highest output machine. It is powered by a 1,125 hp Tier IV, Caterpillar C32 engine. It has a production output of 170 tons per hour. We refer to it as "The Beast", because of how fast it grinds debris. We have a full time mechanic with a fully equipped truck complete with a crane. If our crew has equipment problems, our mechanic can be quickly dispatched, and repair/replace parts as needed.

Payne's has a licensed recycling yard at 5617 Causeway Blvd, Tampa, Fl. 33619. We were awarded our recycling yard license after an extensive review in which we proved that we have a thorough understanding and completely comply with all Federal, State and county laws. We accept yard debris from local tree companies 6 days a week. We grind the debris with our Peterson Grinder, and it is powerful enough to keep up with the near constant traffic. We have experienced operators that are experts at the nuances involved with running such a powerful piece of equipment. It is because of our expertise that we can competently operate a recycling yard, and successfully perform the services required under this RFP every day.

Payne's has numerous ties to this area and most of us were born here. We take great pride in our work and are constantly expanding our abilities in our chosen field. Because we are confident in our abilities and resources, we respectfully submit this proposal and appreciate your consideration.

Payne's has performed countless projects over the last 20 years that are similar in nature to the services required under this RFP. A partial list is included below. We are currently working on land clearing projects, where we grind and dispose of the debris as part of our contract.

PROJECT	TOTAL CY/TONS	TOTAL DOLLAR AMT	CONTACT
Tree trimming, tree removal, stump removal, clearing	Over 200,000 yd <sup>3</sup> of Debris & 4,800 Tree's Pruned/Removed	\$1,200,000	<b>Ripa &amp; Associates</b> David Drew (Superintendent) Ph: 813-917-9469 1409 Tech Blvd #1 Tampa, FL 33619
City of Tampa Disaster Relief, Hurricane Irma	Trees Removal/ Vegetation Reduction	\$780,000	<b>City of Tampa, Irma Debris</b> Disaster Services 306 E Jackson Street Tampa, FL 33602
Township of Pembroke Park, Disaster Relief	Tree Removal Debris Reduction Load and Haul	\$190,000	<b>Pembroke Park</b> 3150 SW 52 <sup>nd</sup> Ave Pembroke Park, FL 33023
Hurricane Sandy 2 Counties & Ice Storm Clean-up	220,000 C.Y Hauled & 2,700 Trees Pruned	\$540,000	<b>Bamaco, Inc</b> Adam Plitt (Project Manager) 6869 Hwy W 100 Bunnell, FL 32110 Ph: 407-242-9426
Bradenton, FL Tree Trimming, removal, demolition & site services	Tree Service	\$480,000	<b>Golf Lakes Residents Association</b> Pam McFarland (Purchasing) Ph: 941-755-8979 Fax 941-755-2312 Pam@golflakes.com
Pruning & Tree Maintenance	Tree Pruning & Debris Reduction/Removal	\$45,000	<b>Riverhills Golf Community</b> Brenda Anette (Operations) Ph: 813-662-0837 Fax: 813-662-9501 rhcmasterassoc@verizon.net
Tree Pruning and tree removal	Over 80 Acres	\$300,000	<b>Xtreme Investments</b> Hans Klockes (Owner) Ph: 813-626-6060 10204 Elbow Bend Dr Riverview, FL 33578
Various Projects	Tree & Debris Removal	\$10,000 Annually	<b>Benzel Contracting</b> Jeff Benzel (Project Manager) Ph: 813-672-0462 PO BOX 1765 Riverview FL 33569
Various Projects	Tree Removal, Stump Grinding & Permitting	\$15,000 Annually	<b>Jva Construction</b> Janet (Superintendent) Ph: 813- 254-0245 2311 W Main St, Tampa, FL 33607
Various Projects	Tree Pruning, Stump Grinding & Debris Removal	\$60,000 Annually	<b>Gary's Grading</b> Lamar (Superintendent) Ph: 407-908-9587 25 E. 13th St. St.CLOUD, FL 34769

Currently Payne's is working in Sarasota at the UTC Residential Expansion Project for DEME Construction, LLC. The project involves 19 acres of clearing, grinding and hauling the debris. Recently we finished a project with Watson Civil that was a FDOT Project widening US Hwy 41 N south of SR 52. That project was 34 acres of roadway clearing with debris grinding and removal. We recently completed a project near the Tampa airport for Cypress Gulf Development Corp called Tampa Airport Logistics. It involved clearing 18 acres, grinding and hauling debris. We are just completing a project in Plant City for Ripa & Associates called Bonsilva. It involved clearing 22 ½ acres, grinding and hauling the debris. In addition to these clearing jobs, we have a tree crew that works in the greater Tampa area 5 days a week and usually brings the debris to the yard. In addition to that we have our recycling yard that operates 6 days a week.

We are always striving to improve our operations and constantly tweaking our methods and procedures as we learn what is most effective. We wouldn't be submitting this proposal for your consideration if we weren't completely confident in our ability to perform these services in a professional and workmanlike manner. We are a drug free work place that has an extensive Safety Program with a manual supplied to every employee that is strictly followed. We follow all of OSHA's recommendations and are continually training our employees to ensure that we are productive but safe when performing our daily tasks.

The picture on the cover of our proposal was taken yesterday. We appreciate your consideration and would be happy to perform these services for The City of New Port Richey. If any further information is needed, please reach out to our office and we will do whatever we can to provide it.

Thank you.

A handwritten signature in black ink, appearing to read 'Terry Payne', with a stylized flourish at the end.

Terry Payne, owner

The logo for Payne's Environmental, featuring the name 'Payne's' in a red, cursive script font, with the word 'ENVIRONMENTAL' in a red, sans-serif, all-caps font below it.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2020

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

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

<b>PRODUCER</b> Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802		<b>CONTACT NAME:</b> Nancy Fahlsing <b>PHONE (Alt. No. Ext.):</b> (863) 688-5495 <b>FAX (Alt. No.):</b> (863) 688-4344 <b>E-MAIL ADDRESS:</b> certificates@stahl.com	
<b>INSURED</b> Payne's Environmental Services LLC & Payne's Companies LLC 5617 Causeway Blvd Tampa FL 33619		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Colony Insurance Co	NAIC # 39993
		INSURER B: Progressive Express Insurance	10193
		INSURER C: National Union Fire Ins Co of Pittsburgh PA	19445
		INSURER D: Tokio Marine America Insurance Co	10945
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		600GL002689602	12/19/2020	12/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		02809978-5	12/19/2020	12/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EBU033258185	12/19/2020	12/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Rented/Leased Equipment		IM500091001	12/19/2020	12/19/2021	Limit \$600,000

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

**CERTIFICATE HOLDER****CANCELLATION**

\*\*\*\*\* FOR BID PURPOSES ONLY \*\*\*\*\*  
INSUREDS COPY

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

AUTHORIZED REPRESENTATIVE

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John L. Flinn, Jr.  
Ripa & Associates, LLC  
1409 Tech Blvd, Suite 1  
Tampa, FL 33619  
11/9/17

To Whom It May Concern:

Please allow this to serve as a letter of recommendation for Payne's Environmental Services. It is both an honor and privilege to recommend the services of Payne's Environmental. They are our premier clearing contractor of choice, and have been over the past 12 years. I have been directly involved in overseeing the majority of projects that Payne's has performed for Ripa.

Payne's Environmental has developed and implemented a custom and highly efficient process that allows them to incinerate land clearing & vegetative debris. This custom incinerator allows Payne's to eliminate 90% of the emissions created during the burning process. This, combined with their staff's expertise, allows Payne's Environmental to burn where other contractors cannot. Payne's is a valuable member of our project team, allowing us to safely and efficiently get the job done on time.

In addition to their field capabilities and customized equipment, Payne's has developed invaluable relationships with local government agencies. Their relationships with FDEP, Hillsborough County Environmental Commission, and the Florida Forest Service has allowed us to deliver a level of customer service to our end customer that is second to none. These relationships allow for a seamless operation from start to finish, as well as an expedited problem-solving process when necessary. I would recommend Payne's services to any entity looking for a professional, courteous, and knowledgeable staff to complete any clearing project in an expedited manner.

Please feel free to contact me with any specific questions or if you require additional information.

Sincerely,

  
John L. Flinn, Jr.  
Vice President / Director of Project Management



CG-C009082 • CU-C057369  
PC-C056774  
Fire Protection System Contractor V

1409 Tech Boulevard, Suite 1 • Tampa, Florida 33619-7843 • (813) 623-6777 • Fax (813) 663-6724 • [www.ripatampa.com](http://www.ripatampa.com)

February 20, 2014

To Whom It May Concern:

This letter is to serve as reference for the work performed by Payne's Environmental for RIPA & Associates. RIPA builds projects ranging from \$500,000 to \$20,000,000 and the successes of our projects rely largely on safety, competency and time management. I am happy to say that Payne's meets and exceeds those standards in relation to Arboriculture.

Payne's Environmental has been a sub-contractor for Ripa since 2008 and when contracted has played a vital role in our projects. Terry Payne, Certified Arborist personally monitors projects and gets involved so that all of the municipal tree codes are strictly followed. The work completed by Payne's is always of top quality even when given a moment's notice and completed on schedule keeping Ripa in compliance and maintaining a smooth operation.

I would confidently recommend Payne's Environmental for any Forestry related task. Payne's schedule is always accommodating and the job is always done right. Please feel free to contact me via email or at the number shown below for additional information, if needed.

Regards,

A handwritten signature in blue ink, appearing to read "CLaFace".

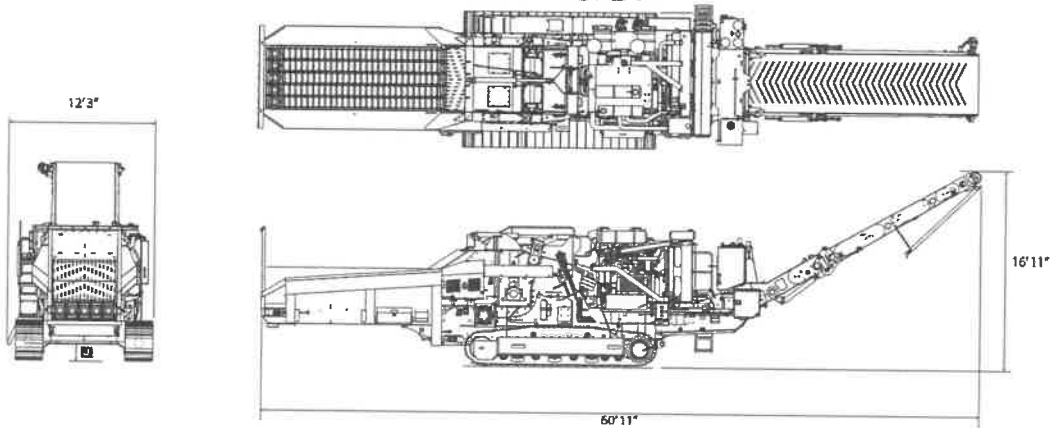
Chris LaFace, President

email: [claface@ripatampa.com](mailto:claface@ripatampa.com)

phone: 813-623-6777

# 6710D

## Peterson Horizontal Grinder



### DIMENSIONS

<b>A</b> Operating Length	60' 11" (1857 cm)
<b>B</b> Operating Width	12' 3" (374 cm)
<b>C</b> Operating Height	16' 11" (515 cm)
<b>D</b> Travel Length	49' 0" (1493 cm)
<b>E</b> Travel Width	12' 0" (364 cm)
<b>F</b> Travel Height	11' 1" (338 cm)
<b>G</b> Hopper Length	15' 6" (472 cm)
<b>H</b> Hopper Height	8' 2" (428 cm)
<b>I</b> Front to Track Length	17' 3" (525 cm)
<b>J</b> Ground Clearance	18" (46 cm)
<b>K</b> Angle of Approach	10°
<b>L</b> Machine Weight	108,500 lbs (48,987 kg)

### POWERTRAIN

Engine	Caterpillar C32 Tier IV, 1125 hp (839 kW)
	export only Caterpillar C32 Tier II, 1125 hp (839 kW)
Clutch	PT Tech HPT015
Fuel Tank Capacity	414 US gal (1567 L)
Main Hydraulic Tank Capacity	95 US gal (360 L)

### SYSTEM CONTROLS

Peterson Adaptive Control System  
 Remote Control  
 Peterson+ Analytics

### FEED SYSTEM

Hopper Capacity	9.9 yd <sup>3</sup> (7.75 m <sup>3</sup> )
Feed Chain	5 sections, full hopper width
Feed Conveyor Width	66" (168 cm)
Feed Opening (width x height)	66" x 50" (168 x 127 cm)
Land Clearing Mode	66" x 65" (168 x 165 cm)
Compression Roll diameter (tip to tip)	42" (107 cm)

### ROTOR

Rotor Speed 6400 to 10000 fpm (1951 to 3048 mpm) @ 2100 rpm



Rotor Shaft Size	6 5/8" (17 cm) @ bearing, 7 1/2" (19 cm) @ center
Rotor Width	69" (176 cm)
Rotor Diameter	47" (118 cm)
Bit Size (width x height)	3 x 6.5" (76 mm x 165 mm)
Number of Bits	22 drum rotor, 18 pinned rotor

### GRATES

Number of Grate Sections	4
Total Grate Area	5253 in <sup>2</sup> (33890 cm <sup>2</sup> )
Grate Coverage	186°
Grate Thickness	1.5" (38 mm)

### DISCHARGE SYSTEM

Discharge Conveyor Width	60" (152 cm)
Discharge Conveyor Height	16' 9" (511 cm)
Conveyor Speed	500, 600, or 700 fpm (152, 183, or 213 mpm)

### TRACKS

Track Type & Width	triple grouser, 28" (70 cm)
Travel Speed	1.0 / 1.7 mph (1.6/2.7 kph)
Ground Pressure	12.1 lbs/in <sup>2</sup> (83.4 kPa)

### PRODUCTION\* PER HOUR

Engine	Greenwaste	Scrap Board
C32	583 yd <sup>3</sup> (446 m <sup>3</sup> )	653 yd <sup>3</sup> (499 m <sup>3</sup> )
	170 tons (154 tonnes)	111 tons (101 tonnes)

\*Actual output may vary due to moisture, material density, material size, support equipment, and grate size. Production rates are based on grinding 50 minutes per hour.

### OPTIONAL EQUIPMENT

Feed Chain Return Pan  
 Crossbelt Magnet  
 Scrap Metal Collection Box  
 Magnetic Head Pulley  
 Cold Weather Kit  
 LED Work Lights  
 Air Compressor

1725 Shepherd Road • Chattanooga, TN 37421 USA • [www.astecindustries.com](http://www.astecindustries.com)

Specifications vary based on optional equipment and machine configuration and are subject to change without notice. Measurements are rounded to the nearest whole increment.



CMS20210505

## DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

## DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, 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.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: Payne's Environmental Services, LLC BID NO: 21-010


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

Vendor's Signature 

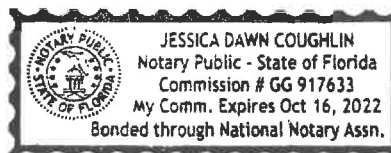
STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Terry Payne who, after first being sworn by me, affixed his/her signature in the space provided above on this 24th day of June 2021.

  
Notary Public

(Affix Seal)



My commission expires: 10/16/2022

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 21-010 for  
Yard Debris Grinding Services
  
2. This sworn statement is submitted by Payne's Environmental Services, LLC  
(name or entity, submitting sworn statement)  
  
whose business address is 5617 Causeway Blvd, Tampa, FL 33619  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is 27-1037046  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.)
  
3. My name is Terry Payne and my relationship to the entity named  
(please print name of individual signing)  
  
above is Owner
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 juring trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes,
  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
  
7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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


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

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

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

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

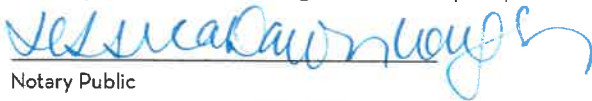
The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

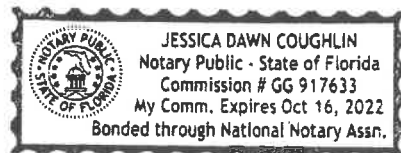
By  (signature) Date: 06/24/2021

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Terry Payne who, after first being sworn by me, affixed his/her signature in the space provided above on this 24th day of June 2021.

 (Affix Seal)  
Notary Public  
My commission expires: 10/16/2022



**NONCOLLUSION AFFIDAVIT**

STATE OF Florida )  
 ) SS  
COUNTY OF Hillsborough )



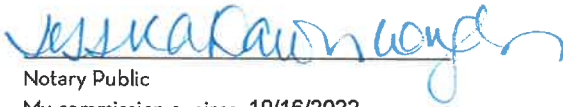
Terry Payne, being first duly sworn deposes and says that:

1. He/she is the Owner, of Payne's Environmental Services, LLC, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Terry Payne who, after first being sworn by me, affixed his/her signature in the space provided above on this 24<sup>th</sup> day of June 2021.



Notary Public

My commission expires: 10/16/2022

(Affix Seal)

