

**Agreement Between Fort Pierce Redevelopment Agency  
& Big Belly Solar, LLC for Trash and Recycling Receptacles Project  
in Downtown, Jetty Park, and River Walk**

This Agreement entered into this \_\_\_day of \_\_\_\_\_, 2026 ("Agreement") is made and entered into by and between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (hereinafter referred to as "FPRA"), and **Big Belly Solar, LLC.**, a FOREIGN LIMITED LIABILITY COMPANY with its principal place of business at 150 A Street, #103 Needham, MA 02494 ("Contractor") (hereinafter referred to collectively as the "Parties").

**WHEREAS**, the FPRA is authorized under Chapter 163, Part III, Florida Statutes to undertake redevelopment activities and improvements that eliminate blight, enhance public spaces, and further the goals of the FPRA Community Redevelopment Plan; and

**WHEREAS**, the FPRA has identified the replacement of outdated, open trash receptacles with modern, enclosed trash and recycling containers, including some solar-powered compacting units, as a strategy to reduce litter, prevent overflowing garbage, improve street appearance, and eliminate conditions contributing to blight within the Community Redevelopment Area; and

**WHEREAS**, on November 25, 2025, the FPRA issued Bid No. 2026-017, for the purchase and installation of trash and recycling receptacles to be located in key areas of the Community Redevelopment Area including Downtown, Jetty Park, and River Walk; and

**WHEREAS**, the Contractor was the sole respondent to Bid No. 2026-017 and was determined to be responsive, having met all bid requirements and specifications; and

**WHEREAS**, on January 14, 2026, the FPRA Board authorized the award of Bid No. 2026-017 to Contractor for the purchase and installation of the proposed trash and recycling receptacles; and

**WHEREAS**, the installation of modern enclosed trash and recycling receptacles advances Goals 17, 18, and 20 of the FPRA Community Redevelopment Plan and implements Policies 20.3 and 20.6 by improving public infrastructure, enhancing the appearance and functionality of public spaces, incorporating additional amenities within public and City-owned areas, and supporting improvements to park and waterfront spaces; and

**WHEREAS**, the FPRA finds that entering into an agreement with Contractor for the purchase and installation of trash and recycling receptacles serves a valid public purpose and is consistent with the FPRA Community Redevelopment Plan; and

**WHEREAS**, Contractor has agreed to produce and install the trash and recycling

receptacles at above mentioned locations for the compensation set forth herein and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

**1. Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), on the Receptacle Quantities and Pricing by Project Location listed in **Exhibit B**, attached hereto and incorporated herein.

Exhibit A will include the scope of work and project timeline, including all phases contract execution, manufacturing, shipping, installation coordination, installation, and post-installation activities.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will conform to the specifications and requirements contained in the Bid 2026-017 ~ FPRA Trash and Recycling Receptacles for Downtown, Jetty Park, and River Walk which conforms with the Contractor's bid dated December 16, 2025, attached as **Exhibit C**. To the extent that the Bid or Contractor's bid submittal conflict with the terms of this Agreement, the terms of this Agreement will control.

**2. Compensation.**

Total compensation to Contractor will not exceed **\$380,448.60 (Three Hundred Eighty Thousand Four Hundred Forty-Eight Dollars and 60/100)** for the initial term of the Agreement and any subsequent renewals, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Compensation shall be paid on a milestone basis as follows:

- a. **Phase 1 – Manufacturing and Order Placement:**  
Thirty percent (30%) of the total contract amount, in the amount of \$114,134.58, upon issuance of the Notice to Proceed and approval of the agreement.
- b. **Phase 2 – Delivery of Receptacles:**  
Forty percent (40%) of the total contract amount, in the amount of \$152,179.44, upon delivery of all trash and recycling receptacles to designated location, as verified and approved by FPRA staff.
- c. **Phase 3 – Installation and Final Acceptance:**  
Thirty percent (30%) of the total contract amount, in the amount of \$114,134.58, upon completion of installation, resolution of any punch-list items, and final acceptance of the work by FPRA.

Upon completion of each applicable milestone and acceptance by the FPRA, Contractor shall submit an invoice setting forth the amounts due for that phase. Each invoice shall be accompanied by any documentation reasonably requested by FPRA to substantiate the invoice amount. FPRA shall, within ten (10) days from receipt of an invoice and supporting documentation, approve or disapprove the invoice, in whole or in part. If FPRA approves the invoice or any portion thereof, FPRA shall promptly pay the approved amount, provided Contractor is not in default under this Agreement. If FPRA disapproves any portion of an invoice, FPRA shall provide written notice specifying the reasons for disapproval within ten (10) days of receipt.

Contractor will submit invoices to FPRA as follows:

City of Fort Pierce  
Attn: Accounts Payable  
P.O. Box 1480  
Fort Pierce, FL 34954

**3. Term.**

This Agreement shall become effective as of the date of the last signature ("Effective Date") and shall remain in effect until the completion of all Services and final acceptance of the work by the FPRA, unless earlier terminated in accordance with Section 8 of this Agreement

**4. Licenses, Permits, Taxes, Fees, Laws and Regulations**

- 4.1 The FPRA shall be responsible for obtaining and paying the cost of all permits required for the installation of the trash receptacles contemplated under this Agreement.
- 4.2 The Contractor shall be responsible for obtaining and maintaining any licenses, registrations, or certifications required for the lawful performance of its services under this Agreement, excluding installation permits obtained by the FPRA.
- 4.3 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.4 Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations.

**5. Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the FPRA, are the sole property of the FPRA and for its exclusive use and reuse at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to the FPRA all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 FPRA will provide all artwork for custom graphic wraps to be applied to the trash and recycling receptacles. The Contractor shall apply the graphics strictly in accordance with FPRA's approved designs and specifications. The Contractor shall not reproduce, modify, distribute, or reuse FPRA-provided artwork for any purpose without the prior written authorization of the FPRA.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by FPRA in writing. Contractor will treat all Work Material as confidential.

**6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.**

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by FPRA or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the FPRA in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose.
- 6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

**7. Public Records.**

- 7.1 FPRA strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information

under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the FPRA to perform the services under this Agreement.

- 7.2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:
- 7.2.2 Upon request from FPRA's custodian of public records, Contractor shall provide FPRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 119, Florida Statutes, or as otherwise provided by law.
- 7.2.3 Contractor shall identify and ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the FPRA.
- 7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to FPRA all public records in possession of Contractor or keep and maintain public records required by FPRA to perform the service. If Contractor transfers all public records to FPRA upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPRA, upon request from FPRA's custodian of public records, in a format that is compatible with the information technology system of the FPRA.
- 7.3 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, [PUBLICRECORDS@CITYOFFORTPIERCE.COM](mailto:PUBLICRECORDS@CITYOFFORTPIERCE.COM), 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.**

8. **Termination.**

- 8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 8.2 FPRA may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of FPRA all Work Material related to the services performed by Contractor in the format requested by the FPRA together with any keys, identification badges, or equipment owned by FPRA.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 FPRA may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.
- 8.7 The City shall have the right to terminate said Agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City will determine in its sole judgment what constitutes a satisfactory level of service.
- 8.8 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

**9. Indemnification.**

Except for expenses or liabilities arising from the negligence of the FPRA or the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the

FPRA and the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, FPRA and the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Contract.

CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which FPRA or the CITY may immediately terminate or suspend this Contract.

**10. Insurance.**

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the FPRA, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to and approved by the FPRA. As evidence of compliance with the insurance required herein, Contractors shall furnish the FPRA with:

A fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the FPRA and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; The original of the policy(ies); or Other evidence satisfactory to the FPRA.

Until such insurance is no longer required by this Agreement, Contractor shall provide the FPRA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the FPRA, Contractor shall, within thirty (30) days after receipt of a written request from the FPRA, provide the FPRA a certified,

complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability – Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the FPRA with thirty (30) days written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 (Each Accident)
- \$1,000,000 (Disease-Policy Limit)
- \$1,000,000 (Disease-Each Employee)

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the FPRA and its respective members, officials, officers, and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with FPRA and their respective members, officials, officers, and employees scheduled thereon.

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the FPRA with thirty (30) days' written notice of cancellation. The coverage may include

restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The FPRA and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors –

Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the FPRA with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence –	
Bodily Injury and Property Damage Liability Combined	\$1,000,000

Pollution Legal Liability - Such insurance shall cover the Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with work by the Contractor or subcontracted by the Contractor including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The FPRA and the FPRA's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

General Conditions - The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the FPRA shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the FPRA or its officials, officers, agents and employees any deductible or self-

insured retention applicable to a claim against the FPRA or its officials, officers, agents and employees.

The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the FPRA and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the FPRA by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the FPRA under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

Fort Pierce Redevelopment Agency  
Attention: Risk Manager  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954

2. Additional Insured for General Liability:

City of Fort Pierce and its officials, officers and employees

**11. Written Authorization Required**

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from FPRA for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

**12. Independent Contractor**

The Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the FPRA in the performance of the Services.

13. **Waiver of Jury Trial**

**BOTH THE FPRA AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.**

14. **Notice**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested, or overnight courier services (e.g. FedEx, UPS) to the party to be notified at the addresses set forth below or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

**As to CITY:**  
**Richard Chess**  
City Manager/FPRA Director  
100 N US Highway 1  
Fort Pierce, FL 34954

**With a Copy To:**  
**Sara Hedges**  
City Attorney  
100 North U.S Hwy 1  
Fort Pierce, FL 34954

**As to Contractor:**  
**Eric Hunt**  
Treasurer  
Big Belly Solar, LLC.  
150 A Street, #103  
Needham, MA 02494

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

15. **Sovereign Immunity**

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the FPRA's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. **Miscellaneous**

16.1 **Assignment.**

Neither party may assign this Agreement, in whole or in part,

without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor.

If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 Taxes.

The FPRA and CITY are exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The FPRA exemption number is on the face of the Purchase Order. Contractors shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the FPRA Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the FPRA or City.

16.4 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and FPRA and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of FPRA and Contractor.

16.5 Force Majeure.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law.

St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution.

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the FPRA. Unless otherwise directed by FPRA, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the FPRA or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the CITY shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers.

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest.

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 Verification of Employment Status.

Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

16.11 Non-Discrimination.

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

16.12 E-Verify.

E-Verify. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify

the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Contractor shall, upon request, provide evidence of compliance with this provision to the FPRA. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the FPRA terminates this contract with Contractor, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the FPRA as a result of the termination of this contract under Section 448.095, Florida Statutes.

**CONTRACTOR**  
**Big Belly Solar, LLC.**

Signed by:  
By: Eric Hunt Jr  
Authorized Signator

Print Name: Eric Hunt Jr

Title: VP Finance/Treasurer

Date: 2/25/2026

**FORT PIERCE REDEVELOPMENT AGENCY**

By: Linda Hudson, Chair

Date: \_\_\_\_\_

**Approved as to form and correctness:**

\_\_\_\_\_  
Sara Hedges, Agency Attorney

**Attachments:**

- Exhibit "A" – STATEMENT OF WORK
- Exhibit "B" – RECEPTACLE QUANTITIES AND PRICING BY PROJECT LOCATION
- Exhibit "C" – CONTRACTOR'S BID

## **EXHIBIT "A"**

### **STATEMENT OF WORK**

#### **Project Description**

The Fort Pierce Redevelopment Agency (FPRA) has engaged Big Belly Solar, LLC to provide the purchase, delivery, and installation of trash and recycling receptacles for Downtown Fort Pierce, Jetty Park, and the River Walk.

This project is limited to the procurement and installation of receptacles only. No software, monitoring services, data plans, or ongoing service contracts are included as part of this Agreement.

The project supports FPRA's beautification and litter management goals by implementing a consistent, durable, and high-quality waste and recycling system designed to reduce overflow, improve efficiency, and complement the surrounding coastal environment.

#### **Scope of Services**

Big Belly Solar, LLC shall be responsible for the following services:

- a. Manufacture, supply, and delivery of trash and recycling receptacles to FPRA-designated locations
- b. Full installation of all receptacles, including anchoring and placement
- c. Coordination with FPRA staff regarding installation locations and scheduling
- d. Removal of existing trash receptacles at each installation location at the time new units are installed, ensuring there is no lapse in trash service
- e. Loading, transport, and delivery of removed receptacles to the City of Fort Pierce Public Works Compound
- f. Sequencing of installation activities to ensure trash receptacles remain available to the public at all times
- g. Final inspection and acceptance of installed units

#### **Receptacle Requirements**

All receptacles provided under this Agreement shall meet the following minimum requirements:

- a. Capacity ranging from approximately 45 to 150 gallons
- b. Fully enclosed design to limit litter exposure and pest access
- c. Fabricated from anti-corrosion materials suitable for coastal environments
- d. Durable, vandal-resistant, and weather-resistant construction
- e. Soft-open hopper or chute mechanisms for safe and quiet operation
- f. Secure locking mechanisms to prevent unauthorized access
- g. Base materials designed to prevent corrosion or staining of sidewalks or pavers
- h. Accommodations for custom anti-graffiti graphic wraps, with artwork provided by FPRA
- i. Select units to include interchangeable message panels for branding or public information
- j. Manufactured in the United States
- k. Minimum five (5) year warranty covering parts and labor
- l. Designed for ease of cleaning and routine maintenance

### Installation and Safety Requirements

- a. Installation shall include all shipping, delivery, anchoring, and placement costs
- b. All installation activities shall comply with OSHA safety standards and applicable local, state, and federal regulations
- c. Receptacles shall be installed to prevent tipping, sliding, or movement under normal use and environmental conditions
- d. All units shall be free of sharp edges or hazardous protrusions
- e. Contractor shall provide appropriate traffic control and safety measures when working in public areas
- f. All installed receptacles are subject to final inspection and acceptance by FPRA prior to project completion

### Project Schedule

Phase	Milestone / Activity	Description	Estimated Duration
Phase 1	Contract Execution & Approvals	Execution of the Agreement by all parties; submission and approval of completed and signed Vendor Order Terms (VOTs); final approval and sign-off on receptacle wrap designs. Upon completion, the order shall be released into the manufacturer's production queue.	Varies
Phase 2	Manufacturing	Manufacturing of trash and recycling receptacles following placement into the production queue.	10–12 weeks
Phase 3	Shipping	Shipment of receptacles from Massachusetts to the project site.	3–5 business days
Phase 4	Installation Review & Coordination	Contractor to coordinate with FPRA approximately two (2) weeks prior to shipment to review installation logistics, scope of work, timelines, site access, and hours of operation, and to confirm responsibilities of each party.	Ongoing during coordination period
Phase 5	Installation	Contractor installation team onsite to install and set up receptacle stations in coordination with FPRA. Contractor Sales Representative to be present during installation.	As scheduled
Phase 6	Post-Installation Review	Post-installation meeting between Contractor's Account Manager, Sales Representative, and FPRA to confirm successful installation, address any issues, and respond to questions.	Following installation

**EXHIBIT "B"**  
**RECEPTACLE QUANTITIES AND PRICING BY PROJECT LOCATION**

The following table summarizes the quantity, type, and associated unit pricing of trash and recycling receptacles by project location. Costs include the purchase, delivery, and installation of each unit. The totals shown below reconcile to the total contract amount of **\$380,448.60**.

**Jetty Park – 28 Units**

<b>Model / Configuration (Pricing Reference)</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Element Single Station</b> – Trash Chute, Front & Rear Wrap, Standard Bin, Installation	5	\$2,317.33	\$11,586.65
<b>Element Single Station</b> – Trash Chute, Custom Wrap, Standard Bin, Installation	6	\$2,622.28	\$15,733.68
<b>Sense Max Single Station</b> – Trash Hopper, Custom Wrap, Standard Bin, Installation	15	\$5,300.90	\$79,513.50
<b>Sense Max / Sense Double Station</b> – Waste & Recycling, Custom Wrap, Installation	1	\$8,211.03	\$8,211.03
<b>Subtotal</b>			<b>\$115,044.86</b>

**River Walk – 9 Units**

<b>Model / Configuration (Pricing Reference)</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Element Single Station</b> – Trash Chute, Custom Wrap, Standard Bin, Installation	3	\$2,622.28	\$7,866.84
<b>Sense Max Single Station</b> – Trash Hopper, Custom Wrap, Standard Bin, Installation	6	\$5,300.90	\$31,805.40
<b>Subtotal</b>			<b>\$39,672.24</b>

**Downtown – 56 Units**

<b>Model / Configuration (Pricing Reference)</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Element Single Station</b> – Trash Chute, Front & Rear Wrap, Standard Bin, Installation	15	\$2,317.33	\$34,759.95
<b>Element Single Station</b> – Trash Chute, Front & Rear Wrap, Message Panels, Installation	9	\$2,627.03	\$23,643.27
<b>Sense Max Single Station</b> – Trash Hopper, Custom Wrap, Standard Bin, Installation	11	\$5,300.90	\$58,309.90
<b>Sense Max Single Station</b> – Trash Hopper, Front & Rear Wrap, Message Panels, Installation	19	\$5,305.65	\$100,807.35
<b>Sense Max / Sense Double Station</b> – Waste & Recycling, Custom Wrap, Installation	1	\$8,211.03	\$8,211.03
<b>Subtotal</b>			<b>\$225,731.50</b>

**EXHIBIT "C"**  
**CONTRACTOR'S BID**

**DELIVER TO:**  
 City of Fort Pierce, Purchasing Division  
 Room 101  
 100 North U.S. #1  
 Fort Pierce, FL 34950

**MAIL TO:**  
 City of Fort Pierce Purchasing Division,  
 Room 101  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480



**INVITATION TO BID  
 and  
 BIDDER ACKNOWLEDGMENT**

**Bid Writer:** Latonya Hubbard, 772-467-3102

**Bid No:** 2026-017

**Pre-Bid Conference:**  
 N/A

**Bid Title:** FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES – DOWNTOWN, JETTY PARK, AND RIVER WALK

**Mandatory Site-Visit Location:**  
 N/A

**Bid Opening Location:**  
 Purchasing Division Conference Room, Room 101  
 100 North U.S. #1, 1st Floor  
 Fort Pierce, Florida 34950

**Bid Due Date & Time:**  
 3:00 PM, TUESDAY, DECEMBER 16, 2025

If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.

**Bidder Name:**  
 Big Belly Solar LLC

*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*

**Mailing Address:**  
 150 A Street, Suite 103

X Eric Hunt Jr  
 Authorized Signature (Manual)

**City, State, Zip Code:**  
 Needham, MA 02494

**Typed or Printed Name:** Eric Hunt, Jr.

**Type of Entity (Select one):**  
 Corporation \_\_\_\_\_  
 Partnership   X    
 Proprietorship \_\_\_\_\_

**Title:** VP of Finance / Treasurer

**Incorporated in the State of:** DE (Organized) **Year:** 4/2/2003

**Delivery in**   120   days, ARO

**Phone Number:** 617-61B-6BB1

**Payment Terms:** Net 30 Days

**Fax Number:**

**FEIN or SS Number:** 84-3362657

**E-Mail Address:** jsherman@bigbelly.com

**Local Business:**   Y     X     N   **MWBE:**   Y     X     N  

**Bid Security is attached, when required, in the amount of \$** \_\_\_\_\_  
 F.O.B. DESTINATION

**If returning as a "No Bid" state reason:**

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID**



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

### ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

**Company Name**

Big Belly Solar, LLC

---

**Name and Title of Authorized Representative**

Eric Hunt, Jr. / VP of Finance and Treasurer

---

Signed by:

*Eric Hunt Jr*

858DC888D338484...

**Signature**

12/16/2025

**Date**



# DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Big Belly Solar, 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 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 employees 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.

Signed by:  
Eric Hunt Jr  
856128861339484...  
*Proposer's Signature*

12/16/2025  
*Date*

**PUBLIC ENTITY CRIMES AFFIDAVIT**  
**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 by City of Fort Pierce  
(Print name of the public entity).  
by Eric Hunt, Jr. / VP of Finance and Treasurer  
(Print individual's name and title)

for Big Belly Solar, LLC

whose business address is 150 A Street, Ste 103, Needham, MA 02494

(If applicable) its Federal Employer Identification Number (FEIN) is 84-3362657

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid 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.

3. 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.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

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

- b. convicted of a public entity crime in Florida during the preceding 36 months shall
- c. be considered an affiliate. 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 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.

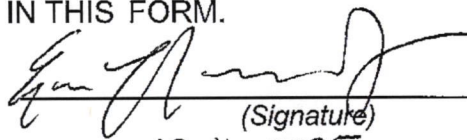
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

  X   Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
(Signature)  
12.16.2025  
\_\_\_\_\_  
(Date)

STATE OF Massachusetts

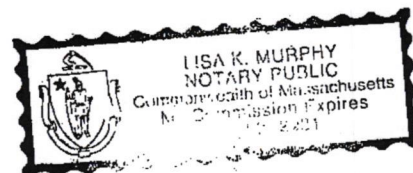
COUNTY OF Norfolk

PERSONALLY APPEARED BEFORE ME, the undersigned authority Eric Hunt, Jr.  
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this  
day 16<sup>th</sup> of December, 2025.

  
(NOTARY PUBLIC)

My Commission Expires: 4-3-2028





### E-VERIFY AFFIRMATION STATEMENT

**Description: FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING  
RECEPTACLES – DOWNTOWN, JETTY PARK AND RIVER WALK**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

- (a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and
- (b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and
- (c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and
- (d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Big Belly Solar, LLC  
 Authorized Company Person's Signature:   
 Authorized Company Person's Title: VP of Finance and Treasurer  
 Date: 12-16-2025

STATE OF MASSACHUSETTS  
COUNTY OF NORFOLK

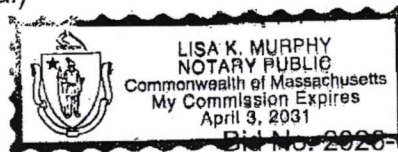
Sworn (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 16<sup>th</sup> day of December, 2025 by Eric Hunt, Jr., who is  personally known or  produced identification (ID produced: \_\_\_\_\_).

Signature:  (Seal)

NOTARY PUBLIC

My Commission Expires: 4-3-31

E-Verify Affirmations Statement





# CITY OF FORT PIERCE AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Big Belly Solar, LLC

Authorized Representative's Name and Title: Eric Hunt, Jr. / VP of Finance and Treasurer

Address: 150 A Street, Ste 103

City: Needham State: NY Zip Code: 02494

Phone Number: 888.820.0300 Email Address: Contracts@bigbelly.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.





## REFERENCES

BID NO. 2026-017

### FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES – DOWNTOWN, JETTY PARK AND RIVER WALK

Contact Person & Title	Mr. Craig Clay / Deputy City Manager
Email Address	cclay@miamigardens-fl.gov
Phone No.	305.622.8000 x 2702
Company Name	City of Miami Gardens
Mailing Address	1515 NW 167th St.
City, State, Zip	Miami Gardens, FL 33169
Type of commercial work contracted	Current Bigbelly User
Contact Person & Title	Bobby Khan / Fiber Enterprise Mgr.
Email Address	akhan@mywinterhaven.com
Phone No.	407.463.8345
Company Name	City of Winter Haven
Mailing Address	451 Third St. NW
City, State, Zip	Winter Haven, FL 33881
Type of commercial work contracted	Current Bigbelly User

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**BIG BELLY SOLAR LLC**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . .

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.  
**150 A STREET, SUITE 103**

**6** City, state, and ZIP code  
**NEEDHAM, MA 02494**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

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

**Social security number**

			-			
--	--	--	---	--	--	--

or

**Employer identification number**

8	4	-	3	3	6	2	6	5	7
---	---	---	---	---	---	---	---	---	---

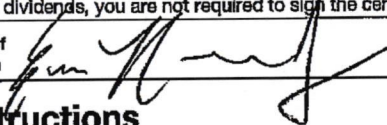
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person     Date **6.23.25**

### General Instructions

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

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

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# BID RESPONSE FORM



<b>Bid Item</b>	<b>FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING RECEPTACLES – DOWNTOWN , JETTY PARK AND RIVER WALK</b>		
<b>Bid Number</b>	2026-017	<b>Due Date &amp; Time</b>	3:00 PM, TUESDAY, DECEMBER 16, 2025

The Offeror hereby submits a bid in accordance with the specifications provided. The Offeror agrees to furnish all items and/or services to the City of Fort Pierce at the locations designated, in full compliance with the specifications, and at the prices listed below:

DESCRIPTION	QUANTITY	PER UNIT	TOTAL COST
Greater than 45-gallon, fully enclosed, full graphic wrap, non-powered	9	\$2622.28	\$ 23,600.52
Greater than 45-gallon, fully enclosed, front & back graphic wrap, non-powered	20	\$2317.33	\$ 46,346.60
Greater than 45-gallon, fully enclosed, front & back graphic wrap with side inserts, non-powered	9	\$2627.03	\$ 23,643.27
150-gallon, fully enclosed, full graphic wrap, solar-powered compactors with fullness indicator	32	\$5300.90	\$ 169,628.80
150-gallon, fully enclosed, front & back graphic wrap with inserts on the side, solar-powered compactors with fullness indicator	19	\$5305.65	\$ 100,807.35
Double Station – waste and recycling combo, 150 Gallon, fully enclosed, full graphic wrap, solar powered compactor with fullness indicator	2 – waste 2 - recycling	\$8211.03	\$ 16,422.06
<b>Total</b>	<b>93</b>		<b>\$380,448.60</b>

**Bid Response Form**  
**Page 2 of 2**

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	Dec 12, 2025

Vendor: Big Belly Solar, LLC  
Address: 150 A Street, Ste. 103  
City, State, Zip Code: Needham, MA 02494  
Email Address: contracts@bigbelly.com  
Typed Name <sup>Title</sup> Eric Hunt, Jr.  
Signature *Eric Hunt Jr* Date 12/16/2025  
Telephone # 888.820.0300 Fax #  

(\*Please include Remit to address if different than address stated above)

Remit To: \_\_\_\_\_  
\_\_\_\_\_

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

**December 12, 2025**



**CITY FORT PIERCE**

**FORT PIERCE REDEVELOPMENT AGENCY TRASH AND RECYCLING  
RECEPTABLES – DOWNTOWN, JETTY PARK, AND RIVER WALK**

**ADDENDUM NO. 1**

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

1. **Question:** We are interested in submitting a bid on this bid for Trash and Recycling Receptables however on page 20 it says the products must be manufactured in the US. Ours are not manufactured in the US so I'm wondering if that requirement can be changed so we can submit a bid.

**Answer:** We prefer to maintain the requirement that the receptacles be manufactured in the United States. U.S. manufactured products generally offer more reliable quality and durability and allow us to access timely warranty service, replacement parts, and customer support. Sourcing domestically also helps minimize shipping delays and supply chain disruptions, which is important for maintaining project schedules.

2. **Question:** I could not find when the purchase order would be sent out and paid by the city? I know the city will front the money for necessary insurance if need be however I'm trying to figure out if I need the capital to purchase all the materials and installation fees beforehand and then the city pay the bill afterwards, or if I send the city a bill and they pay it then I order all the materials and get everything completed?

**Answer:** The city will not front for any money , including for insurance. The city will pay for the receptables directly, and we expect them to be installed promptly.

3. **Question:** Page 8 clause 24, Patents and Royalties need a clause that protects Bidder from copyright infringement for any wrap designs requested by the City.

**Answer:** If the City provides any artwork, images, logos, wrap designs, or other graphic materials to be used in the production of any required work, the City shall be solely responsible for ensuring that such materials do not infringe on any copyright, trademark, or other intellectual property rights. The Bidder shall not be held liable for copyright infringement arising from the City's requested designs.

**The Bidder's responsibility for copyright compliance applies only to original artwork or designs created directly by the Bidder.**

**4. Question:** Page 10 Clause #35, Cooperative Purchasing – is any governmental purchasing authority defined as any FLORIDA governmental purchasing authority? Or can the governmental purchasing authority be from a different state?

**Answer:** Yes, that agency can be from another state.

**5. Question:** Page 21 clause #8, Business Tax Receipt. What is this? There is no such license.

**Answer:** In the state of Florida a Business Tax Receipt, sometimes referred to as an “Occupational License”, a local license issued by a city or county that gives a business the authority to operate within that jurisdiction.

**Please provide, with your submittal, a copy of the license required to operate as a business in your jurisdiction, renewed annually.**

**6. Question:** Page 22 clause #14 Licensing – What license are they looking for? Sec. of State registration?

**Answer:** All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

**7. Question:** Could you please confirm that delivery address for the units.

**Answer:** The delivery will be at the Public Works Compound, 52 Savannah Road, Fort Pierce, FL 34982.

**8. Question:** Are there any special delivery requirements: Liftgate Needed, Appointment, Specific Delivery Hours, etc.

**Answer:** Everything would be coordinated with the Public Works Facilities Manager, Rick Stauffer. A delivery date will be needed once we select the bidder, delivery hours should be between 8am to 5pm, liftgate might be needed.

**9. Question:** Is there appropriate space for 93 pallets once the truck(s) have been offloaded?

**Answer:** Yes, at the Public Works compound.

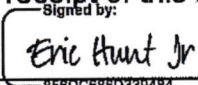
Item #7 contains a typographical error. The corrected language is provided below and should be noted:

**Certificate of Use (Pass/Fail)**

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. This ordinance removed the requirement for a Business Tax Receipt and replaced it with a mandatory **Certificate of Use**. A Certificate of Use is required for all businesses within the City limits, including those occupying commercial locations, home-based businesses, and non-profit organizations. **If your business or non-profit organization is located within the City of Fort Pierce city limits, you must include a copy of your Certificate of Use with your submittal.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  Manual  
Signed by: 858DC688D339484...

Signature: Eric Hunt, Jr. Typed or Printed

Company Name: Big Belly Solar, LLC

Address: 150 A Street, Ste. 103  
Needham, MA 02494

Date: 12/16/2025

/gc



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## Detail by Entity Name

Foreign Limited Liability Company  
BIG BELLY SOLAR, LLC

### Filing Information

<b>Document Number</b>	M23000011589
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<b>State</b>	DE
<b>Status</b>	ACTIVE

### Principal Address

150 A STREET, #103  
NEEDHAM, MA 02494

### Mailing Address

150 A STREET, #103  
NEEDHAM, MA 02494

### Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC  
2894 REMINGTON GREEN LN., STE A  
TALLAHASSEE, FL 32308

### Authorized Person(s) Detail

#### **Name & Address**

Title President

PHILLIPS, BRIAN  
150 A STREET, #103  
NEEDHAM, MA 02494

Title CEO

FELDT, RICHARD  
150 A STREET, #103  
NEEDHAM, MA 02494

Title Treasurer

HUNT, JR., ERIC  
150 A STREET, #103  
NEEDHAM, MA 02494

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	04/03/2024
2025	04/07/2025

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Florida Department of State, Division of Corporations





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International New England</b>		License # <b>1780862</b>	NAMED INSURED <b>Big Belly Solar LLC</b> 150 A Street, Suite 103 Needham, MA 02494
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

Description of Operations/Locations/Vehicles:  
policy provisions, if requirement is contained in written contract with the named insured and executed prior to a loss/claim/incident.  
Waiver of Subrogation applies to General Liability and Workers Compensation in favor of the certificate holder The City of Fort  
Pierce, and their respective members, officials, officers and employees if required by written contract.

