MEMO

WEST PALM BEACH

City Attorney
City of West Palm Beach
Mayor's Office

DEC 11 2025

401 Clematis Street
West Palm Beach FL 33401

To: **Keith A James, Mayor**

From: Samuel A. Thomas, Sr. Asst. City Attorney SAT

Date: December 11, 2025

File No: **27492.019**

Dept. 410 Public Works

Re: **GT Supplies; Amd #2; City Dumpsters; Term Extension; MP**

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

☐ Small Purchase	☐ Quotes	☐ Single Source
☒ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐

Procurement No. ITB 22-23-111 MK Contract Purchasing Agmt. No. *(Master contracts only)*

Contract/Amendment----------

Contract Purchasing Agmt. No. *(Master contracts only)*

Contract Amount: $

Contract term: 1 Year ☐ Renewal available: 1-1 Year Contract Expires:

Applicable Program: ☐ Small Business ___% participation ☐ MWBE____%
☐ Living Wage ☐ Local Workforce

WO/WA/CO----------

WO/WA/CO/Amd Amount: $0.00 (Time Only) Est. Expiration Date: April 19, 2027

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Victoria Munnilal-Lindley- Public Works

RECEIVED

To: **Victoria Munnilal-Lindley- Public Works**

Please forward the fully-signed original contract document to the vendor/contractor.

DEC 12 2025

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

RG

1 – City original 2 – Department 3 – EEO Office

WEST PALM BEACH

CITY OF WEST PALM BEACH

AMENDMENT NO. 2
[Term Extension]

Contract Name: MASTER SERVICES AGREEMENT
[Dumpster/Containers Repair and Maintenance Services]
Contractor: GT Supplies, Inc.

Contract No. 27492. 019

THIS AMENDMENT No 2 ("Amendment") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and the "Contractor" identified above.

WHEREAS, the parties desire to extend the Contract, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term**. Pursuant to the renewal provision of the Contract, the term of the Contract is hereby extended for an additional 1 year period expiring April 19, 2027. Extension terms, conditions and rates shall be the same as the original Contract.

2. **Insurance**. Contractor shall maintain insurance coverages in accordance with the Contract and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement/Contract are on file with the City as of the date of this Amendment.

3. **Contractor Representations**. Contractor makes the following representations:
   a. Contractor is not on the Florida Discriminatory Vendor List;
   b. Contractor is not on the Florida Convicted Vendor List;
   c. Contractor is not on the Florida Scrutinized Companies that Boycott Israel List; nor the Scrutinized Companies with Activities in the Sudan List; nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and Contractor does not engage in business in Cuba.
   d. Contractor is not owned by, does not have a controlling interest by, is not organized under the laws of, and does not have a principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic' Contractor has provided the required affidavit.
   e. Contractor hereby represents that it does not use coercion for labor or services. Contractor has provided the required affidavit.
   f. Contractor utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees.

4. **Effect of Amendment**. Except to the extent the Agreement is modified by this Amendment, the terms and provisions of the Agreement, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement / Contract, as amended and this Amendment, the terms of this Amendment shall govern and prevail.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day and year last executed below.

GT SUPPLIES, INC.

By: _____

Print Name: Gregg Roesch

Title: V.P.

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
City Clerk

Date: 12/16, 20 25

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: Samuel A. Thomas

AFFIDAVIT RE FOREIGN COUNTRY OF CONCERN

STATE OF FLORIDA }
} SS:
COUNTY OF PALM BEACH }

For purposes of this Affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned officer of the firm/company named below, being duly sworn, swears or affirms, under penalty of perjury, that the statements made in this Affidavit are true:

1. I am an officer or representative of GT SUPPLIES, INC (herein after "Company"), and I am authorized to provide this Affidavit on the Company's behalf.
2. I have personal knowledge of the facts contained in this Affidavit.
3. The Company is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in the Company.
5. The Company is not organized under the laws of a foreign country of concern.
6. The Company does not have its principal place of business in a foreign country of concern.
7. If, at any time, any of the above-statements are no longer true, the Company will immediately notify the City of West Palm Beach. Company acknowledges that thereafter, no contracts may be executed, renewed, or extended, with the City.
8. I make this affidavit for the purpose of complying with Florida Statutes, Section 287.138.
9. I understand that the Attorney General of the State of Florida may bring a civil action against any company that violates the statute which may result in fines, the inability to enter, renew or extend any agreement with a government entity, or the inability to receive or renew any governmental license, certification or credential.

I have read the foregoing statements and confirm that the facts stated are true, and are made for the benefit of, and reliance by, the City.

Company: GT SUPPLIES INC.

Authorized Signature: [signature]

Print Name: GREGG ROESCH

Title: V.P.

On this 5TH day of NOVEMBER, 2025, the foregoing Affidavit was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence, or ☐ on-line notarization by GREGG ROESCH as the V.P. of GT SUPPLIES and who ☑ is personally known to me or ☐ produced the following identification: _____.

[Seal]

[signature]
Notary Public

Notary Public State of Florida
Donald R Lipinski
My Commission
HH 200297
Exp. 1/31/2026

Print Notary Name: DONALD R. LIPINSKI

Notary Commission Number: HH 200297

AFFIDAVIT RE COERCED LABOR

STATE OF FLORIDA }
} SS:
COUNTY OF PALM BEACH }

The undersigned officer of the firm/company named below, being duly sworn, swears or affirms, under penalty of perjury, that the statements made in this Affidavit are true:

1. I am an officer or representative of GT SUPPLIES INC (herein after "Company"), and I am authorized to provide this Affidavit on the Company's behalf.
2. I have personal knowledge of the facts contained in this Affidavit.
3. The Company affirms that the Company does not use coercion for labor or services, and understands that the term "coercion" means:
   - Using or threatening to use physical force against any person;
   - Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
   - Using 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;
   - Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   - Causing or threatening to cause financial harm to any person;
   - Enticing or luring any person by fraud or deceit; or
   - Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
4. The Company understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of West Palm Beach from executing, renewing, or extending a contract to companies that use coercion for labor or services.
5. If, at any time, any of the above-statements are no longer true, the Company will immediately notify the City of West Palm Beach. Company acknowledges that thereafter, no contracts may be executed, renewed, or extended, with the City.
6. I make this affidavit for the purpose of complying with Florida Statutes, Section 787.06(13).

I have read the foregoing statements and confirm that the facts stated are true, and are made for the benefit of, and reliance by, the City.

Company: GT SUPPLIES INC.

Authorized Signature: _____

Print Name: GREGG ROESCH

Title: V.P.

Notary Public State of Florida
Donald R Lipinski
My Commission
HH 200297
Exp. 1/31/2026

Donald R Lipinski