



RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

Solicitation Number: RFP #2021-01
Submitted by: Trey Richardson, General Manager
Date: August 17, 2021 at 3:00 PM
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Copy



We'll handle it from here.®

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**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
RESIDENTIAL & COMMERCIAL SOLID WASTE, RECYCLING, YARD
WASTE, AND BULK WASTE COLLECTION SERVICES
FOR THE TOWN OF MALABAR
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation, the general partner (the "General Partner") of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof.

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance bc, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, and to include the execution of related documents, in connection with the day-to-day business activities of the Partnership, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President bc, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TREY RICHARDSON** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 23rd day of July, 2021.


Eileen B. Schuler, Secretary



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*State of Florida
Department of State*

I certify from the records of this office that REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP is a Delaware limited partnership authorized to transact business in the State of Florida, qualified on December 27, 1999.

The document number of this limited partnership is B99000000467.

I further certify that said limited partnership has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

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



Randy Be
Secretary of State

Tracking Number: 7025100687CU

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

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



RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION

1. Qualifications and Experience

An overwhelming majority of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering Simple Solutions, Reliability and Environmental Responsibility.

Best Value

The Republic Services team is passionate about our role as responsible stewards of **our nation's waste**. We believe in a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

A Commitment to Excellence

We know that by offering differentiated products, services and experiences designed **to meet our customers' wants and needs**, we drive customer loyalty and increase willingness to pay. We continue to invest in and enhance our customer-facing technology, including our website and

Republic Services is your low-risk, best value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – approximately 21% of the fleet operates on natural gas
- Safer – 39% fewer incidents than industry average
- Simple Solutions – manage your account with the Republic Services app
- Named to both the Dow Jones Sustainability World and North America Indices 2020
- **Named to Barron's 100 Most Sustainable Companies**
- 3 fully staffed, US-based, national Customer Resource Centers

mobile app. We also use our new "RISE" platform to transform our dispatch operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. Over time, this platform will significantly increase connectivity with our customers – which will also further empower

Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
39% safer than industry average	Fewer incidents; safer community streets for children at play
Simple Solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized globally on Dow Jones Sustainability Index	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web- and smartphone-based apps for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion



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our employees, improve productivity and transform our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term.

We'll handle it from here™, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless.

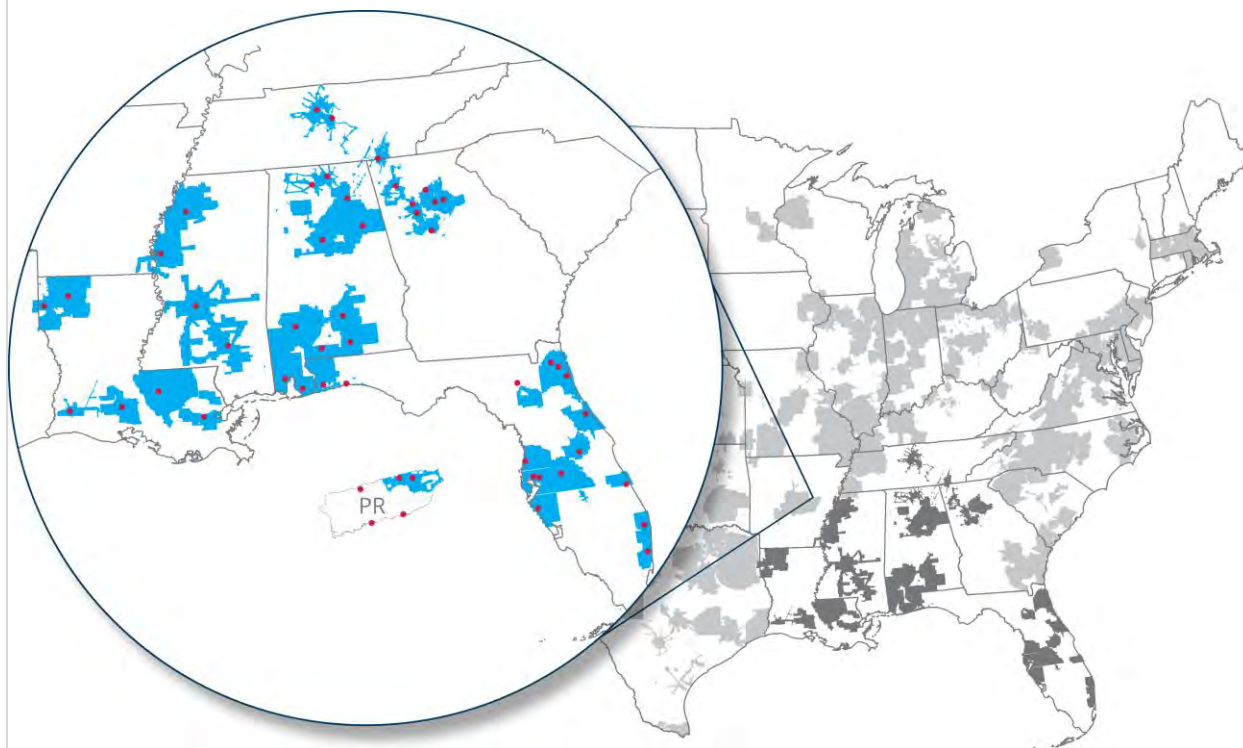
There is an undeniable energy of excellence at Republic Services, and it is surging through everything we do. Excellence is the essence of our growth through differentiation strategy.

We believe that excellence means being better than competitors at everything we do, every day. We begin by actively listening to our customers. We seek out thousands of conversations each month, mining for insights into customer wants and needs. Those insights lead to innovation. Our innovation brings about simple solutions for our customers. We configure products and services to the individual customer at the right price.

Next, we make it an effortless and enjoyable experience. We enable customers to interact with us on their terms: online, in-person or by phone. Then, the best people deliver a superior product or service, fulfilling and exceeding our promise, every time.

This zeal for our customers has brought forth new and exciting changes. From operations to talent to technology, we are focused on not just meeting the needs of

Local accountability backed by national support. Our Brevard County operations are backed by our corporate-wide strength and experience, incorporating best practices from other local operations.





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our millions of customers but exceeding them.

Low-cost providers in the industry sacrifice one or more of these elements, translating to risk to your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving more than 2,400 municipal contracts today.

Local Leadership with National Support

Our local team is vital to the successful delivery of this contract and its daily operations. This team's **unique combination** of collection experience, recycling expertise, and innovative management systems ensure quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have substantial experience in the region.

Five Elements of Sustainability. These commitments are reflected in the way we do business and guided by the five elements of our sustainability platform.

Our Blue Planet: 2030 Goals



Safety

Nothing is more important than safety. The nature of our business model requires us to be uncompromising on safety. A sustainable planet is only possible if everyone works and lives together...safely.



People

We believe an engaged and diverse workforce is vital to our success. Our people make Republic a preferred place to work and help our communities be strong and vibrant.



Operations

With one of the largest fleets in the nation and an average of 5 million pickups per day, we know it's important for us to continuously leverage technology to reduce emissions while increasing efficiency.



Materials Management

Our experience, passion and high ethical standards drive us to do more, solve more, innovate more and turn waste into solutions that deliver a valuable product or service while also protecting our planet.



Communities

Investing in the communities where we live and work is important to us. We provide financial support, volunteer our time and provide in-kind donations to help our communities thrive.



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Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in **anticipating customers' needs and adjusting** to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as the recent coronavirus (COVID-19) pandemic, hurricanes, tornados, or other disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Brevard County that many other providers in the industry are unable to stand behind.

Our Promise

We'll handle it from here™, our promise is backed by the details of this proposal submittal to you. In summary, we take pride in offering you a best-value partnership that consists of Simple Solutions, which are Reliable and Environmentally Responsible.

- **Simple Solutions** – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of unique waste streams that include electronics, bulb and battery waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details, alerts, as well as delivery schedules and billing information.
- **Reliability** – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for first-call resolution through our fully integrated customer resource centers.

Republic Services focuses on these characteristics enabling us to be your preferred recycling and waste partner.

Simple Solutions	Reliability	Environmental Responsibility
<ul style="list-style-type: none"> • Electronics Recycling • Universal Recycling • Compactor Solutions • eCommerce • Republic Services App • Customer Resource Centers 	<ul style="list-style-type: none"> • 99.9% Daily Pickup Rate¹ • First Call Resolution • 40% Safer Drivers • Youngest Fleet in the Industry <p><small>¹99.9% proven daily pickup rate based on missed pickup data for commercial and residential customers from April 2018 - March 2019.</small></p>	<ul style="list-style-type: none"> • Sustainability Commitments • 2,400 CNG Trucks • State-of-the-Art Recycling Facilities



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Additionally, our tenure drivers are the safest in the industry, which means your residents are better off with our team on your streets.

- Environmental Responsibility – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we drive to be a good neighbor in every municipality we partner with.

It is through these initiatives and recognitions that we reiterate our commitment to Pasadena. On behalf of the 35,000 employees at Republic Services, we appreciate the opportunity to earn your business through this submittal and look forward to a long and continued partnership for years to come.



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Company Overview

Republic Services is one of the **country's leading providers of municipal recycling and waste services**, serving more than 2,400 communities, with millions of customers in 41 states.

Local Presence

For one-year Republic Services has partnered with municipalities, residents, and businesses in Brevard County to provide solid waste, recycling, yard waste, and bulky item collection services.

Republic Services is integrated in the community, employing approximately 80 people within Brevard County.

We place great importance on our human capital and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe

Republic Services invests in our communities by continuing to provide customers with safe, customer service-focused solutions

- Municipalities that partner with Republic Services choose to renew or extend their contracts over 92% of the time
- Our 15,500 drivers execute 5M pickups/day
- Average tenure of Republic Services Municipal customer is more than 15 years
- As a corporate partner, we sponsor and are present in the communities we serve
- 42,000 residential customers, 1,000 commercial, 1 School Board contract and 50 industrial customers within Brevard County.

Company History. Today's Republic Services is the product of three former industry leaders.





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environment, competitive pay and benefits, and many opportunities for professional growth.

Our Company

Republic Services is an industry leader in the non-hazardous solid waste industry with revenues more than \$10 billion and over 35,000 dedicated employees. Our lineage, which includes three of the industries most recognized brands, who combined in 2008. All our legacy brands operate today as a part of the Republic Services family.

Republic Services' collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our millions of commercial, industrial, and residential customers.

Republic Services responsibly operates 340 collection operations, 220 transfer stations, 186 active solid waste landfills and 76 recycling centers across 41 states. We also have 75 landfill gas and renewable energy projects and are adding new facilities every year. In our Energy Services vertical, we

have 6 treatment, recovery and disposal facilities as well as 9 saltwater disposal wells.

With more than 16,000 vehicles, Republic Services deploys the 5th largest vocational fleet in the U.S. to collect approximately 100 million tons of waste and over 6M tons of recyclables.

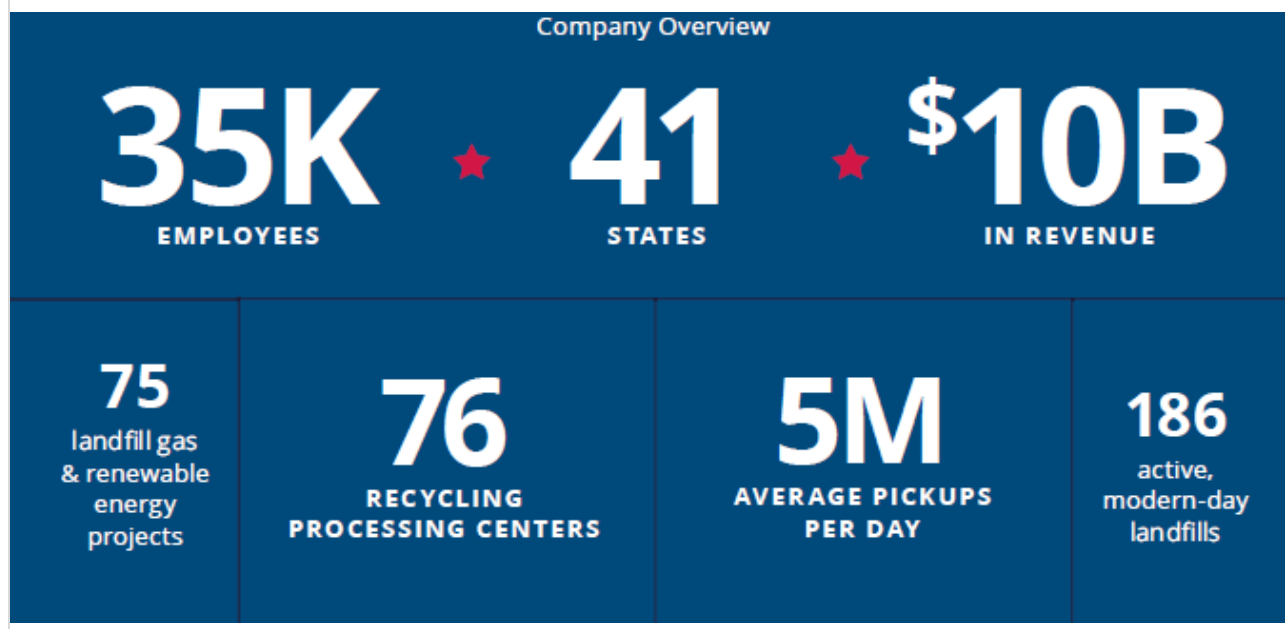
Vision

Republic Services' vision is to be America's preferred recycling and waste services partner. We earn this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

Values

We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these

Key Company Statistics. Republic Services is an industry leader in the U.S. non-hazardous solid waste industry.





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principles every time we see the five R's joined together to form the Republic Services' Star.

Strategy

Our strategy is profitable growth through differentiation. Simply put, we hire the best people that deliver the best products that best meet **our customers' needs**.

Our Promise

We'll handle it from here™, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, while also providing opportunities to increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our strategy of profitable growth through differentiation. **Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiative, Mosaic, we are committed to making Republic Services an employer of choice where the best and brightest come to work.**

Leadership

Republic Services' operations are national in scope, but the physical collection and disposal of waste is very much a local business, and the dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through ten geographic operating areas, consisting of multiple divisions that each provides recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at our Palm Bay, Hauling Company. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team is only two levels removed from our corporate staff, which means the backing and support of a national company **is accessible in a moment's notice**.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Ownership beyond five percent

The following Figure shows certain information as of May 2020, with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Ownership beyond five percent.

Name of Owner	% Outstanding Shares
Cascade Investment, LLC	34.18%
BlackRock, Inc.	5.52%



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The Vanguard Group, Inc.	6.15%
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Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets.

Associations

Republic Services is a member of the following associations and organizations, among others. Our employees are actively engaged in these organizations and, in many cases, serve on the board of directors and/or are elected officers.

- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)

Republic Services is a proud member of our industry association as well as many other trade associations.





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b) Service Performance and References:

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

Service Reference #1

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: City of Haines City
Contact (Name/Title): James Keene/Public Works Director
Contact Address: 300 N 5th St, Haines City, FL 33844
Contact Phone: (863) 421-3777 Contact Email: jkeene@hainescity.com
Term of Current Contract: Start Date: 1/1/2006 End Date: 12/31/2023

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	9,250	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Recyclables	U	9,250	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Yard Trash	U	9,250	n/a	x		
<input checked="" type="checkbox"/>	Bulk Trash	U	9,250	n/a	x		

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: Republic Services of Florida, Limited Partnership



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TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #2

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: City of Davenport
Contact (Name/Title): Kelly Callihan/City Manager
Contact Address: 1 S Allapaha Ave, Davenport, FL 33837
Contact Phone: (863) 419-3300 Contact Email: kcallihan@mydavenport.org
Term of Current Contract: Start Date: 7/1/2007 End Date: 10/1/2022

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	9,484	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Recyclables	U	9,484	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Yard Trash	U	9,484	n/a	x		
<input checked="" type="checkbox"/>	Bulk Trash	U	9,484	n/a	x		

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: Republic Services of Florida, Limited Partnership



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TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Service Reference #3

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: City of Frostproof
Contact (Name/Title): Nicole McDowell/City Manager
Contact Address: 111 W 1st St, Frostproof, FL 33843
Contact Phone: (863) 635-7832 Contact Email: nmcowell@cityoffrostproof.com
Term of Current Contract: Start Date: 7/1/2019 End Date: 6/30/2024

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	940	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Recyclables	U	940	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Yard Trash	U	940	n/a	x		
<input checked="" type="checkbox"/>	Bulk Trash	U	940	n/a	x		

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: Republic Services of Florida, Limited Partnership



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TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

Service Reference #4

Proposer shall complete and submit this form in conjunction with any other relevant material as part of Section 1 of its Proposal.

Municipality/County: Town of Lake Hamilton
Contact (Name/Title): Sara Irvine/Town Manager
Contact Address: 100 Smith Ave | Lake Hamilton, FL 33851
Contact Phone: (863) 439-1910 Contact Email: sara@townoflakehamilton.com
Term of Current Contract: Start Date: 10/1/2019 End Date: 9/30/2022

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Universal; S=Subscription)	Number of Units Serviced	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	605	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Recyclables	U	605	<input checked="" type="checkbox"/>	x		
<input checked="" type="checkbox"/>	Yard Trash	U	605	n/a	x		
<input checked="" type="checkbox"/>	Bulk Trash	U	605	n/a	x		

Is asset management for Roll Carts provided? YES NO

Commercial Collection Service Provided: YES NO

Number of commercial Solid Waste customers: _____

Commercial recyclables collection provided: YES NO

Other relevant information:

PROPOSER: Republic Services of Florida, Limited Partnership



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c) Service Transition History

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

Service Transition History

Proposer shall complete and submit this form providing a complete listing of all transitions of which the Proposer has been a part, including both entering and existing contractor transitions in the State of Florida for the past two (2) years, as part of Section 1 of its Proposal. If Proposer does not have transition experience in Florida, then a nationwide transition performance history should be submitted. Proposer is required to provide a self-evaluation of each transition identifying the smoothness of the transition by qualifying the level of service disruption. Because the Contractor is responsible for providing a smooth transition in service to minimize inconvenience to customers, successful transition experience is important to the Town. These forms may be duplicated as needed to ensure a complete history. Any omissions within the service transition history may be cause for disqualification at the Town's discretion.

Municipality/County/State: City of Palm Bay Date of Transition: 10/1/2020
Contact Name/Title: Suzanne Sherman/City Manager Entering Contract x Exiting Contract
Contact Phone: (321) 952-3411 This transition had minimal service disruption:
Contact Email: suzanne.sherman@palmabayflorida.org
Contract Included: (check all that apply)
Exclusive Residential x No. of units: 41,000 Exclusive Commercial x No. of Customers: 912
Carted Garbage x Carted Recycling x Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: City of Eagle Lake Date of Transition: 10/1/2019
Contact Name/Title: Tom Ernharth Entering Contract x Exiting Contract
Contact Phone: (863) 293-4141 This transition had minimal service disruption:
Contact Email: ternharth@eaglelake-fla.com
Contract Included: (check all that apply)
Exclusive Residential x No. of units: 1,034 Exclusive Commercial x No. of Customers: 40
Carted Garbage x Carted Recycling x Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State: Volusia County Date of Transition: 4/1/2020
Contact Name/Title: Regina Montgomery/Solid Waste Entering Contract x Exiting Contract
Contact Phone: 386-943-7889 This transition had minimal service disruption:
Contact Email: rmontgomery@volusia.org
Contract Included: (check all that apply)
Exclusive Residential x No. of units: 46,407 Exclusive Commercial x No. of Customers:
Carted Garbage xx Carted Recycling Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State:
Contact Name/Title:
Contact Phone:
Contact Email:
Contract Included: (check all that apply)
Exclusive Residential No. of units:
Carted Garbage Carted Recycling Exclusive Commercial No. of Customers:
Conducted Cart (A&D) Acquisition & Delivery

Municipality/County/State:
Contact Name/Title:
Contact Phone:
Contact Email:
Contract Included: (check all that apply)
Exclusive Residential No. of units:
Carted Garbage Carted Recycling Exclusive Commercial No. of Customers:
Conducted Cart (A&D) Acquisition & Delivery

PROPOSER: Republic Services of Florida, Limited Partnership



RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION

d) Performance History

In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

e) Staff Experience

Our operations are run locally, by seasoned industry veterans who live in your community, and are backed by the experience and strength of their area and corporate leadership teams.

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. They are knowledgeable of local collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of our parent company, Republic Services, Inc.

Republic Services' in-house training, personnel advancement, recruitment programs, and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Local Leadership

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Brevard County. **This team's** unique combination of collection experience, recycling expertise, and innovative management systems will ensure quality service for the duration of the contract.

Local Business Unit has over X years of combined industry experience

- We provide jobs to more than 35,000 people nationwide.
- The local General Manager and his business unit are fully empowered to serve your needs
- Every business unit is supported by area and corporate staff

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in the region. This allows us to quickly respond and meet your needs; all-the-while staying in touch with your local businesses and residents. We believe our strong area management team allows us to effectively and efficiently drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets. Because of retaining experienced managers with extensive knowledge of their local communities, we **are proactive in anticipating customers'** needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters. In times of challenges like this, our area and corporate teams activate to ensure people are safe and our assets are operational, so



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we can return to normal operations as soon as possible.

Key Personnel Bios

Your local team has been working together for years, serving one municipality in your area. The key positions and roles involved in the delivery of this contract are listed below:

Area President

Jamey Amick has over 26 years of experience in the solid waste industry and oversees the strategic and operational direction for the Southeast Area. Mr. Amick has been with Republic Services for 25 years. He is responsible for managing 4100 employees in the 92 solid waste divisions which include 24 landfills, 22 transfer stations and 6 materials recovery facilities (recycling centers). His area market generates 1.25 Billion in annual revenue with a focus on strategic integrated growth.

General Manager

Trey Richardson has been with Republic Services since 2015 and has been responsible for leading the business unit in Lakeland/Orlando, Vero Beach and Palm Bay. Responsibilities include 400 employees, 13 municipal contracts, 2 landfills, 5 transfer stations, and 1 recycling centers. He comes to Republic Services with a wealth of management skills including operations, P&L management, risk management, customer relations and satisfaction, sales, and marketing management.

Municipal Manager

Mary Boyer has over 3 years' experience in the solid waste industry. She is responsible for earning and maintaining contracts with our municipal partners in Central Florida Treasure Coast and Space Coast. Additional responsibilities include marketing, public education, project development, governmental relations and negotiations.

Business Unit Controller

Bryan Risley has 9 years within the solid waste industry and is currently responsible for all administrative, accounting and

statistical reporting functions for Republic Services. He ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing financial statements and variance analyses, billing, and account reconciliation. In addition, Mr. Risley is responsible for providing analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, negotiates contract rates for municipal bids, and manages and trains staff in the accounting department.

Division Manager

William Conrad has 10 years of experience in municipal daily operations. He manages the daily operations for the City of Palm Bay and Palm Bay hauling company and ensures maximum productivity and route management systems for commercial, roll-off and residential routes and establishes productivity improvement goals where needed.

Responsibilities include the development of supervisory goals and objectives, management of labor hours, and disposal expenses. He directly manages the budget for the operations department, which includes approval of purchase orders and vendor pricing. He also interacts with customers and local, state and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met.

Maintenance Manager

Charles Canady has been in the solid waste industry for 40 years. He is responsible for overseeing all aspects of our fleet maintenance program. Mr. Canady ensures that all repair and maintenance work is performed in a safe, efficient and timely manner; reallocating resources among sites as appropriate. He oversees coordination, planning and scheduling of all repair work to increase productivity, while effectively **managing the department's overtime.**



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Operations Supervisor

David Dealy has been in the solid waste industry for over 15 years. He is responsible for district route maps, route restructuring and supervision of employees providing waste collection and disposal.

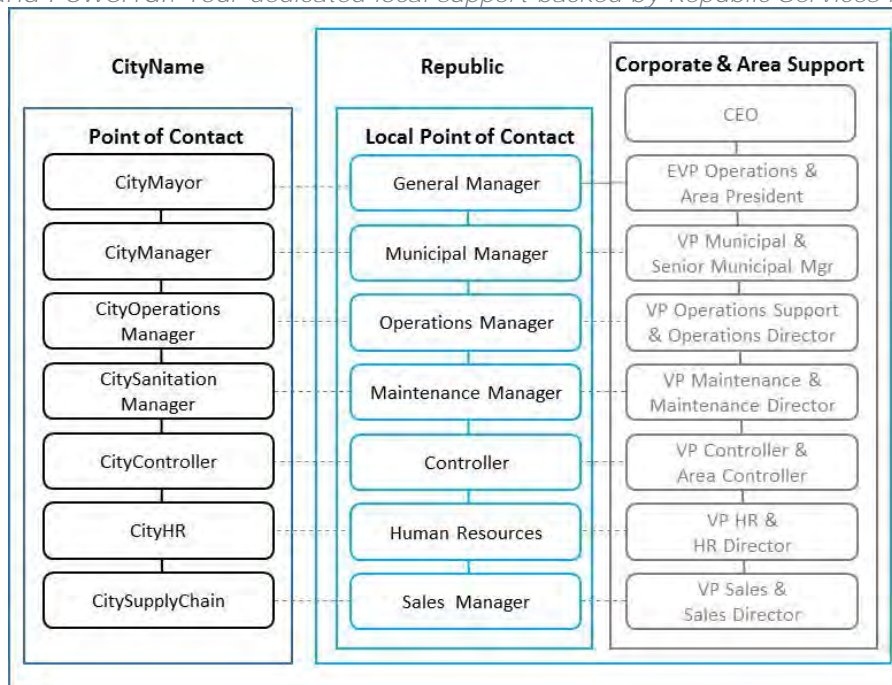
He is responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies.

Key Personnel Resumes

Resumes for all key personnel can be found on the following pages.

employee hiring, engagement, retention, and policy standardization.

Personal and Powerful. Your dedicated local support backed by Republic Services infrastructure





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Trey Richardson, General Manager
Republic Services of Florida, Limited Partnership
[e richardson@republicservices.com](mailto:trichardson@republicservices.com)
813-669-4810 c 828-301--9069

Summary of Qualifications

Trey Richardson serves as the General Manager of the Central Florida Business unit. He oversees 380 employees spanning, Polk County, Orange County, Brevard and Indian River County. Trey had a wealth of management skills: Multi-unit operations, P & L Management, Risk Management, Customer Relations and Satisfaction, Sales and Municipal Marketing, Human Resource Management.

Experience

Republic Services

2019 – Present **General Manager** Central Florida
Responsible for the daily operations of the 4 hauling division, two landfills, and one material recovery facility (MRF) with annual revenues exceeding \$90 million from residential, commercial and industrial waste and recycling collections plus landfill operations in Bartow and Indian River County, and the MRF in Lakeland.

Republic Services

2018 - 2019 **Division Manager** Lakeland, FL
Manage 3 divisions the Cedar Trail Landfill and the Lakeland Material Recovery Facility(MRF) with 172 employees. He was responsible for overseeing all aspect of the day to day business in operations, sales, maintenance, landfill operations and MRF operations. He was also responsible for all P & L Management and Risk Management.

Republic Services

2016 - 2018 **Operations Manager** Asheville, SC
Oversaw daily operations for two hauling divisions and one MRF in the Asheville area

2016 - 2016 **Management Trainee** Greenville, SC
As a Management trainee, he spent time in each department of our company to fully understand the daily processes it takes to manage a division.

Education

B.A. Psychology University of South Carolina Spartanburg, SC
2013

High School George Jenkins High School Lakeland, FL

Municipal Contracts

Palm Bay, Volusia County, Indian River Shores, Polk City, Davenport, Haines City, Lake Wales, Lake Alfred, Mulberry, Frostproof, Eagle Lake, Oviedo, Bell Isle, Lake Hamilton, Henderson, Jackson, Ruth, Brevard, Inman, Saluda, Tryon, Landrum, Columbus, Forest City, Campobello,

Madison, Lake Lure, Rutherfordton, Montreat, Ellenboro, Chesnee, Ellenboro, Maggie Valley, Waynesville, Cherokee, Bryon City, Cullowhee, Tuckasegee, Glenville and Cashiers



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Brian Risley Finance Manager
Republic Services of Florida, Limited Partnership
e brisley@republicservices.com
o 863-669-4811 c 863-398-9281

Summary of Qualifications

Brian has 9 years within the solid waste industry and is currently responsible for all administrative, accounting and statistical reporting functions in Republic Services for 4 Divisions, two landfills and one material recovery facility (MRF). He ensures that financial controls and records are maintained in accordance with company policy and legal requirements.

Additionally responsible for providing and reviewing with the General Manager and staff financial statements and variance analyses, billing, account reconciliation, as well as provide analytical support and assistance for the division goals and action plans.

Experience

Republic Services

2019 – Present	Finance Manager	Lakeland, FL
2013 - 2019	Assistant Controller	Lakeland, FL
2012 - 2013	Staff Accountant	Lakeland, FL

Colorado Boxed Beef Co.	Staff Accountant	Auburndale, FL
2010 - 2012		

Self Employed	Certified Flight Instructor	Winter Haven, FL
2009 - 2010		

Trans State Airlines	Airline Pilot	St. Louis, MO
2007 - 2009		

Performed duties of a First Officer on Embraer 145 Regional Jet. Operated from the nation's busiest airports.

Education

B. S. Accounting	University of South Florida	Tampa, FL
2005		

2011	Certified Public Accountant	Florida
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2006	FAA Certified Flight Instructor	Florida
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Municipal Contract Oversight

Polk County, Polk City, Davenport, Haines City, Lake Hamilton, Lake Wales, Frostproof, Eagle Lake, Lake Alfred, Mulberry, Oviedo, Volusia County, Indian River Shores, Bell Isle



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William Conrad-Operations Manager
Republic Services of Florida, Limited Partnership
e wconrad@republicservices.com
c 813-846-4577

Summary of Qualifications

William has more than 10 years of industry experience in operations. He manages the daily operations for a hauling division and ensures maximum productivity and route management systems for commercial, roll off and residential routes and establishes productivity improvement goals where needed.. Responsible for the adherence to operating standards, the development of supervisory goals & objectives, and the management of labor hours and disposal expenses. Directly manages the budget for the operations department, which includes approval of purchase orders and vendor pricing. Interacts with customers and local, state and federal government employees to resolve customer service concerns, and ensure regulatory compliance standards are met.

Experience

Republic Services

2016 - Present	Operations Manager	Daytona Beach, FL
2013 - 2016	Operations Supervisor	Tampa, FL
2011 - 2013	Operations Supervisor	Baton Rouge, LA

Education

United States Army Infantry School Leadership Development Fort Benning, GA
1991

Municipal Contract Oversight

Hillsborough County, Volusia County, East Baton Rouge, Polk County, Polk City, Davenport, Haines City, Lake Hamilton, Lake Wales, Frostproof, Eagle Lake, Lake Alfred, Mulberry, Oviedo, Indian River Shores, Bell Isle



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Charles Canady-BU Fleet Manager
Republic Services of Florida, Limited Partnership
e ccanady@republicservices.com
o 407-850-7450 c 863-269-6087

Summary of Qualifications

Charles has over 40 years in heavy equipment vehicle maintenance and has been responsible for the scheduled and unscheduled preventive maintenance of medium and large volume fleets. Plans, organizes, directs, and manages the Division's maintenance function in order to maintain a safe, reliable, and cost effective fleet of vehicles and/or equipment and/or adequate supply of containers. He is responsible for maintaining full compliance with all safety, DOT, and preventive maintenance processes Charles manages a team of 31 technicians, the truck and container shop for Republic services.

Experience

Republic Services

2017 - Current	BU Fleet Manager	Central Florida BU
2012 - 2017	Maintenance Supervisor	Lakeland Florida

Waste Management

2004 – 2012	Maintenance Manager	Orlando and Ft. Myers
1998 – 2004	Road and Compactor Tech	Ft. Myers, Fla.

Browning Ferris Industries

1985 - 1998	Maintenance Manager	Cape Coral, Florida
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Education

- Florida Bible College and Seminary (2001) Associate and bachelor's degree
- Lee Technical School (1981) Diesel certification
- Lee Technical School (1980) Automotive certification

Continued Education

Allison Transmission, Mack engine, steering, turbo, coolant system, troubling, drivetrain components, Cummins engines, Leach bodies and hydraulics, McNeilus bodies and hydraulics, Marathon and Hesco compactors, Ford engine, Bendix and Meritor braking systems, total tire maintenance, hydraulic maintenance and a host of other trainings.

Municipal Contract Oversight

Polk County, Polk City, Davenport, Haines City, Lake Hamilton, Lake Wales, Frostproof, Eagle Lake, Lake Alfred, Mulberry, Oviedo, Volusia County, Indian River Shores, Bell Isle



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Mary Boyer-Manager, Municipal Sales

Republic Services of Florida, Limited Partnership

e mboyer@republicservices.com

o 863-669-4829 c 813-439-9019

Summary of Qualifications

Mary has over 3 years' experience in recycling and solid waste industry to include business development, budgeting, special events coordination, public relations, marketing and community outreach. She is responsible for procuring and maintaining all municipal and governmental contracts for Republic Services throughout Central Florida and Space Coast. Additional responsibilities include public education, project development, governmental relations and negotiations, marketing.

Experience

Republic Services

2018-Present Manager, Municipal Sales Central Florida

Southwest Florida Water Management District

2016-2018 Government Affairs Regional Manager Brooksville, FL

The lead liaison between community organizations, local government staff and elected officials to five counties. Provide support to District staff by guiding them through interactions with these audiences. Provide legislative support and coordination to the Government and Community Affairs Manager and other divisions. Reviews and assigns proposed legislation for analysis as well as prepares legislative updates and other written correspondence. Provides internal and external constituent service and identifies and coordinates legislative tours and other outreach opportunities for state and federal elected officials and staff.

Florida Senate

2015-2016 Legislative Assistant Tallahassee, FL

Managed communication between the Office of the Senator and a constituent population of over 470,000 across three Florida counties using social media, email and event marketing, direct mail, contact database management, press relationships, networking, and other digital channels. Served as a liaison for constituents, assisting with state agency issues. Managed legislation, including drafting, amending, tracking, and presenting bills to senate committees. Performed issue research, crafted talking points, and communicated legislative priorities with the press and constituents. Operated the Tallahassee and district legislative offices.

Education

2013 B. A. International Affairs/Asian Studies with Business Florida State University Tallahassee, FL

Municipal Contracts: Hillsborough County, City of Tampa, Hernando County, Volusia County, Polk City, Davenport, Haines City, Lake Wales, Lake Alfred, Mulberry, Oviedo, Bell Isle, Lake Hamilton, Lakeland, Reedy Creek.



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The largest provider of municipal residential collection services in the US

2. Technical Proposal

Collection – Residential

When it comes to handling your waste needs, Republic Services knows how important safe and dependable curbside pickup is to you. We work to exceed your expectations with quality carts and dumpsters and outstanding customer service.

Residential MSW Collection

We intend to service all single-family carts using an automated side loader (ASL) truck. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and

- 5 million pickups each day
- 99.9% on-time pickup
- Comprehensive collection services, including solid waste, recycling, yard waste, and bulk

alleyways, enabling the industry’s most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

Residential Collection process. Our residential collection service is simple, reliable, and environmentally responsible.



Automated Side Load Collection. Provides a cleaner, safer, more efficient residential collection.



b) Residential Collection Equipment

Holiday Schedules

Republic Services will be closed on Thanksgiving and Christmas, if your service day falls on one of these days, we will service you on your next scheduled service day.

Residents will be offered the option of choosing a 32-, 64- or 96-gallon cart. If a customer needs more than one collection cart, we will provide an additional cart for a **fee to accommodate the customer's needs.**

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers weekly, fully automated single-stream recycling collection services. Recycling carts will be serviced with the same equipment and manner as residential solid waste carts.

Residential Yard Waste Collection

We will offer all residential customers weekly collection of accepted yard waste materials in our Option 4 bid.

Bulk Waste Collection

White goods, with chlorofluorocarbons (CFCs) removed, and bulk items will be serviced weekly. A clam shell or boom type of truck will service these items.



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Residential Carts

Republic Services will follow all technical aspects by the Town of Malabar regarding the residential carts. We will follow all technical specifications put forth in Exhibit 3.

Residential Collection Equipment

Vehicle Type	Engine Type	Body Type	Year	Weight	Capacity
Rear Load	Mack/MRU Diesel	McNeilus	2021	19,450 lbs.	32 yards



RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

Collections – Commercial

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution.

Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste, recycling, and composting services with a variety of dumpster sizes and service frequencies **to meet every business' needs.**

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris
- Ensure that enclosures are properly secured

Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling cart. Republic Services then collects and transports the materials to the Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.

Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment (Figure 37) to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.

Dumpsters

Republic Services uses small dumpsters constructed of durable steel bodies and two plastic lids. Dumpsters range in size from 2 to 8 yards, and can be placed on casters for easy maneuverability, if necessary.

Constructed of a strong plastic resin, dumpsters are useful for small offices and businesses. Dumpsters are designed to last up to ten years, with easily interchangeable wheels and lids.

Methodology and Procedures

Republic Services uses front-load collection vehicles to service dumpster commercial customers in Brevard County. Customers with a 95-gallon or smaller cart are serviced with an automatic side-load (ASL) or rear load (REL) truck.

Front-Load Vehicles

Waste Assessments. An onsite waste assessment ensures that all your questions are answered.



BluePrint Municipal Interview Guide: Current

Municipal Manager Name: _____ Title: _____

GENERAL COMMUNITY INFORMATION

Community Name: _____ Population: _____
 # of Homes Served: _____ Growth Rate %: _____
 HH Income: _____

CONTACT INFORMATION

Contact's Name: _____
 Contact's Position/Title in Community: _____
 Phone (Direct): _____ Phone (Mobile): _____
 Email: _____ Preferred method of contact: _____

INFLUENCE ON BUYING PROCESS

Time with Republic Services: _____ Contract Expiration: _____
 # of households billed: _____ # of businesses billed: _____
 Total annual waste spend \$: _____ Average annual waste spend per household \$: _____

Service	Currently Provided		% of Waste		Interested?		Frequency of Service				
	Y	N	(If Yes)	(If No)	Y	N	1X	2X	EDW	On Call	Other
Solid Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Recycling	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Yard Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Bulk Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Organic Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Electronics	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
HHW	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Shrubs	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Mechanical Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Electronics Recycling	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Universal Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Special Waste	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Dumpster Rentals	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Republic Rewards	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					

Are current services adequate? YES NO None

Tonnage (Annual)

MSW household tonnage: _____ MSW business tonnage: _____
 Recycling household tonnage: _____ Recycling business tonnage: _____
 % Change in overall household tonnage: _____ % Change in overall business tonnage: _____
 Household diversion %: _____ Business diversion %: _____

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

We service commercial customers with front-load collection vehicles with [28]-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

Automated Side Load Vehicles

Our automated side load vehicles (ASL) are typically dual-side-drive, with a low-entry cab, and equipped with a remote rear camera that:

- Allows easy ingress and egress to the curb
- Improves driver and pedestrian safety
- Reduces potential injury
- Increases productivity

ASL's can compact waste at idle speeds or even while on the move and the large 5-cubic yard hopper that greatly reduces litter.

Our ASL vehicles feature an arm, with a patented vertical lift design that goes from ground-to-ground operation in 6.5 seconds, allowing for maximum curbside pickup in less time, while also preventing litter and spillage.

Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions.

Dumpster Placement. The correct placement allows for safer and consistent service.





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b) Commercial Collection Equipment



Commercial Collection Equipment

Vehicle Type	Engine Type	Body Type	Year	Weight	Capacity
Front Load Truck	Mack Diesel	McNeilus	2021	19,450 lbs.	28 yards

Dumpster Dimension Guide

Right dumpster for the application.

Dumpster – Slant-top & Dumpster – Upright



2-Yard

5'9"L x 2'8"W x 3'7"H



4-Yard

5'9"L x 4'2"W x 4'2"H



6-Yard

6'L x 5'7"W x 5'8"H



8-Yard

6'2"L x 6'8"W x 6'H



2-Yard

3'3"L x 3'1"W x 3'3"H



4-Yard

6'L x 4'9"W x 4'2"H



6-Yard

6'L x 5'5"W x 5'2"H



8-Yard

6'L x 5'5"W x 7'1"H



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a) Collection Services
Continued:

Option	Solid Waste	Recycle	Carts	Yard Trash	Bulk/White Goods
1	2x	1x	32, 64, 95	1x, Unlimited	1x, 20 cu yd max
No Bid					
2	1x	1x	32, 64, 95	1x, Unlimited	1x, 20 cu yd max
No Bid					
3	2x	1x	32, 64, 95	NA	1x, 20 cu yd max
	2 RL, 4 Drivers	2 RL, 4 Drivers	1 cart		1 RL, 2 Drivers
3a	NA	NA	NA	Unlimited	NA
No Bid					
4	1x	1x	95/96	1x, 1 cu yd max	1x, 1 cu yd max
	3 RL, 6 Drivers	2 RL, 4 Drivers	1 cart	1 RL, 2 Drivers	1 RL, 2 Drivers



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c) Transition Management:

Sample Transition Plan

Sample Transition Plan									
Project Name: Town of Malabar									
Report Date:									
Overall Project Status									
Project Goal									
#	Implementation Overview	% Complete	Priority	Status	Start	Due	Notes	Owner	Status
1	Implementation Overview	100%	1	<input checked="" type="checkbox"/>	Date	Date		Name	Complete
1.1	Contract executed	0%	2	<input type="checkbox"/>	Date	Date			On Track
1.2	Transition Kick off meeting with Town staff and Republic Services	0%	2	<input type="checkbox"/>	Date	Date			On Track, mitigation strategy /action plan in place
1.3	Weekly meetings with Town staff	25%	2	<input type="checkbox"/>	Date	Date			Off track, progress in jeopardy
1.4	Detailed Transition Plan due to Town of Malabar	75%	2	<input checked="" type="checkbox"/>	Date	Date			
1.5	Contract start date	50%	2	<input checked="" type="checkbox"/>	Date	Date			
2	Equipment and Procurement	100%	1	<input checked="" type="checkbox"/>	Date	Date		Name	
2.1	Order new collection vehicles			<input checked="" type="checkbox"/>	Date	Date			
2.2	Show Proof that all equipment & bank-up equipment has been ordered and will be made available			<input checked="" type="checkbox"/>	Date	Date			
2.3	Review vehicle specs with vendor	25%	2	<input type="checkbox"/>	Date	Date			
2.4	RFP for rental equipment	25%	2	<input type="checkbox"/>	Date	Date			
2.5	Receive and inspect new collection vehicles and rental trucks	25%	3	<input checked="" type="checkbox"/>	Date	Date			
2.6	Place rentals and new trucks into service	25%	3	<input checked="" type="checkbox"/>	Date	Date			
3	Collection Services	50%	3	<input checked="" type="checkbox"/>	Date	Date		Name	
3.1	Complete residential route maps for Town approval			<input checked="" type="checkbox"/>	Date	Date			
3.2	Establish collection routes and schedules			<input checked="" type="checkbox"/>	Date	Date			
3.3	Provide collection plan to Town			<input checked="" type="checkbox"/>	Date	Date			
3.4	Provide evidence of account with Wheelabrator for payment and disposal	25%	3	<input checked="" type="checkbox"/>	Date	Date	Looking for an updated list.		
3.5	Conduct audits and route surveys (Commercial & Multi-family)	100%	3	<input checked="" type="checkbox"/>	Date	Date	Received addresses but need		
3.6	Obtain gate codes			<input checked="" type="checkbox"/>	Date	Date			
4	Cart and Container Delivery	0%	3	<input type="checkbox"/>	Date	Date		Name	
4.1	Coordinate with existing contractor commercial containers (If applicable)			<input type="checkbox"/>	Date	Date			
5	Employees	0%	3	<input type="checkbox"/>	Date	Date	See updated Personnel for	Name	
5.1	Initial hiring steps	0%	3	<input type="checkbox"/>	Date	Date			
5.2	Confirm all new hires	0%	3	<input type="checkbox"/>	Date	Date			
5.3	Complete Republic staff contact list.	0%	3	<input type="checkbox"/>	Date	Date			
5.4	Safety and onboarding training	0%	3	<input type="checkbox"/>	Date	Date			
5.5	Behind the wheel instruction training	0%	3	<input type="checkbox"/>	Date	Date			
5.6	Provide Proof of adequate personnel	0%	3	<input type="checkbox"/>	Date	Date			
5.7	Route familiarization/ dry run routes	0%	3	<input type="checkbox"/>	Date	Date			
6	Customer Resource Center	0%	3	<input type="checkbox"/>	Date	Date		Name	
6.1	Initial meeting with CRC staff	0%	3	<input type="checkbox"/>	Date	Date			
6.2	Receive Knowledge Management Tool (KMT)	0%	3	<input type="checkbox"/>	Date	Date			
6.3	Train CRC representatives on Palm Bay specifics	0%	3	<input type="checkbox"/>	Date	Date			
6.4	Customer Service for Town residents	0%	3	<input type="checkbox"/>	Date	Date			
7	Customer Notification	0%	3	<input type="checkbox"/>	Date	Date		Name	
7.1	Communications	0%	3	<input type="checkbox"/>	Date	Date			
7.2	Draft and approval for multiple carts customers	0%	3	<input type="checkbox"/>	Date	Date			
7.3	Draft and approval for informational brochure to the Town	25%	3	<input type="checkbox"/>	Date	Date			
7.4	Draft and approval for service days and set out procedures post card	25%	3	<input type="checkbox"/>	Date	Date			
8	Miscellaneous	25%	3	<input type="checkbox"/>	Date	Date		Name	
8.1	Miscellaneous information	25%	3	<input type="checkbox"/>	Date	Date			

g) Program Promotion Public Education and Outreach

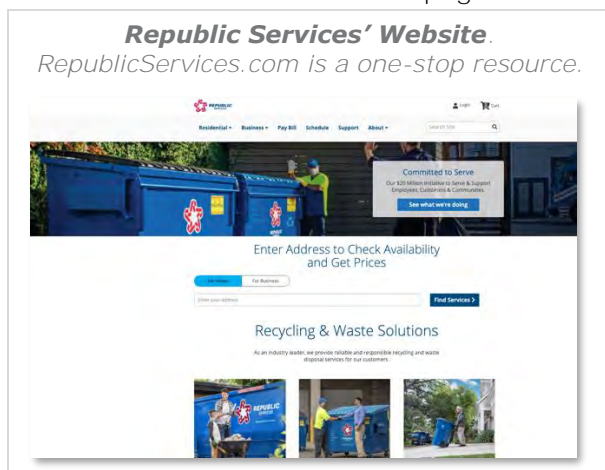
Public education is critical to maintaining an efficient and cost-effective service for recycling and waste in your community.

The goal of Republic Services Public Education and Outreach Program is to educate residents on industry trends and the services offered by Republic Services. We do this by engaging community groups and business associations, to educate residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and state requirements.

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. Here they will find news updates, collection information and educational tools. The educational program provides in-depth information for both residential and commercial customers, and the programs are downloadable and can be used for outreach and environmental initiatives. When a resident enters their service address, they will find news and resources specific to Brevard County.

RepublicServices.com provides in-depth content specific to residential and commercial needs. Residential pages allow



We develop and maintain a library of public education programs and materials that our partners can leverage in their communities

- Instant access to information via website and the Republic Services app
- Facility tours
- School education and take-home materials
- Videos and public service announcements

the user to enter their address to receive information specific to them, including the ability to schedule pickup, or change service. If the customer is direct billed by Republic Services, they can also inquire into billing related questions or even view and securely pay their bill. Residential customers will also find resources on recycling and environmental needs.

Business pages allow users to login and view/pay their bills, view billing history, and schedule pickups. Commercial users will also find resources on how to responsibly dispose of electronics waste, hazardous household material, and other environmentally harmful materials.

On the main page of RepublicServices.com, visitors will be able to view a video clip of **recycling education that features our "closed loop" recycling collection program.** This video can easily be edited to focus on any new initiatives agreed upon with Brevard County.

Republic Services App

Our application for mobile devices can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. It can be easily downloaded from the App Store for Apple users or for Android users from Google Play.



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Oops Tags

Oops tags are our first line of education for residents that have placed unacceptable items at the curb for collection. Drivers and route supervisors will leave an oops tag with the resident if a material cannot be picked up. Oops tags will provide the reason why the item was not picked up as well as a phone number to call for further follow up information.

Presentations to Schools and Other Community Organizations

Republic Services is a well-known friend, supporter and partner to local schools in Brevard County. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back

to their families and become catalysts for promoting sustainable habits at home.

Republic Services provides teachers, staff and students with training on proper diversion and disposal practices. We place significant emphasis on the importance of recycling as it diverts reusable materials from being disposed in and allows for a longer lifespan for local landfills.

We provide education on all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions. Our goal is to empower students to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

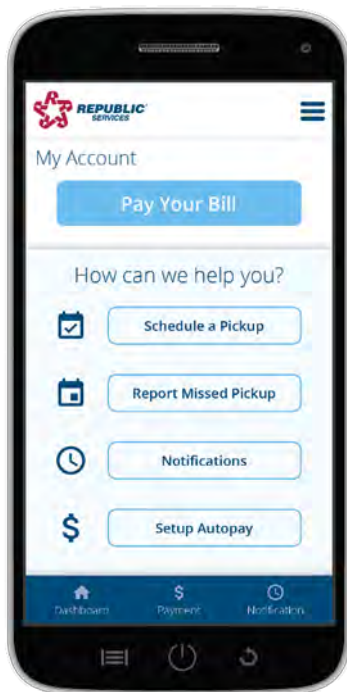
Recycling Education

All educational materials will be provided in the primary languages represented in the student body of the district and can be found at [RecyclingSimplified.com](https://www.RecyclingSimplified.com)

In addition to providing a unique and comprehensive school outreach program, Republic Services plans to reach out to various community organizations such as the Chamber of Commerce, Rotary, business associations and other appropriate groups to provide detailed recycling outreach education and offer tools and support for successful programs.

Public Events

Online Options. About 2.4 customers use Republic Services online solutions to instantly access important information on services.





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Republic Services will be a true leader in Brevard County, not only because of our dedication to excellence in service, but because we are a proud community partner.

We participate in numerous community events on an annual basis and propose to build on these existing efforts by partnering with Brevard County to develop and launch a sustainability-themed outreach schedule for public events.

The program would involve creating a family of "green" recycling-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals and concerts.

Republic Services will not only continue to provide service and assistance to community events, we will also work with event planners to bring additional value. This would include upfront planning for logistics detail, such as placement of dumpsters, providing a full contingent of dumpsters at each collection point with clear messaging to encourage recycling participation, clean up services, sponsorships and educational materials.

We see this as an opportunity to engage with the community to become even stronger and more vibrant. Brevard County can count on Republic Services to be a true corporate citizen and community partner in greening the Brevard County service area and educating residents and businesses every step of the way.

Curbing Contamination

The best way to reduce contamination is at the source, with both restricted access lids and spot checks.

Our drivers are well trained to check for and document contamination every time they service a cart or dumpster. The driver can then remotely update the account to reflect the contamination note, allowing our dedicated staff to notify the customer and offer one-on-one assistance. We work closely with each customer to develop a

solution to their contamination problem. We can also provide resources to the city they can share with residents and property staff.

Recycling Education. Our educational materials include flyers and stickers for distribution through mailers or at schools.

Recycling

REPUBLIC SERVICES

paper & cardboard

shredded paper (ragged in paper bags)

glass bottles & jars

plastic containers

metal (Limit 20" x 20" x 20")

NO food, liquid, plastic bags, lids, or caps.
DO NOT bag or box recyclables; leave loose.

Find your service area at
www.RepublicServicesNW.com 425-778-0188

h) Financials Capability

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed Brevard County's expectations for the duration of the contract and beyond.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Brevard County in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Brevard County will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Brevard County to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry
- Reinvesting in state-of-the-art equipment and facilities
- Republic Services contributed \$8.7 million in charitable giving in 2020

generally accepted accounting principles (GAAP).

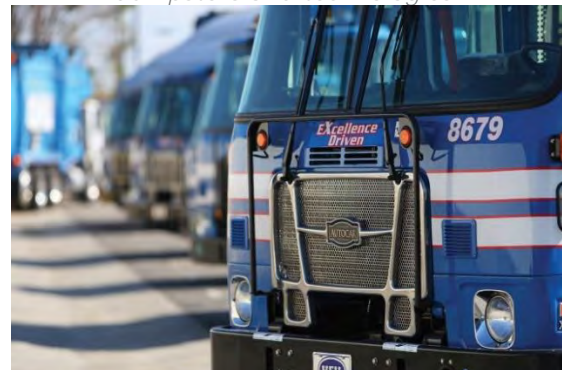
Labor Agreements and Wages

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service

Excellence Driven. Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, dumpsters and technologies.





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and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the Brevard County that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to the Brevard County by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional information can be provided upon request.

Litigation Information

Republic Services' Strengths. Republic Services' dedication to our employees, the communities we serve, and environmental sustainability is relentless.





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In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

Republic Services' Identifications, Classifications and Ratings

Republic Services Identifications, Classifications and Ratings	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection 562920 – Material Recovery Facilities 562920 – Other non-hazardous waste treatment and disposal
Standard & Poor's Identification Number and Rating	(TIN): 13-1026995 BBB+
Moody's Identification Number and Rating	(TIN): 13-3998945 Baa3
Fitch's Identification Number and Rating	(NRSRO): 3235-0625 BBB



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Summary Financial
Information – Income Statement

Republic Services' 2020 Year Ending Consolidated Income Statement.

Selected financial data. These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP (Independent Registered Public Accountants).

**REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)**

	Years Ended December 31,		
	2020	2019	2018
Revenue	\$ 10,153.6	\$ 10,299.4	\$ 10,040.9
Expenses:			
Cost of operations	6,100.5	6,298.4	6,150.0
Depreciation, amortization and depletion	1,075.9	1,040.5	1,033.4
Accretion	82.9	81.9	80.7
Selling, general and administrative	1,053.0	1,091.9	1,059.5
Withdrawal costs – multiemployer pension funds	34.5	-	-
Loss (gain) on business divestitures and impairments, net	77.7	(14.7)	(44.9)
Restructuring charges	20.0	14.2	26.4
Operating income	1,709.1	1,787.2	1,735.8
Interest expense	(355.6)	(392.0)	(383.8)
Loss from unconsolidated equity method investments	(118.2)	(112.2)	(35.8)
Loss on extinguishment of debt	(101.9)	-	(0.3)
Interest income	5.2	6.4	1.6
Other income, net	4.1	6.4	3.4
Income before income taxes	1,142.7	1,295.8	1,320.9
Provision for income taxes	173.1	222.0	283.3
Net income	969.6	1,073.8	1,037.6
Net income attributable to non-controlling interests in consolidated subsidiary	(2.4)	(0.5)	(0.7)
Net income attributable to Republic Services, Inc.	\$ 967.2	\$ 1,073.3	\$ 1,036.9
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 3.03	\$ 3.34	\$ 3.17
Weighted average common shares outstanding	319.3	321.1	326.9
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 3.02	\$ 3.33	\$ 3.16
Weighted average common and common equivalent shares outstanding	319.8	322.0	328.4
Cash dividends per common share	\$ 1.66	\$ 1.56	\$ 1.44



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Summary Financial Information
– Balance Sheet

Republic Services' 2020 Year Ending Consolidated Balance Sheet.
Selected financial data.

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 38.2	\$ 47.1
Accounts receivable, less allowance for doubtful accounts and other of \$34.7 and \$34.0, respectively	1,091.3	1,125.9
Prepaid expenses and other current assets	392.3	433.0
Total current assets	1,521.8	1,606.0
Restricted cash and marketable securities	149.1	179.4
Property and equipment, net	8,726.2	8,383.5
Goodwill	12,046.4	11,633.4
Other intangible assets, net	173.1	133.9
Other assets	817.4	747.6
Total assets	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 779.0	\$ 777.9
Notes payable and current maturities of long-term debt	168.1	929.9
Deferred revenue	345.6	336.0
Accrued landfill and environmental costs, current portion	114.5	132.6
Accrued interest	54.6	74.0
Other accrued liabilities	820.2	814.2
Total current liabilities	2,282.0	3,064.6
Long-term debt, net of current maturities	8,766.1	7,758.6
Accrued landfill and environmental costs, net of current portion	1,694.7	1,703.2
Deferred income taxes and other long-term tax liabilities, net	1,238.8	1,180.6
Insurance reserves, net of current portion	281.8	276.5
Other long-term liabilities	681.8	579.4
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 318.8 and 353.3 issued including shares held in treasury, respectively	3.2	3.5
Additional paid-in capital	2,741.4	4,994.8
Retained earnings	5,751.8	5,317.3
Treasury stock, at cost; — and 34.5 shares, respectively	(0.1)	(2,199.6)
Accumulated other comprehensive income, net of tax	(12.4)	2.2
Total Republic Services, Inc. stockholders' equity	8,483.9	8,118.2
Non-controlling interests in consolidated subsidiary	4.9	2.7
Total stockholders' equity	8,488.8	8,120.9
Total liabilities and stockholders' equity	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>

The accompanying notes are an integral part of these financial statements.



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Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

Bank of America Attn: Confirmation Department Reference: Republic Services Inc. Tax ID 65-0716904 Phone: (803) 832-7770 Fax (Toll #): (900) 733-5100 Online: www.bankVOD.com
J P Morgan Chase Bank Attn: Confirmation Credit Inquiries PO Box 955200 Fort Worth TX 76155-2732 Reference AWIN Management, Inc. Tax ID 76-0353318 Phone: (800) 550 8509 Fax: (817) 345-3795
Wells Fargo Attn: Confirmation Department Reference: Republic Services, Inc. Tax ID 65-0716904 Phone: (540) 563-7323 Fax (Toll #) (844) 879-0544 (Audits and Credit Inquiries) Fax: (844) 879-0416 (Routing Number and Verification Requests)



**RESIDENTIAL & COMMERCIAL
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3. Contract Exceptions

Please see our Contract Exceptions beginning on page 74.

Republic Services' Option 4 bid rate takes into consideration all of the Contract Exceptions redlined beginning on page 74. Amended liquidated damages language, limited yard waste language, amended reporting language, amended yearly cart replacement language and ownership of the carts at the end of the contract term.

- Option 4 Service: 2x/week MSW collection, 1x/week recycling collection, 1x/week yard waste collection (limited), 1x/week bulk collection. With the inclusion of the negotiated contract language as stated above.



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4. Financial Proposal

Service	Rates per household Per Month	Additional customer requested solid waste carts	Additional customer requested recycling carts
Residential Solid Waste			
Option 1 – Twice Per Week Collection for Solid Waste & Once Per Week Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection of Unlimited Yard Waste and 20 cubic yards of Bulky/White Goods	\$ _____	\$ _____	\$ _____
Option 2 – Once Per Week Collection for Solid Waste & Once Per Week Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection of Unlimited Yard Waste and 20 cubic yards of Bulky/White Goods	_____	\$ _____	\$ _____
Option 3 – Twice Per Week Collection for Solid Waste & Once Per Week Recycling of multiple size carts provided by Collector. (35,64,96 gallon), Weekly Collection 20 cubic yards of Bulky/White Goods	\$46.17	\$75	\$75
Option 3a – Weekly Collection of Unlimited Yard Waste	\$ _____	\$ _____	\$ _____
Option 4 – Proposer's Best Town Value Service	\$33.54	\$75	\$75

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN AND CART SERVICE

Service Type	Frequency	Rate per Account per Month
32-gallon can (curbside) (If additional can sizes are proposed, please add additional sheets)	1x weekly	268.46
	2x weekly	389.70
32-gallon can (carryout) (If additional can sizes are proposed, please add additional sheets)	1x weekly	268.46
	2x weekly	389.70
36-gallon cart	1x weekly	268.46
	2x weekly	389.70



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64-gallon cart	1x weekly	268.46
	2x weekly	389.70
96-gallon cart	1x weekly	268.46
	2x weekly	389.70

**COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE
COLLECTION SERVICE: BIN SERVICE**

(If additional bin sizes are proposed, please use table to specify)

Service Type	Frequency	Rate per Account per Month
2 c.y. bin	1x weekly	91.02
	2x weekly	182.03
	3x weekly	273.05
	4x weekly	364.07
	5x weekly	455.08
	6x weekly	546.10
4 c.y. bin	1x weekly	182.03
	2x weekly	364.07
	3x weekly	546.10
	4x weekly	728.13
	5x weekly	910.17
	6x weekly	1,092.20
6 c.y. bin	1x weekly	273.05
	2x weekly	546.10
	3x weekly	819.15
	4x weekly	1,092.20
	5x weekly	1,365.25
	6x weekly	1,638.30
8 c.y. bin	1x weekly	364.07
	2x weekly	728.13
	3x weekly	1,092.20
	4x weekly	1,456.27



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3 c.y. bin	5x weekly	1,820.33
	6x weekly	2,184.40
	1x weekly	136.52
	2x weekly	273.05
	3x weekly	409.57
	4x weekly	546.10
	5x weekly	682.62
	6x weekly	819.15

COMPACTOR AND DEBRIS BOX SERVICE

Service Type	Frequency	Rate per Account per Month
Compactor Service		
3 c.y.*	1x weekly	409.56
	2x weekly	819.15
	3x weekly	1,228.71
	4x weekly	1,638.30
	5X weekly	2,047.86
4 c.y.*	1x weekly	546.09
	2x weekly	1,092.21
	3x weekly	1,638.30
	4x weekly	2,184.39
	5X weekly	2,730.51
5 c.y.*	1x weekly	682.62
	2x weekly	1,365.24
	3x weekly	2,047.86
	4x weekly	2,730.51
	5X weekly	3,413.13
6 c.y.*	1x weekly	819.15
	2x weekly	1,638.30
	3x weekly	2,457.45
	4x weekly	3,276.60



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	5X weekly	4,095.75
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** An additional charge info area

Industrial Debris Box and Bin Service (incl. C&D; per pull)		
Service Type		Rate
2 c.y. bin**	80.00	per pull
3 c.y. bin**	80.00	per pull
4 c.y. bin**	80.00	per pull
5 c.y. bin**	80.00	per pull
6 c.y. bin**	80.00	per pull
7 c.y. bin**	80.00	per pull
20 c.y.**	275.00	per pull
25 c.y.**	300.00	per pull
30 c.y.**	325.00	per pull
40 c.y.**	375.00	per pull
Less than 30 c.y. compactor*	325.00	per pull
30 c.y. – 39 c.y. compactor*	375.00	per pull
Greater than 40 c.y. compactor*	\$	per pull
** An additional charge info area		



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SPECIAL CHARGES

Special Service	Charge	
Wheel-out service for non-qualifying households	\$35	Additional per month per hh.
On-call bulky waste pick-up for non-qualifying residents	\$22	per cubic yard per event.
		\$0 freon removal charge per unit.
On-call extra solid waste collection for residential premises		36-gallon cart: \$20 64-gallon cart: \$20 96-gallon cart: \$20
Cart exchange (for requests in addition to 2 x first year free exchange and subsequent 1x annual free exchange; includes	\$75 per event.	

Call back for collection as a result of	per event. \$30
Cart replacement as a result of loss or damage through wilful or intentional misuse or abuse	\$75 per cart including delivery fee.
Extra Commercial Pick-up:	
32-gallon can	\$45 per event
36-gallon cart	\$45 per event
64-gallon cart	\$45 per event
96-gallon cart	\$45 per event
1 1/2 c.y. bin	\$80 per event
2 c.y. bin	\$80 per event
3 c.y. bin	\$80 per event
4 c.y. bin	\$80 per event
5 c.y. bin	\$80 per event
6 c.y. bin	\$80 per event
7 c.y. bin	\$80 per event
Key charge: Allowed when container	\$1.75 per container
Enclosure charge: Allowed when collection requires removing a container from an enclosure and	\$1.75 per container per month
Gate service charge: Allowed when collection requires passing	\$1.50 per container per month
Distance charge: Allowed when a container is placed further than 10 feet from where the collection vehicle has	per fifty (50) feet per container \$0 per month

Other: Special Collection Solid	\$0.00 per issue
Other:	N a



REPUBLIC SERVICES



Town of **MALABAR** Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

5. Required Documents

a)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

PROPOSER INFORMATION

NAME:	Republic Services of Florida, Limited Partnership		
ADDRESS:	2575 Doreatha Fields Ave. NE, Palm Bay, FL 32905		
FEIN:	65-0965470		
LICENSE NUMBER:	B99000000467	STATE OR COUNTY:	Florida
LICENSE TYPE: (Attach copy of license)	Corporation		
LICENSE LIMITATIONS (If Any, attach separate sheet as needed):			
LICENSEE SIGNATURE:			
LICENSEE PRINTED:	Trey Richardson		

PROPOSER'S SIGNATURE:			
PROPOSER'S NAME:	Trey Richardson, General Manager		
PROPOSER'S ADDRESS:	2575 Doreatha Fields Ave NE, Palm Bay, FL 32905		
PROPOSER'S CONTACT:	Office:	Cell:	(828) 301-9069
PROPOSER'S EMAIL:	RRichardson2@republicservices.com		

By: Republic Services of Florida, Limited Partnership

Name of Corporation/Entity

18500 North Allied Way
Phoenix, AZ 85054

Address of Corporation/Entity

Signature of President or Authorized Principal

By:

General Manager

Title

If the Proposer is a corporation, affix Corporate Seal Here:

PROPOSER: Republic Services of Florida, Limited Partnership



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

b)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to perform the work specified within the Request for Proposals, and which can complete the work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Malabar and Brevard County in order to perform the work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the RFP Documents, and acknowledges and understands that such representation is material, and that the Town shall be relying on this representation with respect to a Contract award.

PROPOSER	Republic Services of Florida, Limited Partnership		
PROPOSER'S NAME:	Trey Richardson, General Manager		
PROPOSER'S ADDRESS:	2575 Doreatha Fields Ave NE, Palm Bay, FL 32905		
PROPOSER'S CONTACT:	Office:	Cell:	(828) 301-9069
PROPOSER'S EMAIL:	RRRichardson2@republicservices.com		
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):			
State of Florida			
County of <u>Polk</u>			
Sworn to and subscribed before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> on line notarization, this <u>13</u> day of <u>August</u> , 2021 by <u>Trey Richardson</u> of <u>Republic Services</u> (Proposer), <u>who is personally known to me</u> or produced _____ as identification.			
WITNESS my hand and official seal.			
NOTARY Public Records of <u>Polk</u> County, Florida			
Notary Signature:	<u>Pamela G. Joplin</u>		
Name of Notary Public: <u>Pamela G. Joplin</u> , or type as Commissioned)			
PROPOSER:	Republic Services of Florida, Limited Partnership		



REPUBLIC SERVICES



Town of **MALABAR** Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

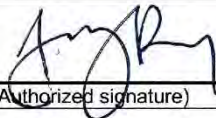
c)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

ADDENDA ACKNOWLEDGEMENT

The Proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Town's website or DemandStar by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum Number:	#1	Date Issued	August 9, 2021
Addendum Number:	#2	Date Issued	August 16, 2021
Addendum Number:		Date Issued	
Addendum Number:		Date Issued	

	08/17/2021
(Authorized signature)	(Date)
Trey Richardson	General Manager
(Printed Name)	(Title)

PROPOSER: Republic Services of Florida, Limited Partnership



**REPUBLIC
SERVICES**



Town of
MALABAR
Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

d)

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
RESIDENTIAL & COMMERCIAL SOLID WASTE, RECYCLING, YARD
WASTE, AND BULK WASTE COLLECTION SERVICES
FOR THE TOWN OF MALABAR
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation, the general partner (the "General Partner") of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, and to include the execution of related documents, in connection with the day-to-day business activities of the Partnership, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TREY RICHARDSON** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 23rd day of July, 2021.



Eileen B. Schuler, Secretary



**REPUBLIC
SERVICES**



Town of
MALABAR
Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

e)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

DRUG-FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid 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 or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 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.

PROPOSER'S SIGNATURE: _____

PROPOSER: Republic Services of Florida, Limited Partnership



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

f)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Malabar by Trey Richardson for Republic Services of Florida, Limited Partnership whose business address is 2575 Doreatha Fields Ave. NE, Palm Bay, FL 32905 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0905470

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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means: (i) A predecessor or successor of a person convicted of a public entity crime; or (ii) 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

PROPOSER: Republic Services of Florida, Limited Partnership



**REPUBLIC
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Town of
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**RESIDENTIAL & COMMERCIAL
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TOWN OF MALABAR, FLORIDA

Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER: Republic Services of Florida, Limited Partnership



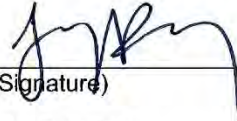
REPUBLIC
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Town of
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**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
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SERVICES**

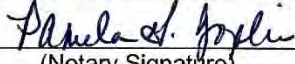
TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

By: 
(Signature)
Trey Richardson
(Printed Name)
General Manager
(Title)

Sworn to and subscribed before me, by means of physical presence or on line
notarization, this 13 day of August, 2021

Personally known Trey Richardson

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

(Notary Signature)

My Commission Expires Mar 28, 2024
(Printed, typed, or stamped commissioned name of notary public)



PROPOSER: Republic Services of Florida, Limited Partnership



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

g)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

NON-COLLUSION AFFIDAVIT

State of Florida)
) ss:
County of Brevard)

Trey Richardson being first duly sworn deposes and says that:

- 1. Proposer is the (Owner, Partner, Officer, Representative or Agent) of Republic Services of FL, LP, the Proposer that has submitted the attached Proposal;
2. Proposer is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: Republic Services of Florida, Limited Partnership



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

TOWN OF MALABAR, FLORIDA Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

By: [Signature] (Signature)
Trey Richardson (Printed Name)
General Manager (Title)

Sworn to and subscribed before me by means of [X] physical presence or [] on line notarization, this 13 day of August, 2021

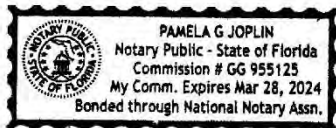
Personally known Trey Richardson

Or Produced Identification (Type of Identification)

Notary Public - State of Florida
[Signature] (Notary Signature)

My Commission Expires Mar 28, 2024

(Printed, typed, or stamped commissioned name of notary public)



PROPOSER: Republic Services of Florida, Limited Partnership



**REPUBLIC
SERVICES**



Town of
MALABAR
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**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
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h)

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF MALABAR:

Republic Services OF FL, LP, hereby acknowledges and agrees that as Contractor for the Town of Malabar within the limits of the Town of Malabar, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Malabar, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Republic Services's failure to comply with such regulations.

ATTEST

Republic Services of Florida, Limited Partnership

CONTRACTOR

BY: _____

Trey Richardson, General Manager

(Print Name)

Date: 08/17/2021

PROPOSER: Republic Services of Florida, Limited Partnership



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

i)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/30/2021

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.

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).

PRODUCER: CANNON COCHRAN MANAGEMENT SERVICES, INC.
INSURER(S) AFFORDING COVERAGE: ACE American Insurance Co., Indemnity Insurance Co of North America, ACE Fire Underwriters Insurance Co., Illinois Union Insurance Company

COVERAGES CERTIFICATE NUMBER: 1966819 REVISION NUMBER: 1

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER: United States
CANCELLATION: 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 signature.



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1966819

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

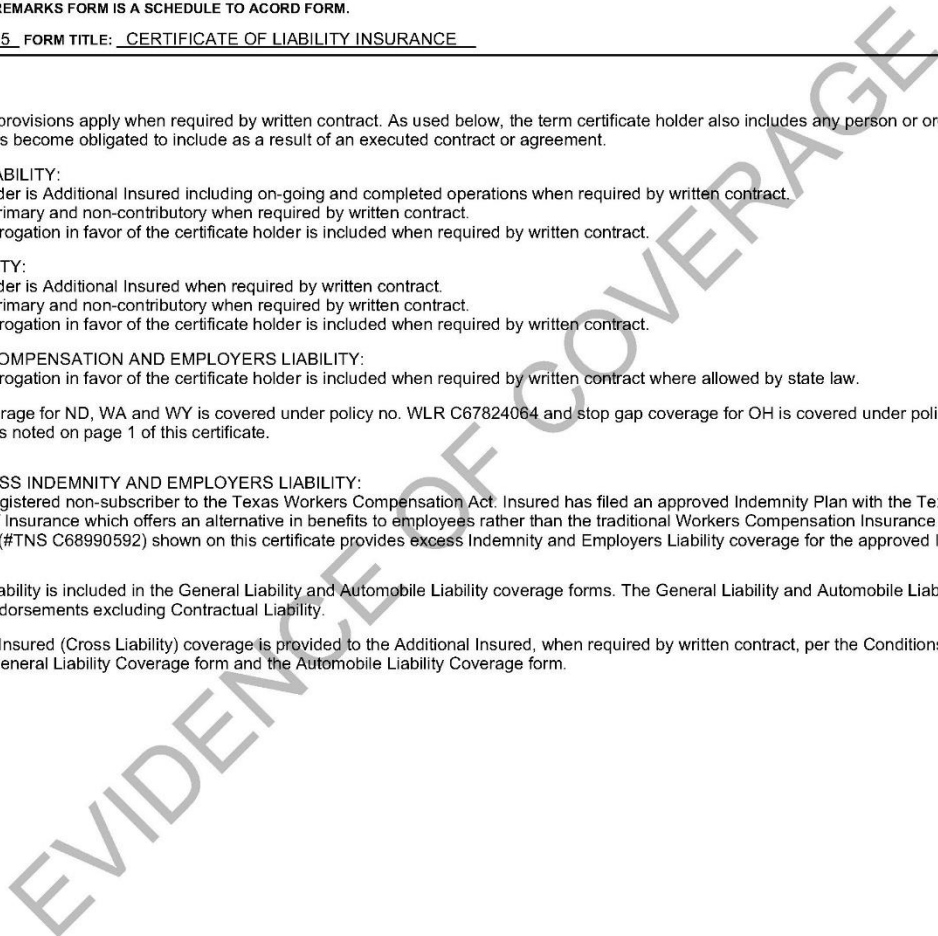
Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.





**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

j)

Please see Republic Services financial information on pages 37 - 42.



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

K)

BID BOND


KNOW ALL BY THESE PRESENTS, That we, Republic Services of Florida, Limited Partnership
2575 Doreatha Avenue, Palm Bay, FL 32905
_____ as Principal, hereinafter called the Principal,
and the Federal Insurance Company
of 202B Hall's Mill Road , Whitehouse Station, NJ 08889, a corporation duly organized under
the laws of the State of _____ IN _____, as Surety, hereinafter called the Surety, are held and firmly bound unto
Town of Malabar as Obligor, hereinafter called the Obligor,
in the sum of Ten Thousand Dollars and 00/100 Dollars
(\$ \$10,000.00), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #2021-01 Residential & Commercial Franchise Agreement for
Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of August, 2021.

Republic Services of Florida, Limited Partnership (Seal)
Principal
By: [Signature]
Kathleen M. Mitchell Attorney-in-Fact Title

Federal Insurance Company
By: [Signature] 
Amber Engel Attorney-in-Fact



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES



REPUBLIC SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 30th day of November, 2020 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

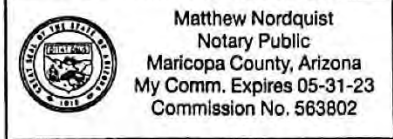
REPUBLIC SERVICES, INC., a Delaware corporation

[Signature] Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 30th day of November, 2020 by Eileen B. Schuler, Assistant Secretary.



[Signature] Notary Public

CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 17th day of August, 2021 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

[Signature] Eileen B. Schuler



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Amber Engel

Surety Bond Number: Bid Bond Obligor: Town of Malabar

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY County of Hunterdon SS.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316886 Commission Expires July 16, 2024

Signature of Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 17, 2021.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Combined: FED-VIG-PI-WFIC-AAIC (rev. 11-19)



REPUBLIC SERVICES



Town of **MALABAR**
Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

August 17, 2021

LETTER OF INTENT

Town of Malabar
2725 Malabar Road
Malabar, FL 32950

RE: Republic Services of Florida, Limited Partnership
RFP #2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling,
Yard Waste, and Bulk Waste Collection Services

To Whom it May Concern:

We are writing to you at the request of Republic Services of Florida, Limited Partnership.
This principal has or is about to submit a Bid proposal for RFP #2021-01 Residential & Commercial
Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services

If a contract for this work is awarded to Republic Services of Florida, Limited Partnership,
Federal Insurance Company, a surety licensed to conduct business in the
State of FL, has agreed to act as surety to issue the required Performance Bond which is a
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Amber Engel
Attorney in Fact
Federal Insurance Company

Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting
The USI ONE Advantage[®]



**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

CHUBB'

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

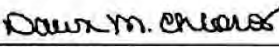
Westchester Fire Insurance Company | ACE American Insurance Company

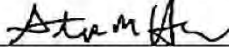
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Amber Engel

Surety Bond Number: Letter of Intent
Obligee: Town of Malabar

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.


Dawn M. Chloros, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316695
Commission Expires July 16, 2024


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 17, 2021.




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Combined: FED-VIG-PI-WFIC-AAIC (rev. 11-19)



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

Conflict of Interest Statement

STATE OF FLORIDA)
) ss
County of Brevard)

Before me, the undersigned authority, personally appeared Trey Richardson, who was duly sworn, deposes, and states:

- 1. I am the General Manager of Republic Services of Florida, Limited Partnership with a local office in Palm Bay, FL and principal office in Phoenix, AZ.
2. The above named entity is submitting a Request for Proposal for the Town of Malabar project described as RFP-2021-01 - RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Town of Malabar.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Town of Malabar.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Town of Malabar in writing.

DATED this 13 day of August, 2021.



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

[Signature]
Signature of Affiant

Trey Richardson

Typed/Printed Name of Affiant
General Manager

Title

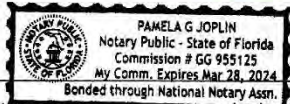
Sworn to and subscribed before me by means of physical presence or on line notarization, this 13 day of August, 2021.

Personally known or produced identification _____
(type of identification).

Notary Public - State of Florida

[Signature]

My commission expires Mar 28, 2024



(Printed typed or stamped commissioned name of notary public)



**REPUBLIC
SERVICES**



Town of
MALABAR
Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

Compliance with the Public Records Law


Upon award recommendation or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to Town of Malabar.

If the company submits information exempt from public disclosure, the company must identify with specificity Town which pages/paragraphs of their Proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Republic Services of Florida, Limited Partnership

Authorized representative (printed): Trey Richardson

Authorized representative (signature): 

Date: 08/17/2021



REPUBLIC SERVICES



Town of MALABAR Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services RFP# 2021-

Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the Town.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the Town be held liable for the actions or omissions of the Contractor or any other party or parties to the Contract for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the Town, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor Republic Services of Florida, Limited Partnership

Signature: [Handwritten Signature]
Printed Name: Trey Richardson
Title: General Manager

Date: 08/13/2021

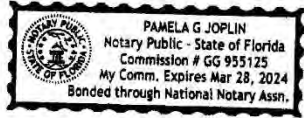
Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 13 day of August, 2021, by Trey Richardson of Republic Services of Florida (firm), on behalf of the firm. He She is personally known to me or has produced identification.

Pamela G. Joplin
Print name Pamela G. Joplin
Notary Public in and for the County Polk and
State Aforementioned Florida

My commission expires: Mar 28, 2024





**REPUBLIC
SERVICES**



Town of
MALABAR
Florida

**RESIDENTIAL & COMMERCIAL
FRANCHISE AGREEMENT FOR SOLID
WASTE, RECYCLING, YARD WASTE,
AND BULK WASTE COLLECTION
SERVICES**

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT 2
PAGES *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

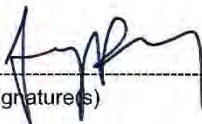
Republic Services of Florida, Limited Partnership

Organization Name

**RFP-2021-01 - RESIDENTIAL &
COMMERCIAL FRANCHISE AGREEMENT
FOR SOLID WASTE, RECYCLING, YARD
WASTE, AND BULK WASTE COLLECTION
SERVICES**

Trey Richardson, General Manager

Names and Titles of Authorized Representative(s)


Signatures(s)

08/17/2021

Date

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.



**REPUBLIC
SERVICES**



Town of
MALABAR
Florida

RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES

TOWN OF MALABAR, FLORIDA
Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-

2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

**RESIDENTIAL & COMMERCIAL FRANCHISE
AGREEMENT FOR SOLID WASTE, RECYCLING, YARD
WASTE, AND BULK WASTE COLLECTION SERVICES
AGREEMENT**



**Agreement
Between**

Town of Malabar

and

TBD

Approved: TBD

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SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL AGREEMENT

Town of Malabar, Florida

This Contract is made and entered into this _____ day of _____, 2021, between the Town of Malabar, a municipal corporation of the State of Florida, Brevard County, Florida, hereinafter referred to as "TOWN," and "TBD" authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the TOWN and CONTRACTOR hereby agree as hereinafter set forth:

SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM

- A. Effective and Commencement Dates. The Effective Date of this Contract is the date this Contract is executed and signed by both the TOWN and CONTRACTOR. The Commencement Date is the date that Collection services required pursuant to this Contract commence, or January 1, 2022.
- B. Initial Term. The term of this Contract shall be for a six (6) year period beginning on the Commencement Date, not later than January 1, 2022, and terminating December 31, 2027.
- C. Renewal Option. This Contract shall automatically renew for up to three (3) additional three (3) year periods unless either party provides the other party with written notice of non-renewal at least one (1) year prior to the conclusion of any Contract term.

SECTION 2. DEFINITIONS

For the purpose of this RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE COLLECTION SERVICES AGREEMENT, hereinafter referred to as "Contract," the definitions contained in this Section shall apply unless otherwise specifically stated or otherwise in conflict with Florida law. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the TOWN Code shall control except where preempted by Florida law, in which case Florida law shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- B. Bulk Trash means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a Container. Bulk Trash includes, but is not limited to, furniture and fixtures, mattresses, White Goods, equipment, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at which the Bulk Trash is placed for Collection. Bulk Trash does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- C. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.

- D. Business(es) means all retail, professional, wholesale, agricultural, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses; any church, synagogue, mosque, or other house of worship; and any schools or other institutions.
- E. Certificate of Occupancy means a document produced by the Town certifying that a newly constructed building has been constructed in compliance with Town specifications and Florida Building Code and is suitable for use.
- F. Collection means the process whereby Solid Waste, Recyclable Materials, Yard Waste or Bulk Waste is removed and transported to the facilities designated in this Contract.
- G. Commencement Date means the date Collection services pursuant to this Contract commence, prior to January 1, 2022.
- H. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris or C&D Debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project.
- J. Container means any container intended for Collection.
- K. Contract means this agreement, including all attachments and amendments thereto, between the TOWN and the CONTRACTOR, governing the provision of services as provided herein.
- L. Contract Administrator means the Town Manager or designee.
- M. Contract Year means the time from the Commencement Date through December 31, 2022 and each year thereafter during the term of the Contract.
- N. CONTRACTOR means that person or entity that has obtained from the TOWN a Contract to provide the services set forth herein.
- O. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.
- P. County means Brevard County, Florida.
- Q. Designated Disposal Facility means the disposal facility designated by the TOWN.
- R. Designated Materials Recovery Facility or Designated MRF means the facility designated by the TOWN for delivery of all Residential Recyclable Materials collected pursuant to this Contract. The designated facility for collected recycling material will be the TBD.
- S. Dumpster means any metal container, with a capacity of two (2) or more cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck.
- T. Effective Date means the date this Contract is executed by both the TOWN and CONTRACTOR.
- U. Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, construction and demolition waste, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Council, Contractor-

Generated Waste, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.

- V. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future federal, state, or local law.
- W. Holiday means a designated holiday on which the CONTRACTOR shall not be required to provide Residential and/or Commercial Collection Service or to maintain office hours. For the purposes of this Contract, Holiday shall only mean Memorial Day, Independence Day, Veterans Day, Thanksgiving Day and Christmas Day. and any day that the landfill closes unless additional Holidays are approved by the Contract Administrator.
- X. Non-Collection Notice means a durable tag, sign, and/or sticker placed on any Container or waste that has been set out for Collection by a customer but is not collectable in accordance with the provisions of this Contract and, therefore, has not been collected by the CONTRACTOR.
- Y. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-2, tin and ferrous cans, and other materials added by the TOWN.
- Z. Recycling Bin means a rigid rectangular receptacle made of plastic or other suitable substance of no less than eighteen (18) gallons for the Collection of Recyclable Materials.
- AA. Residence means any individual living unit in a single-family structure or building intended for, or capable of being utilized for, residential living. For the purposes of this Contract, the term Residence shall include a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.
- BB. Residential Collection Service means the Collection of Residential Waste from all Residential Service Units in the Service Area and the delivery of such materials to the facilities designated in this Contract.
- CC. Residential Customer means the occupant of the Residential Service Unit that receives Collection services pursuant to this Contract.
- DD. Residential Service Unit means any Residence receiving Residential Collection Service pursuant to this Contract.
- EE. Residential Waste means Solid Waste, Bulk Waste, and Recyclable Materials generated by Residential Customers and by the Town.
- FF. Roll Cart means a wheeled container designed and intended to be used for automated or semi-automated Collection of Solid Waste and/or Recyclable Materials that is a type and size approved by the Town.
- GG. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.
- HH. Service Area means the municipal limits of the TOWN.
- II. Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
- JJ. Solid Waste means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, agricultural, or governmental operations. For the purposes of this Contract, the only things Solid Waste excludes are Recyclable Materials, Exempt Waste, and Residential Bulk Waste.

KK. TOWN means the Town of Malabar, Florida.

LL. Town Council or Council means the governing body of the Town of Malabar, Florida.

MM. White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection.

NN. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.

OO. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension. Yard Trash must be generated by the customer at the Residential Service Unit at which the Yard Trash is placed for Collection. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste or Exempt Waste. Yard trash does not include vegetative or bulk material that is generated as the result of a hurricane or other declared disaster event.

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

- A. Exclusive Contract. The CONTRACTOR is herein granted an exclusive Contract to provide Residential Collection Service within the TOWN. The CONTRACTOR is not granted the exclusive right to collect C&D Debris. The CONTRACTOR may provide C&D Debris collection services at competitive rates that shall not be controlled by this Contract.
- B. Services to be Provided. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units and to the Town within the Service Area. The CONTRACTOR shall transport and deliver all Solid Waste, Recyclable Materials, and Bulk Waste collected pursuant to this Contract to the facilities designated herein. CONTRACTOR agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. CONTRACTOR further agrees and understands that CONTRACTOR is responsible for collecting any Residential Waste that has spilled or is no longer containerized, unless such spillage is clearly not caused by the CONTRACTOR or an employee of the CONTRACTOR.
- C. Exempt Waste. The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste are not regulated under this Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws and regulations.
- D. Responsibility for Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for Residential and Commercial Collection Service. The CONTRACTOR shall be responsible for the billing and collection of payments for providing and servicing extra Residential Roll Carts, special collection services requested and provided to Residential Customers as outlined in Section 5.D of this Contract.
- E. Payment for Disposal. The CONTRACTOR shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Contract, and shall provide documentation of such payment to the TOWN. If the Designated Disposal Facility requires that a payment bond be posted for disposal of Solid Waste collected pursuant to this Contract, the CONTRACTOR shall be responsible for posting such payment bond.

SECTION 4. TRANSITION IN SERVICE

- A. Transition Prior to Commencement Date of Service. The CONTRACTOR is responsible for providing a smooth transition in services to minimize inconvenience to Residential Customers. To accomplish this objective, the CONTRACTOR shall submit to the Contract Administrator, prior to the TOWN's execution of this Contract, a Transition Plan that provides a detailed description of how the CONTRACTOR will plan and prepare for initiating Collection services on the Commencement Date. The Transition Plan must meet the approval of the

Contract Administrator. If the Contract Administrator does not approve any part of the Transition Plan, CONTRACTOR shall provide a revised proposed Transition Plan within five (5) Work Days of notification. At a minimum, the CONTRACTOR must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the TOWN-approved plan. This list is not intended to identify all necessary tasks to be performed by the CONTRACTOR, but to provide a springboard for the CONTRACTOR to develop a comprehensive Transition Plan.

- (1) Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- (2) Transition Meeting and Call Schedules: Proposed meeting and call schedules including, but not limited to, meetings with the Contract Administrator, Town staff, and outgoing contractor leading up to the Commencement Date.
- (3) Office: Schedule for setting up an office, installing local telephone number routed to the office, and training staff to begin receiving calls.
- (4) Fleet: Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Contract Administrator. For all new purchases, CONTRACTOR shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date.
- (5) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
- (6) Routing: Schedule for developing Solid Waste, Recyclables, and Bulk Waste routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.

B. Transition Prior to Expiration of this Contract.

- (1) Should the TOWN choose not to exercise the renewal option of this Contract or should no renewal options remain, the TOWN anticipates awarding a new contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, the CONTRACTOR agrees to provide service to the TOWN for up to an additional one hundred and eighty (180) day period beyond the expiration of the Contract, provided the TOWN requests said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would on January 1 as specified in Sections 12 and 13 of this Contract.
- (2) At the expiration of this Contract, the CONTRACTOR shall work with the TOWN and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:
 - (a) Attend coordination meetings with the TOWN and newly selected hauler, as requested.
 - (b) Work with the newly selected hauler to develop a mutually agreeable schedule for removal of CONTRACTOR-owned Containers and placement of newly selected hauler's containers. The schedule shall ensure no interruption in solid waste services.
 - (c) Allow the newly selected hauler to purchase or rent for up to ninety (90) days, CONTRACTOR-owned Containers from the CONTRACTOR. The purchase price and/or rental shall be negotiated.
- (3) ~~The TOWN reserves the right to withhold payment to CONTRACTOR for the final month of service until CONTRACTOR has complied with all requirements of this Section.~~

SECTION 5. RESIDENTIAL COLLECTION SERVICE

A. Residential Solid Waste Collection.

- (1) The CONTRACTOR shall provide Residential Solid Waste Collection to all Residential Service Units in the Service Area TBD time(s) per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, with the exception of Holidays as set forth herein. Residential Solid Waste Collection shall occur TBD per week on Tuesday and Friday, unless a modification is approved by the Contract Administrator.
- (2) All Residential Solid Waste shall be properly containerized. All Solid Waste to is to be placed in contractor-provided carts with a capacity of not more than ninety-six (96) gallons and weighing not more than fifty (50) pounds. CONTRACTOR is expected to pick up additional boxes, that may be placed next to Roll Carts. Residential Customers may request the CONTRACTOR to provide and service additional Solid Waste Roll Carts as specified in Section 6.B(4) of this Contract.
- (3) Hours: Residential Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and days of Collection may be extended due to extraordinary circumstances or conditions, with the prior written consent of the Contract Administrator.

B. Residential Bulk Waste Collection.

- (1) The CONTRACTOR shall provide Residential Bulk Waste Collection, consisting of Yard Trash and Bulk Trash, to all Residential Service Units in the Service Area. Non-vegetative Residential Bulk Waste Collection shall occur on the solid waste collection days and vegetative bulk waste shall occur once per week on Thursday, unless otherwise approved in writing by the Contract Administrator; large piles of vegetative bulk waste shall be collected within 5-7 days of solid waste route driver initiated or customer request to collector. Bulk Waste Collection is limited to twelve (20) cubic yards or as adopted by Town ordinance, per set-out.
- (2) If Bulk Waste exceeds the twelve (20) cubic yard limit, the CONTRACTOR will treat any amount above the twenty (20) cubic yard limit as a special collection service in accordance with Section 5.D(2).
- (3) The CONTRACTOR may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles but shall collect such material in such a way that Yard Trash can be separated for recycling. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile to permit the CONTRACTOR to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash using a grapple or clam truck may be on the same Collection day as Collection of Bulk Trash. Collection of Bulk Trash may use a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required.
- (4) The CONTRACTOR shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Trash but separate so as not to be obstructed. Even if residents fail to separate their White Goods, CONTRACTOR shall still utilize its best efforts to recycle comingled White Goods collected.

C. Residential Recyclables Collection.

- (1) The CONTRACTOR shall provide Residential Recyclables Collection to all Residential Service Units in the Service Area. This service shall be provided once every week on Friday, unless a modification is approved in writing by the Contract Administrator.
- (2) Residential Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same recycle bin. All Recyclables are to be placed in 64 gallon recycle bins. Residential Customers may request the CONTRACTOR to provide and service additional recycle bins as specified in Section 6.C(2) of this Contract.
- (3) Contractor and City shall mutually agree on any additions or deletions of recyclable types to be collected. The addition of items shall be at no additional cost to the TOWN unless the CONTRACTOR can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

D. Residential Special Collection Service.

- (1) For an additional fee, Residential Customers may request special collection service from the CONTRACTOR that exceeds the base-level services outlined herein. CONTRACTOR shall be responsible for invoicing and collecting payment from Residential Customers for special collection services outside the scope of this contract. The TOWN is not liable for a Residential Customer's failure to remit payment to CONTRACTOR for any special collection service provided.
 - (2) Bulk Waste in excess of twelve (20) cubic yard limit. If a Residential Customer places more than twenty (20) cubic yards of Bulk Waste curbside for Collection, the CONTRACTOR shall collect all Bulk Waste and shall invoice the Customer for the amount of Bulk Waste exceeding the twenty (20) cubic yard limit. This per cubic yard amount shall be as approved in the contract between the Town and the CONTRACTOR.
 - (3) By noon the business day following each Work Day, the CONTRACTOR shall provide the Town with the residential address associated with any overage of bulk waste to be charged and shall provide digital photographs of the entire pile prior to Collection, to document the size of the Bulk Waste pile.
 - (4) No Mixing of Residential Materials.
 - (5) The CONTRACTOR shall collect Residential Solid Waste, Yard Waste, Bulk Waste, and Recyclable Materials generated in the TOWN separate from any Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials generated in another jurisdiction.
 - (6) The CONTRACTOR shall not commingle Residential Recyclable Materials with other Residential Waste.
- E. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Contract, side or back door Collection of Residential Solid Waste and Residential Recyclable Materials from a Residential Service Unit shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the Contract Administrator in the manner required by TOWN. The Contract Administrator shall notify the CONTRACTOR in writing of any customers requiring side or back door Collection. No additional monies shall be due to the CONTRACTOR for the provision of side or back door Collection to disabled Residential Customers. The CONTRACTOR will not be required to enter any buildings, garages or gated areas of the property to service a Residential Customer.
- F. Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on or Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Contract Administrator.
- G. Holidays. For collection of solid waste that occurs twice per week, In the event a Residential Customer's normal Collection Day falls on a holiday observed by the CONTRACTOR and accepted by the TOWN via this CONTRACT, Collection shall occur on the Residential Customer's next regularly scheduled Collection Day. For collection of solid waste that occurs once per week, In the event a Residential Customer's normal Collection Day falls on a holiday observed by the CONTRACTOR and accepted by the TOWN via this CONTRACT, Collection shall occur on the next business day following the holiday.
- H. Accessibility. All properly prepared Residential Containers, including Roll Carts, shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and customer, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. When possible, CONTRACTOR shall work to ensure that Containers, including Roll Carts, are placed in an upright position within three (3) feet of the curb, swale, roadway, or other such location agreed to by the CONTRACTOR and customer, that will help to ensure that no Container or Roll Cart impedes, alters, or prevents the vehicular traffic. In certain instances, properly prepared Residential Waste may be placed in driveway turnout areas to avoid placing it in the traveled

roadway. The CONTRACTOR shall report monthly to the Contract Administrator all situations that prevent or hinder Collection on any premises.

I. Manner of Collection.

- (1) The CONTRACTOR shall provide Residential Collection Service with as little noise and disturbance as possible.
- (2) CONTRACTOR's employees shall completely empty any Container without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Roll Carts shall be placed in an upright position with the lid closed. Containers with unattached lids shall be placed either in an upright position with the lid set on top or in an inverted position with the lid placed underneath to help prevent the lid from flying away or if that is impractical directly behind the Container.
- (3) CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No trespassing by CONTRACTOR'S employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. CONTRACTOR is responsible for repairs to all damaged property.
- (4) CONTRACTOR's Collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets with center stripes. At no time shall collection crews cross to the opposite side of a street with center stripes to retrieve Containers, Roll Carts, or materials that have been set out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers and only when approved by the Contract Administrator. At no time shall collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

J. Spillage. The CONTRACTOR shall clean up any Residential Solid Waste spilled from a Container by the CONTRACTOR, or its employees or Residential Bulk Waste spilled or scattered by the CONTRACTOR or its employees prior to proceeding to the next customer, if reasonably possible, but in no event prior to the end of that pick-up day. Care shall be taken by CONTRACTOR'S employees to prevent damage to Containers by unnecessary rough treatment.

K. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator with schedules for all Residential Collection Service routes in accordance with the Transition Plan and shall always keep such information current. If any changes in the Collection routes occur, the Contract Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Residential Waste Collection may be made without the prior written consent of the Contract Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Waste Collection is approved by the Contract Administrator, the CONTRACTOR shall immediately notify the affected Residential Customers, in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

A. Customer-Provided Containers. Within three (3) Work Days of being notified by a Residential Customer or the TOWN that CONTRACTOR or its employees destroyed the customer's container, CONTRACTOR shall provide the Residential Customer with a container of comparable size and quality. CONTRACTOR is not responsible for a replacement Container if it can satisfactorily prove to the Contract Administrator that CONTRACTOR or its employees did not damage the customer's Container. Prior to payment or replacement of the Container, the Residential Customer shall give CONTRACTOR their damaged Container for disposal.

B. Purchase and Distribution of Solid Waste & Recycle Roll Carts.

- (1) The standard Solid Waste Roll Cart shall be TBD on option, ninety-five (95) gallons or similar in size. However, CONTRACTOR shall make sixty-five (65) gallon (or similar in size) Solid Waste Roll Carts available upon request by a Residential Customer. Prior to assembly and distribution of Solid Waste Roll Carts, CONTRACTOR may conduct a survey of Residential Customers to determine which size Solid Waste Roll Cart they prefer. If CONTRACTOR plans to conduct such a survey, the details of such survey shall be included in the Transition Plan and the survey and method of collection of survey data must be approved by the TOWN in advance of its distribution.
- (2) Upon request by a Residential Customer, CONTRACTOR shall exchange a Solid Waste Roll Cart with an alternatively sized Roll Cart within five (5) Work Days of request for such exchange by the customer or TOWN. CONTRACTOR shall provide one (1) Solid Waste Roll Cart exchange per Residential Customer during the initial Contract term at no charge to the customer or the TOWN. Should a Residential Customer request additional exchanges, CONTRACTOR may charge the Residential Customer no more than one hundred dollars (\$100) per Roll Cart that is exchanged. CONTRACTOR shall track and report exchanges in the asset management database specified in Subsection E below.
- (3) ~~Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Solid Waste Roll Cart to accommodate extra materials. CONTRACTOR shall charge Residential Customer for each extra Solid Waste Roll Cart for an additional unit in accordance with Exhibit 1. CONTRACTOR shall provide additional Solid Waste Roll Carts within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Solid Waste Roll Carts delivered to Residential Customers in the asset management database and report them monthly to the Contract Administrator. If a Residential Customer desires the Collection of the extra Solid Waste Roll Cart(s), CONTRACTOR shall issue an annual invoice for the Collection that shall be paid directly by the Residential Customer to CONTRACTOR in accordance with the rate schedule provided in Exhibit 1. Such annual invoice shall be prorated based upon the 1st day of the month that Collection commences, and it shall be based upon a calendar year. CONTRACTOR shall send all renewal invoices to the Residential Customers in December of each calendar year. CONTRACTOR shall not be required to collect any extra Solid Waste Roll Cart(s) unless it has been paid to collect same. Residential Customer may cancel its extra Solid Waste Roll Cart(s) Collection at any time, but such cancellation shall only go into effect the next calendar year. Residential Customers who cancel their extra Collection shall not receive a proration for services, nor shall they be able to seek a credit for failure to utilize this service. The TOWN is not liable or responsible for any payment to CONTRACTOR for the failure of payment by a Residential Customer, or for CONTRACTOR's collection of such extra waste.~~
- (4) CONTRACTOR shall provide a transition plan to the Contract Administrator, which is subject to the approval of the Contract Administrator. The transition plan shall include the information specified below:
 - (a) Cart Procurement: Schedule for purchase and manufacturing of CONTRACTOR-provided Roll Carts for Residential Collection Service including artwork approval by TOWN and prototype delivery. The TOWN retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
 - (b) Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. All Roll Carts shall be delivered to all customers at least two (2) weeks prior to the Commencement Date. An A&D plan shall also be included two (2) weeks prior to the Commencement date identifying A&D contractor, if applicable, and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database. CONTRACTOR shall provide a list matching the serial number of each Roll Cart to the specific address to which each Roll Cart has been assigned. After delivery, residents may affix their names and property address onto their assigned Roll Cart.

- (c) Cart Swaps: Schedule for Roll Cart swaps, including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.

C. Purchase and Distribution of Recycling Bins.

- (1) Prior to the Commencement Date, the CONTRACTOR shall ensure that all Residential Customers desiring Recycling Bins are provided such. Recycling Bins shall be of a similar size and quality as those currently in use, meet the technical specifications provided in Exhibit 5, and be approved by the Contract Administrator. The CONTRACTOR shall purchase and provide Recycling Bins to all new Residential Customers within five (5) Work Days of notification of a new Residential Customer.
- (2) Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Recycling Bin to accommodate extra recyclable materials. CONTRACTOR shall provide additional Recycling Roll Bins within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Recycling Bins delivered to Residential Customers on the asset management list and report them monthly to the Contract Administrator. Additional Recycling Bins shall be collected at no additional cost to the Residential Customer or the TOWN.

D. Repair and Replacement of Solid Waste and Recycling Bins.

- (1) CONTRACTOR shall maintain a sufficient inventory of Solid Waste Roll Carts (if this option is ever selected) and Recycling Bins to be able to deliver new or replacement Roll Carts/Bins of the requested size within five (5) Work Days of receiving request.
- (2) CONTRACTOR shall repair or replace a Roll Cart/Bin within five (5) Work Days of receiving notice from the TOWN or customer of the need for repair, or if identified unserviceable by CONTRACTOR.
- (3) Any Roll Carts/Bins damaged by the CONTRACTOR, including extra Roll Carts/Bins, shall be replaced by the CONTRACTOR, at the CONTRACTOR's expense, at no cost or inconvenience to the Residential Customer.
- (4) The cost of replacing Roll Carts/Bins due to loss, theft (without documented police report), or destruction through no fault of the CONTRACTOR shall be charged by the CONTRACTOR to the Residential Customer for an amount not to exceed the rate schedule set forth in Exhibit 1. This rate may be adjusted by the TOWN if the CONTRACTOR provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Customer by the CONTRACTOR at the time of delivery of the Roll Cart/Bin.

E. Asset Management List.

- (1) The TOWN will provide the CONTRACTOR with a list of Residential Customers that includes the parcel folio number, address, and number of Residential Service Units on each parcel. CONTRACTOR shall use this list to develop and maintain an asset management database through which CONTRACTOR shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to TOWN approval. The database shall also specify the route for each Residential Service Unit and shall be in a format that is searchable by the Contract Administrator. The initial database must be populated and transmitted to the Contract Administrator in accordance with the approved Transition Plan. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to the following:
 - (a) Work order number, date, and status
 - (b) Residential Service Unit name/ID and address

- (c) Parcel folio number (as provided by the TOWN)
 - (d) For each Roll Cart at each Residential Service Unit, the type (Solid Waste or Recycling), size, and serial number
 - (e) Routes on which the Residential Service Unit is serviced
- (2) CONTRACTOR shall provide the Contract Administrator with an updated copy of the asset management database quarterly, as well as access upon request.
- F. ~~Ownership of Roll Carts/Bins. Ownership of Roll Carts/Bins provided by CONTRACTOR shall rest with the CONTRACTOR until expiration or termination of this Contract, at which point ownership and warranty transfer shall rest with the TOWN. Should the Contract be terminated early for convenience, the TOWN shall pay the CONTRACTOR a prorated amount for the purchase price of the Solid Waste Roll Carts based on a five (5) year amortization schedule.~~

SECTION 7. RESIDENTIAL NON-COLLECTION PROCEDURES

- A. In the event Solid Waste contains Exempt Waste, Recyclable Materials are contaminated through commingling with Solid Waste, or other occurrence that would warrant legitimate non-collection by the CONTRACTOR, the CONTRACTOR shall affix a Non-Collection Notice to the Container or waste itself explaining why Collection was not made and explaining proper procedures for setting out Solid Waste, Bulk Waste, and Recyclable Materials. CONTRACTOR shall take digital photographs of the waste or pile to document the reason for non-collection. If the uncollected waste consists of Bulk Waste, CONTRACTOR shall take photographs from at least one (1) side of the pile, at a minimum.
- B. The design and content of all Non-Collection Notices must be approved by the Contract Administrator and the cost of printing and delivery of said notices shall be paid for by the CONTRACTOR.
- C. By the end of each Work Day or in no event later than noon the next Work Day, the CONTRACTOR shall electronically transmit to the Contract Administrator a list of all Residential Service Units at which Collection was not made that Work Day. This list shall include the reasons for the non-collection and the addresses of such non-collection. The CONTRACTOR shall also electronically transmit all digital photographs of the non-collection to the Contract Administrator.

SECTION 8. RESIDENTIAL BULK WASTE PROCESSING

- A. The CONTRACTOR is responsible for the transport, processing, marketing, and final disposal of all Residential Bulk Waste collected by the CONTRACTOR. Bulk Waste must be processed or disposed at a legally permitted and licensed facility(ies) to process such materials, as agreed upon by the TOWN and CONTRACTOR. The Bulk Waste processing facility shall be (name of facility specified by selected vendor to be inserted) or such other facility(ies) approved in writing by the Contract Administrator.
- B. To the extent practical, the CONTRACTOR shall recycle any recyclable items collected in the Residential Bulk Trash, including White Goods, and shall mulch, compost, or otherwise recycle Yard Trash. The CONTRACTOR shall record the quantities of Bulk Trash and Yard Trash recycled and the quantities disposed and shall report such quantities to the Contract Administrator for each month and the report shall be given to the Contract Administrator within the month following the report date.

SECTION 9. DESIGNATED FACILITIES

- A. Except as set forth below, all Residential Solid Waste collected by the CONTRACTOR shall be transported to, and disposed of, at any facility selected by the Contractor and approved by the TOWN. The designated facility

for collected solid waste and bulk waste will be the Brevard County, Sarno Transfer Station 3379 Sarno Road, Melbourne, FL 32934.

- B. All Residential Recyclable Materials collected by the CONTRACTOR shall be delivered any facility selected by the Contractor and approved by the TOWN. The designated facility for collected recycling material will be the Waste Management Recycling Center, 3303 Lake Dr Cocoa, FL 32926.
- C. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Section 21 of this Contract and may result in the CONTRACTOR being in default under this Contract.

SECTION 10. ADDITIONAL SERVICES

- A. TOWN Services. The CONTRACTOR shall provide, at no cost to the TOWN, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of Containers. Provided below is a list of services provided at the time of Contract execution. Services to be provided may be adjusted during the term of the Contract based on need.

Locations	Address	Service Frequency	Garbage Carts	Recycle Carts	Dumpster Size
Malabar Town Hall	2725 Malabar Rd	Twice Weekly	(1) 64-Gallon Cart	(1) 64-Gallon Cart	N/A
Malabar Fire Department	1810 Malabar Rd	Once weekly	(1) Dumpster	-	4 yards
Malabar Public Works Facility	1435 Centre St.	Once weekly	(1) Dumpster	-	4 yards
(2) Community Events	1850 Malabar Rd	Once per Event	(12) 64 Gallon Cart/One Time Use Containers	(6) 64 Gallon Cart/One Time Use Containers	N/A

- B. Public Awareness Program. The CONTRACTOR agrees to participate in public outreach events, at no charge to the Town, by providing up to twelve (12) hours per year of an outreach person’s time at such public outreach events, provided that notice of at least two weeks is given. If the TOWN'S notice for CONTRACTOR'S cooperation under this Section is less than two weeks, CONTRACTOR, at its sole discretion, may agree to provide the requested outreach person.

SECTION 11. RESIDENTIAL RATES AND BILLING

- A. Customer Billing. Except as specifically provided herein, the CONTRACTOR shall be responsible for the billing and collection of payments for all Residential & Commercial Collection Service. The CONTRACTOR shall be responsible for directly billing Residential & Commercial Customers for providing and servicing extra Roll Carts and for providing special collection service as specified in Section 5.D of this Contract.

Residential Service Unit Count. No later than October 1st, 2021, the TOWN will provide the CONTRACTOR with an initial list of Residential Service Units within the Service Area. In the event the CONTRACTOR does not agree with the Residential Service Unit count provided by the TOWN, the CONTRACTOR may request that the TOWN and the CONTRACTOR perform a joint physical count of the Residential Service Units in the Service Area. If the CONTRACTOR does not dispute the number of Residential Service Units provided by the TOWN for a given month within 30 days of receipt of said month’s payment, the number of Residential Service Unity shall be deemed to be accepted by the CONTRACTOR and CONTRACTOR waives all rights to recourse for its failure to contest the Residential Service Unit count provided by the TOWN.

- B. Service Rates. In accordance with the rates and generation factors established in Exhibit 1, attached hereto and included herein, the collection elements of the initial service rate shall not be adjusted for the first year of the contract effective with the commencement of service date of no later than January 1, 2022.
- C. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted January 1, 2023, and annually thereafter each Contract Year, as described herein. Any requested adjustments must be submitted to the Town by October 1st of each year for the following fiscal year, beginning with October 1, 2022. An example of the calculation of such adjustment is provided in Exhibit 2. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 27 and the Town Manager.
- D. Indexes for Adjusting Rates. The following indexes shall be used for calculating rate adjustments pursuant to this Contract. If either of these indexes is discontinued or substantially altered, the TOWN shall select another relevant index published by the United States Government or by a reputable publisher of financial and economic indexes.
- (1) The Consumer Price Index (CPI) used for adjusting rates shall be the Consumer Price Index for Series Id: CUUR0000SEHG02, Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics.
 - (2) The Fuel Index used for adjusting rates shall be the Lower Atlantic (PADD 1C) Ultra Low Sulfur (15 ppm and under) Retail Diesel Prices (Dollars per Gallon) as published by the Energy Information Administration of the United States Department of Energy.
- E. Collection Element Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index and Fuel Index, as defined in this Section and illustrated in Exhibit 2.
- (1) Ninety-five percent (95%) of the collection elements of the Residential service rates shall be adjusted based on one hundred percent (100%) of the percentage change in the CPI for February of the previous year and February of the current year, rounded to the nearest hundredth of a percent.
 - (2) Five percent (5%) of the collection elements of the Residential service rates shall be adjusted based on the percentage change in the average monthly Fuel Index for the twelve (12) month period ending February of the previous year and the average monthly Fuel Index for the twelve (12) month period ending February of the current year, rounded to the nearest hundredth of a percent.
 - (3) In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the service rate paid by the Town in the previous Contract Year.
- F. Solid Waste Disposal Element Adjustment. The Solid Waste disposal element of the Residential service rate shall be adjusted on the effective date of the new rate based on the new tipping fee at the Designated Disposal Facility. The new annual Residential Solid Waste disposal element shall be calculated as follows:

$$\begin{array}{rclcl}
 \text{New tipping} & \times & 0.764 \text{ tons/Residential} & = & \text{New Residential Solid Waste} \\
 \text{fee (\$/ton)} & & \text{Service Unit (Solid Waste} & & \text{disposal element} \\
 & & \text{generation factor)} & & \text{(\$/Residential Service Unit)}
 \end{array}$$

Such changes in rate shall be effective January 1st of the next fiscal year. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee, in the preparation of its monthly invoices to the TOWN; except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Residential Solid Waste, such lower tipping fee shall be used in the preparation of the monthly invoice to the TOWN. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.

- G. Bulk Waste Disposal Element Adjustment. The Bulk Waste disposal element of the Residential service rate shall be adjusted based on the new disposal rate at the Designated Disposal. The new annual Residential Bulk and Yard Waste disposal element shall be calculated as follows:

$$\begin{array}{rcl} \text{New tipping} & \times & 0.623 \text{ tons/Residential} \\ \text{fee (\$/ton)} & & \text{Service Unit (Bulk Waste} \\ & & \text{generation factor)} \\ & = & \text{New Residential Bulk Waste} \\ & & \text{disposal element} \\ & & \text{(\$/Residential Service Unit)} \end{array}$$

- H. Generation Factor Adjustments. The generation factors specified in Exhibit 1 that are used to calculate the rates for Solid Waste disposal and Bulk Waste disposal shall be set by July 15, 2021, and shall be adjusted October 1, 2021, and shall then remain constant for the remainder of the Contract term. The generation factors will be adjusted based on the average quantities of Residential Solid Waste and Residential Bulk Waste (not including Bulk Waste that exceeded the 20 cubic yard limit per pickup) collected per Residential Service Unit during the first Contract Year. Regardless of final determination of the average quantities of Residential Solid Waste and Residential Bulk Waste collected per Residential Service Unit during the first Contract Year, the adjusted generation factor for Residential Bulk Waste shall not exceed the TBD level of TBD tons per Residential Service Unit per year and the generation factor for Residential Solid Waste shall not exceed the generation factor provided in Exhibit 1 of TBD tons per Residential Service Unit per year. The Contractor shall provide monthly documentation demonstrating the accuracy of the tonnage of Residential Solid Waste and Bulk Waste collected in the Town during the first Contract Year. The Solid Waste disposal element and Bulk Waste disposal element shall be calculated based on these adjusted generation factors, as well as the adjustments specified in Sections 12.H and 12.I above. Notwithstanding the CONTRACTOR provided monthly reporting, the TOWN may elect to conduct its own waste management study. The generation factors determined by that study will be the factors used in the CONTRACT.
- I. Contract Preparation and Administration Expenses. The TOWN shall assume all expenses regarding contract preparation and general administration of the contract by TOWN employees.
- J. Recycling Revenues. The TOWN shall retain any revenue generated from the processing and sale of Residential Recyclable Materials after processing and transportations fees are paid.

SECTION 12. CHANGE IN LAW AND UNUSUAL CHANGES IN THE COST OF DOING BUSINESS

The CONTRACTOR may petition the TOWN for an additional rate adjustment resulting from a change in domestic law or unusual cost of doing business. The CONTRACTOR'S request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the TOWN, the Town Manager shall make a determination regarding the equity of the request and shall make a recommendation to the Town Council at a regular meeting. Adjusted Rates shall become effective upon approval by the Town Council.

SECTION 13. CONTRACTOR'S PERSONNEL

- A. The CONTRACTOR shall assign a qualified supervisor to oversee the operations within the Service Area and shall provide the name of that person in writing to the Contract Administrator annually and any other time the person in that position changes. The supervisor shall always be available to the TOWN by telecommunications equipment that the CONTRACTOR is providing Residential Collection Service. The supervisor or their representative shall be available onsite within four (4) hours or before the end of the Work Day if requested by the Contract Administrator.
- B. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

- C. The TOWN may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- D. CONTRACTOR'S employees shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.
- E. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.
- F. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the TOWN. The CONTRACTOR'S name and office telephone number shall be properly displayed on all Collection vehicles.

SECTION 14. SPILLAGE AND LITTER

- A. The CONTRACTOR shall not litter any premises in the process of providing Residential Collection Service. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection services so as to prevent spilling or dropping of Solid Waste, Bulk Waste, or Recyclable Materials during Collection activity and shall immediately, prior to proceeding to the next customer, if reasonably possible, but in no event prior to the end of that pick up day, clean up such spilled or dropped Solid Waste, Bulk Waste, or Recyclable Materials. The CONTRACTOR shall transport all Solid Waste, Bulk Waste, and Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle.
- B. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. CONTRACTOR shall provide the TOWN with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

SECTION 15. COLLECTION EQUIPMENT

- A. The CONTRACTOR shall always have on hand, in good working order, such collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Any proposed change in the collection system being used by the CONTRACTOR during the Contract period shall be submitted in writing by the CONTRACTOR to the Contract Administrator.
- B. Residential collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Yard Waste, Bulk Waste, and Recyclable Materials covered by this Contract, and transport such materials to the designated facilities in a manner such that no collected materials can be blown or fall from the vehicle during transport. The CONTRACTOR may utilize open-bed vehicles in the provision of Bulk Waste Collection; however, the vehicles must contain the Bulk Waste so that no material is spilled, leaked, or blown from the vehicle, and the vehicle must be covered with a securely fastened tarp during transport.
- C. Each collection vehicle shall always be equipped with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan or shovel; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from CONTRACTOR's collection vehicles.
- D. All equipment shall be kept well painted, shall clearly display and shall only display CONTRACTOR's name and telephone number, and shall be maintained in good repair, appearance, and sanitary, clean condition in order

to meet community standards of appearance at all times. All collection equipment shall be leak-proof to prevent any liquid from draining onto the ground. The TOWN reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the TOWN is able to verify that the necessary repairs have been made.

- E. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

SECTION 16. OFFICE

- A. The CONTRACTOR shall maintain an office where complaints can be received and which provides toll-free telephone access for customers living in the TOWN. Such office shall be equipped with sufficient telephones, shall have responsible persons in charge, and shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday on those days that the CONTRACTOR provides Residential Collection Service. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Messages left on the answering service or mechanical device shall be responded to on the next Work Day.
- B. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

SECTION 17. SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE

- A. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints shall be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between a CONTRACTOR and a customer, the matter will be reviewed and a decision made by the Contract Administrator.
- B. The CONTRACTOR will maintain a written record of all calls it receives regarding services provided pursuant to this Contract, including but not limited to inquiries, missed Collections, and complaints (Call Log). CONTRACTOR shall use a standard form for the Call Log, as approved by the Contract Administrator, to record the pertinent facts of each call, including but not limited to date and time of call; name, address, and telephone number of person calling; reason for the call; action taken by CONTRACTOR; and date and time any issue was resolved. CONTRACTOR shall keep this Call Log up to date. By the end of each Work Day, the CONTRACTOR shall e-mail to the Contract Administrator the Call Log for all calls received during that Work Day or since the previous Call Log was submitted.
- C. For those complaints related to missed Collections, CONTRACTOR shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by noon on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after noon on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials by noon of the following Work Day.
- D. For those complaints related to repair or replacement of Roll Carts, the appropriate subsections of Section 6 of this Contract shall apply.
- E. By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of those complaints, related to Collection, that were not resolved in the manner set forth in Subsection C above. This weekly report shall include all information specified in Subsection B above, as well as the status of the disposition of the complaint.

- F. The CONTRACTOR shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Residential Collection Service, and caused by the CONTRACTOR or the CONTRACTOR'S representative. Within twenty-four (24) hours of occurrence, the CONTRACTOR shall provide the Contract Administrator with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR. The CONTRACTOR shall promptly repair any such legitimate damage claim at its sole expense and within an agreed upon time frame, not to exceed one (1) week, as approved by the Contract Administrator. Upon the request of the CONTRACTOR, the Contract Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the CONTRACTOR.
- G. By the end of the first Work Day of each month, the CONTRACTOR shall e-mail to the Contract Administrator a report on any unresolved complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR'S employees, agents or subcontractors. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint.
- H. CONTRACTOR agrees that it is in the best interest of the TOWN that all Residential and Commercial Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above regardless of the reason that the Collection was missed. However, in the event the CONTRACTOR does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, CONTRACTOR shall immediately notify the Contract Administrator in writing. ~~The Contract Administrator will investigate all disputed complaints and render a final and binding decision.~~

SECTION 18. RECORDKEEPING AND REPORTING

- A. The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." CONTRACTOR acknowledges the public shall have access at all reasonable times to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.
- B. To the extent that CONTRACTOR has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of this Contract, CONTRACTOR shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.
- C. CONTRACTOR agrees to keep and maintain public records required by the TOWN to perform the service in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Contract and, upon the request from the TOWN's custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt 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 the CONTRACTOR does not transfer the records to the TOWN.
- D. Upon completion of the Contract, CONTRACTOR agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN.

- E. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by TOWN.
- F. The CONTRACTOR shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Recyclable Materials recycled. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- G. The CONTRACTOR shall file and keep current with the TOWN all documents and reports required by this Contract. All documents and reports submitted to the TOWN by the CONTRACTOR shall be fully transparent. CONTRACTOR shall provide additional information as requested by the Contract Administrator to comply with such requirement for transparency.
- H. By the date specified in the TOWN-approved Transition Plan, CONTRACTOR shall electronically transmit to the Contract Administrator the completed and current Residential Customer list that has been revised to incorporate the Roll Cart asset management database meeting the requirements of Section 6.E. At a minimum, the database shall include all information initially provided by the TOWN, (parcel folio number, address, and number of Residential Service Units on the parcel) and all information specified in Section 6.E (routes on which customer is serviced; size and serial number of Solid Waste (if applicable) and Recycling Roll Carts; size and serial number of all extra Solid Waste and Recycling Roll Carts; work order number, date, status, and any extra service fees billed by the CONTRACTOR for any deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets).
- I. ~~At the end of each Work Day or in no event later than noon the next Work Day, the CONTRACTOR shall electronically submit the following to the Contract Administrator, in a format approved by the Contract Administrator:~~
 - ~~(1) Call Log for all calls received since the previous report, including how such calls were resolved.~~
 - ~~(2) Record of Residential Customers that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.~~
 - ~~(3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.~~
 - ~~(4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR that occurred within the last twenty-four (24) hours.~~
 - ~~(5) Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.~~
- J. ~~By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of Collection complaints that were not resolved as required by Section 19.E.~~
- K. ~~Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall contain the following information:~~
 - ~~(1) Tonnage of Residential Solid Waste, Residential Bulk Trash and Residential Yard Trash disposed during the previous month. At the Contract Administrator's request, CONTRACTOR shall provide documentation, in the form of scale house tickets, of the tonnage of Residential Solid Waste and Residential Bulk Waste that is disposed each month.~~
 - ~~(2) Tonnage of Residential Bulk Trash, Residential Yard Trash, and Residential Recyclable Materials recycled during the previous month.~~

- ~~(3) List of all Residential Customers charged for special waste collection, including Bulk Waste in excess of twenty (20) cubic yards per set-out, during the previous month. The list shall include the customer's name and address, date service was provided, service that was provided, and fee that was charged.~~
 - ~~(4) Updated Roll Cart asset management database, as well as the number of new, replacement, or additional Solid Waste Roll Carts and Recycling Roll Carts distributed during the previous month, the date each was requested, and the date each Roll Cart was delivered.~~
 - ~~(5) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.~~
- L. Prior to September 15th of each year during the term of this Contract, the CONTRACTOR shall ensure and certify to the TOWN that all required documents are current and on file with the TOWN. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.
- M. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to provide statistical and other pertinent information pertaining to Residential Collection Service as may be requested by the TOWN to monitor compliance with this Contract or to comply with the provisions of Section 403, F.S., as amended, other pertinent laws and regulations, or any interlocal agreements the TOWN has or may enter into during the term of this Contract.
- N. The CONTRACTOR shall mark any information it considers confidential, proprietary, or privileged as such and the TOWN will treat such information accordingly as provided for in Chapter 119, Florida Statutes. If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this Contract, CONTRACTOR shall contact the TOWN's custodian of public records, Town Clerk, at (321) 727-7764.

SECTION 19. LIQUIDATED DAMAGES

- A. ~~It is the intent of the TOWN to ensure that the CONTRACTOR provides a quality level of Residential Collection Service. The TOWN and CONTRACTOR acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the TOWN due to service failures or circumstances described in this Section for which the CONTRACTOR would otherwise be liable. Accordingly, the TOWN has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the TOWN may assess against the CONTRACTOR for failing to comply with requirements of this Contract, time being of the essence. It is hereby agreed that the TOWN may deduct from any monies due, or which may become due to the CONTRACTOR, such assessed liquidated damages in the following amounts:~~
- ~~(1) Failure to submit a Transition Plan within thirty (30) days of Contract execution or to revise the Transition Plan within five (5) Work Days of notification by the Contract Administrator without prior approval of the Contract Administrator for such delay in submittal (§4.A)~~ \$100.00 per day past the due date
 - ~~(2) Failure to meet the schedule outlined in the TOWN-approved Transition Plan without prior approval of the Contract Administrator for such delay (§4.A)~~ \$100.00 per incident per day past the due date
 - ~~(3) Failure or neglect to resolve each valid complaint, including missed Collection, in the timeframe specified (§19)~~ \$100.00 per each unresolved

Town of Malabar, Florida
 Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Agreement

(4)	Failure to repair damage to public or private property determined caused by the CONTRACTOR or its personnel within the timeframe approved by the Contract Administrator (§19.F)	\$100.00 per incident after the timeframe approved in writing by Contract Administrator
(5)	Mixing of materials in violation of §5.E	\$100.00 per occurrence
(6)	Failure to comply with hours and days of operation (§5.G and §9.D)	\$250.00 per occurrence per vehicle
(7)	Changing Collection routes without proper notification (§5.L)	\$1,000.00 per incident per day
(8)	Failure to distribute Solid Waste Roll Carts by date specified in Transition Plan unless otherwise approved by the Contract Administrator (§6B(1))	\$100.00 per Roll Cart per day past due date
(9)	Failure to repair, replace, exchange, or deliver a Roll Cart within the required timeframe (§6)	\$100.00 per Roll Cart
(10)	Failure to provide a completed Roll Cart asset management database and to keep such database up to date as specified (§6.E)	\$100.00
(11)	Failure to leave a Non-Collection Notice explaining why all material was not collection (§7)	\$100.00 per occurrence
(12)	Failure to collect and process Bulk Waste in a manner that enables, at a minimum, recycling of Yard Trash and White Goods (§5.B and §8)	\$100.00 per Residential Service Unit
(13)	Failure to deliver all Residential Solid Waste to the Designated Disposal Facility (§10.A)	\$100.00 per incident
(14)	Failure to deliver all Residential Recyclable Materials to the Designated MRF (§10.B)	\$100.00 per incident
(15)	Failure to prepare and distribute TOWN-approved public education materials in the timeframe specified (§11.C)	\$100.00 per incident
(16)	Failure to have a vehicle operator properly licensed (§15.E)	\$100.00 per vehicle per day
(17)	Failure to clean up spillage, leakage, or excessive blowing debris with the timeframe specified after notification by Town (§16.B)	\$100.00 per incident per day
(18)	Failure to assign scheduled vehicles and equipment on a route day (§17)	\$100.00 per vehicle per day
(19)	Failure to submit to the TOWN all plans, reports, records, or other documents in the time required under the provisions of this Contract, including §20, unless otherwise approved by the Contract Administrator	\$250.00 per month

- (20) ~~Failure or neglect to complete more than 95 percent of a route (number of missed pickups must be less than 5 percent of total customers on that daily route to be considered more than 95 percent complete) on the regularly scheduled Collection day without justifiable cause (cause that is beyond the control of the CONTRACTOR) or prior approval by the Contract Administrator~~ \$250.00 per incident
- B. ~~The Contract Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Contract. The Contractor Administrator shall notify the CONTRACTOR in writing of the liquidated damages assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment, within ten (10) Work Days of receipt of written notice, CONTRACTOR shall request in writing a meeting with the Contract Administrator to resolve the issue. The TOWN shall notify the CONTRACTOR in writing of any action taken with respect to CONTRACTOR'S claims within five (10) Work Days of such meeting. The Town Manager's decision 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 supported by competent evidence. Any liquidated damages assessed by the Town Manager shall be deducted from the TOWN's next monthly payment to the CONTRACTOR.~~

SECTION 20. EMERGENCY SERVICE PROVISIONS

- A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. Such variance from regular routes and schedule to ensure the safety of the CONTRACTOR's employees and members of the community shall not be unreasonably denied by the TOWN. However, CONTRACTOR shall make its best effort to resume regular Collection service as soon as possible. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the media outlets and other communication solutions (I-PAWS, Text, Web Site, Customer Account Database Contact) to inform the public when regular Collection services may be resumed.
- B. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, dispose of additional solid waste and bulk waste or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover documented costs provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the Contract Administrator. The CONTRACTOR shall substantiate such additional costs for labor, equipment, transportation, and/or disposal in writing. The TOWN shall have the right to audit such costs. The CONTRACTOR shall provide the TOWN with a separate disaster cleanup agreement with specified rates at the commencement of each Contract Year.
- C. The TOWN reserves the right to contract additional hauling contractors for debris removal operations after it is determined by the Contract Administrator that additional services are needed and after notice to the CONTRACTOR for events hurricane, tornado, major storm, natural disaster, or other such event.

SECTION 21. PERFORMANCE BOND

Prior to commencing services, the CONTRACTOR shall furnish to the TOWN, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of three hundred thousand dollars (\$300,000.00). It shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the TOWN.

SECTION 22. INSURANCE

***Please see our attached notes regarding the insurance section

- A. The CONTRACTOR shall provide, pay for, and always maintain in force during the term of this Contract, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The CONTRACTOR shall also name the TOWN as an additional insured to CONTRACTOR'S comprehensive general liability insurance policy, and shall provide the TOWN with annual Accords documenting both insurance coverages and that the TOWN has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:
- (1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the CONTRACTOR'S employees.
 - (2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The TOWN is to be included and named as an "additional insured" with respect to any claims arising out of this Contract.
 - (3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF MALABAR IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.
- C. The CONTRACTOR shall not commence operations, and/or labor to complete any of the work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.
- D. Insurance policies and coverages shall not be affected by any other policy of insurance which the TOWN may carry in its own name.
- E. CONTRACTOR'S insurance policies shall be endorsed to provide the TOWN with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town Manager
Town of Malabar
2725 Malabar Road
Malabar, Florida 32950
- F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.
- G. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.

- H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which TOWN is named as an additional insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days after TOWN's actual notice of such event.
- I. If any of CONTRACTOR's initial insurance expires prior to the completion of the term of this Contract, renewal copies of policies shall be furnished to TOWN at least thirty (30) days prior to the date of their expiration, and TOWN shall be an additional named insured by endorsement on all of CONTRACTOR's renewal policies.
- J. The official title of the owner is Town of Malabar. This official title shall be used in all insurance policies and documentation.
- K. Notwithstanding any other provisions of this Contract, CONTRACTOR's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

SECTION 23. INDEMNIFICATION OF TOWN

- A. CONTRACTOR shall indemnify, defend, and hold harmless TOWN, TOWN'S contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Contract, violation of applicable law, and the negligent acts or omissions of the CONTRACTOR in the performance of this Contract. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property.
- B. CONTRACTOR further agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against TOWN, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm or corporation.
- C. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity as set forth above in Subsections A and B, or the TOWN, at the TOWN'S option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due under this Contract to the TOWN or fails to perform any obligation required by this Contract, CONTRACTOR shall pay any reasonable attorneys' fees and costs incurred by the TOWN in securing any such payment from CONTRACTOR, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the TOWN that such amount is due, be made by CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the TOWN that such payment is past due at least twenty (20) days.

- D. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Contract consists of the promises, payments, covenants, rights and responsibilities contained in this Contract.
- E. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 24.
- F. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the TOWN in accordance with this Contract.

SECTION 24. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the TOWN shall be between the CONTRACTOR and the Town M Manager or designee.

SECTION 25. NOTICE

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the TOWN:

Town Manager Town of Malabar 2725 Malabar Road Malabar, Florida 32950	and	Town Clerk/Treasure Town Manager Town of Malabar 2725 Malabar Road Malabar, Florida 32950
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As to the CONTRACTOR:

TBD	and	TBD
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Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

SECTION 26. TERMINATION OF CONTRACT

- A. Termination for Cause. The TOWN may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days’ advance written notice, to be served as provided in Section 25, upon the happening of any one of the following events:
 - (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a

- petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or
 - (3) By, or pursuant to or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) The CONTRACTOR has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the TOWN and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (6) In the event that the monies due the TOWN under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the Town Attorney; or
 - (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the TOWN pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the TOWN to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the TOWN to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection for a period of three (3) consecutive Work Days, the TOWN may secure the CONTRACTOR'S billing records on the fourth (4th) Work Day in order to provide interim Contract Collection until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Work Days all liability of the TOWN under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the TOWN, except to the extent the failure to provide Collection services is the result of the occurrence of an event of force majeure.
- B. Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the TOWN, and regardless of whether the CONTRACTOR has corrected each individual condition of default,

the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively and shall constitute a condition of irredeemable default. The TOWN shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the TOWN may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall cease any further performance under this Contract.

- C. Effective Date of Termination. In the event of the aforesaid events specified in subsections A and B above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim Residential Solid Waste, Recyclables, and Bulk Waste Collection.

SECTION 27. MODIFICATIONS TO THE CONTRACT

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Contract. Should such changes materially alter the obligations of the CONTRACTOR, then the Collection charges established in the Exhibits to this Contract shall be adjusted accordingly. When such modifications are made to this Contract, the TOWN and the CONTRACTOR shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required. In addition, TOWN and the CONTRACTOR may approve other changes upon mutual agreement to address any other amendments to this contract. If an agreement cannot be reached, this Contract shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

SECTION 28. PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect, and shall, prior to execution of the Contract, provide copies of those permits and licenses to the TOWN, and within fifteen (15) days of receipt, all renewals thereof.

SECTION 29. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the CONTRACTOR as an agent, representative or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract.

SECTION 30. FORCE MAJEURE

If either party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force

Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Contract for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 31. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the TOWN'S officers and employees either by operation of law or by the TOWN.

SECTION 32. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

CONTRACTOR shall comply with all federal, state and TOWN laws applicable to the CONTRACTOR services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code, The CONTRACTOR is expected to fully comply with all provisions of all laws and the TOWN reserves the right to verify the CONTRACTOR'S compliance with them. Failure to comply with any laws will be grounds for termination of the Contract for cause.

SECTION 33. DISPUTE RESOLUTION

The parties shall endeavor to settle all issues regarding this Agreement by amicable negotiations. Issues that are not amicably settled shall be submitted to non-binding mediation in front of a mutually agreed upon mediator.

- A. Mediation may be commenced by the TOWN or COLLECTOR by the service of a written request for mediation ("Request for Mediation") upon the other party. Such Request for Mediation shall summarize the controversy or claim to be mediated.
- B. The mediation shall be heard in Brevard County before a single mediator.
- C. All attorneys' fees and costs of the mediation shall be borne by the respective party incurring such costs and fees.
- D. If mediation is unsuccessful then the parties are free to file a lawsuit in Brevard County to enforce the provisions herein.
- E. The prevailing party in any litigation to enforce this Agreement, including at all appellate levels shall be entitled to an award of attorney fees.

SECTION 34. SERVICE DURING DISAGREEMENT

During any dispute which arises between the TOWN and the COLLECTOR, in any way relating to this contract, performance, or compensation hereunder, the COLLECTOR shall continue to render full compliance with all terms and conditions of this contract but shall not waive or relinquish any rights by doing so.

The failure of the TOWN at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the TOWN thereafter to enforce same, nor shall waiver by the TOWN of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 35. GOVERNING LAW

The parties agree that this Contract shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 36. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Contract shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Eighteenth Judicial Circuit in and for Brevard County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Contract shall be in Brevard County, Florida.

SECTION 37. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Contract, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

SECTION 38. COMPLIANCE WITH LAWS

The CONTRACTOR shall conduct its operations under this Contract in compliance with all applicable Federal, State, and local laws and regulations.

SECTION 39. SEVERABILITY

If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

SECTION 40. ASSIGNMENT AND SUBCONTRACTING

- A. Assignment. ~~No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the Town Council.~~ The TOWN shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the Town Council shall be null and void and shall be grounds for the TOWN to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

- B. Subcontracting. CONTRACTOR shall not employ subcontractors without the advance written permission of the TOWN. CONTRACTOR shall be fully responsible for the services and work provided by a subcontractor under the terms of this Contract. CONTRACTOR agrees that any employee or agent of the CONTRACTOR and any agent/employee of a subcontractor to the CONTRACTOR shall be removed from the TOWN jobsite or TOWN premises upon request by the Town Manager designee. Such request will only be issued to remove a person if the Town Manager or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on TOWN property or at a TOWN jobsite is not in the best interest of the TOWN, or its employees, guests, visitors or citizens.
- C. CONTRACTOR shall not be permitted to alter its contracted name, create a dba, or transfer more than fifty percent (50%) interest in its company without the specific written approval of the TOWN.

SECTION 41. MODIFICATIONS

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 42. LEGAL REPRESENTATION

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 43. FUND APPROPRIATION

~~The CONTRACTOR understands and agrees that the TOWN, during any fiscal year, is not authorized to expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Contract shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. CONTRACTOR shall not proceed with services under this Contract without TOWN'S written verification that the funds necessary for CONTRACTOR'S compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The TOWN does not represent that said budget item will be adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.~~

SECTION 44. PUBLIC ENTITY CRIME

CONTRACTOR understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Contract for Residential Collection Service.

SECTION 45. FINANCIAL INTEREST

CONTRACTOR warrants and represents that no elected official, officer, agent, or employee of the TOWN has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no person who acts in the TOWN as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the TOWN, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner,

officer, director, or proprietor of the CONTRACTOR and, further, that no such person, purchasing agent, TOWN elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

SECTION 46. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 47. HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Contract.

SECTION 48. EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. Each such exhibit is a part of this Contract and each is incorporated by this reference.

SECTION 49. ~~MOST FAVORED NATIONS PROVISION AND COOPERATIVE PURCHASING~~

~~Upon Contractor's execution of a new contract with a neighboring municipality for the provisions of the same terms and conditions provided in this Agreement and the Agreement provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's Agreement.~~

~~Other Towns and Cities of similar size and scope of services may contract for the services provided to the Town of Malabar under the terms of this Agreement, if the other Town or City determines that the Agreement's use is cost-effective and in the best interest of that Municipality. Upon such request, the Contractor may, at its discretion, provide such services, upon the terms and conditions contained herein.~~

SECTION 50. AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

The parties recognize and agree the tremendous economies of scale and cost savings that could be achieved by having one vendor provide both collection and disposal services. As a direct result of the fact that the TOWN's current waste disposal and recyclables processing services agreement is about to expire, the TOWN has elected to enter into a backup agreement with CONTRACTOR to provide such services. In the event that the TOWN elects to terminate its agreement with its current waste disposal and recyclables processing services provider for cause, or in the event the TOWN or its current waste disposal and recyclables processing services provider elects not to extend its term, CONTRACTOR has agreed to provide such services in accordance with Exhibit "6", which will be executed herewith and which will commence upon thirty (30) days written notice from the TOWN. The TOWN specifically finds CONTRACTOR to be a sole source provider, and it waives any and all procurement code requirements to the contrary.

SECTION 51. MODIFICATION OF TERMS

At any time after the first year of the term of this Agreement, upon the application of the Contractor, or on the initiative of the Town, the Town and the Contractor may negotiate changes in the type, level and method of delivery of services provided by the Contractor under this Agreement, whether in connection with rate adjustments or otherwise. Such negotiations and modifications may include, but shall not be limited to, innovative proposals to improve the quality of

service, decrease the rates for service or both; take advantage of new equipment and procedures available in the industry; make reasonable modifications in the terms and provisions of the Agreement to assist in cost containment to the customers; or otherwise modify the terms and provisions of this Agreement in such manner as Contractor and Town may agree, City does not hereby commit itself to agree to any requested or proposed modification in terms and specifications, but reserves the right to make such modifications and amendments to this Agreement as the City may determine from time to time to be in the best interest of the Town, its residents and customers of the Contractor. Contractor specifically acknowledges the reserved right of the City to negotiate modifications to this Agreement once executed. All modifications of this Agreement shall be in writing. No modifications shall be binding upon the Town until such modification shall have been authorized by resolution of the Town Council. Moreover, no modification of this Agreement shall be binding and valid as to surety without the consent of the surety.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

TOWN OF MALABAR, FLORIDA
A municipal corporation

ATTEST:

By:

Town Manager/Town Clerk

Patrick T. Reilly, Mayor

Date: _____

Date: _____

Approved as to form and correctness:

Karl W. Bohne, Jr
TOWN ATTORNEY

Date: _____

WITNESSES:

TBD, INC.

By:

Print Name: _____

Print Name & Title: _____

Date: _____

Print Name: _____