

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/08/2017

Contract/Lease Control #: C17-2530-PW

Bid #: RFP PW 81-16

Contract/Lease Type: AGREEMENT

Award To/Lessee: WASTE MANAGEMENT, INC. OF FLORIDA

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2017

Expiration Date: 03/31/2022 W/3 FIVE YR RENEWALS

Description of Contract/Lease: SOLID WASTE & RECYCLABLES COLLECTION, TRANSFER, & PROCESSING/DISPOSAL AGREEMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT: C17-2530-PW  
WASTE MANAGEMENT, INC OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION,  
TRANSFER & PROCESSING AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND WASTE MANAGEMENT INC., OF FLORIDA PURSUANT TO CONTRACT NO. C17-2530-PW (ECUA FACILITY FIRE)**

This Second Amendment is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 5<sup>th</sup> day of October, 2021.

WHEREAS, the parties entered into a Residential Solid Waste and Recyclables Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "original Agreement"), incorporated herein by reference; and

WHEREAS, pursuant to Article 5, section 5.1 of the original Agreement the Emerald Coast Utility Authority (ECUA) Material Recovery Facility is the Designated Recycling Facility; and

WHEREAS, on July 15, 2021 ECUA notified the County of a shutdown beginning July 15, 2021, due to a facility fire; and

WHEREAS, the ECUA facility was expected to reopen on August 20, 2021, but still remains closed. The County and Contractor wish to extend the amendment, entered into on August 17, 2021, until the facility is able to reopen to full capacity.

1. All terms and conditions of the original Agreement between the parties, dated March 1, 2017 and any amendments thereto, shall remain in full force and effect.
2. The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

OKALOOSA COUNTY:

  
Carolyn N. Kitchel, Chairman

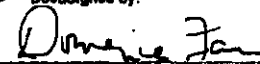


ATTEST:

  
J.D. Peacock, II, Clerk of Court



WASTE MANAGEMENT, INC.  
OF FLORIDA:

DocuSigned by:  
  
Domenica Farmer  
Vice President

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 017-2530PW Tracking Number: 440621  
Procurement/Contractor/Lessee Name: Waste Management Grant Funded: YES \_\_\_ NO X  
Purpose: 2nd Amendment  
Date/Term: 3-31-2022  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Department: PW Dept. Monitor Name: Aubrey

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Okato Mason Date: 9-21-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no federal grant Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**  
Approved as written: no risk alert Date: \_\_\_\_\_  
Risk Manager or designee Lisa Price

**County Attorney Review**  
Approved as written: see email attached Date: 9-21-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Tuesday, September 21, 2021 1:08 PM  
**To:** DeRita Mason; Kerry Parsons  
**Subject:** Re: WM Contract Amendment  
**Attachments:** C17-2530-PW 2nd Amendment 9.21.21.docx

Here are my changes. With these changes, this is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Tuesday, September 21, 2021 12:03:22 PM  
**To:** Lynn Hoshihara; Kerry Parsons  
**Subject:** RE: WM Contract Amendment

Lynn,  
Please review the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

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CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT INC. OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION,  
TRANSFER & PROCESSING AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

**AMENDMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND  
WASTE MANAGEMENT INC., OF FLORIDA  
PURSUANT TO CONTRACT NO. C17-2530-PW (ECUA MECHANICAL FAILURE)**

This Amendment is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 17<sup>th</sup> day of August, 2021.

WHEREAS, the parties entered into a Residential Solid Waste and Recyclables Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "original Agreement"), incorporated herein by reference; and

WHEREAS, pursuant to Article 5, section 5.1 of the original Agreement the Emerald Coast Utility Authority (ECUA) Material Recovery Facility is the Designated Recycling Facility; and

WHEREAS, on July 15, 2021 ECUA notified Okaloosa County Waste Resources of a shutdown beginning July 15, 2021 due to a facility fire; and

WHEREAS, the ECUA Facility is anticipated to remain closed until August 20, 2021; and

WHEREAS, the parties desire to enter into this interim Amendment to comply with the terms of the original Agreement.

NOW, THEREFORE, the County and Contractor hereby agree as follows:

1. The County has engaged the Contractor to temporarily redirect processing of recyclable material from the Emerald Coast Utility Authority (ECUA) processing facility due to a facility fire. The alternate recycling processor is RePower South, LLC (RePower) in Montgomery, AL who is currently contracted separately with the Contractor to process recyclables at \$45/ton. The Contractor has provided the County a rate of \$41.82/ton to haul material from the transfer station to RePower. The projected duration of the temporary redirection of recyclables is through August 20, 2021. The estimated amount of recyclables delivered to RePower is 250 Tons per/week.
2. Except as set forth herein, all terms and conditions of the original Agreement between the parties, dated March 1, 2017 and any amendments thereto, shall remain in full force and effect.
3. The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

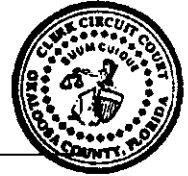
OKALOOSA COUNTY:

Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman



ATTEST:

J.D. Peacock, II  
J.D. Peacock, II, Clerk



WASTE MANAGEMENT, INC.  
OF FLORIDA:

Domenica Farmer  
Domenica Farmer  
Vice President

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2530rw Tracking Number: 4378-21  
Procurement/Contractor/Lessee Name: Waste Management Grant Funded: YES \_\_\_ NO   
Purpose: Agreement  
Date/Term: 3/31-2022 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: PW Dept. Monitor Name: Auby

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Waste Mgmt Date: 7-23-21  
Purchasing Manager or designee: \_\_\_\_\_ Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: \_\_\_\_\_ Grant Name: \_\_\_\_\_  
NO Federal Aid Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_

**Risk Management Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_  
NO Risk  
Risk Manager or designee: \_\_\_\_\_ Lisa Price

**County Attorney Review**

Approved as written: \_\_\_\_\_ Date: 7-27-21  
see email attached  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Kerry Parsons  
**Sent:** Saturday, July 24, 2021 1:56 PM  
**To:** Jim Reece  
**Cc:** Kelly Bird; DeRita Mason; Scott R Henson  
**Subject:** Re: Fire at ECUA MRF

It should state "Amendment" not "Agreement" and their revisions are acceptable. Please revise, as revised it is approved for legal purposes.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

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**From:** Jim Reece  
**Sent:** Friday, July 23, 2021 12:34:08 PM  
**To:** Kerry Parsons  
**Cc:** Kelly Bird; DeRita Mason; Scott R Henson  
**Subject:** FW: Fire at ECUA MRF

In the essence of time I sent the draft over to WM and have attached their response.  
Jim

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**From:** Bell, Ronnie <[rbell9@wm.com](mailto:rbell9@wm.com)>  
**Sent:** Friday, July 23, 2021 12:17 PM  
**To:** Jim Reece <[jreece@myokaloosa.com](mailto:jreece@myokaloosa.com)>  
**Cc:** Alderfer, Jacob <[jalderf1@wm.com](mailto:jalderf1@wm.com)>; Scott R Henson <[srhenson@myokaloosa.com](mailto:srhenson@myokaloosa.com)>; Talbot, Leah <[ltalbot@wm.com](mailto:ltalbot@wm.com)>  
**Subject:** RE: Fire at ECUA MRF

Jim,

Attached are the comments from the WM Team and our legal counsel. Please provide our comments to your County Attorney before this agreement is presented to the Commission and see if she is in agreement with these changes.

Thanks and have a great weekend.

**Ronnie E. Bell**  
Public Sector Solutions Manager  
Gulf Coast Area  
[Rbell9@wm.com](mailto:Rbell9@wm.com)

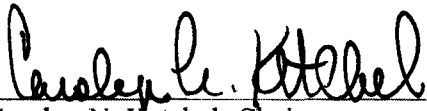
**T:** 850-880-5056  
**C:** 850-324-8137  
78 S. Nick Wilson Way





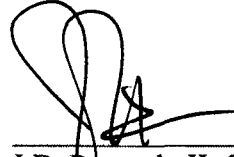
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

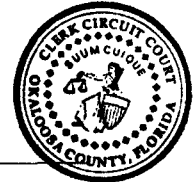
**OKALOOSA COUNTY:**

  
\_\_\_\_\_  
Carolyn N. Ketchel, Chairman

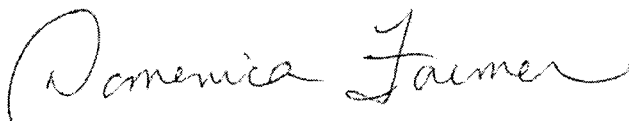


**ATTEST:**

  
\_\_\_\_\_  
J.D. Peacock, II, Clerk



**WASTE MANAGEMENT, INC.  
OF FLORIDA:**

  
\_\_\_\_\_  
Domenica Farmer  
Vice President



CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT, INC. OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION,  
TRANSFER, & PROCESSING/DISPOSAL AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND**  
**WASTE MANAGEMENT INC., OF FLORIDA**  
**CONTRACT NO. C17-2530-PW**

This Agreement is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 6<sup>th</sup> day of July, 2021.

WHEREAS, the parties entered into a Residential Solid Waste and Recyclables Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "original Agreement"), incorporated herein by reference; and

WHEREAS, on March 19, 2021 Emerald Coast Utility Authority (ECUA) notified Okaloosa County Waste Resources of a shutdown beginning March 22, 2021 due to a mechanical failure; and

WHEREAS, on March 31, 2021 the ECUA recycling facility reopened for the acceptance of recyclables; and

WHEREAS, the parties desire to enter into this Agreement after-the-fact to comply with the terms of the original Agreement.

NOW, THEREFORE, the County and Contractor hereby agree as follows:

1. The County engaged the Contractor to temporarily redirect processing of recyclable material from the Emerald Coast Utility Authority (ECUA) processing facility due to a mechanical failure in the processing line. The alternate recycling processor is RePower South, LLC (RePower) in Montgomery, AL who is currently contracted separately with the Contractor to process recyclables at \$45/ton. The Contractor has provided the County a rate of \$41.82/ton to haul material from the transfer station to RePower. The projected duration of the temporary redirection of recyclables is through March 30, 2021. The estimated amount of recyclables delivered to RePower is 250 tons/week.
2. All terms and conditions of the original Agreement between the parties, dated March 1, 2017 and any amendments thereto, shall remain in full force and effect.
3. The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

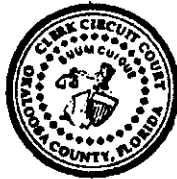


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

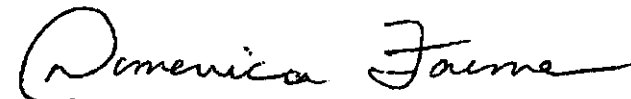
OKALOOSA COUNTY:

  
Caroline N. Ketchel, Chairman  
Carolyn

ML Carson  
BCC Records



WASTE MANAGEMENT, INC.  
OF FLORIDA:

  
Domenica Farmer  
Vice President



# INVOICE

Customer ID: **4-99718-23003**  
 Customer Name: **OKALOOSA COUNTY - TS**  
 Service Period: **MARCH IREP**  
 Invoice Date: **4/1/2021**  
 Invoice Number: **2961776-1802-6-B**

How To Contact Us	Your Payment Is Due	Your Total Due
<p><b>Visit <a href="http://wm.com">wm.com</a></b></p> <p>To set up your online profile, sign up for paperless billing, manage your account, view holidays schedules, pay your bill or schedule a pickup.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> </div> <p>Customer Service: <b>866-900-9948</b></p>	<p>If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late charge allowed under applicable law, regulation or contract.</p>	<p style="font-size: 2em; font-weight: bold;">\$15,201.31</p> <p>See reverse for important messages</p>

Previous <b>0.00</b>	+	Payments <b>0.00</b>	+	Adjustments <b>0.00</b>	+	Current <b>15,201.31</b>	=	Total Due <b>15,201.31</b>
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Description	Date	Quantity	Price	Amount
March Tipping Fees - Single Stream Recycle	4/1/2021	175.09	45.00	7,879.05
March Hauling Charges - Pritchett Trucking to Repower	4/1/2021	175.09	41.82	7,322.26
<b>Total Current Charges</b>				<b>15,201.31</b>

----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT  
 PO BOX 43530  
 PHOENIX, AZ 85127

Invoice Date	Invoice Number	Customer ID
04/01/21	2961776-1802-6-B	4-99718-23003
Payment Terms	Total Due	Amount Paid
Total Due by	15,201.31	

OKALOOSA COUNTY  
 ATTN: MR. JASON AUTREY  
 1759 SOUTH FERDON BLVD  
 CRESTVIEW, FL 32536-8449

WASTE MANAGEMENT  
 PO BOX 4648  
 CAROL STREAM, IL 60197-4648

THINK GREEN.

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2530-PW Tracking Number: 432421  
Procurement/Contractor/Lessee Name: Waste Management Grant Funded: YES \_\_\_ NO X  
Purpose: amendment / agent  
Date/Term: 3-31-22  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Department: PW Dept. Monitor Name: Autz

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Delta Mason Date: 5-15-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO Federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 5-17-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 5-18-21  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lisa Price  
**Sent:** Monday, May 17, 2021 8:06 AM  
**To:** DeRita Mason  
**Subject:** RE: WMagreementTemporaryRecyclingShutdownSRH.docx

This is approved by Risk Management for insurance purposes.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Friday, May 14, 2021 7:46 AM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: WMagreementTemporaryRecyclingShutdownSRH.docx

Good morning,  
Please review the attached.

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, May 17, 2021 5:22 PM  
**To:** Scott R Henson  
**Cc:** Lisa Price; DeRita Mason; 'Parsons, Kerry'  
**Subject:** Re: WMagreementTemporaryRecyclingShutdownSRH.docx  
**Attachments:** WMagreementTemporaryRecyclingShutdownSRH 5.14.21.docx

Scott,

Attached are my suggested changes to this agreement. With these changes, this is approved as to legal sufficiency.

Thanks,  
Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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---

**From:** Scott R Henson  
**Sent:** Monday, May 17, 2021 8:10:26 AM  
**To:** Lynn Hoshihara  
**Cc:** Lisa Price; DeRita Mason; 'Parsons, Kerry'  
**Subject:** RE: WMagreementTemporaryRecyclingShutdownSRH.docx

Payment has not been made and we have been invoiced by Waste Management.

**Scott R. Henson**  
**Okaloosa County Public Works**  
84 Ready Avenue  
Fort Walton Beach, FL 32548  
850-609-6165  
[srhenson@myokaloosa.com](mailto:srhenson@myokaloosa.com)  
*Director, Mosquito Control*  
*NPDES/MS4 Permit Manager*  
*Waste Resources Division Manager*



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# CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)  
12/23/2020

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D : ACE Property & Casualty Insurance Co		20699
INSURER E :		
INSURER F :		

COVERAGES FLFTWABE      CERTIFICATE NUMBER: 12048495      REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	N	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	N	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	N	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER FOR WORKERS COMPENSATION WHERE AND TO THE EXTENT REQUIRED B

### CERTIFICATE HOLDER

12048495

OKALOOSA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
1759 S FERDON BLVD  
CRESTVIEW FL 32536

CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT, INC. OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION,  
TRANSFER & PROCESSING/DISPOSAL AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*



## DeRita Mason

---

**From:** Jason Autrey  
**Sent:** Wednesday, October 21, 2020 10:50 AM  
**To:** DeRita Mason; 'Mary L. Carson'; Patty Cook  
**Subject:** FW: Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower

As requested.

Jason T. Autrey, P.E., C.P.M.  
Director of Public Works  
Okaloosa County, FL  
1759 S Ferdon Blvd  
Crestview, FL 32536  
850-689-5772

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, October 16, 2020 4:25 PM  
**To:** Jason Autrey <jautrey@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower

I do not.

**Kerry A. Parsons, Esq.**  
**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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---

**From:** Jason Autrey <jautrey@myokaloosa.com>  
**Sent:** Friday, October 16, 2020 3:22 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** FW: Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower

When WM looked at it they had some requested changes...you have issues with these?

Jason

Jason T. Autrey, P.E., C.P.M.  
Director of Public Works  
Okaloosa County, FL  
1759 S Ferdon Blvd  
Crestview, FL 32536  
850-689-5772

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** Patty Cook  
**Sent:** Friday, October 16, 2020 2:06 PM  
**To:** Jason Autrey <jautrey@myokaloosa.com>  
**Subject:** FW: Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower

Do we need to pull this until the next meeting?

*Patty*

---

**From:** Bell, Ronnie <rbell9@wm.com>  
**Sent:** Friday, October 16, 2020 2:05 PM  
**To:** Jim Reece <jreece@myokaloosa.com>  
**Cc:** Scott R Henson <srhenson@myokaloosa.com>; Patty Cook <pcook@myokaloosa.com>; Zan Fedorak <zfedorak@myokaloosa.com>; Alderfer, Jacob <jalderf1@wm.com>  
**Subject:** RE: Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower

Jim,

Attached is the proposed agreement with our attorney's (Janne Foster) comments/revisions. If you all are in agreement with the changes, I will have our attorney send me the revised agreement and have Domenica sign on Monday.

Thanks

Ronnie

---

**From:** Jim Reece <jreece@myokaloosa.com>  
**Sent:** Friday, October 16, 2020 9:53 AM  
**To:** Bell, Ronnie <rbell9@wm.com>  
**Cc:** Scott R Henson <srhenson@myokaloosa.com>; Patty Cook <pcook@myokaloosa.com>; Zan Fedorak <zfedorak@myokaloosa.com>; Alderfer, Jacob <jalderf1@wm.com>  
**Subject:** [EXTERNAL] Agreement with Waste Management - Hurricane Sally Debris/Recyclables to RePower  
**Importance:** High

Ronnie,

We are taking the attached to the Board on Tuesday and need the appropriate WM signature as soon as possible or someone at the Board meeting to sign. Electronic signature is acceptable.

Thanks,  
Jim

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**Recycling is a good thing. Please recycle any printed emails.**

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**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT, INC OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION,  
TRANSFER & PROCESSING AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEAWLS



**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND  
WASTE MANAGEMENT INC., OF FLORIDA  
CONTRACT NO. C17-2530-PW (HURRICANE SALLY STORM EVENT)**

This Agreement is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 20 day of October, 2020.

WHEREAS, the parties entered into a Residential Solid Waste and Recyclables Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "original Agreement"), incorporated herein by reference; and

WHEREAS, pursuant to section 3.10 of the original Agreement, in the event the County desires to engage the Contractor for storm cleanup activities it shall be accomplished by way of a written contract specific to that event; and

WHEREAS, on September 14, 2020, the County declared a local state of emergency due to Hurricane Sally; and

WHEREAS, on September 16, 2020, the County was hit by Hurricane Sally which resulted in damage within the unincorporated areas of the County; and

WHEREAS, the County engaged Contractor and Debris Removal and Monitoring contractors to provide storm cleanup services; and

WHEREAS, the parties desire to enter into this Agreement after-the-fact to comply with the terms of the original Agreement.

NOW, THEREFORE, the County and Contractor hereby agree as follows:

1. The County engaged the Contractor to help with storm related debris cleanup. Based on the rates of the original Agreement, the Contractor provided the services at a rate of \$250.00 per hour plus transfer station operations fee plus hauling and disposal at \$44.09/ton. This event was a one-time debris cleanup. All future cleanup events will result in a new contract specific to that event.
2. The County engaged the Contractor to temporarily redirect processing of recyclable material from the Escambia County Utility Authority (ECUA) processing facility due to infrastructure damage inflicted by Hurricane Sally. The alternate recycling processor is RePower South, LLC (RePower) in Montgomery, AL which currently has a contract with the Contractor to process recyclables at \$45/ton. The Contractor has provided the County a temporary rate of \$41.82/ton to haul recyclable material from the transfer station to RePower. For a limited period, not to extend beyond October 31, 2020, the Contractor will pay the \$45 per ton processing charge to RePower on behalf of the County, and the County will reimburse Contractor for the processing charge in addition to the haul rate of



\$41.82 per ton. The projected duration of the temporary redirection of recyclables is through mid-October. The estimated amount of recyclables delivered on behalf of the County to RePower is 250 tons/week.

3. All terms and conditions of the original Agreement between the parties, dated March 1, 2017 and any amendments thereto, shall remain in full force and effect.
4. The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

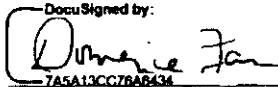
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**OKALOOSA COUNTY:**

  
 Robert A. "Trey" Goodwin, III, Chairman



**WASTE MANAGEMENT, INC.  
OF FLORIDA:**

DocuSigned by:  
  
 7A5A13CC7B6B434  
 Dominica Farmer  
 Vice President



CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT, INC. OF FLORIDA  
SOLIDS WASTE & RECYCLABLES COLLECTION,  
TRANSFER & PROCESSING AGREEMENT  
EXPIRES: 03/31/2022 W/ 3 FIVE YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND  
WASTE MANAGEMENT INC., OF FLORIDA  
CONTRACT NO. C17-2530-PW (APRIL 2020 STORM EVENT)**

This Agreement is entered into between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Waste Management Inc. of Florida (the "Contractor"), executed this 4<sup>th</sup> day of August, 2020.

WHEREAS, the parties entered into a Residential Solid Waste and Recyclables Agreement dated March 1, 2017, Contract No. C17-2530-PW (the "original Agreement"), incorporated herein by reference; and

WHEREAS, pursuant to section 3.10 of the original Agreement, in the event the County desires to engage the Contractor for storm cleanup activities it shall be accomplished by way of a written contract specific to that event; and

WHEREAS, on April 23, 2020 the County was hit by a tornado which resulted in damage within the unincorporated areas of the County; and

WHEREAS, the County engaged Contractor to provide storm cleanup services and the costs associated with such activities were approved by the Board of County Commissioners at its July 21, 2020 meeting; and

WHEREAS, the parties desire to enter into this Agreement after-the-fact to comply with the terms of the original Agreement.

NOW, THEREFORE, the County and Contractor hereby agree as follows:

1. The County engaged the Contractor to help with storm related debris cleanup. Based on the rates of the original Agreement, the Contractor provided the services at a rate of \$250.00 per hour. The debris clean-up took 68.86 hours to complete. The total amount charged to the County is \$17,215.00. This event was a one-time debris cleanup. All future cleanup events will result in a new contract specific to that event.
2. All terms and conditions of the original Agreement between the parties, dated March 1, 2017 and any amendments thereto, shall remain in full force and effect.
3. The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**OKALOOSA COUNTY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator

**WASTE MANAGEMENT, INC.  
OF FLORIDA:**

  
\_\_\_\_\_  
Domenica Farmer  
Area Vice-President



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)  
12/6/2019

C17-2530 PW  
C18-2660 PW

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D: ACE Property & Casualty Insurance Co		20699
INSURER E:		
INSURER F:		

INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:  
WASTE MANAGEMENT, INC OF FLORIDA  
108 HILL AVENUE  
FORT WALTON BEACH FL 32548

COVERAGES FLFTWABE CERTIFICATE NUMBER: 3494269 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66043058 (AOS) WLR C66043010 (AZ,CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

3494269  
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
101 EAST JAMES LEE BOULEVARD, SUITE 118  
CRESTVIEW FL 32536

CONTRACT#: C17-2530-PW  
WASTE MANAGEMENT INC OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION  
TRANSFER AND PROCESSING AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

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

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

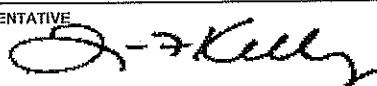
PRODUCER <b>LOCKTON COMPANIES</b> 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES FLFTWABE CERTIFICATE NUMBER: 12048495 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/BL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER <b>12048495</b> OKALOOSA COUNTY - RESIDENTIAL SOLID WASTE 1759 S FERDON BLVD CRESTVIEW FL 32536	CAN
	CONTRACT#: C17-2530-PW <b>WASTE MANAGEMENT, INC OF FLORIDA</b> <b>SOLID WASTE &amp; RECYCLABLES COLLECTION,</b> <b>TRANSFER &amp; PROCESSING AGREEMENT</b> <b>EXPIRES: 03/31/2022 W/3 5 YR RENEWALS</b>
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)  
12/11/2017

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:  
WASTE MANAGEMENT, INC OF FLORIDA  
108 HILL AVENUE  
FORT WALTON BEACH FL 32548

COVERAGES FLFTWABE CERTIFICATE NUMBER: **11010810** REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C6462278A (AOS) WLR C64622778 (AZ,CA,&MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE. RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT. ADDITIONAL INSURED IN FAVOR OF OKALOOSA COUNTY, FLORIDA (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

C17-2530-PW

CERTIFICATE HOLDER

Received by

CANCELLATION

JAN 09 2018

Risk Management

11010810

OKALOOSA COUNTY, FLORIDA  
84 READY AVENUE  
FORT WALTON BEACH FL 32548

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

**Workers' Compensation and Employers' Liability Policy**

Named Insured WASTE MANAGEMENT, INC. 1001 FANNIN STREET, SUITE 4000 HOUSTON TX 77002	Endorsement Number
	Policy Number Symbol: WLR      Number: WLR C6462278A (AOS)
Policy Period 1/1/2018 TO 1/1/2019	Effective Date of Endorsement 1/1/2018
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

\_\_\_\_\_  
Authorized Representative

**Recieved by**

**JAN 05 2018**

**Risk Management**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 1/1/2018 3/2/2017

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

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

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3533	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	
	INSURER F:	

INSURED  
 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED  
 RELATED & SUBSIDIARY COMPANIES INCLUDING:  
 WASTE MANAGEMENT, INC OF FLORIDA  
 108 HILL AVENUE  
 FORT WALTON BEACH FL 32548

COVERAGES FLFTWABE CERTIFICATE NUMBER: 3494268 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27860825	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NICS-90	Y	Y	NMT H09052884	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WLR C49106944 (AOS) WLR C49106907 (AZ,CA,&IA) SCF C49106981 (WI)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H09052872	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ALL DEDUCTIBLES ARE THE SOLE RESPONSIBILITY OF WASTE MANAGEMENT INC. OF FLORIDA.

<b>CERTIFICATE HOLDER</b> 3494268 OKALOOSA COUNTY 5479-A OLD BETHEL ROAD CRESTVIEW FL 32536	<b>CANCELLATION</b> 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 
---	--

Contract # C17-2530-PW  
WASTE MANAGEMENT, INC. OF FLORIDA  
SOLID WASTE & RECYCLABLES COLLECTION, TRANSFER  
AND PROCESSING/DISPOSAL AGREEMENT  
EXPIRES: 03/31/2022 W/3 5 YR RENEWALS

**Solid Waste and Recyclables Collection,  
Transfer, and Processing/Disposal Agreement**

**Between**

**Okaloosa County  
("County")**

**And**

**Waste Management, Inc. of Florida  
("Contractor")**

This Agreement, made this 1st day of March, 2017 for Residential Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal Services by and between Okaloosa County, Florida (the "County") and Waste Management Inc. of Florida, (the or "Contractor"), a corporation authorized to conduct business in the State of Florida.

WITNESSETH

**WHEREAS**, the County is in need of a contractor to provide Residential Collection Service, transfer, and processing/disposal, and recyclables delivery services; and

**WHEREAS**, the Contractor has the necessary equipment, labor, experience, and financial resources to provide the services required by the County, and the County finds it in the best interest of the health, safety and welfare of the County to now enter into this Agreement.

**NOW, THEREFORE**, the County and Contractor agree as follows:

**ARTICLE 1. DEFINITIONS**

Nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neutral forms and the singular shall include the plural and vice versa.

**Acceptable Waste** means Solid Waste, including garbage, rubbish, refuse, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable Waste also includes Bulk Waste, C&D, and Recyclable Materials. Acceptable Waste shall not include regulated Hazardous Waste, Biomedical Waste, Biological Waste, Infectious Waste, and Yard Trash.

**Agreement** means this Agreement including all attachments and amendments thereto.

**Applicable Law** means all applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Baker Landfill** means the County-owned property located at 1415 Charlie Day Road, Baker in Okaloosa County.

**Baker Transfer Station** means the North Transfer Station (NTS) currently located at the Baker Landfill capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Biomedical Waste** means any Solid Waste or liquid wastes that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste that contains human disease-causing agents; discarded disposable sharps, human blood, and human blood products and body fluids; and other materials that, in the opinion of the Department of Health, represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Biological Waste** means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Board** means the Board of County Commissioners of Okaloosa County, Florida, which is the governing body of the Okaloosa County.

**Bulk Waste** means any waste that requires additional management due to its bulk or weight and shall include, household furniture, treated lumber, electronics, bicycles, push type lawn mowers with all oil and gas drained, automotive tires [including tires with rims; tires from commercial vehicles, heavy equipment,

or industrial vehicles are prohibited; tires shall not exceed 20 inches in diameter and are limited to four (4) per collection] and white goods. Bulk waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, or special waste as defined herein. With the exception of individual items of household furniture and white goods, such service is limited to four (4) cubic yards per pickup.

**Change in Law** means (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor in effect as of the Effective Date. A change in any federal, state, county, or other tax law or worker's compensation law shall not be a Change in Law. However, in the event that a federal, state, or local entity imposes a fee, charge, or tax after the Effective Date that applies to Contractor's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

**Collection Component** means the portion of the billing fee set by Okaloosa County, for Residential Collection Service.

**Commencement Date** means April 1, 2017, the date services pursuant to this Agreement shall commence.

**Commercial Business** means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall be and shall include, but not be limited to, all retail, professional, whole sale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods and services to the public.

**Construction and Demolition Debris (C&D)** 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, including such debris from construction of structures at a site remote from the construction or demolition project site.

Mixing of C&D with other types of Solid Waste will cause it to be classified as other than C&D. The term also includes:

- a. Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- b. Except as provided in s. 403.707(13)(j); unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- c. Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- d. De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**Contract Manager** means the Public Works Director or as otherwise designated in writing by the Board to represent the County in the administration and supervision of this Agreement.

**County** means Okaloosa County, Florida, a political subdivision of the state of Florida, acting by and through its Board.

**Day** means calendar day unless otherwise noted in the Agreement.

**Designated Facility** means the facilities designated by the County for delivery of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste collected pursuant to this Agreement.

**Designated Final Disposal Facility** means the facility designated by the County to which Solid Waste received at the Transfer Stations are transferred and delivered for final disposal. The Designated Disposal Facility shall be the final resting place for solid waste transferred from the County.

**Designated Recycling Facility** means the facility designated by the County to which Recyclables received at the Transfer Stations are transferred and delivered for processing and marketing.

**Disposal Component** means the portion of the billing fee set by Okaloosa County, for tipping fee, landfill costs, and Solid Waste management costs.

**Dwelling Unit** means any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

**Effective Date** means the date this Agreement has been executed by both the County and Contractor, whichever is later.

**Electronic Waste (E-Waste)** means computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions, copiers, and other electronic equipment as directed by the County.

**Fort Walton Beach Transfer Station** means the South Transfer Station (STS) currently located at 630 Martin Luther King Jr. Blvd., Ft. Walton Beach in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Holidays** means New Year's Day, Thanksgiving, and Christmas.

**Hazardous Waste** means Solid Waste or a combination of Solid Wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection, Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the disposal of waste in Florida. Hazardous Waste is not intended to include de minimis amounts of household hazardous wastes as defined by FAC 62-701.100. The term does not include human remains that are disposed of by persons licensed under chapter 497, Florida Statutes.

**Host Fee** means a fee paid by the Contractor to Okaloosa County to help compensate for the Contractor's right to manage Solid Waste at the Okaloosa Transfer Stations.

**Incorporated Municipalities or Municipalities** means those duly incorporated municipalities in Okaloosa County consisting of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso.

**Infectious Waste** means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

**Multi-Family Collection Service** means the collection service of Solid Waste and Recyclables provided to persons occupying Multi-Family Units within the Service Area.

**Multi-Family Customers** means Multi-Family Units receiving Multi-Family Collection Service.



**Multi-Family Unit** means Dwelling Units containing greater than five (5) individual Dwelling Units in a single complex. For the purposes of this Agreement, recreational vehicles and mobile homes located in a recreational vehicle or mobile home park are considered Multi-Family Units..

**North Transfer Station** or **NTS** means the Baker Transfer Station currently located at 1415 Charlie Day Road, Baker in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Program Recyclables** means Recyclables included in the County's residential and multi-family recycling program. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of municipal recycling collection. The types of Recyclables included in the County's recycling program may be amended by the Contract Manager.

**Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for use that constitutes disposal. Recovered materials in this subsection are not solid waste.

**Recyclable Materials** or **Recyclables** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

**Required Turn Back Condition** means reasonable wear and tear commensurate with the time of use, and considering the Contractor's responsibilities for maintenance, repair, and replacement.

**Residential Collection Service** means the curbside collection service of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste provided to persons occupying Single Family Units within the Service Area.

**Residential Customers** means customers receiving Residential Collection Service.

**Roll Cart** means a wheeled container intended for automated collection of Solid Waste and Program Recyclables, which is of a type and size approved by the County.

**Service Area** means the specifically described geographic area assigned to Contractor for the purpose of providing Residential Collection Service.

**Single Family Unit** means Dwelling Units, including single family residences, or any building or structure containing five (5) or less individual Dwelling Units in a single complex. For the purposes of this Agreement, recreational vehicles and mobile homes not located in a recreational vehicle or mobile home park are considered Single Family Units.

**Single Stream** refers to a recycling process that allows for Recyclables to be collected commingled, with containers and paper collected in the same Roll Cart or dumpster.

**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

**Solid Waste Management Facility** means a disposal facility designated and approved by the County for the disposal of Solid Waste and Bulk Waste.

**South Transfer Station** or **STS** means the Fort Walton Beach Transfer Station currently located at 630 Martin Luther King Jr. Blvd., Ft. Walton Beach in Okaloosa County capable of receiving Acceptable Waste for further transfer to a processing or disposal facility.

**Ton** means a short ton, 2,000 pounds.

**Transfer Stations** means the North Transfer Station (NTS) and South Transfer Station (STS). May also be referred to as the Fort Walton Beach Transfer Station (STS) and Baker Transfer Station (NTS).

**Unacceptable Waste** means wastes that are not accepted for Class I disposal. These materials include Infectious Waste and Hazardous Waste as defined above as well as materials exhibiting the following characteristics:

- a. Hazardous placards or markings;
- b. Liquids;
- c. Powders or dusts;
- d. Drums or commercial size containers; or
- e. Chemical odors.

Other unacceptable materials include:

- a. Asbestos-containing wastes;
- b. Ash;
- c. Fluorescent light bulbs;
- d. Mercury-containing devices;
- e. Whole tires; or
- f. Liquid wastes.

**Uncontrollable circumstances** means those acts beyond the reasonable control of the party relying thereon which may include, but are not necessarily limited to, the following:

- a. Acts of god, such as storm, flood or earthquake;
- b. Civil disturbances, such as riots, revolutions, rebellion or insurrections;
- c. Any wars (whether declared or not), hostilities or invasions;
- d. Accidents or disruptions, such as fires or explosions; or
- e. Labor difficulties, such as strikes, lockouts, or sabotage.

**White Goods** means discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial appliances.

**Wright Landfill** means the County-owned property located at Percy Land and North Beal Extension, Ft. Walton Beach in Okaloosa County.

**Yard Trash** means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (which shall not exceed six (6) feet in length and four (4) inches in diameter, and fifty (50) pounds or less per bundle), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, stumps, or bulky material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households. Yard Trash does not include any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons. Additionally, Yard Trash does not include debris generated by landscapers or lawn maintenance services when removed from the origination site and placed on another property for pick-up.

## **ARTICLE 2. AGREEMENT TERM**

### **2.1. Effective and Commencement Dates**

The Effective Date is the date this Agreement has been executed by both the County and Contractor, whichever date is later. The Commencement Date is the date that services required by this Agreement shall commence. The Commencement Date shall be April 1, 2017.

### **2.2. Initial Term**

The term of this Agreement shall be for a period of five (5) years beginning on the Commencement Date, April 1, 2017, and terminating March 31, 2022.

**2.3. Renewal Option**

This Agreement may be renewed and modified upon mutual agreement and in writing by both parties for up to three (3) additional terms of five (5) years.

**2.4 First Contract Year**

In order to align with County budgeting requirements, the first contract year shall begin April 1, 2017 and conclude on September 30, 2018. Any subsequent annual fee adjustments owed to Contractor shall commence on October 1st of each calendar year. The contract termination date remains March 31, 2022 unless renewed.

**ARTICLE 3. SOLID WASTE AND RECYCLABLES COLLECTION SERVICES**

**3.1. Exclusive and Not Exclusive Services**

**3.1.1. Exclusive Services**

Contractor is herein granted the exclusive right to provide the following services in the Service Area as specified in this Agreement: Residential Collection Service, including the collection of residential Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste.

**3.1.2. Not Exclusive Services**

**3.1.2.1.** Contractor is not granted the exclusive right to collect Solid Waste from Multi Family Units, Commercial Businesses, C&D debris, Bulk Waste nor Yard Trash from Multi-Family Units, nor contractor-generated waste. Contractor is not granted the exclusive right to collect residential vegetative waste that exceeds the collection preparation and size requirements or Bulk Waste that exceeds one (1) collection event per Dwelling Unit per week.

**3.1.2.2.** The County reserves the right to exclude collection of other materials from this Agreement in the future for the purposes of increasing waste reduction.

**3.2. Title to Solid Waste and Recyclable Materials**

The Contractor shall have title to all Solid Waste and Program Recyclables upon collection; provided, however, the County reserves the right at all times to elect and hold title and ownership to all or a portion of the Solid Waste and Program Recyclables collected by the Contractor pursuant to this Agreement. Such election by the County shall be in writing signed by the Contract Manager.

**3.3. Infectious Waste, Hazardous Waste, Biomedical Waste, and Biological Waste**

The Contractor shall refuse to collect Solid Waste from a customer if the Contractor believes such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste. Contractor shall place a non-collection notice on the container, Roll Cart, or materials explaining why collection was not made. Contractor shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste, but may offer such service in the Service Area. Any of those types of materials collected by the Contractor, knowingly or unknowingly, shall be the Contractor's sole responsibility and liability for disposal in strict compliance with all Applicable Law.

**3.4. Transition of Collection Services**

**3.4.1. Transition Prior to Commencement of Collection Services**

Contractor shall participate in transition meetings as scheduled and conducted by the Contract Manager to plan and manage the transition process so that no service interruption occurs. Contractor is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Contractor shall submit to the Contract Manager, no later than thirty (30) Days following the Effective Date, a transition plan that provides a detailed description of how Contractor will plan and prepare for providing Residential Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the

Contract Manager. At a minimum, Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- a. Coordination of meetings with the outgoing contractor and the County, if necessary.
- b. Schedule of Residential and Multi-Family Collection Service transition meetings with County staff leading up to the Commencement Date.
- c. Schedule for obtaining any additional necessary labor, vehicles, equipment, and containers.
- d. Schedule for delivery and replacement of solid waste and recyclables carts for Residential Collection Services.
- e. Schedule for providing a vehicle and equipment list and route summary to the Contract Manager and ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the Commencement Date.
- f. Schedule for providing residential routes and map information in a format acceptable to the Contract Manger.
- g. Schedule for delivering County-provided information brochure to all customers (existing & new) prior to the Commencement Date.
- h. Schedule for conducting dry-runs of collection routes.
- i. Coordination with the County to ensure transmission of asset management database and other associated information for Roll Cart management.
- j. Schedule for onsite training for County staff on the use of web-based asset management software by appropriately-trained professional personnel.

#### 3.4.2. Solid Waste Service Contracts

- 3.4.2.1. Any and all contracts for the provision of Solid Waste collection services and/or related Solid Waste services to Multi-Family Units within the Service Area shall be null and void as of March 31, 2017.
- 3.4.2.2. The term of any contract for Solid Waste collection pursuant to this Agreement shall not extend past the term of this Agreement.

#### 3.4.3. Transition Prior to Expiration of Collection Services

- 3.4.3.1. Should the County choose not to renew this Agreement or should no renewal options remain, the County anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Contractor agrees to provide service to the County for an additional ninety (90) Day period beyond the expiration of the Agreement at then established service fee, provided the County requests said services in writing at such time.
- 3.4.3.2. At the expiration of this Agreement, Contractor shall work with the County and the newly selected contractor to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the County and newly selected contractor, coordination and cooperation in delivery and removal of carts, containers, etc., and providing service information, as requested.
- 3.4.3.3. The County reserves the right to withhold payment to Contractor for the final month of service until Contractor has complied with all requirements of this Article.

#### 3.5. Residential Collection Service

##### 3.5.1. Service Requests

The County shall notify the Contractor of the initiation, termination, or change of Residential Collection Service. The Contractor shall be responsible for establishing billing accounts for all Dwelling Units not able to be billed by the County. Contractor will be required to bill for certain

County administrative fees (e.g., remediation fee) and remit appropriate fees back to County. Residential Collection Service shall start, terminate, or change within seven (7) Days of receiving notification from the County.

If a property owner requests a change in the classification of their property in a manner that would alter the collection methodology to that property (e.g. a Multi-Family Unit desiring cart-based collection in the same manner as a Single Family Unit), the County shall make the final determination as to the collection methodology that will be utilized. The determination shall be made by the Contract Manager and will be based upon a review of the unique facts and circumstances of each situation, to include, among other things, access to the service site. The Decision of the Contract Manger shall be final.

- 3.5.2. In the event that the County determines that the collection service to that property shall be modified, it shall notify the Contractor of the modification. Solid Waste Collection

Solid Waste shall be collected twice per week in Contractor-provided Roll Carts. See Article 3.6.2. for further details regarding Roll Carts. Contractor is not required to collect waste left outside of the Roll Cart and shall place a non-collection notice on any waste outside of the Roll Cart explaining why collection was not made and providing instructions for requesting an additional Roll Cart if needed.

- 3.5.3. Recyclables Collection

Program Recyclables shall be collected once per week in Contractor-provided Roll Carts. See Article 3.6.2. for further details regarding Roll Carts. Collection of Program Recyclables for Residential Customers shall occur on the same Day as collection of Solid Waste.

- 3.5.4. Yard Trash Collection

Yard Trash shall be collected once per week according to the provisions herein. Residential Customers are to containerize, bundle, or neatly pile / stack Yard Trash and place it curbside. If the Yard Trash is placed by the Residential Customer in a plastic bag, Contractor is required to empty bags of Yard Trash into the residential collection vehicles and either retain the plastic bag on the collection vehicle separate from the Yard Trash for later disposal or return the bag to the customer's Solid Waste Roll Cart. Contractor may leave a notice instructing the resident that Yard Trash should not be placed in a plastic bag. Yard Trash may not exceed six (6) feet in length, four (4) inches in diameter, and must not exceed fifty (50) pounds in weight each. Contractor shall make a strong effort to remove all Yard Waste from curbside and leave only de minimis quantities on the ground.

Yard Trash shall not be collected on the same Day as Solid Waste and Recyclables.

- 3.5.5. Bulk Waste Collection

Bulk Waste shall be collected once per week according to the service provisions below. Contractor shall be required to collect up to four (4) cubic yards of Bulk Waste in volume per week, excluding individual items of furniture and white goods. For customers with Bulk Waste in excess of four (4) cubic yards per week Contractor shall be required to offer additional Bulk Waste collection, at the rate set forth in Exhibit 1..

- 3.5.6. Backdoor Collection

Contractor shall, at no additional cost to the Residential Customer or the County, provide backdoor collection of Solid Waste and Program Recyclables to Residential Customers who are unable to deliver their Solid Waste or Program Recyclables to the curb. Contractor shall commence backdoor collection within one (1) week of application. Application for backdoor collection shall be made by the Residential Customer by providing to the Contractor, on a form approved by the Contract Manager, proof of handicap status as required by FL Statutes – Title XXIII, Motor Vehicles Section 320.0848 (1)(b), or as otherwise approved by the Contractor, and certifying that no able-bodied person resides in the household.

3.5.7. Procedures for Non-Collection

- 3.5.7.1. In the event that the Solid Waste placed out for collection does not comply with set out procedures pursuant to this Agreement, Contractor is not required to collect it. If Contractor elects to not collect such materials, a non-collection notice shall be placed on the container or non-conforming materials explaining why collection was not made and Contractor shall notify the County pursuant to Article 8.3.
- 3.5.7.2. In the event that Program Recyclables are contaminated through commingling with materials that are not a Recyclable, Contractor shall, if practical, collect the Program Recyclables and leave material that is not Recyclable in the recycling Roll Cart along with a non-collection notice explaining why all materials were not collected. However, in the event that the Program Recyclables and materials that are not recyclable are commingled to the extent that they cannot easily be separated by Contractor, or the nature of the non-Recyclables render the entire recycling Roll Cart contaminated, Contractor shall leave all the materials along with a non-collection notice explaining why collection was not made.
- 3.5.7.3. Contractor shall develop and produce non-collection notices for Solid Waste and Program Recyclables. The design and content of non-collection notices are subject to approval by the County.
- 3.5.7.4. As further specified in Article 8.3., within one (1) Day of occurrence, Contractor shall electronically notify the Contract Manager regarding all non-collection events.

3.5.8. Hours and Holidays

- 3.5.8.1. Residential Collection Service shall take place between 7:00 a.m. and 7:00 p.m. Monday through Saturday.
- 3.5.8.2. In the event normal collection day falls on a Holiday, Contractor will provide make-up collection as directed by the County.
  - 3.5.8.2.1. Solid Waste and Yard Trash: Collection shall be provided on the next regular collection day.
  - 3.5.8.2.2. Recyclables: Collection services shall be one Day after the normally scheduled collection day for the remainder of the week.
  - 3.5.8.2.3. Contractor shall notify all affected customers of the Holiday schedule at least two (2) weeks prior to the Holiday.

3.6. Containers

3.6.1. Customer-Provided Containers

Contractor shall replace personal containers used for Yard Trash of a Residential Customer within three (3) business days after being notified by the County or customer that Contractor or its employees damaged the customer's container. Contractor shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container. Contractor is not responsible for a replacement container if it can satisfactorily prove to the Contract Manager that neither Contractor nor its employees damaged the Customer's container. Contractor shall also be able to provide and service bear-proof containers. Bear-proof containers will be provided at customer's expense.

3.6.2. Residential Roll Carts

- 3.6.2.1. Contractor will utilize existing Roll Carts to provide Solid Waste collection for all Residential Customers. Prior to the Commencement Date and in accordance with transition plan specified in Article 3.4.1., Contractor shall procure and provide new Recyclables Roll Carts for all Residential Customers. All Roll Carts must meet the

technical specifications provided in Exhibit 5. The standard program-sized Roll Carts include a ninety-six (96) gallon cart for Solid Waste and a ninety-six (96) gallon cart for Program Recyclables to be issued to each Residential Customer. Contractor shall offer alternatively-sized Roll Carts upon customer request.

- 3.6.2.2. The County will inform residents of options for repurposing or recycling the recycling bins used prior to the Commencement Date. Recycling options include delivery of recycling bins to the Transfer Stations or placing bins curbside during the first week of carted collection service. If placed curbside, Contractor shall collect and deliver bins to the Transfer Stations for recycling.
- 3.6.2.3. If a customer generates large quantities of Solid Waste, the customer may request one (1) additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery on additional Roll Carts for Solid Waste. The fee for collection service on a second Roll Cart is provided in Exhibit 1.
- 3.6.2.4. If a customer generates large quantities of Program Recyclables, the customer may request one (1) additional Roll Cart to accommodate the extra materials. There shall be no charge for the delivery or collection service for additional Roll Carts for Program Recyclables.
- 3.6.2.5. Ownership of all Roll Carts provided by the Contractor for Residential Collection Service shall rest with Contractor until expiration or termination of this Agreement, at which point ownership shall rest with the County.
- 3.6.2.6. Maintenance and repair of all Roll Carts are the sole responsibility of the Contractor. All repair and replacement costs shall be borne by the Contractor.
- 3.6.2.7. Contractor shall repair or replace a Roll Cart within three (3) business days of receiving notice from the County or customer of the need for repair, or if identified unserviceable by Contractor.
- 3.6.2.8. Roll Carts shall be delivered to new customers within three (3) business days from the date of request with a County-approved new customer information packet attached and protected from inclement weather.

### 3.7. Designated Facility

All Solid Waste, Recyclables, Yard Trash, and Bulk Waste collected by the Contractor pursuant to this Agreement must be delivered to a Designated Facility, unless otherwise approved by the Contract Manager in writing. Contractor may tip all materials collected from Residential Customers within the residential franchise area at no cost to the Contractor. Contractor must pay the commercial tip fee for all Solid Waste collected from customers not included as part of this Agreement. The Designated Facilities are as follows:

- Solid Waste and Bulk Waste: North Transfer Station or South Transfer Station
- Recyclables: South Transfer Station
- Yard Trash: Baker Landfill or Wright Landfill

### 3.8. Additional Responsibilities

#### 3.8.1. Restrictions on Collection of Mixed Loads

- 3.8.1.1. Contractor shall collect Solid Waste, Yard Trash, Bulk Waste and Recyclables generated in the Service Area pursuant to this Agreement separate from any materials generated outside of the Service Area.
- 3.8.1.2. Contractor shall collect Solid Waste, Recyclables, and Yard Trash separate from each other unless allowed by written approval of the Contract Manager.

- 3.8.1.3. Contractor shall not mix or commingle Recyclables with Solid Waste. Contractor shall collect Recyclables from Residential Customers pursuant to this Agreement separate from Recyclables collected from Multi-Family and commercial customers. If Recyclables from Multi-Family or commercial businesses are commingled with Recyclables collected from Residential Customers, the County shall have the exclusive right to either accept or reject the entire load.
- 3.8.1.4. Contractor shall collect Bulk Waste in a manner that allows separation of White Goods, E-Waste, tires, and other Recyclables, as identified by the County, at the Transfer Stations.
- 3.8.2. Routes and Schedules
  - 3.8.2.1. Contractor shall not change the scheduled residential collection days unless Contractor receives the Contract Manager's prior authorization. The Contract Manager's approval of such changes shall not be unreasonably withheld. In the event of a permanent change in routes or schedules that will alter the day of collection, the Contractor shall notify all affected customers in writing or other manner approved by the Contract Manager not less than two (2) weeks prior to the change.
- 3.8.3. Manner of Collection
  - 3.8.3.1. All containers and Roll Carts shall be completely emptied and placed back in an upright position at the point where collected. Containers with an unattached lid shall be completely emptied and placed back in an upright or inverted position with the lid set on top, or placed beside the container, at the point where collected. Roll Carts shall be placed with the lid in the closed position.
  - 3.8.3.2. Contractor shall provide all collection services with as little noise and disturbance as possible.
  - 3.8.3.3. No trespassing by Contractor's employees will be permitted. No Contractor employee shall remove or tamper with any property not placed for collection.
  - 3.8.3.4. All collection vehicles shall remain on the right-hand side of the road when providing collection service and at no time shall collection crews cross to the left-hand side of the road to retrieve containers, Roll Carts, or materials that have been set out for collection.
  - 3.8.3.5. Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic and shall not be left on the street unattended.
- 3.8.4. Protection of Private and Public Property
  - 3.8.4.1. Contractor acknowledges that collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention shall be given to the location of water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Contractor's responsibility to exercise caution in relationship to the property of other authorized users.
  - 3.8.4.2. Contractor shall take care to prevent damage to all public and private property while conducting services pursuant to this Agreement, including, but not limited to, buildings, monuments, markers or fences, vehicles, pipes and underground structures, storm water inlet covers, gutters, curbs, public streets, trees and tree canopies, flowers, shrubs, and other plantings. The County acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Contractor.
  - 3.8.4.3. Contractor shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Contractor during the provision of



collection services. Wherever such property is damaged due to the activities of Contractor, it shall be immediately restored to its original condition by Contractor at Contractor's expense.

3.8.4.4. In case of failure on the part of Contractor to restore such property or make good such damage or injury, the County may, upon forty-eight (48) hours written notice to Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Contractor. If any damage caused by Contractor impacts the safety, health and welfare of the County's citizens, the repairs will be arranged by the County and billed to Contractor based on the actual cost incurred to repair the said damages, plus ten percent (10%) to account for the County's administrative costs.

3.8.5. Spillage and Littering

3.8.5.1. Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling and blowing.

3.8.5.2. In the event of any confirmed spillage/leakage/blowing from a Contractor's vehicle, Contractor shall promptly, at least within twenty-four (24) hours, clean up all spillage/leakage/blowing at no cost to the County. Contractor is responsible to clean such spills, leaks, or blown materials to the satisfaction of the Contract Manager up to, and including, resealing or resurfacing depending on the severity of the damage.

3.8.6. Employee Training and Licenses

3.8.6.1. All of Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Law. The County has the right to review Contractor's training records.

3.8.6.2. At all times when operating vehicles or equipment pursuant to this Agreement, Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

3.8.7. Office Requirements

3.8.7.1. Contractor shall maintain an office in the County to remain open from 8:00 a.m. to 5:00 p.m. CDT, Monday through Friday, except Holidays, to handle customer complaints and where bills may be paid (assuming the County is unable to bill certain Residential Customers directly).

3.8.7.2. Contractor shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Contractor. Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. During office hours, these services must be monitored regularly, so that Contractor can respond to any message within sixty (60) minutes. The response, at a minimum, shall include a reply to the inquiry and a plan of action to address or fix the complaint. During non-office hours, messages shall be answered no later than noon the following business day.

3.8.7.3. Contractor's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints in a timely manner. Contractor's office staff shall be familiar with the County and Contractor's obligations under this Agreement.

- 3.8.7.4. Contractor's customer service representatives shall be properly trained to answer questions concerning residential, multi-family, and commercial recycling and Solid Waste Collection Services.
- 3.8.7.5. Contractor shall establish a process, subject to the Contract Manager's approval, for receiving and handling emergency calls, both during and after normal operating hours.
- 3.8.8. Customer Service Standards
  - 3.8.8.1. Contractor shall be responsible for providing the highest quality service to all Residential Customers under the provisions of this Agreement.
  - 3.8.8.2. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from a customer or the County.
  - 3.8.8.3. If the County receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone or electronic communication.
  - 3.8.8.4. Contractor shall keep a written record of all calls it receives (either directly or through the County) regarding Contractor's service under this Agreement in a format approved by the Contract Manager. Contractor shall use a standard form to record the pertinent facts regarding each call and how it was resolved. The form shall identify complaints including customer name, contact information, the time and date when a complaint was received, when Contractor responded to the complaint, and the date and time when the complaint was resolved. Contractor's records and forms shall be kept up to date and a record of all calls shall be submitted monthly to the Contract Manager as outlined in Article 8.4. In addition, Contractor's records and forms shall be maintained throughout the term of this Agreement. Copies of the calls logs shall be kept at Contractor's office in the County and shall be available for inspection by the Contract Manager during normal business hours.
  - 3.8.8.5. Missed Collections: If the County or customer notifies Contractor before 12:00 p.m. of a missed collection Monday through Friday, Contractor shall return to the customer's premises before 6:00 p.m. the same Day of the notification and collect all of the Solid Waste, Program Recyclables, Yard Waste, or Bulk Waste, that have been set out for collection. If Contractor is notified after 12:00 p.m. Monday through Friday of a missed collection, collection shall be made by 12:00 p.m. the next Day following notification. Notifications received Saturday or Sunday shall be corrected before 12:00 p.m. on Monday. All missed collections shall be included in the complaint log.
  - 3.8.8.6. Contractor shall notify the Contract Manager regarding any disputes that have not been resolved within twenty-four (24) hours after receiving the complaint. Contractor may request, and the Contract Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the County shall have the authority to determine how the dispute will be resolved.
- 3.8.9. Vehicle and Collection Equipment
  - 3.8.9.1. Contractor shall maintain a dedicated fleet of frontline collection vehicles designated to collect Solid Waste and Recyclables from Residential Customers in the Service Area.
  - 3.8.9.2. No single frontline vehicle used to fulfill the services in this Agreement shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. The County reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.
  - 3.8.9.3. Contractor shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement.

Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If Contractor must use a substandard road (as determined by the County) to obtain access to a customer, Contractor shall use lightweight and/or smaller vehicles and equipment when providing service on such roads.

- 3.8.9.4. All of Contractor's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
  - 3.8.9.5. All vehicles used to provide Collection Service under this Agreement shall be equipped at all times 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; (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.
  - 3.8.9.6. All vehicles used for collection of White Goods under this Agreement shall be equipped with appropriate ancillary equipment so as to avoid breakage of Freon lines during collection.
  - 3.8.9.7. Contractor shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
  - 3.8.9.8. The County reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with federal and state commercial motor vehicle statutes, as well as requirements of this Agreement.
- 3.8.10. Maintenance and Cleaning
- 3.8.10.1. Contractor shall monitor, maintain and repair its collection vehicles and equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
  - 3.8.10.2. Contractor shall keep all collection vehicles and equipment cleaned. All collection vehicles used for the collection of Solid Waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Contract Manager approves an alternate cleaning schedule. Other collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 3.8.11. Vehicle Identification
- 3.8.11.1. All collection vehicles shall be painted a uniform color.
  - 3.8.11.2. Contractor's vehicles shall clearly display Contractor's logo, name, and telephone number printed in letters not less than four inches (4") on each side of the vehicle.
  - 3.8.11.3. Contractor vehicles shall be numbered with numbers not less than three inches (3") high on each side of the vehicle and on the front passenger-side bumper. Contractor shall keep a record of the vehicle to which each number is assigned.

3.8.11.4. Contractor shall display the County logo on the sides and rear of the dedicated frontline vehicles used to collect Solid Waste or Recyclables from Residential Customers in the Service Area. The Contract Manager shall be notified immediately if an unmarked spare vehicle is used to collect Residential Solid Waste or Recyclables. The signs shall be appropriately sized, as mutually agreed. The County will provide the approved artwork for the Contractor's vehicles.

3.8.12. Asset Management

3.8.12.1. Contractor shall provide an asset management system capable of providing a web based map denoting the physical location of frontline and reserve vehicles in real time.

3.8.12.2. Contractor shall be responsible for reporting and tracking the movement of all Roll Carts and bins (e.g., deliveries, removals, exchanges, repairs, warranty recovery, etc.). All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The asset management system shall have the ability to generate reports that can be converted to Excel or PDF based on Roll Cart or bin activity. Data fields shall include, but not be limited to:

- Work order number, date, and status
- Customer ID and address
- Roll Cart/Bin serial numbers, new and old if replacement is required
- Cart/Bin size
- Route information

3.9. Public Education

The Contractor shall work with the County to maximize recycling. Contractor and County shall jointly implement a promotional and public education program to inform and encourage residents and business owners to maximize recycling. All Contractor-developed promotional materials and forms of communication regarding the County's programs including, but not limited to, electronic, printed, audio, video, graphics, logos, etc., shall be reviewed and approved by the Contract Manager prior to disseminating or presenting publically. Contractor shall provide a monthly report of public education activities pursuant to Article 8.4.

3.9.1. Residential Customers

Prior to the Commencement Date and annually thereafter, Contractor shall provide customers with County-approved recycling information at least three (3) times per year. Such information shall include at least one (1) billing insert "how to guide" and one (1) newspaper advertisement. Contractor shall be responsible for the development, printing, and distribution of all required recycling information; design and content are subject to approval by the Contract Manager prior to distribution.

3.10. Storms and Hurricanes

In case of a storm or hurricane, the Contract Manager may grant Contractor reasonable variance from regular schedules and routes. As soon as practical after such storm, Contractor shall advise the Contract Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event the County desires that Contractor aid the County's storm cleanup contractor, Contractor's cleanup activities shall be by way of a written contract specific to that event. Rates, costs, and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the County reserves the right to assign route or pickup priorities as deemed necessary by the Contract Manager.

**ARTICLE 4. TRANSFER STATION OPERATIONS**

**4.1. County Responsibilities**

**4.1.1. Facility Ownership**

The real property at the Transfer Stations are, and will continue to be, wholly owned by the County. For the purposes of this Agreement, real property means the land, all physical buildings and structures thereon, including all equipment and fixtures with the exception of rolling stock. Site maps of the Transfer Stations are provided in Exhibit 3.

**4.1.2. Permits**

The County will be named on the Transfer Station operating permits.

**4.1.3. Transfer Station Scale System**

The County owns and will continue to maintain the WasteWorks system that records scale data for the Transfer Stations.

**4.1.4. North Transfer Station Scale House**

The County will retain the operation and management of the NTS scale house, including staffing.

**4.1.5. Delivery of Acceptable Waste**

The County or others authorized by the County shall deliver Acceptable Waste to the Transfer Stations.

The Contractor shall deliver all Acceptable Waste generated subject to this Agreement to the Transfer Stations with the exception of Yard Waste which shall be delivered to the Baker Landfill or the Wright Landfill.

**4.1.6. Manner of Deliveries**

The County shall grant to Contractor reasonable authority to deny admission to the Transfer Stations of any vehicle carrying materials that may leak, spill, or allow waste to be blown or scattered about before unloading at the site.

**4.1.7. Cooperation**

The County shall cooperate with Contractor in Contractor's efforts to obtain and renew all required permits, licenses, and approval; shall not appear as an objector in any proceeding to consider the granting or renewal of such permits, licenses, or approvals; and shall promptly and reasonably consider any applications by Contractor. However, the responsibility to obtain all licenses and permits required to comply with this Agreement, shall solely be the responsibility of Contractor in accordance with section 4.2.3 of this Agreement.

**4.2. Contractor Responsibilities**

**4.2.1. Transition**

No later than thirty (30) Days after the Effective Date of this Agreement, the Contractor and Contract Manager, together with any subject matter experts the Contract Manager may select to provide it assistance, shall conduct a joint inspection of the Transfer Stations to document the existing condition of the facility to define and document the Required Turn Back Condition for the Transfer Stations. Details regarding the Required Turn Back Condition shall be defined, including who is responsible for making repairs or replacements immediately or in the future, and estimated cost of repairs or replacements, if feasible.

**4.2.1.1.** In order to establish the Required Turn Back Condition of all real property at the Transfer Stations, the County and Contractor shall conduct a joint inspection(s) of the facilities' sites and buildings, to include utilities, no later than thirty (30) Days after the Effective Date of this Agreement. The County and Contractor shall develop a list of

any necessary repairs or replacements that, following completion of such repairs and replacements, shall be the Required Turn Back Condition, allowing for normal wear and tear commensurate with the time of use, and considering the Contractor's responsibilities for maintenance, repair, and replacement.

- 4.2.1.2. As part of documenting the Required Turn Back Condition, the County's engineering consultant will evaluate and document the percentage of wear on the tip floors. The Contractor shall be required to leave the tip floors in equal or better condition upon the termination of this Agreement. If the Contractor fails to leave the tip floors in equal or better condition than documented in the Required Turn Back Condition report, the Contractor shall reimburse the County one hundred and twenty five percent (125%) of the cost of returning the tip floor(s) to its Required Turn Back Condition to cover both the cost of the work and the County's administrative and overhead costs.
- 4.2.1.3. At least ninety (90) Days prior to the conclusion of the term of this Agreement, the County and Contractor shall jointly inspect the Transfer Stations to identify any repairs or replacements needed to bring the facilities to the Required Turn Back Condition. The Contractor, pending the Contract Manager's approval, shall develop a list of any and all necessary repairs or replacements that the Contractor, at its sole cost and expense, must perform and shall establish a schedule for completing all such work.
- 4.2.1.4. At the termination of this Agreement, the Contractor shall have restored the Transfer Stations to its Required Turn Back Condition. Contractor may remove any fixed assets as long as Contractor restores the area to its pre-existing condition, unless otherwise approved by the Contract Manager. The County reserves the right to require the Contractor to remove any fixed assets and restore the area to its pre-existing condition at the Contractor's expense.
- 4.2.1.5. During the transition prior to the termination of this Agreement, the Contractor shall cooperate with the County and, if applicable, the incoming contractor. Such cooperation includes, but is not limited to, allowing site visits of the Transfer Stations by the County and the incoming contractor, upon receipt of reasonable advance notice, and ensuring all facilities are in Required Turn Back Condition. The Contractor shall coordinate and cooperate with the newly selected contractor, if applicable, and the County, to minimize any disruptions in the service provided.
- 4.2.1.6. At the termination of this Agreement, the Contractor shall transfer all active facility permits for the Transfer Stations to the County, or its designated contractor as requested by the County, in a timely manner so as to avoid any disruption of service.

#### 4.2.2. Capital Improvements

Contractor shall be solely responsible for all the cost of all capital improvements to the Transfer Stations.

#### 4.2.3. Permits and Licenses

- 4.2.3.1. The Contractor shall be responsible for and bear all costs of maintaining, modifying, and renewing all operational and environmental permits and approvals from any governmental entity required to operate the Transfer Stations. The County will coordinate with the Contractor and permitting agencies, as needed.
- 4.2.3.2. The Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Transfer Stations that is required by the Florida Department of Environmental Protection (FDEP) or any regulatory agency with jurisdiction over the activities at the facilities.

4.2.3.3. The Contractor shall be responsible for compliance with all environmental and operational permits. Should the County receive a Notice of Violation (NOV), the County will forward the NOV to the Contractor within twenty-four (24) hours. The Contractor shall take immediate action to remedy the violation and regain compliance. The Contractor shall bear any and all costs associated with remedying a violation and regaining compliance.

4.2.3.4. Contractor's failure to properly maintain or obtain permits and licenses shall result in a breach of this Agreement.

#### 4.2.4. Hours and Holidays

4.2.4.1. The Transfer Stations will be open to the public from 6:00 a.m. to 5:00 p.m. CDT, Monday through Friday and 6:00 a.m. to 12:00 noon CDT, Saturday. The County reserves the right to alter the operating hours of the facilities. Contractor and County agree to negotiate a reasonable fee adjustment if such change in operating hours affects operating costs.

4.2.4.2. Contractor will close the Transfer Stations on the following Holidays: New Year's Day, Thanksgiving, and Christmas.

4.2.4.3. The County reserves the right to require the opening and operating of the Transfer Stations outside of the regular hours during times of emergency or urgent need. The Contractor shall staff and equip the facility to meet the needs of the County during such emergency openings.

#### 4.2.5. Acceptance of Waste

In accordance with applicable operational protocol established by Contractor and with the approval of the County, Contractor shall provide, operate, and maintain facilities for the receipt of Acceptable Waste. Contractor shall assume ownership of Acceptable Waste once tipped at the Transfer Stations. The County makes no assurances or guarantees regarding the quantity of materials that will be delivered to the Transfer Stations.

4.2.5.1. Acceptable Waste: Contractor shall process Acceptable Waste received at the Transfer Stations in accordance with all Applicable Law and in a manner which would not pose a threat to public health and safety.

4.2.5.2. Unacceptable Waste: Contractor shall exercise its best efforts to avoid the acceptance of Unacceptable Waste at the Transfer Stations. Contractor shall process all Unacceptable Waste received at the facilities in accordance with Applicable Law and in a manner which will not pose a threat to public health and safety. Contractor shall indemnify the County for any liability claims or damages imposed as a consequence of Contractor's failure to process such material in accordance with Applicable Law.

#### 4.2.6. Operations

4.2.6.1. Contractor shall be responsible for and shall bear all costs and expenses associated with operating and maintaining the Transfer Stations in full compliance with the FDEP Transfer Station Permits, Operations Plans, Applicable Law, and this Agreement.

4.2.6.2. Contractor shall weigh and record all inbound and outbound vehicles carrying materials, including transfer trucks, at the STS. Each vehicle delivering waste or recyclables shall be properly identified and authorized in a manner satisfactory to the County and Contractor. Weights of all materials shall be recorded in the County's WasteWorks system.

4.2.6.3. The weight of all materials shall be determined using the scales at the Transfer Stations. Contractor shall, at least every six (6) months, test the accuracy of the STS

- weight scales. The scales shall be tested by a scale company registered with the Florida Department of Agriculture and Consumer Services.
- 4.2.6.4. Contractor shall regularly, at a minimum every ninety (90) Days, update tare weights used to determine material weights.
  - 4.2.6.5. Non-contaminated recyclables shall at no time be mixed with Solid Waste.
  - 4.2.6.6. Contractor shall remove waste from the tipping floors in accordance with operating permits.
  - 4.2.6.7. Contractor shall not store Recyclables or Recovered Materials in the facilities' outdoor areas unless fully contained and protected from the elements within a vehicle or container; storage on the ground or use of tarps is not acceptable. Recyclables and Recovered Materials will be transported offsite as soon as sufficient quantities are accumulated.
  - 4.2.6.8. Contractor shall separate tires, White Goods, and E-Waste delivered to the Transfer Stations from the waste stream and place them in separate containers as provided by the County.
  - 4.2.6.9. Contractor shall remove any Unacceptable Waste delivered to the Transfer Station from the waste stream and shall properly manage and dispose of such Unacceptable Waste.
  - 4.2.6.10. Contractor shall operate the facilities to allow for a turnaround time of not more than twenty (20) minutes after being weighed in at the scale house on a first-in, first-out basis.
  - 4.2.6.11. Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with the operation of the Transfer Stations and will timely pay all utility costs and associated taxes and other governmental charges.
  - 4.2.6.12. Contractor shall be responsible for treating, hauling, and disposing of all leachate. Leachate shall be pre-treated in accordance with permit requirements and to meet all Applicable Law.
  - 4.2.6.13. Contractor shall immediately notify the Contract Manager of any personal injury or damage to public or private property caused by Contractor during the provision of services. Wherever such property is damaged due to the activities of Contractor, it shall be restored to its original condition by Contractor at Contractor's expense within forty-eight (48) hours.
  - 4.2.6.14. Contractor shall accommodate tours, hosted by the County, by appointment.
  - 4.2.6.15. The County shall be entitled to have its designated representatives at the Transfer Stations at all time and Contractor shall designate a suitable site for an office if required by the County. The County shall further have the right to station its employees at all weigh scales to verify the correctness of the weight records and Contractor shall provide reasonable space for said employees.
  - 4.2.6.16. Contractor shall keep a written record of all complaints it receives (either directly or through the County) regarding Contractor's service under this Agreement in a format approved by the Contract Manager. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from a customer or the County.
  - 4.2.6.17. The County may from time to time, and at least annually, conduct an inspection of the operation and maintenance of the Transfer Stations. The inspection may include staff interviews, review of maintenance records, complaint log, monitoring data, and



personal observations. Prior notice of an inspection is not required. The inspection may also include, but is not limited to, the following topics:

- Adherence to Transfer Station Permits conditions
- Adherence to the Operations Plans
- Noise abatement
- Litter and pest control
- Facility maintenance
- Odor control

4.2.7. Facilities

- 4.2.7.1. Contractor shall maintain and keep in good condition and repair the Transfer Stations buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations. The buildings shall be maintained to the satisfaction of the Contract Manager. Contractor shall ensure janitorial services are provided daily in heated and/or air conditioned spaces. Contractor shall maintain detailed maintenance records for all aspects of the Transfer Stations.
- 4.2.7.2. Contractor shall maintain and/or replace as appropriate all rolling stock utilized by the Contractor in performance of this Agreement.
- 4.2.7.3. Contractor shall establish a written procedure, which must meet the approval of the Contract Manager, for monitoring the wear on the tip floors and repairing tip floors before the wear has progressed to the point that further wear could jeopardize the renewal of the floor surface or involve replacement of the steel reinforcement in the floor. Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement. The Transfer Stations floors shall each be resurfaced by Contractor at least once during the term of this Agreement.
- 4.2.7.4. Contractor shall maintain all of the systems and equipment at the Transfer Stations in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts (e.g., tires, filters, fluids and hoses). Systems and equipment include, but are not limited to, pressure washing system, odor control system, leachate system, exhaust fans, and the emergency generator.
- 4.2.7.5. Contractor shall maintain the grounds and landscaping of the Transfer Stations in neat, clean, and litter-free condition. This includes, but is not limited to, weekly, or as needed based on seasonality, mowing of the grounds and landscape service as seasonal vegetative growth requires. Contractor shall maintain storm water conveyance system (ditches). Contractor shall also be responsible for monitoring and collecting litter along access road(s) on a weekly basis at a minimum, and more often, if needed.
- 4.2.7.6. Contractor shall maintain and repair fencing, gates, lighting, and signage. Contractor shall maintain the security of the facilities, including the existing security system, of which the County owns and shall have full monitoring access.
- 4.2.7.7. Contractor shall be responsible for roadways and parking areas at the facilities, including repair, resurfacing, restriping, and any other maintenance needs.
- 4.2.7.8. Contractor shall be responsible for the cost of all improvements to the Transfer Stations that are necessary to operate effectively and efficiently, including all facility modifications, capital improvement, equipment maintenance, repairs, and purchases. Such improvements shall be made only upon prior written consent by the Contract Manager, which shall not be unreasonably withheld. Detailed documentation shall be submitted to the County with any request for such improvements.

4.2.7.9. Contractor shall take corrective action immediately to all requests by the Contract Manager to improve care and maintenance of Transfer Stations' grounds, buildings, equipment, and systems according to the terms of this Agreement. Contractor shall resolve all issues within three (3) Days, unless a different timeframe is agreed upon by the Contract Manager.

4.3. County Access

Contractor shall afford reasonable access at any reasonable time to the Transfer Stations by the County, its authorized agents or public authorities having regulatory jurisdiction over the facilities. Such visits shall be conducted in a manner so as to cause minimum interference with the performance of Contractor's responsibilities pursuant to this Agreement. All persons conducting such visits shall provide appropriate identification and shall comply with Contractor's established safety rules and regulations.

4.4. Transportation of Waste

Contractor shall be responsible for all transportation of Solid Waste, except White Goods and tires, once it has been accepted for disposal at the Transfer Stations to a Final Disposal Facility approved by the County. Contractor shall transport E-Waste to the County facility designated by Contract Manager. Contractor shall transport Recyclables to the Designated Facility.

4.5. Tip Fees

The County shall be responsible for the setting and collection of charges associated with all waste received at the Transfer Stations, except as provided herein.

4.5.1. Acceptable Waste

The rates charged for Acceptable Waste will be established by the County. If a waste load is too small to be accurately weighed by the Transfer Stations' scales, a flat rate shall be charged to the customer per vehicle as established by County ordinance No. 00-08 and any amendments thereto.

4.5.2. Construction and Demolition Debris

The County shall allow the Contractor to utilize the Transfer Stations to receive, consolidate, and transfer C&D material should the Contractor desire. The County shall charge the Contractor ten dollars (\$10.00) per Ton host fee for C&D material delivered to the Transfer Stations. This C&D material shall not be subject to any additional charges or costs, including tipping fees, by the County or Contractor, and it shall be the Contractor's sole responsibility for the transportation and disposal of such materials.

4.5.3. Cash Receipts

Customers not having a charge account with the County will pay for waste disposal at each time a load is taken to the Transfer Stations. The fees collected by the Contractor shall be based on the prices established by the County. The Contractor shall be responsible to receive payment from the customer and hold cash receipts in a safe location until the County makes collection, which will be daily, Monday through Thursday. The County shall reconcile the cash receipts to the WasteWorks reports. The Contractor shall be liable for any errors in collection of fees.

**ARTICLE 5. RECYCLABLES**

5.1. Designated Recycling Facility

The County shall determine the Designated Recycling Facility. The Designated Recycling Facility is the Emerald Coast Utility Authority's Material Recovery Facility located at Escambia County's Perdido Landfill, 13009 Beulah Road, Cantonment, FL 32533.

5.2. Materials Acceptance

- a. Beginning on the Commencement Date, Contractor shall transfer and deliver all Recyclables received at the Transfer Stations to the Designated Recycling Facility.
- b. Recyclables shall be transferred and delivered to the Designated Recycling Facility only during facility operating hours.
- c. The County reserves the right to add or delete Recyclable Materials as part of the County's Program Recyclables.

**ARTICLE 6. SOLID WASTE TRANSFER HAULING AND DISPOSAL**

6.1 Transfer Hauling

6.1.1 Contractor shall maintain a dedicated fleet of tractors and trailers that are designated to transfer haul solid waste and recyclables from the transfer stations to the Designated Disposal Facility and Designated Recycling Facility..

- a. Contractor shall purchase and/or lease, maintain, and repair all of the vehicles and equipment necessary to comply with the requirements of this Agreement. All vehicles and equipment must comply with all applicable federal and state commercial motor vehicle statutes. Contractor's vehicles and drivers shall be licensed in accordance with applicable law.
- b. All of Contractor's transfer haul vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- c. All of Contractor's vehicles must have an appropriate tarping system to prevent waste from blowing out of the bed of the transfer trailer.
- d. All vehicles used to provide Collection Service under this Agreement shall be equipped at all times with safety and other equipment mandated by federal and state law.
- e. Contractor shall have sufficient reserve vehicles and equipment available to complete daily routes. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the transfer trips. The reserve vehicles and equipment shall be in service within two (2) hours of any breakdown or delay of the frontline collection vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
- f. The County reserves the right to conduct periodic inspections of operations, vehicles, and equipment to ensure compliance with federal and state commercial motor vehicle statutes, as well as requirements of this Agreement.
- g. Contractor shall monitor, maintain and repair its transfer hauling equipment, at a minimum, in compliance with the manufacturer's recommendations and Applicable Law. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks.
- h. Contractor shall keep all collection vehicles and equipment cleaned.
- i. The County reserves the right, at its discretion, to require a tractor, trailer, or other equipment to be taken out of service for habitual maintenance issues.

6.2 Final Disposal

6.2.1. Designated Disposal Facility

The County shall determine the Designated Disposal Facility. The Designated Disposal Facility is Waste Management's Springhill Landfill located at 4945 Highway 273, Campbellton, Florida 32426.

6.2.2. Materials Acceptance

- a. Beginning on the Commencement Date, Contractor shall transfer and deliver all Solid Waste received at the Transfer Stations to the Designated Disposal Facility.
- b. Solid Waste shall be transferred and delivered to the Designated Disposal Facility only during facility operating hours.

6.3 Compliance with the law

Contractor shall ensure that the Designated Disposal Facility remains in full compliance with all local, state, and federal permitting requirements. Within one week of said notice, Contractor shall notify the County of any Notices of Violation or other actions issued against the Designated Disposal Facility by local, state, or federal regulators and keep the County informed of any on-going actions against the facility.

Contractor ensures the County that the Final Disposal Facility has adequate capacity to accept all of the County's current and anticipated waste stream for the life of the contract term (including extensions). On an annual basis, Contractor shall provide the County with a capacity analysis and report that shows the unused capacity at the Final Disposal Facility, projected fill rates, as well as any plans for future expansions in order to meet the Contractors disposal obligations.

**ARTICLE 7. PERSONNEL**

7.1. Contact Information

Within three (3) Days following the Effective Date, Contractor shall provide the Contract Manager with a written list containing the names, addresses, emails, and telephone numbers of Contractor's operations manager(s), service transition manager, and all other key personnel. Contractor shall identify emergency contacts with the ability to respond within sixty (60) minutes of being contacted by the Contract Manager, or other County representative. Contractor shall notify the County within twenty-four (24) hours of any staffing or contact information changes.

7.2. Employees

- a. Contractor shall implement and maintain a drug-free workplace program.
- b. Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the County.
- c. Contractor shall use competent, qualified, sober personnel to provide services pursuant to this Agreement.
- d. Contractor shall only utilize personnel in providing services pursuant to this Agreement that have passed criminal background checks.
- e. All of Contractor's personnel shall maintain a courteous and respectful attitude at all times. Contractor shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Contractor's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.
- f. Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of Contractor. Contractor's employees that have the potential to come into contact

with the public shall, at a minimum, have a uniform or shirt with company logo and a name tag. Contractor's employees shall wear the identification at all times while on duty.

- g. Contractor shall provide appropriate operating and safety training for all personnel, including meeting training requirements to meet all Applicable Law.
- h. Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- i. Contractor shall comply with all Applicable Law relating to wages, hours, and all other laws relating to the employment or protection of employees, now or hereafter in effect.
- j. Contractor shall, wherever possible, employ its personnel from residents of Okaloosa County.

**7.3. County's Right to Request Removal**

The County reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to Contractor. Notwithstanding the foregoing, Contractor shall not be required to take any action with regard to Contractor's personnel that would violate any Applicable Law.

**ARTICLE 8. RECORD KEEPING AND REPORTING**

**8.1. Record Keeping**

Contractor shall maintain records in accordance with generally accepted management principles and practices. The County shall have access to such books, records, data, documents, and other reports during normal operating hours. Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. The County shall have the right to perform audits of Contractor's records at the County's expense, whenever the County deems it necessary.

**8.2. Record Format**

Contractor records required herein shall be maintained in electronic format utilizing Microsoft software, or in a format approved by the Contract Manager.

**8.3. Daily Report**

Within one (1) Day of occurrence, Contractor shall electronically notify the Contract Manager of any of the events listed below, in a format approved by the Contract Manager, which may include use of the asset management reports, if applicable. If no such events occur, no notification is necessary.

- a. Collection services non-collection events as specified in Article 3.5.7.
- b. Incidences of personal injury or property damage, including vehicular damage, to public or private property by Contractor as specified in Article 3.8.4.3. and Article 4.2.6.13.
- c. Spillage and littering occurrences as specified in Article 3.8.5.2.

**8.4. Monthly Report**

Contractor shall electronically submit a report to the Contract Manager in a format approved by the Contract Manager, within seven (7) Days after the end of the month during the term of this Agreement. The report shall contain the following information for the previous service month:

- a. A summary of all calls as specified in Article 3.8.8.4. and Article 4.2.6.16.
- b. Repair, replacement, exchange, and asset management reports for all Roll Carts including information as specified in Article 3.8.12.4.
- c. List of customers receiving services for which the Contractor is billing (not based on cash receipts). The report should include customer name, address, material(s) collected, materials

collected (Solid Waste or Recyclables), container size, frequency of collection, and service fees, or any other information required by the Contract Manager.

- d. Vehicle and equipment list if changes in the fleet of vehicles and equipment occurred during the previous month.
- e. Documentation of all public education activities planned, initiated, or executed during the previous month as specified in Article 3.9.
- f. Contractor's failure to perform any of the requirements under section 8.4 shall be considered a breach of the Contract.

8.5. Annual Report

- a. Contractor shall provide to the County annually a certified financial statement and report that includes an income statement showing the gross revenue received by Contractor for all services provided by Contractor under this Agreement. The report must include the opinion of a Certified Public Accountant, who had conducted an audit of Contractor's books and records in accordance with generally accepted accounting standards which include tests and other necessary procedures, that the financial statements are fairly presented in all material aspects and in conformity with generally accepted accounting procedures. The report also must include the Certified Public Accountant opinion that Contractor has properly calculated and fully paid the revenues that are due and owing to the County pursuant to the provisions of this Agreement. The annual audit shall be delivered to the County within one hundred and twenty (120) Days after the end of the Contractor's fiscal year. The County may waive the requirement of an audited financial statement upon good cause.
- b. Contractor shall file an annual report with the County no later than thirty (30) Days following the close of the County's fiscal year (September 30). The annual report shall summarize the previous fiscal year's operations for all services provided pursuant to this Agreement including a discussion of operating issues that occurred during the year, anticipated operating system issues during the coming fiscal year, planned capital improvements if applicable, and any other information pertinent to services provided pursuant to this Agreement. The annual report should include the information regarding the maintenance and stewardship of the Transfer Stations, FDEP Permit, and any other related aspects of this Agreement. It shall also summarize the previous year's material recovery operations including the quantity of Recovered Materials, an analysis of the recovery process, process improvements, recovery goals for the coming fiscal year, and any other information pertinent to the recovery efforts.
- c. Contractor shall maintain a comprehensive preventative maintenance schedule and detailed maintenance records for all equipment and systems at the Transfer Stations. Contractor shall provide maintenance records upon request.
- d. No later than May 1 of each year beginning May 1, 2017, Contractor shall provide the Contract Manager with a report summarizing the total Tons of Recyclables received during the past Agreement year and the net tonnage diverted from disposal.
- e. Contractor's failure to perform any of the requirements under section 8.5 shall be considered a breach of the Contract.

8.6. Additional Information

Contractor shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement or the County's Solid Waste and Recyclables programs.

**ARTICLE 9. COMPENSATION**

**9.1. Residential Collection Service Fees**

Fees for Residential Collection Services are provided in Exhibit 1. Fees are subject to Fee adjustments set forth in Article 9.1.1. No additional fees or charges shall be billed by Contractor unless approved by the Board.

**9.1.1. Residential Collection Service Fees Annual Adjustment**

All unit fees set forth in Exhibit 1 shall remain the same through the first contract year of the Agreement. Notices to customers regarding fee adjustments must be approved by the County prior to being issued.

9.1.1.1. On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Service Fee shall be adjusted. The Residential Collection Services fee adjustment calculation shall be made as specified in Exhibit 4 and shall not exceed three percent (3%) of the previous year's Residential Collection Services fee.

**9.2. Transfer Station Operations Fee**

The Contractor shall invoice the County monthly for the acceptance and handling of Solid Waste and Recyclables received at the Transfer Stations. The fee per Ton to be paid to the Contractor is provided in Exhibit 1. The monthly tonnage to be invoiced shall be based on the inbound tons of Solid Waste and Recyclables received at the Transfer Stations pursuant to this Agreement. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5.

**9.3. Solid Waste Processing/Disposal Fee**

The Contractor shall invoice the County monthly for the transportation and Processing/Disposal of Solid Waste received at the Transfer Stations. The fee per Ton of Solid Waste to be paid to the Contractor is provided in Exhibit 1. The monthly tonnage to be invoiced shall be based on the outbound tons of Solid Waste pursuant to this Agreement. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5.

**9.4. Recyclables Delivery Fee**

The Contractor shall invoice the County monthly for the transportation and delivery of Recyclables to the Designated Recycling Facility. The fee per Ton of Recyclables to be paid to the Contractor for delivery of Recyclables is provided in Exhibit 1. The monthly tonnage shall be invoiced based on the outbound tons of Recyclables pursuant to this Agreement, and thereafter may be adjusted in accordance with Article 9.5. This fee shall take effect on the Commencement Date of this Agreement and shall continue without adjustment through September 30, 2018, and thereafter may be adjusted in accordance with Article 9.5

**9.5. Annual Fee Adjustment**

On October 1, 2018 and October 1 of each subsequent year during the term of this Agreement, the Residential Collection Services Fee, Transfer Station Operations Fee, Solid Waste Processing/Disposal Fee, and Recyclables Delivery Fee shall be adjusted as specified in Exhibit 4 and shall not exceed three percent (3%) of the previous year's fee.

**9.6. Change in Law Fee Adjustment**

Contractor may petition the County for an additional fee adjustment resulting from a Change in Law. Contractor's request shall contain substantial proof and justification to support the need for the fee adjustment. The County may request from Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) Days of receipt of the request and all other

additional information required by the County, the Contract Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the Board. The Board shall consider the request at a regularly scheduled meeting. If the Board approves the request, adjusted fees shall become effective upon the Board's approval. All notices to customers regarding fee adjustments must be approved by the County prior to being issued.

9.7. Limitation on Fee Changes

Contractor shall not be allowed a fee increase for any reason other than those expressly specified in this Agreement. Notwithstanding the foregoing, in the event that a federal, state, or local entity imposes a fee, charge, or tax after April 1, 2017 that applies to Contractor's operations, such fee, charge, or tax shall be treated as a Change in Law and shall be passed through as a separate billed item after notice to, and confirmation by, the County.

**ARTICLE 10. BILLING AND PAYMENT**

10.1. Collection Services

10.1.1. Residential Collection Service

10.1.1.1. The County shall provide billing and collection services for Residential Customers that are billed by the County Water and Sewer System. The Contractor will be charged a five percent (5%) administration fee deducted from the Contractor's portion of the Collection Component (does not include the County's remediation fee). On a monthly basis, by the fifteenth (15<sup>th</sup>) Day of the month, the County will remit to the Contractor the Contractor's portion of the Collection Component, less the five percent (5%) administration fee, for all accounts for which payment has been received.

10.1.1.2. Contractor shall be responsible for billing and collecting County established fees for the Collection Component and Disposal Component for those Dwelling Units not billed by the County. Contractor shall retain Contractor's portion of the Collection Component, which does not include the County's remediation fee. On a monthly basis, by the fifteenth (15<sup>th</sup>) Day of the month, the Contractor will remit to the County the remainder of the Collection Component (i.e., County remediation fee) and entire Disposal Component for all accounts for which payment has been received.

10.1.1.3. Contractor may remove Residential Customer's Roll Carts upon non-payment of two (2) consecutive months.

10.2. Transfer and Processing/Disposal

The County shall provide a report no later than the 10<sup>th</sup> day of each month for all Acceptable Waste, inbound and outbound, handled at the Transfer Stations during the previous month. The Contractor shall invoice the County for transfer station operations, Solid Waste processing/disposal, and Recyclables delivery, as set forth herein, for Acceptable Waste received at the Transfer Stations. The County shall pay such invoices within thirty (30) Days from the date of invoice or request additional information if adequate information is not provided.

**ARTICLE 11. PERFORMANCE BOND**

Contractor shall furnish to the County a performance bond issued by a surety licensed to do business in the State of Florida for the faithful performance of this Agreement and all obligations arising hereunder. The performance bond shall be made payable in favor of Okaloosa County, Florida, or in lieu thereof, pay to the County, the sum of Three Million Dollars (\$3,000,000). A complete bond shall be issued at least thirty (30) Days prior to the Commencement of this Agreement.

Failure to properly maintain the performance bond for the duration of this Agreement shall constitute a breach of performance.



**ARTICLE 12. LIQUIDATED DAMAGES**

**12.1. Basis for Liquidated Damages**

Contractor hereby acknowledges that it is difficult if not impossible for the County to ascertain the damages which could occur as a result of Contractor's failure to perform any of its duties under this Agreement. As such, the County may assess liquidated damages pursuant to this Article on a monthly basis in connection with this Agreement and shall at the end of the month during the term of this Agreement, notify the Contractor in writing of the County's intent to deduct liquidated damages for performance standard violations, including the basis for each assessment, from payments due or to become due to Contractor. Contractor shall be granted a ninety (90) day grace period, ending on July 1, 2017, during which time the County agrees not to access any liquidated damages.

**12.2. Dispute Resolution Process**

In the event the Contractor wishes to contest assessment(s), the Contractor shall, within five (5) Days after receiving such notice, request in writing an opportunity to be heard by the Contract Manager. The Contract Manager shall meet with Contractor as soon as practical and make a decision regarding the assessment(s). In the event the Contractor wishes to contest the Contract Manager's decision, the Contractor shall, within five (5) Days after being heard by the Contract Manager, request in writing an opportunity to be heard by the County Administrator. The County Administrator shall meet with the Contractor as soon as practical and make a decision regarding the assessment(s). The decision of the County Administrator will be final.

**12.3. Liquidated Damages Amounts**

The Contractor expressly waives and relinquishes any right to characterize the liquidated damages as a penalty. The Contractor agrees that the liquidated damages established herein represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to perform work in a timely manner. The Contract Manager may assess liquidated damages as listed herein, which shall be subtracted from the monthly payment to the Contractor:

<b>Performance Standard Violation</b>	<b>Liquidated Damages</b>
Failure to deliver collected materials to a Designated Facility. (Article 3.7.)	1 <sup>st</sup> occurrence = \$1,000 2 <sup>nd</sup> occurrence = \$5,000 3 <sup>rd</sup> + occurrences = \$10,000 per occurrence
Mixing collected materials within a single load. (Article 3.8.1.)	\$5,000 per occurrence
Failure to submit to the County all plans, reports, or other documents in the time required under the provision of this Agreement unless otherwise approved by the Contract Manager.	\$100 per incident per Day after due date
Failure to comply with the hours and days of operation. (Articles 3.5. and 4.2.4.)	\$100 per occurrence per Day
Failure to complete each route on the regularly scheduled day except when such completion is made impossible by weather or other conditions, as determined by the Contract Manager.	\$250 per route per Day
Failure to resolve complaints or missed pickups within the specified time frame. (Articles 3.8.8.2. and 3.8.8.5.)	\$100 per unresolved missed pickup or complaint per Day
Failure to clean spillage, leakage, or blowing of material (oil, hydraulic fluid, Solid Waste, Recyclables, etc.) within twenty-four (24) hours. (Article 3.8.5.2.)	\$100 per occurrence per Day per incident
Failure to have vehicle operators properly licensed. (Article 3.8.6.2.)	\$100 per incident per Day

Failure to maintain a local customer service office for the hours required. (Article 3.8.7.1.)	\$100 per incident per Day
Route change not previously approved by Contractor Manager. (Article 3.8.2.1.)	\$100 per incident per Day
Failure of provide proper identification on vehicles. (Article 3.8.11.)	\$100 per incident per Day
Failure to repair damage to public or private property within timeframe required by this Agreement or as approved by the Contract Manager. (Articles 3.8.4.4. and 4.2.6.13.)	\$100 per incident per Day
Failure to repair, replace, or deliver a Roll Cart or recycling bin within three (3) business days of request. (Article 3.6.2.7)	\$50 per incident per Day
Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 3.5.7.)	\$50 per occurrence
Complaints, not including missed collections, over ten (10) per Day.	\$100 per incident (in addition to other liquidated damages above)
Complaints, not including missed collections, over fifteen (15) per month.	\$100 per incident (in addition to other liquidated damages above)
Failure to provide vehicle turnaround time of twenty (20) minutes or less. (Article 4.2.6.10.)	\$25 per occurrence
Failure to test scales during specified timeframe. (Article 4.2.6.3.)	\$5,000 per occurrence
Failure to remedy a NOV within specified timeframe. (Article 4.2.3.3.)	\$5,000 per occurrence
Failure to update tare weights within specified timeframe. (Article 4.2.6.4.)	\$100 per occurrence
Mixing Non-contaminated Recyclables with Solid Waste (Article 4.2.6.5.)	\$5,000 per occurrence
Failure to remove Solid Waste from the tipping floor in accordance with Contractor's operating permits. (Article 4.2.6.6.)	\$500 per occurrence
Failure to maintain maintenance records. (Article 4.2.7.1.)	\$500 per occurrence
Failure to submit timely records and reports. (Article 8.)	\$100 per Day late
Failure to make timely payment to the County. (Article 10.)	\$100 per Day late

12.4. Exemptions from Liquidated Damages

Contractor shall not be liable for liquidated damages because of any delays in the performance due to uncontrollable circumstances as defined in Article 1 of this Agreement.

**ARTICLE 13. TERMINATION**

13.1. Termination for Cause

The County may terminate this Agreement, except as otherwise provided below in this paragraph, by giving Contractor fifteen (15) Days advance written notice, upon the happening of any one of the following events:

- a. If more than Seven Thousand Five Hundred Dollars (\$7,500) in liquidated damages have been assessed within the same calendar year; or,
- b. Contractor takes the benefit of any present or future insolvency state, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal 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,
- c. By order or decree of a court, 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 Contractor seeking its reorganization or the readjustment of indebtedness under federal bankruptcy laws or under any law of statute of the United States or any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- d. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession of control shall continue in effect for a period of sixty (60) Days; or,
- e. Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

Then such shall be considered a material breach of this Agreement and the Contract Manager shall notify Contractor in writing of the breach. If within a period of fifteen (15) Days Contractor has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board.

After these fifteen (15) Days the County can cause Contractor to be obligated to pay the County the amount specified in the bond and has the authority to terminate this Agreement.

#### **ARTICLE 14. INSURANCE**

##### **14.1. Contractor's Insurance**

- a. Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- b. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- c. All insurance shall include the interest of all entities named in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- d. "Okaloosa County" shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- e. The County shall be furnished proof of coverage by Certificates of Insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the Contract Manager not less than ten (10) Days prior to the commencement of any and all contractual agreements between the County and Contractor.

- f. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-Day notice to Contractor.
- g. The insurance definition of Insured or Additional Insured shall include Subcontractors, Sub-subcontractors, and any associated or subsidiary companies of Contractor, which are involved, and which is a part of this Agreement.
- h. The County reserves the right at any time to require Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- i. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of this Agreement and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- j. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) Days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the Contract Manager.

14.2. Workers' Compensation Insurance

- a. Contractor shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, Contractor shall require subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) Days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
- b. Such insurance shall comply with the Florida Workers' Compensation Law.
- c. No class of employee, including Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

14.3. Business Automobile and Commercial General Liability Insurance

- a. Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- b. Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both on- and off-Premises operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
- c. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, Contractor shall notify the Contract Manager in writing. Contract Manager shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- d. Commercial General Liability coverage shall be endorsed to include the following:
  - Premises – Operations Liability;
  - Occurrence Bodily Injury and Property Damage Liability;
  - Independent Contractor's Liability; and,

- Completed Operations and Products Liability.

- e. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond the termination or expiration of this Agreement.

14.4. Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

	<u>LIMIT</u>
A. Worker's Compensation	
(1) State	Statutory
(2) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Pollution Liability	\$10,000,000 each occurrence

14.5. Notice of Claims and Litigation

Contractor agrees to report to the County any incident or claim that results from performance of this Agreement. The Contract Manager shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) Days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) Days of verbal notification.

14.6. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional, wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. If the County is required to take any action to enforce this Agreement, or defend or bring suit in accordance with any terms, conditions or actions that are a result of this Agreement, Contractor shall be responsible for all costs including reasonable attorney's fees. Nothing in this Agreement shall waive the County's rights and immunities pursuant to 768.28, Florida Statutes, or any like Statute.

14.7. Certificates of Insurance

- a. Certificates of Insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
5479-A Old Bethel Road  
Crestview, Florida 32536

- b. All policies shall expressly require thirty (30) Days written notice to the County at the address set out above, for the cancellation or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- c. All certificates shall be subject to the County's approval of adequacy of protection and the satisfactory character of the Insurer.

- d. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- e. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the County will only be provided upon demonstration that Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- f. In the event of failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

14.8. General Terms

- a. Any type of insurance or increase of limits of liability not described above which Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- b. The carrying of the insurance described shall in no way be interpreted as relieving Contractor of any responsibility under this Agreement.
- c. Should Contractor engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- d. Contractor hereby waives all rights of subrogation against the County and its consultants and other indemnities of Contractor under all the foregoing policies of insurance.
- e. The requirement to list the County as additional insured shall be limited to the extent of Contractor's indemnity obligation.

14.9. Umbrella Insurance

Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**ARTICLE 15. OTHER TERMS AND CONDITIONS**

15.1. Uncontrollable Circumstances

A party to this Contract shall not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of uncontrollable circumstances, as defined in Art. 1 of this Agreement. However, if the uncontrollable circumstances occur, the affected party shall, as soon as practicable:

- a. Notify the other party of the Uncontrollable Circumstances and its impact on performance under this Agreement; and
- b. Use reasonable efforts to resolve any issues resulting from the Uncontrollable Circumstances and perform its obligations under this Agreement

15.2 Compliance with Laws, Governing Law, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall exclusively be in Okaloosa County, Florida. Contractor shall comply with all rules and regulations, Federal, State, and Local laws to include all codes and ordinances,

which are now, or may from time to time, be promulgated by the County concerning the Solid Waste and Recyclables collection for the County.

15.2. Modifications

Any modifications to this Agreement must be in writing and executed by both parties.

15.3. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

15.4. Independent Collector

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

15.5. Subcontractors

This Agreement, in whole or in part, may not be subcontracted by Contractor without the written consent of the County, provided that such consent shall not be unreasonably withheld. Contractor agrees that any Subcontractor employed by Contractor shall be required to comply with the terms and conditions of this Agreement and Contractor shall be responsible for ensuring said compliance. Changes to approved Subcontractors require written consent of the County.

15.6. Permits and Licenses

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any revocation of Contractor's licenses or permits shall be reported to the County within three (3) Days of such revocation.

15.7. Non-Discrimination Provisions

Contractor shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said Contractor's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, Contractor shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Contractor warrants that it is qualified to enter into this Agreement in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes.

Contractor shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

15.8. Remedies Cumulative

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

15.9. Assignment

Contractor may not assign its interest in this Agreement without the express written consent of the County, which will not be unreasonably withheld.

15.10. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15.11. Entire Contract, Waivers, and Survival

This Agreement and all attachments as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the Agreement thereafter to enforce and or require performance of such provisions.

All of Contractor's obligations under this Agreement shall survive the termination of this Agreement.

15.12. Public Records

**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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 5479B OLD BETHEL ROAD, CRESTVIEW, FL 32536, PHONE (850) 689-5977, [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us) OR [KKing@CO.OKALOOSA.FL.US](mailto:KKing@CO.OKALOOSA.FL.US)**

Contractor acknowledges that as it is performing services on behalf of the County, that it is subject to the Florida Public Records Law. The Contractor shall maintain all records generated and received as part of its services under this Contract in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes. Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. 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 County.



4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with a public records request, including within a reasonable time period, will be considered a breach under this Agreement and may result in termination of the Agreement.

15.13. Notice

All notice required by this Contract shall be in writing to the representatives listed below:

The Contract Manager shall be:

Director, Public Works Department  
1759 South Ferdon Boulevard  
Crestview, FL 32536

The authorized representative of the Contractor shall be:

David Myhan, Vice President  
108 Hill Ave. NW  
Fort Walton Beach, FL 32548

And

Waste Management Southern Office  
Legal Department  
1850 Parkway Place, Suite 600  
Marietta, GA 30067

Courtesy Copies to:

Okaloosa County Purchasing Department  
Contracts & Leases

5479-A Old Bethel Road  
Crestview, Florida 32536

850-689-5960/ 850-689-5998 (FAX)

Okaloosa County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
Phone 850-651-7515

Chairman  
Okaloosa County Board of County Commissioners  
302 W. Wilson Street  
Crestview, FL 32536  
Phone 850-689-5030

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

All notices and consents required or permitted by this Contract shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed to the above individuals.

15.14. Taxes & Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

15.15. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 1st day or March, 2017.

OKALOOSA COUNTY

ATTEST:

By: Carolyn N. Ketchel

Name: Carolyn N. Ketchel

Title: Chairman of the Board of  
County Commissioners



By: J. D. Peacock, II

Name: J.D. Peacock, II

Title: Clerk of Courts



WASTE MANAGEMENT INC. OF FLORIDA

WITNESS:

By: David Myhan

Name: DAVID MYHAN

Title: VICE PRESIDENT

By: Jim M. Busby, Jr.

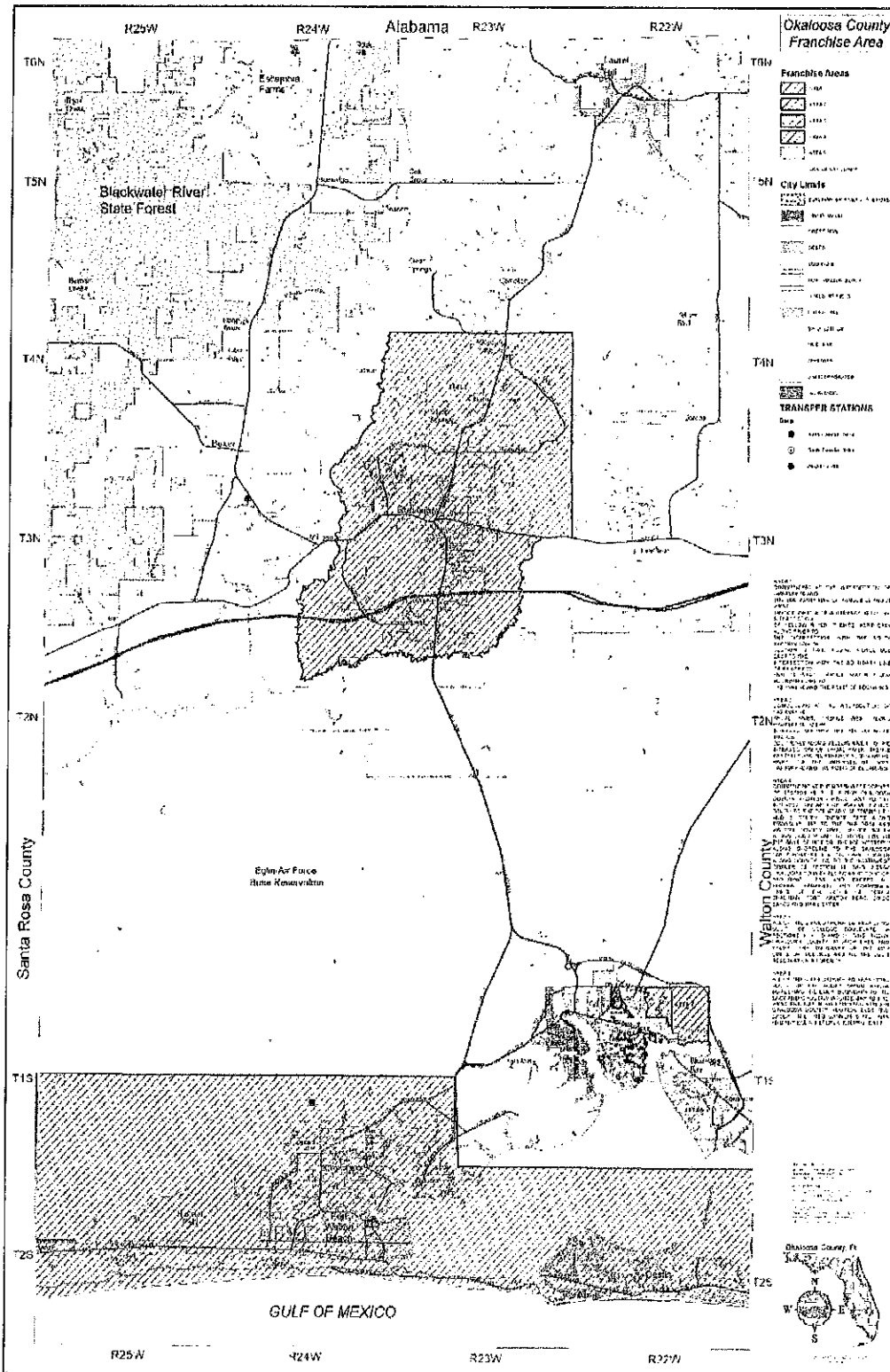
Name: Jim M. Busby, Jr.

Title: Analyst

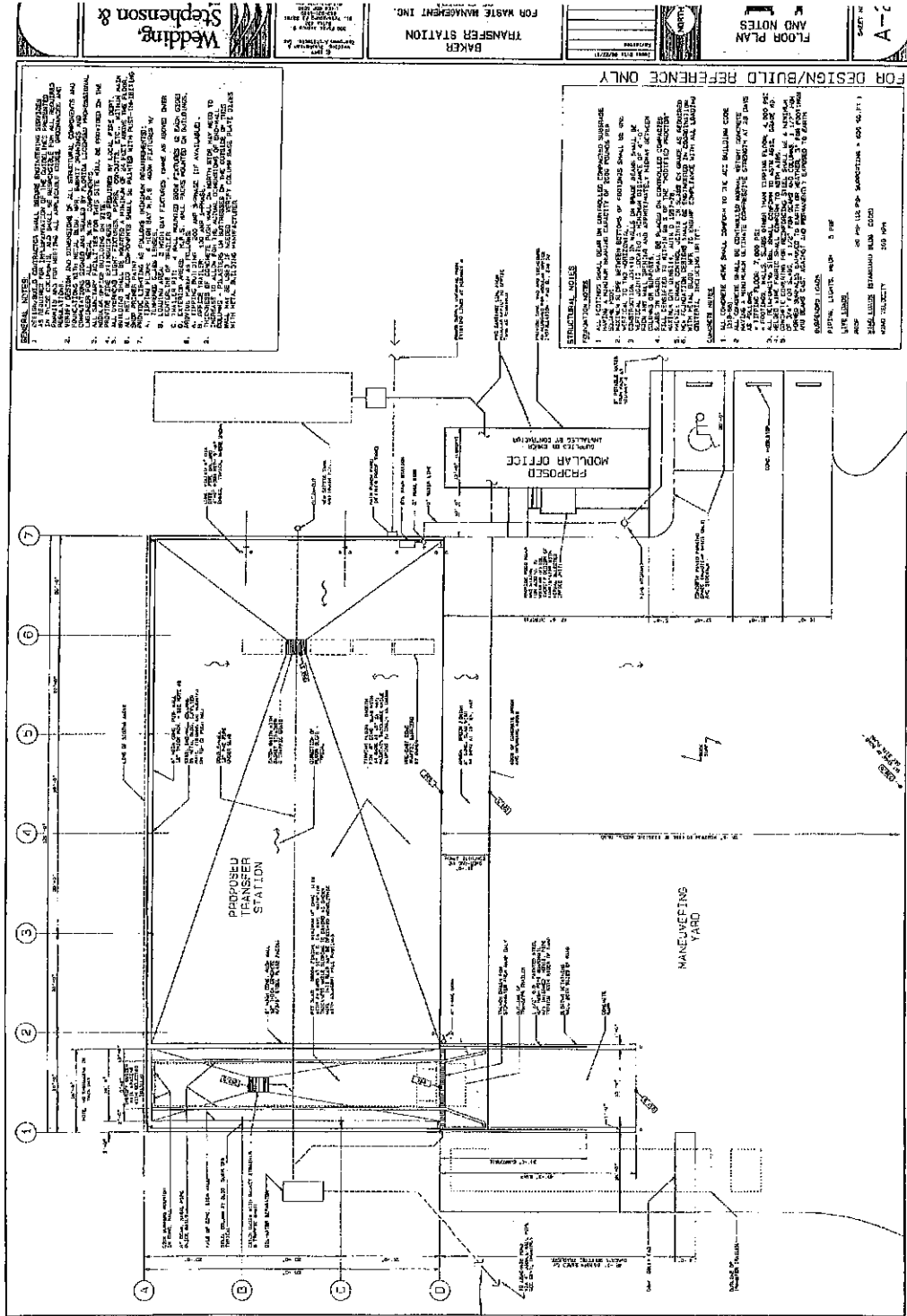
**EXHIBIT 1 – FEES FOR RESIDENTIAL COLLECTION SERVICES, TRANSFER STATION OPERATIONS, SOLID WASTE PROCESSING / DISPOSAL, AND RECYCLABLES DELIVERY**

Solid Waste Collection (including bulk waste) 2x per week	\$9.25 per unit per month
Recycling Collection 1x per week	\$3.31 per unit per month
Yard Trash Collection 1x per week	\$4.69 per unit per month
<b>TOTAL</b>	<b>\$17.25 per unit per month</b>
Contractor rate for servicing Residential Customer's 2nd Solid Waste Roll Cart (\$ per month)	\$8 each
Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week	\$175 call out charge plus \$10 per cubic yard
Transfer Station Operations Fee	\$7.65 per ton
Haul & Disposal of Solid Waste	\$34.10 per ton
Haul & Delivery of Recyclables	\$13.43 per ton

EXHIBIT 2 – SERVICE AREA







**GENERAL NOTES**

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
3. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS. ALL STRUCTURES SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).
5. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH.
9. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
10. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH.
11. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
12. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH.
13. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.
14. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH.
15. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.

**STRUCTURAL NOTES**

1. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS.
2. ALL STRUCTURES SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
3. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
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14. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED TO THE REQUIRED DEPTH.
15. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITION.

#### **EXHIBIT 4 – CALCULATION OF RATE ADJUSTMENT**

##### **Rate Adjustment for Residential Collection Service Fee, Transfer Station Operations Fee, Haul and Processing / Disposal Fee, and Recyclables Delivery Fee**

The annual rate adjustment for the Residential Collection Service Fee (including fees for solid waste collection, recyclables collection, yard trash collection, 2<sup>nd</sup> solid waste car collection, and bulk waste collection in excess of contract limits), Transfer Station Operations Fee, Haul and Processing / Disposal Fee, and Recyclables Delivery Fee shall be calculated using the CPI-U (CPI for All Urban Consumers, south region) with a maximum annual increase of three percent (3%). Total rate adjustment is rounded to the nearest hundredth and shall never be negative or exceed three percent (3%) of the previous year's respective fee.

If any of the designated indices are discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

**EXHIBIT 5 – Technical Specifications for Roll Carts**

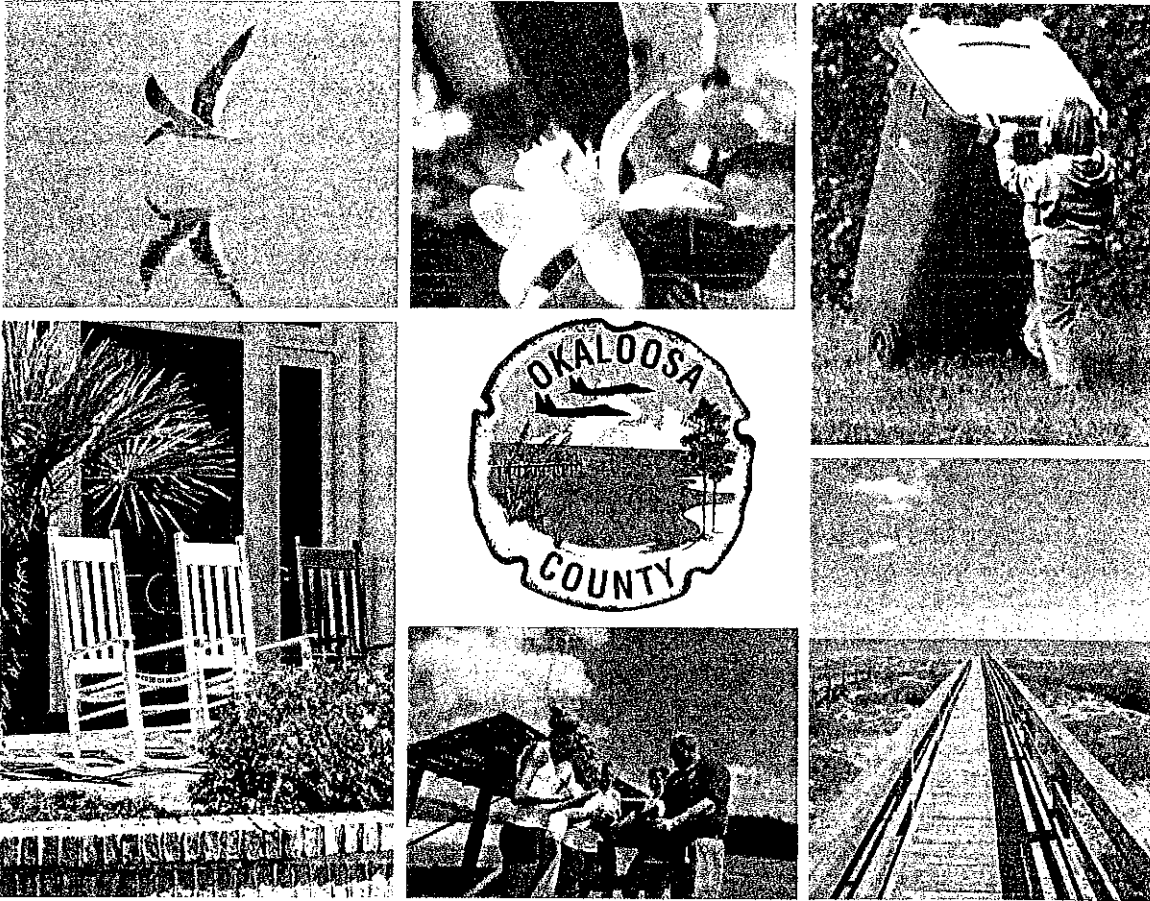
Following are minimum requirements for the Roll Carts as required within the scope of this Agreement.

<b>Construction and Design</b>	<ul style="list-style-type: none"> <li>• Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulation, and laws pertaining to this product.</li> <li>• Roll Carts must be produced by a major manufacturer.</li> <li>• Roll Carts must be universal and compatible with and capable of withstanding all U.S. industry-standard semi-automated and fully-automated collection systems.</li> <li>• The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable.</li> <li>• Roll Carts must be designed to prevent the Roll Cart from falling into the truck hopper when lifted and turned upside down using a semi-automated collection system.</li> <li>• Interior and exterior of Roll Cart body must be smooth and uniform in appearance, and must be free of pockets, recesses, or significant intrusions that could trap debris.</li> <li>• The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening.</li> <li>• The Roll Cart must be manufactured with a foot operated tilt feature designed into the axle area to facilitate easy tipping.</li> </ul>
<b>Size (Capacity)</b>	<ul style="list-style-type: none"> <li>• Three different sized Roll Carts are required: (marketed volume)               <ul style="list-style-type: none"> <li>○ Large = 94-96 gallon</li> <li>○ Medium = 64-66 gallon</li> <li>○ Small = 32-35 gallon</li> </ul> </li> </ul>
<b>Materials</b>	<ul style="list-style-type: none"> <li>• Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene.</li> <li>• Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be:               <ul style="list-style-type: none"> <li>○ 30 pounds or greater for large Roll Cart</li> <li>○ 22 pounds or greater for medium Roll Cart</li> <li>○ 15 pounds or greater for small Roll Cart</li> </ul> </li> <li>• Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material.</li> <li>• All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive with no less than two fifths of one percent (.4%) by weight.</li> </ul>
<b>Body</b>	<ul style="list-style-type: none"> <li>• The body of the Roll Cart must be one piece.</li> <li>• The Roll Cart wall and bottom thickness must be a minimum of .150 inches for injected molded carts. For carts manufactured through a rotational molding process, wall thickness must have a minimum nominal wall thickness of .172" throughout the cart.</li> <li>• The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip.</li> <li>• The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.</li> </ul>



<p><b>Lid</b></p>	<ul style="list-style-type: none"> <li>• Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable.</li> <li>• Lids must be watertight, prohibit vectors from entering, and odor emission from exiting.</li> <li>• The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</li> <li>• The lid must be hinged to open by gravity to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart.</li> <li>• Lids must be designed to be easily removed in the event of damage or failure. Lid latches are unacceptable.</li> </ul>
<p><b>Handle</b></p>	<ul style="list-style-type: none"> <li>• Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart.</li> <li>• The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.</li> </ul>
<p><b>Wheels/Axle</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered.</li> <li>• Wheels shall be snap-on or attached in a way that prevents unintended detachment.</li> <li>• Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts.</li> <li>• Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers.</li> <li>• The wheels and axle must be rated to meet and exceed load requirements of 3.5 pounds per gallon.</li> </ul>
<p><b>Stability</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be stable and self-balancing when in the upright position, whether loaded or empty, and maintain stability when returned to the ground at the end of the dumping cycle.</li> <li>• Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.</li> </ul>
<p><b>Color</b></p>	<ul style="list-style-type: none"> <li>• Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable.</li> <li>• The Solid Waste Roll Cart and lid shall be a color specified by the County with black wheels.</li> <li>• The Recycling Roll Cart and lid shall be a color specified by the County with black wheels.</li> <li>• The final color section must be approved by the County prior to manufacturing.</li> </ul>

<p><b>Markings</b></p>	<ul style="list-style-type: none"> <li>• Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color.</li> <li>• An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the County.</li> <li>• A Okaloosa County logo and Recycling logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following working in 1 inch lettering on the lid:                         <ul style="list-style-type: none"> <li>○ Property of Okaloosa County.</li> <li>○ Instructions for which side of the Roll Cart must face the street for collection.</li> <li>○ Recycling Roll Cart lids must include program instructions as determined by the County.</li> <li>○ Any other ANSI and regulatory labeling required.</li> </ul> </li> <li>• The County must approve all markings prior to the manufacturing of the Roll Carts.</li> </ul>
<p><b>Warranty</b></p>	<ul style="list-style-type: none"> <li>• Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the County at the expiration of this Agreement.</li> <li>• The warranty must be unconditional and non-prorated providing the County with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or assembly and distribution of the Roll Carts.</li> <li>• Warranty is understood to include the following coverage:                         <ul style="list-style-type: none"> <li>○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body.</li> <li>○ Damage to the body, the lid, or any component parts through opening or closing the lid.</li> <li>○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed.</li> <li>○ Failure of the body and lid to maintain its original shape.</li> <li>○ Wear through of Roll Cart bottom so that it leaks liquid.</li> <li>○ Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>○ Failure of any part to conform to minimum standards as specified.</li> </ul> </li> </ul>



# Okaloosa County

Solid Waste and Recyclables Collection,  
Transfer, and Processing/Disposal

*Community and environmental stewardship at its best.*

November 10, 2016

Katie Cowen, Okaloosa District Manager

kcowen@wm.com | 850-301-2829

Ronnie Bell, Public Sector Sales Representative

rbell9@wm.com | 850 324 8137

ORIGINAL



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# Cover Letter

November 10, 2016

Chairman Kelly Windes  
County Commissioners  
RFP Review Committee Members  
1250 N. Eglin Parkway  
Suite 100  
Shalimar, FL 32579

Re: RFP 81-16 Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal

Dear Chairman Windes, County Commissioners, and RFP Review Committee Members:

Waste Management Inc. of Florida (Waste Management) is pleased to submit this proposal for Solid Waste Management Services to include collection, recycling, transfer station operations, transfer, processing and disposal. We appreciate the opportunity given to Waste Management to demonstrate our willingness and ability to provide our high level of service to the citizens of Okaloosa County.

Community partnerships are important to Waste Management. We have worked with you, the other Commissioners, County staff and your community to understand your needs, customize the solid waste proposal per your specifications and build in cost efficiencies. You can rely on us for high-quality solutions to protect your residents, comply with increasingly complex governmental regulations and benefit local businesses and non-profit organizations.

Locally, Waste Management:

- Provides top wages and benefits for our 80 employees who live and work in Okaloosa County and the surrounding communities.
- Is responsible for an annual payroll of nearly \$4 million.
- Owns and operates Springhill Landfill, located on 629 acres in Jackson County, FL, of which 228 acres are permitted for waste disposal. This state-of-the-art facility provides electricity for several thousand homes by converting the methane gas to electricity. Okaloosa County's solid waste is currently transported and disposed of at Springhill Landfill. Additionally, the landfill is certified by the Wildlife Habitat Council.
- Delivers waste collection, recycling, and disposal services to many surrounding communities. Waste Management currently has long standing relationships with your county, as well as the neighboring counties of Jackson, Santa Rosa, Walton and Washington. In addition, Waste Management has long standing agreements with the cities of Niceville, Shalimar, Cinco Bayou, Mary Esther and several other communities across Northwest Florida and South Alabama, providing a stable foundation for any municipality seeking waste management services.

Nationally, Waste Management:

- **Waste Management is SAFE.** We lead our industry and country in safety. Our drivers are drug free and safety conscious.

- Waste Management is **RELIABLE**. We have the largest fleet of waste collection trucks and disposal resources in America. We respond to natural or man-made disasters almost immediately with extra equipment, personnel and services.
- Waste Management is **INNOVATIVE**. We provide leading technology in the waste industry. We invest in new technologies that provide better solutions ensuring future generations will have a cleaner, greener world.
- Waste Management is the **NATION'S LEADING ENVIRONMENTAL SOLUTIONS COMPANY**. Okaloosa County can rely upon our expertise in complex environmental regulations.

The process used to create this response has entailed much more than putting words on paper. Waste Management has maintained an active interest in understanding the unique circumstances associated with servicing Okaloosa County.

Therefore, we invite you to closely review our performance in Okaloosa County and the neighboring communities. We ask that you visit with or call their staff or elected officials. There is a reason why Waste Management has continuously been selected to serve as the provider of waste collection and disposal services for more than 40 consecutive years in much of Florida and for at least the past 25 years in Okaloosa County.

Waste Management has read and reviewed the RFP and we understand the requirements/scope of the services/specifications listed in the RFP.

Waste Management looks forward to negotiating an agreement with the County that is acceptable to both parties. Specifically, Waste Management proposes negotiated changes to the termination for convenience clause as well as the annual CPI cap of 2%.

Respectfully,



David Myhan  
Vice-President  
Waste Management Inc. of Florida

## **WM and Okaloosa County: A 25 Year Commitment**

Waste Management Inc. of Florida has provided exceptional residential collection service for Okaloosa County for nearly 25 years. Okaloosa's residents are familiar with Waste Management's dedicated employees. The County understands the value of consistency and can count on us day in and day out, as they have for nearly 25 years.

Waste Management has a proven track record of high quality performance, a superior asset network, recognized and tested expertise, and is backed by the financial resources of the nation's leader in solid waste management. We believe you will conclude that Waste Management can fulfill and exceed the expectations that the RFP has established. What's more, we have the right people for the job. We are confident in stating that our local team has more experience servicing customers throughout the County than any other proposer.

Waste Management's Ft. Walton Hauling District is one of the largest and well-equipped solid waste hauling operations in the area. Many of our employees are long-term employees having been with us for over 20 years. We have been very successful in attracting and retaining dedicated employees that live in and contribute to Okaloosa County. Waste Management's dedicated team of professionals is excited to continue another long and successful contract with the County.

## **Okaloosa County Can Count on Waste Management**

Waste Management is dedicated to a constant, two-way dialogue with our Okaloosa County customers to make our business, the company and the community more sustainable. That means not only sharing information on our services to the County and accepting input, but also listening to what that feedback has to offer sustainability goals, our business and the community as a whole.

We know that businesses in Okaloosa County negotiate their trash and recycling services on the open market. When County commissioners considered issuing a request for proposals to award exclusive commercial collection rights to a single provider in 2016, many business owners wrote to the commission requesting that the market stay open because they enjoyed the great service Waste Management provides and appreciated their long-term relationships with local Waste Management staff. Many signed a resolution opposing the plan. After members of the businesses community also spoke out against exclusivity at an Aug. 4 meeting, the commissioners ruled against the plan, meaning the commercial market will remain open.

We believe that this is a testament to how much our customers appreciate the services we provide. We intend to continue this same level of dedication to the residents of Okaloosa County.

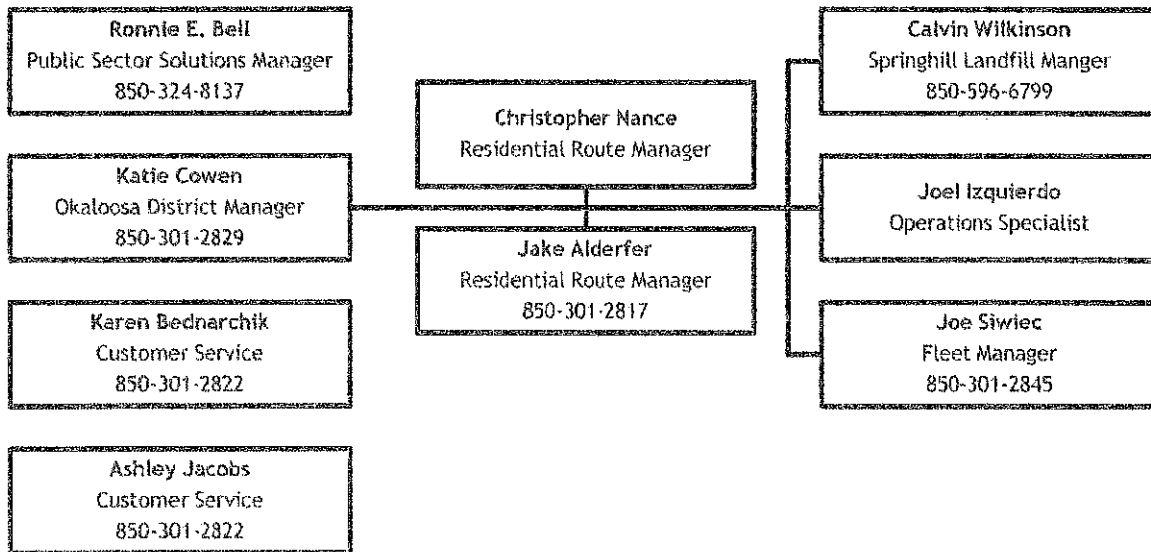
# Tab 1: Technical Proposal

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP. The County is looking for proposals that maintain a high level of customer service while maximizing diversion, efficiency, and cost-effectiveness.

## Project Organization

Proposer shall present the system-wide approach to this project. Proposer shall include a project organization chart for all services proposed indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Any joint venture partners and/or subcontractors shall be clearly identified.

Waste Management is proud to propose the local management team and the approach to providing the solid waste collection, disposal, recyclables, yard trash and bulk waste for Okaloosa County. Waste Management is the current contractor for Okaloosa County and has provided service to the county for at least 25 years. Our personnel are familiar with Okaloosa County, the elected officials, staff and most importantly the residents and commercial establishments. The following persons will continue to serve as key personnel in the performance of this contract for Okaloosa County. If someone is on vacation, sick or injured, back up personnel are available to make sure the job is completed.



Asst. Drivers	Rear Load Drivers	Technicians
Cedric Bates - 22 years	Debera Smith - 9 years	Robbin Sees - 33 years
Joseph Williams, Jr. - 21 years	Victor Navedo - 8 years	Chris Merrill - 29 years
Bryan Collier - 21 years	Alexander Britt - 1 year	Walter Raza - 28 years
James Goins - 20 years	Elliot Wilson - 1 year	Horst Steinkam - 15 years



ASL Drivers	Rear Load Drivers	Maintainers
Sebran Nelson - 15 years	Trinity Cunningham - 1 year	David Spear - 12 years
Martin Guerrero - 12 years	Merle Funk - 13 years	Tommy Ross - 12 years
Troy Harding - 8 years	Aundre Stallworth - 5 years	Kyle Corbin - 3 months
Michael Fritz - 6 years	Paul Dubois - 3 years	
Eugene Hammons - 6 years	Elliot Lambert - 1 year	
Earnest Chaney - 2 years	Damiond Jefferson - 1 year	
	Stephen Nelson - 1 year	

## Collection Services

1) Proposer shall explain how it plans to provide the Residential Collection Service as described herein. At a minimum, Proposer shall describe the primary methods by which Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste will be collected, including level of automation (manual rear load, semi-automated rear or side load, fully-automated side or front load); a list of the types (make, model, and fuel used) and number of vehicles that would be used to provide collection services; number of collection and customer service staff; and how materials would be handled following collection.

Okaloosa County residents are served by two local Customer Service Representatives, Ms. Karen Bednarchik and Mrs. Ashley Jacobs. These two ladies are the friendly voices and smiling faces customers hear or see when they have a question. Both ladies work out of the Ft. Walton Beach office. Karen has been with WM for 20 years and Ashley has been here 11 years. These two ladies handle customer questions or issues. Waste Management will continue to utilize Karen and Ashley as our front-line customer service representatives for Okaloosa County. If either is out due to illness, vacation or some other reason they are backed up by our Regional Call Center.

WM will utilize 12 ASL trucks to collect residential MSW and residential recyclables. WM will utilize 14 REL trucks to collect yard waste and bulk waste.

Some of these trucks will be used as front line trucks and some will be backup units, but all are no older than three (3) years. All residential MSW and recyclables will be delivered to the appropriate Transfer Station (TS), either in Ft. Walton Beach or Baker. Listed below are the trucks to be used under the Okaloosa County contract:

**Automated Side Load Trucks (ASL):**

Unit	Year	Make	Model
104329	2013	Autocar	ACX
104330	2013	Autocar	ACX
104331	2013	Autocar	ACX
104332	2013	Autocar	ACX
104333	2013	Autocar	ACX
104334	2013	Autocar	ACX
104335	2013	Autocar	ACX
104336	2013	Autocar	ACX
104337	2013	Autocar	ACX
104338	2013	Autocar	ACX
104339	2013	Autocar	ACX
104340	2013	Autocar	ACX

**Rear Load Trucks (REL):**

Unit	Year	Make	Model
311805	2013	Freightliner	M2112
311807	2013	Freightliner	M2112
311808	2013	Freightliner	M2112
311856	2013	Freightliner	M2112
311857	2013	Freightliner	M2112
311858	2013	Freightliner	M2112
311859	2013	Freightliner	M2112
312069	2014	Freightliner	M2112
312045	2014	Freightliner	M2112
312071	2014	Freightliner	M2112
312072	2014	Freightliner	M2112
312073	2014	Freightliner	M2112
312074	2014	Freightliner	M2112
312075	2014	Freightliner	M2112

2) Proposer shall explain how it would transition into providing these services and how it would maintain customer service and satisfaction throughout the term of this Agreement. Proposer shall provide a basic transition timeline.

Waste Management does not see an issue with transitioning into either Option # 1 or Option # 2 as we already have established routes and our personnel are familiar with the area requested to be serviced in the RFP. Like any operation we may take this opportunity to tweak some of our routes, but if routes are changed, we will contact customers and make sure they are aware of any change to days of service.

Waste Management will deliver all new carts during the 30 to 45 day period, prior to the contract start date. In the event Option # 2 is chosen, Waste Management would provide detailed routing information as well as customer notification at least 30 days prior to the contract start date. Waste Management personnel will work directly with designated County officials to transition into the new terms of the contract and modifications required for either option. In the event there is an increased call volume due to the transition and increased customer inquiries, our regional call center will assist our two local customer service representatives with residential calls.

3) Proposer shall describe the Radio Frequency Identification (RFID) based service (or similar technology) verification and asset management technology/systems it intends to use. Proposer shall describe in detail how it plans to record, manage, and report information, and include the use of RFID-based systems in satisfying reporting requirements. Proposers are encouraged to submit examples of report formats.

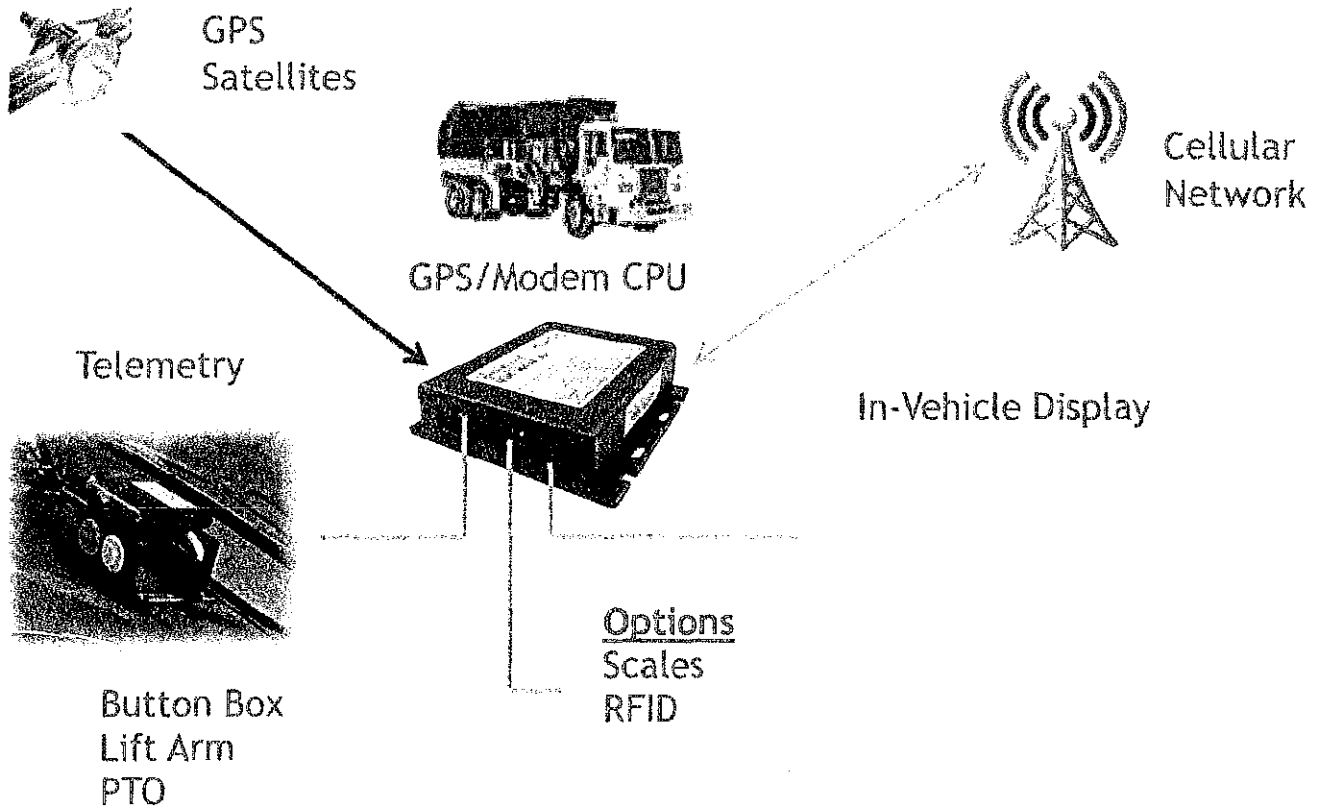
Waste Management will utilize AIR-TRAK for the required RFID services required in the RFP. Included in this document are results of the initiated program in Charlotte, North Carolina and additional information requested per the RFP on the RFID program and provider Waste Management will utilize in Okaloosa County. The AIR-TRAK representative working with Waste Management on the Okaloosa County account will be Rick Iverson.

### Air Trak RFID Program

Air Trak was founded in 1999 and is the price and performance leader of GPS vehicle tracking services for the solid waste & recycling industry.

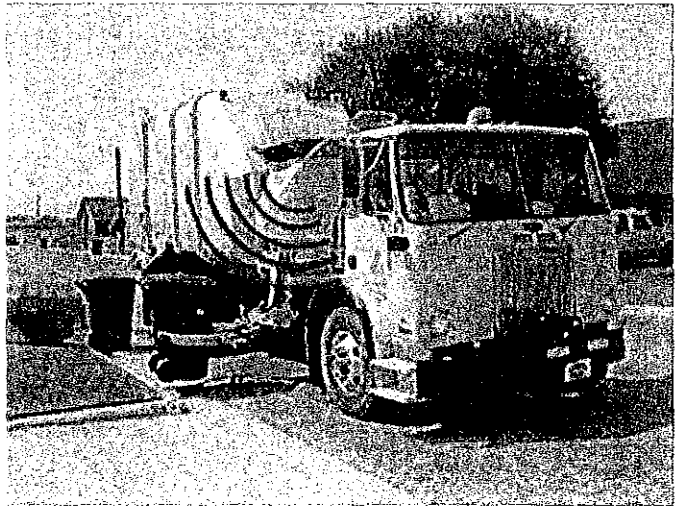
- WasteConnect - Purpose-built for waste and recycling service providers
  - ✓ Ruggedized in-vehicle devices
  - ✓ Hosted network operations center
  - ✓ Web-based interface to fleet and assets (cloud based)
  - ✓ Open web-services API, (easily integrate with 3<sup>rd</sup> party apps)
  - ✓ Advanced functionality to meet current and future needs

The Big Questions	The Air Trak Solution
Where is my truck and where has it been?	GPS Tracking
Where has service been performed? How can I quickly respond to customer complaints?	Proof of Service
How can I schedule, manage, and monitor my routes?	Route Management
What is the actual set out rate?	Customer Participation Reporting
How do I train my drivers?	In-Vehicle Route Apps
How do I integrate with my dispatch, billing and reporting software?	Air-Trak API



*Platform Features*

- Web-based management portal
- Geo-fencing
- Event monitoring
- GIS integration
- Standard and custom reports
- Simple API for 3<sup>rd</sup> party application integration.



Residential Applications

- Proof of Service
  - Proximity-based
  - RFID
- Route Management & Compliance
- In-vehicle display
  - Driver login
  - Messaging
  - Interactive Route Sheet
  - Service Status
  - Navigation

Commercial Applications

- Work order management
- RFID
  - Route Management & Compliance
- In-vehicle display
  - Driver login
  - Messaging
  - Work orders
  - Navigation

*How Does WasteConnect Work?*

The RFID Reader is integrated with GPS/Modem CPU to deliver precise RFID read

- Triggered by lift arm telemetry
- (infrared sensor for real-loaders)
- Adaptive antenna beam forming to read only the cart being serviced
- Precise location with antenna offset.

Service is recorded with

- RFID tag,
- lift arm telemetry,
- location,
- time stamp.

The Optional Handheld RFID reader and iOS app is used for deploying new carts with RFID tags and recording cart information, cart location, and associating it with a customer service location.

Service data is transmitted in real-time via cellular data service. RFID tag and location is verified with customer on record and is depicted on the Map and Grid for immediate review.

WasteConnect can generate the following reports:

- Proof of Service
- Service Exception
- Service Event

The data is available through API and is integrated with back office applications and 3rd party apps. Data management is accomplished through the Customer Tag Inventory System.

Map - 1/27/2015 2:16:32 PM : MANAGE

Events for SNP859

Drag a column here to group by that column

Name	Svc	Truck	Value	Date	Closest Location	Driver
RFID Tag Read		SNP859 (31815)	Tag: H30342CA7804E77C0000058A	1/27/2015 5:53 AM	5420 WINSLAND LN; CHARLOTTE, NC 28277	Recycling
RFID Tag Read		SNP859 (31815)	Tag: H30342FF63C4C5501D480004E	1/27/2015 5:53 AM	5420 WINSLAND LN; CHARLOTTE, NC 28277	Recycling
RFID Tag Read		SNP859 (31815)	Tag: H00000000000000000438839	1/27/2015 5:53 AM	5405 WINSLAND LN; CHARLOTTE, NC 28277	Recycling
Cart		SNP859 (31815)	Dumped	1/27/2015 5:54 AM	5412 WINSLAND LN; CHARLOTTE, NC 28277	Recycling
RFID Tag Read		SNP859 (31815)	Tag: H00000000000000000438839	1/27/2015 5:54 AM	5405 WINSLAND LN; CHARLOTTE, NC 28277	Recycling
RFID Tag Read		SNP859 (31815)	Tag: H00000000000000000438693	1/27/2015 5:54 AM	5412 WINSLAND LN; CHARLOTTE, NC 28277	Recycling

Trucks (All) Work Commercial Messages Residential Facilities/Fences Locations

WasteConnect RFID Web App

### Service Proof Report

Unit: 31815  
Date Range: 1/27/2015 12:00:00 AM (PST) to 1/27/2015 11:59:59 PM (PST)  
Event/Customer Proximity Threshold: 500 feet

Zip	City	Street	House #	Customer (Lic #)	Service Performed	Date/Time
28277	CHARLOTTE	FOUR MILE CREEK RD	1115	1103262 (Lic# 1106262)	Dumped (H00000000000000000537385; SN: R23176677)	11:06:57 AM
28277	CHARLOTTE	FOUR MILE CREEK RD	11135	1103267 (Lic# 1106267)	Dumped (H00000000000000000537386; SN: R231766230)	11:06:28 AM
28277	CHARLOTTE	FOUR MILE CREEK RD	11209	1103272 (Lic# 1106272)	Wrong Cart Dumped (H30342C346568D3161ED1C41x) Unknown RFID Tag Cart Dumped - No Tag	7:12:08 AM 7:12:08 AM
28227	CHARLOTTE	CRESTWOOD DR	10417	1112936 (Lic# 1112933)	Dumped (H00000000000000000537385; SN: R23039829)	4:31:00 AM
28277	CHARLOTTE	LAKE PROVIDENCE LN	6220	1112943 (Lic# 1112943)	Dumped (H00000000000000000537386; SN: R23107523)	4:50:21 AM
28277	CHARLOTTE	WILLIAM PERIN LN	10417	1112948 (Lic# 1112943)	Cart Dumped - No Tag	10:22:11 AM
28277	CHARLOTTE	ALHALEXA LN	10616	1112968 (Lic# 1112963)	Dumped (H00000000000000000438688; SN: R23072627)	6:42:21 AM
28277	CHARLOTTE	WINSLAND LN	5423	1112973 (Lic# 1112973)	Dumped (H00000000000000000438698; SN: R23072673)	5:52:47 AM
28277	CHARLOTTE	WINSLAND LN	5426	1112978 (Lic# 1112973)	Dumped (H00000000000000000438658; SN: R23072822)	5:52:47 AM
28277	CHARLOTTE	WINSLAND LN	5420	1112983 (Lic# 1112933)	Dumped (H00000000000000000438691; SN: R23072634)	5:53:17 AM
28277	CHARLOTTE	WINSLAND LN	5415	1112988 (Lic# 1112983)	Dumped (H00000000000000000438812; SN: R23072653)	5:53:17 AM

### Service Exception (All Types) Report

Unit: 31815  
Date Range: 1/27/2015 12:00:00 AM (PST) to 1/27/2015 11:59:59 PM (PST)  
Event/Customer Proximity Threshold: 500 feet

Zip	City	Street	Addr	Customer (Lic #)	Tag	Exception Event Location	UnitID	Unit Name	Date/Time
Exception Type: Wrong Cart Dumped									
28270	CHARLOTTE	WINGRAVE DR	830	933136 (Lic# 933136)	(Continued...) H00000000000000000537387 S0000000007 7024 SN: R00133374	13228 Holybrook Ct, Charlotte, NC 28277	31815	SNP859	6:37:01 AM
# of Wrong Cart Dumped exceptions: 11									
Exception Type: Multi-Dump Cart									
28277	CHARLOTTE	THORNBRIAR CT	6114	106653 (Lic# 106653)	H00000000000000000537388 S0000000000 3523 SN: R00039711	6113 Thornbriar Ct, Charlotte, NC 28277	31815	SNP858	4:56:24 AM

Sample Reports





## Transfer Station Operations

Proposals shall present the technical aspects of the Proposer's plan for operating and maintaining the Transfer Stations, as well as transferring of Acceptable Waste. The technical proposal shall be in sufficient detail to allow the County to evaluate the Proposer's ability to comply with operational performance standards required by the FDEP Transfer Station Permit and Applicable Law, and to maintain the condition and functionality of all aspects of the Transfer Stations (including buildings, grounds, equipment, and systems). The description shall include, but is not limited to:

- 1) Staffing, practices, and procedures;
- 2) Safety plan;
- 3) Emergency operation plan;
- 4) Design of operations, including facility modifications, if required;
- 5) Equipment that will be utilized, including manufacturer, identification or model number, number of units, and backup provisions;
- 6) Additional non-franchise Tons, by type, anticipated to be brought to the Transfer Stations by Proposer (e.g., Class 1, C&D, etc.);
- 7) Transfer system for Solid Waste; and
- 8) Transfer system for Recyclables and how it retains the integrity of materials for optimum recovery.

## Staffing, Practices, and Procedures

The Ft. Walton Beach and Baker Transfer Stations are managed by Waste Management Inc. of Florida. The operations are overseen by Katie Cowen, Okaloosa District Manager. Katie oversees the daily operations, including oversight of all Waste Management personnel at each site, daily record keeping, safety-related matters at each site, receiving of all waste, handling and separation of the waste stream, transfer of recyclables to recycling facility, transfer of all solid waste to Springhill Landfill and the upkeep of the buildings and grounds.

**Katie Cowen, District Manager**  
**850-301-2829**

**Ft. Walton Beach  
Transfer Station**

**Baker  
Transfer Station**

Jackie  
Levins, Scale  
Attendant  
17 Years

Emilio Cruz  
Equipment  
Operator  
11 Years

Michael  
Treaster  
Equipment  
Operator  
9 Years

Christopher  
Woody  
Equipment  
Operator  
1 Year

Joshua  
Boswell  
Equipment  
Operator  
4 Years



### Transfer Station Equipment

Equipment at Ft. Walton Beach Transfer Station
2 - 2010 High Reach 150 F Volvo Loaders
1 - Cat Forklift
1 - Marathon Cardboard Baling System

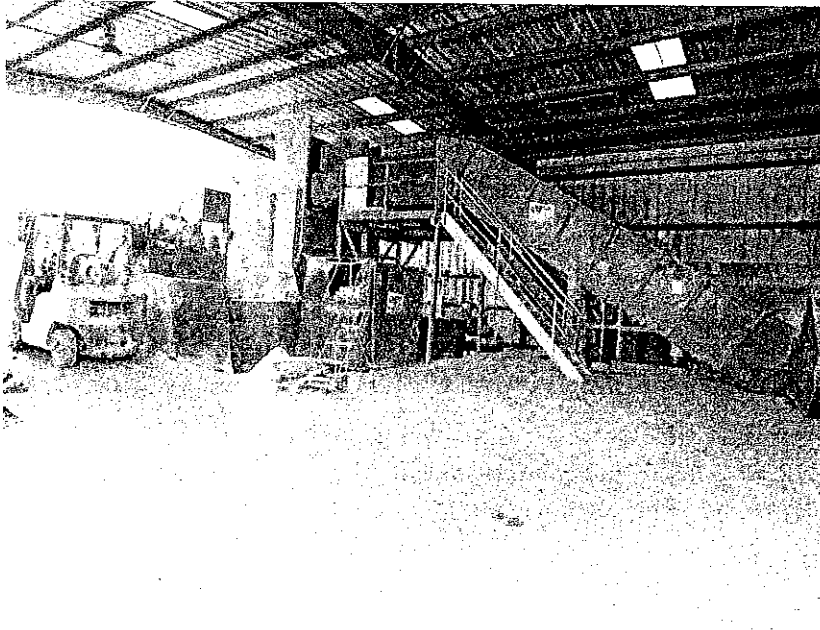
Equipment at Baker Transfer Station
1 - 2015 High Reach 150 F Volvo Loader

Waste Management has rental agreements in place with three local rental agencies to provide additional equipment or backup equipment in case a front-line machine goes down. These rental agencies will deliver a replacement machine to the appropriate location within twelve (12) hours of a request.

Waste Management proposes to continue the same basic operations at the Ft. Walton Beach and Baker Transfer Stations. The WM personnel at the Ft. Walton Beach Transfer Station will continue to pull out suitable cardboard for baling and the remaining single stream recyclable material will be loaded onto a semitrailer for transport to the recycling process facility designated by Okaloosa County. The remaining MSW will be loaded onto semitrailers and transported to Springhill Landfill in Jackson County for disposal in the Class 1 landfill.

The Waste Management personnel at the Baker Transfer Station will continue to place single stream recyclables in a semitrailer for transport to the recycling processing facility designated by Okaloosa County. The remaining MSW received at the Baker Transfer Station will be loaded on semitrailers and transported to the Springhill Landfill in Jackson County for disposal in the Class 1 landfill.

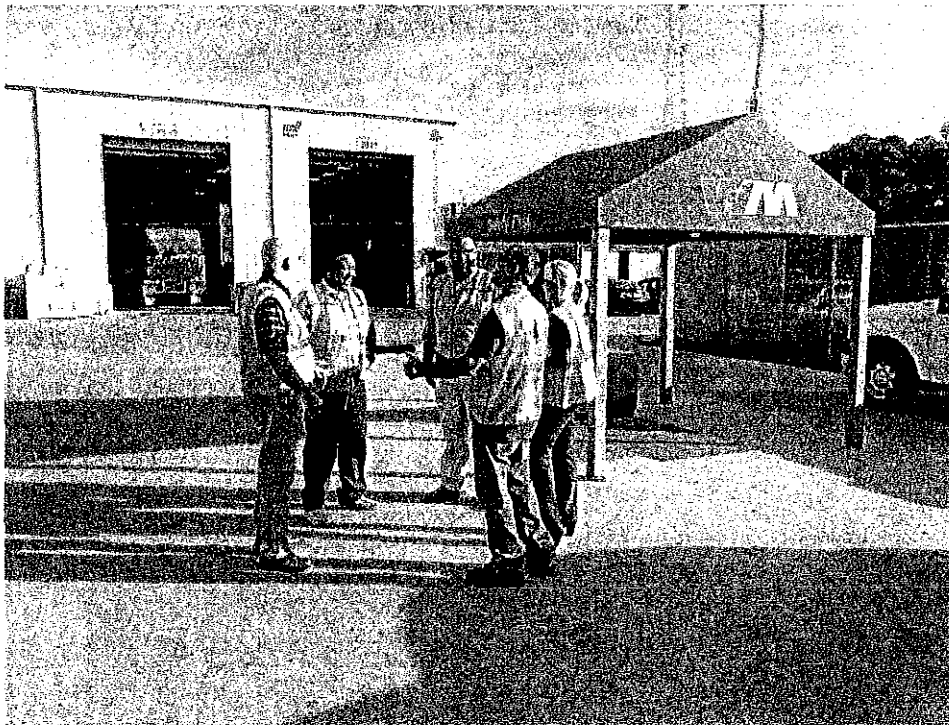
Waste Management will make every effort to capture as much recyclable material as possible at each site to assist Okaloosa County in meeting the 75% diversion goal by 2020.



## Safety Manual, Emergency Operations Plan, and Hurricane Plan

Waste Management is a leader in safety throughout the solid waste industry in the U.S. A copy of our Safety Manual, Emergency Operation Plan, and Hurricane Plan and facility information is available at the Ft. Walton Beach Transfer Station. Because of the limitations on space in the response to the RFP, we are unable to include the above documents into this response, though we will supply them separately upon request.

Waste Management takes the safety of our employees, contractors and general public as the number one priority in our business. The first thing that is done each morning before anyone starts work is our morning huddle to go over what everyone will be doing each day and to discuss safety issues and topics. If there are different shifts or personnel during the day, a huddle is done with these employees to make sure that everyone is on the same page and will perform their jobs in a safe manner. Our goal each and every work day is for our personnel to return home to their families safe and sound.



**Morning Safety Huddle at Ft. Walton Beach Transfer Station**

Waste Management will make every effort to obtain additional waste streams to be delivered to the transfer stations during the life of the contract. Recently, we were able to negotiate that approximately 18,000 annual tons of MSW collected by WastePro in Crestview is delivered to the Baker Transfer Station. This arrangement was beneficial for all parties involved and if we are the successful proposer, we will continue to look for these types of opportunities for Okaloosa County.

All non-recyclables received from Okaloosa County will be delivered to the Springhill Landfill in Jackson County. Springhill Landfill is a DEP approved/permitted Class 1 landfill, located on 629 acres with 228 acres available for permitting. The current life span of the Springhill Landfill is 71 years.

## Solid Waste Processing Proposal

*The County desires to increase diversion to attempt to reach the Florida Legislature's goal of achieving 75% recycling by the year of 2020 and is seeking assistance to accomplish this goal. Proposer may present on-site and/or off-site Solid Waste processing options. If processing options are proposed, Proposer shall include what technology or processes will be utilized, an estimated diversion rate, and the methodology that will be used to achieve the estimated diversion rate. The technology or processes proposed must be successfully demonstrated by an existing commercial-scale operation. If the proposed process/facility will not be operational as of the Commencement Date, an interim solution shall be described. Proposer must identify where Solid Waste will be disposed.*

The Springhill Landfill is a landfill gas-to-energy facility. Landfill gas, a greenhouse gas, generated through the decomposition of waste in landfills offers a clean renewable energy resource. Most landfills collect the gas and burn it in a flare system to destroy it. At Springhill Landfill, the landfill gas is first collected through a network of gas extraction wells. The collected gas is used as a fuel to generate electricity, which is then delivered to Alabama Electric Cooperative. We currently generate 4.8 MW or enough electricity to power 4,000 homes, and expect our generation to increase to 6 MW in the near future. Okaloosa County's MSW is a part of this waste-to-energy endeavor and Okaloosa is and should continue to receive diversion credit for this alternate energy source.

The Springhill Landfill Manager, Calvin Wilkinson, completes a report each year at the request of Okaloosa County documenting the gas-to-energy diversion and Okaloosa County and the environment benefit from Waste Management's innovative operation at Springhill Landfill.

## Recyclables Delivery

*The County desires Recyclables accepted at the Transfer Stations to be transported and delivered to the County's Designated Recycling Facility. Proposer shall describe the methods and means for transporting and delivering Recyclables, including the types of equipment and vehicles used and the minimum tonnage per transfer load proposed, in order to retain the integrity of the materials for optimum recovery.*

Waste Management will utilize a contract hauler to deliver the recyclables delivered to the transfer stations in Okaloosa County to the designated recycling facility. Semi-truck and trailers will be utilized to transport and the average tonnage will be between 15 and 18 tons per load. The trailers will be loaded and tarped to insure that no recyclable materials are lost in transport.

## Tab 2: Qualifications and References

*Proposer shall clearly and succinctly demonstrate its experience, and the experience of key team members, in providing the services requested in this RFP. This section of the proposal shall be no more than twenty (20) numbered pages, not including any financial statements, and, at a minimum, shall include the following information. Financial statements are only required for the primary Proposer.*

### Company Qualifications

*Proposer shall demonstrate the company's qualifications and experience to perform the services specified herein. Any joint venture partners and/or subcontractors shall be included. If a joint venture, a copy of the joint venture agreement shall be provided.*

Waste Management, headquartered in Houston, Texas, is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management and recycling services. Our 40,000 employees operate an extensive network that includes:

- 244 active solid waste landfill disposal sites - Represents nearly 40% of total U.S. disposal capacity
- 5 hazardous waste landfill sites
- 390 collection operations
- 17 Waste-to-energy plants
- 137 beneficial-use landfill gas projects
- 104 Material Recovery Facilities
- 297 transfer stations

These resources enable Waste Management to offer a wide range of environmental services to almost 21 million customers throughout the United States and Canada.

Waste Management's Strategic Accounts program has been specially developed to meet the needs of large organizations and is supported by over 280 experienced employees. In one customized program, Waste Management can handle solid waste, special waste, hazardous waste, and recycling while minimizing your organization's expenses. Each Strategic Account receives:

- A single point of contact - the Strategic Accounts Manager
- Centralized customer service
- Customized billing
- Detailed reporting

Waste Management's Service Machine® customer service program was developed to ensure that personnel at all service locations provide consistent high quality in their daily work. Waste Management can quickly and easily gather the data needed to evaluate our own work, and field personnel are held accountable for their performance. Service Machine® has the most exacting and demanding standards of service excellence within the solid waste industry.

Waste Management makes a total commitment to environmental compliance, ensuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and - most importantly - in a manner protective of the public's health and natural resources. All Waste

Management landfills have been issued permits by the federal government and must comply with detailed operating standards to ensure regulatory compliance.

We are one of the largest collector of recycled materials from businesses and households in the United States and Canada, providing recycling services to over 10 million households and 200,000 commercial customers. We offer our customers the cost savings and the environmental benefits of recycling their waste.

Waste Management provides collection, disposal, transportation and/or recycling services to approximately 109 communities throughout the State of Florida.

## Personnel Qualifications

*Proposer shall demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include individuals directly responsible for the services provided to the County. In addition, Proposer shall identify its service transition project manager(s) for the County. A separate project manager may be named for collection services and transfer station operations. Proposer shall demonstrate that the service transition project manager(s) for this Agreement has experience providing successful service transitions.*

The primary contact for this contract will be Katie Cowen, Okaloosa County District Manager. Ms. Cowen will serve as the Project Manager for this contract. Ms. Cowen will oversee all aspects of the contract and personnel listed above that will be providing the services listed in the contract

**Katie Cowen, District Manager** - 2016 marks 14 years within the waste industry for Katie. During that time, she has held a number of positions in sales, operations and safety. She is responsible for the day-to-day operations of the hauling company, giving her unique opportunity to ensure quality service for all of our customers. Katie will be responsible for servicing the customers under the Okaloosa Contract. Katie currently resides in Destin.

**Katie Cowen, Okaloosa District Manager**  
108 Hill Avenue, Ft. Walton Beach, FL 32548  
Office Phone: 850-301-2829, Mobile Phone: 985-960-2300, Fax: 850-664-6659

**Ronnie E. Bell, Public Sector Solutions Manager** - Ronnie provides oversight of the relationships and contract with Okaloosa County. Ronnie works closely with the District Manager to resolve issues and look for opportunities to improve service and operations. Ronnie has been with Waste Management for 15 months. Ronnie has over 30 years of governmental experience, leadership and community service that he brings to the WM team. Ronnie has a problem solving/customer service approach to dealing with issues.

**Ronnie E. Bell, Public Sector Solutions Manager**  
108 Hill Avenue, Ft. Walton Beach, FL 32548  
Office Phone: 850-301-2842, Mobile: 850-324-8137, Fax Number: 850-664-6659

**Jake Alderfer, Residential Route Manager** - Jake joined the Waste Management team in 2011. As the Residential Route Manager, he will manage the residential trucks servicing the residents on a weekly basis in Okaloosa County. He is directly responsible for overseeing driver performance, managing

routes and efficiencies, resolving customer issues and maintaining residential container inventories. Jake also is responsible for monthly safety training for our drivers ensuring the safe operation on the roadways and in the communities, we service. He will be responsible for the daily operations of our residential services in Okaloosa County.

**Jake Alderfer, Residential Route Manager**  
108 Hill Avenue, Ft. Walton Beach, FL 32548  
Office Phone: 850-301-2817, Mobile: 850-380-0504, Fax Number: 850-664-6659

**Christopher Nance, Residential Route Manager** - Christopher joined the Waste Management team in 2011. As the Residential Route Manager, he will manage the residential trucks servicing the residents on a weekly basis in Okaloosa County. He is directly responsible for overseeing driver performance, managing routes and efficiencies, resolving customer issues and maintaining residential container inventories. Christopher also is responsible for monthly safety training for our drivers ensuring the safe operation on the roadways and in the communities, we service. He will be responsible for the daily operations of our residential services in Okaloosa County.

**Christopher Nance, Commercial Route Manager**  
108 Hill Avenue, Ft. Walton Beach, FL 32548  
Office Phone: 850-301-2863, Mobile: 850-685-2058, Fax Phone: 850-664-6659

**Joe Siwiec, Fleet Manager** - Joe oversees the daily maintenance for a fleet of 50 trucks at our Waste Management facility in Ft. Walton Beach. Joes has been with Waste Management for 11 years and has an extensive background in fleet maintenance/management experience. Joe is directly responsible for hiring, managing and training maintenance technicians. He and his staff ensure the fleet complies with federal, state and local transportation policies. Joe remains knowledgeable in the ever-changing technological issues related to the waste industry.

**Joe Siwiec, Fleet Manager**  
108 Hill Avenue, Ft. Walton Beach, FL 32548  
Office Phone: 850-301-2845, Mobile Phone: 321-302-3105, Fax Phone: 850-664-6659

**Calvin Wilkinson, Landfill Operations Manager** - Calvin is a native of Jackson County. He attended school, grew up in the community, and chose to stay close to home and raise his family here. He began his career with Waste Management just over 20 years ago as a laborer. He became an equipment operator, was promoted to landfill supervisor, and stepped up to the manager of the power plant and now works as the Landfill Operations Manager overseeing Springhill Landfill. As Landfill Operations Manager, Calvin leads the team responsible for the appropriate disposal of your household and commercial garbage. His leadership for Waste Management and commitment to his community provide a strong foundation for the future of the Springhill Landfill.

**Karen Bednarchik, Customer Service Representative** - Karen has been with Waste Management for 20 years and is the friendly voice on the phone when customers call with a question or have an issue. She currently answers questions and handles issues for the customers of Okaloosa County. Karen can be contacted at either of the Customer Service numbers, 850-301-2822 or 1-800-862-7141.

**Ashley Jacobs, Customer Service Representative** - Ashley has been with Waste Management for 11 years and is the other friendly voice on the phone when a customer calls with a question or has an issue. She currently answers questions and handles issues for the customers of Okaloosa County. Ashley can be contacted at either of the Customer Service numbers, 850-301-2822 or 1-800-862-7141.

**Joel Izquierdo, Operations Specialist** - Joel has been with Waste Management for 9 years and is responsible for route customers and sequencing for commercial accounts.

## Collection Service Performance

*Proposer shall demonstrate its relevant experience successfully providing residential solid waste collection services within the past five (5) years. To demonstrate this ability Proposer shall:*

*1) Have successfully provided residential collection service, including solid waste, Recyclables, yard trash, and bulk waste, to at least two (2) local government jurisdictions, with a minimum contract period of 3 years, with at least 25,000 residential units per contract.*

*2) Explain its experience with transitioning into providing residential collection service by supplanting another provider.*

As the current service provider Waste Management will be ready to continue service and implement any new programs on day one, following a contract award. Our experienced drivers know your streets and hard to service areas. Our professional customer service team knows your residents. And our local staff knows your public works staff and contract administrators.

A traditional transition to a new hauler carries many risks. Time is wasted establishing the basics, and troubleshooting issues in billing, routing, cart delivery, and program guidelines. Residents get confused, and complaints spike. Working out all the kinks during a transition period can mean months of service issues and standstill. Continuing to work with a trusted service partner can guarantee the County will not go through the headache of these issues.

With these basics out of the way, we will be ready to collaborate with you to focus on the key goals of the County.

*Proposer shall provide four (4) references on the forms provided (Form A), preferably Florida public sector customers, for which the Proposer is or has provided services similar to those required herein. Two (2) of the references shall include service transitions within the last three years. Proposer shall provide any additional, relevant information to demonstrate the quality of its services.*

## Collection Reference 1

**Form A – Collection Service References**

Proposer shall complete and submit this form in conjunction with any other relevant material.

**COLLECTION SERVICE – REFERENCE #1**Municipality/County: Hillsborough CountyContact (Name/Title): Kim Byer, Solid Waste Division DirectorContact Address: 332 N. Falkenburg Road, Brandon FL 33619Contact Phone: ( 813 ) 612-7718 Contact Email: byerk@hillsboroughcounty.orgTerm of Current Contract: Start Date: 10/01/2013 End Date: 09/30/2020

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 Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	52,000	<input checked="" type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recycling	U	52,000	<input checked="" type="checkbox"/>	X		
<input type="checkbox"/>	Yard Waste	U	52,000	<input type="checkbox"/>	X		
<input type="checkbox"/>	Bulk Waste	S	52,000	n/a			X

Technology:

Is service verification via RFID included in the services provided?  YES  NOIs asset management included in the service provided?  YES  NO

Other relevant information: Residential solid waste collection service is provided in 95 gallon carts using RFID and GPS tracking technology. Bulk waste collection is a special service that the residents must request and then pay the appropriate fee. Yard waste is collected once weekly in resident-provided containers or properly prepared bundles (including tree stumps) not to exceed 40 pounds each. Branches, limbs, and tree stumps cannot exceed 4 feet in length and six inches in diameter. The maximum is 2 cubic yards of yard waste per collection. The use of plastic bags is discouraged. Curbside single stream recycling is performed using 95 gal. carts.



Collection Reference 2

COLLECTION SERVICE – REFERENCE #2

Municipality/County: Collier County

Contact (Name/Title): Dan Rodriguez, Director of Solid Waste

Contact Address: 3339 Tamiami Trail East, Suite 302 Naples, FL 34112-5361

Contact Phone: ( 239 ) 252-2504 Contact Email: danrodriguez@colliergov.net

Term of Current Contract: Start Date: 10/01/2005 End Date: 09/30/2020

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 Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	110,000	<input checked="" type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recycling	U	110,000	<input checked="" type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Waste	U	110,000	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Bulk Waste	U	110,000	n/a	X*		

\* upon request

Technology:

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: The Collier County exclusive franchise includes the curbside collection of municipal solid waste (MSW), bulk waste, white goods, electronics, tires, and batteries. The resident contacts the County to request curbside collection of bulk waste, white goods, electronics, tires, and batteries. Yard waste is collected curbside weekly and must be in a non-wheeled container that does not exceed 32 gallons. Non-containerized yard waste must be bundled and tied and shall not exceed 50 pounds or 4 feet in length. Single stream recycling is collected curbside with 65 gallon wheeled carts provided by the Contractor.

Collection Reference 3

COLLECTION SERVICE – REFERENCE #3

Municipality/County: City of Delray Beach, FL

Contact (Name/Title): Michael Coleman, Director of Community Improvement

Contact Address: 100 NW First Avenue, Delray Beach, FL 33444

Contact Phone: ( 561 ) 243-7002 Contact Email: coleman@mydelraybeach.com

Term of Current Contract: Start Date: 2015 End Date: 2020

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 Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	35,015	<input checked="" type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recycling	U	35,015	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Waste	U	35,015	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Bulk Waste	U	35,015	n/a	X		Roving clamshell

Technology:

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: Residential MSW is picked up twice weekly. Residents use 96 gallon carts provided by the contractor. Recyclable materials are picked up once weekly in a 19 gallon bin provided by the Palm Beach County Solid Waste Authority. Yard waste is collected once weekly and must be in a container and/or be less than 50 pounds, bundled, and no longer than 6 feet long and no more than 4 inches in diameter. Bulk waste is picked up 6 days a week with a roving clamshell truck.

Collection Reference 4

COLLECTION SERVICE – REFERENCE #4

Municipality/County: Palm Beach County Solid Waste Authority

Contact (Name/Title): John Archambo, Director of Customer Relations

Contact Address: 7501 N. Jog Road West Palm Beach, FL 33412

Contact Phone: ( 561 ) 640-4000 Contact Email: jarchambo@swa.org

Term of Current Contract: Start Date: 2015 End Date: November 2018

Residential Collection Service Provided:

Services Provided (check all that apply)	Type of Service	Type of Service (U/S) (U=Unvarial, S=Subscription)	Number of Units Served	Automated Collection? (check if yes)	Frequency of Collection		
					1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Solid Waste	U	75,661	<input type="checkbox"/>		X	
<input checked="" type="checkbox"/>	Recycling	U	75,661	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Yard Waste	U	75,661	<input type="checkbox"/>	X		
<input checked="" type="checkbox"/>	Bulk Waste	U	75,661	n/a	X		

Technology:

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: Residential MSW is picked up twice weekly in 96 gallon carts provided by the resident. Recyclable materials are picked up once weekly in two (2) 19 gallon bins provided by Palm Beach Solid Waste Authority. Yard Waste is collected once weekly and must be in a container and/or be less than 50 pounds, bundled and no longer than 6 feet and no more than 4 inches in diameter. Bulk waste is picked up once weekly with a rear load truck and no more than two (2) cubic yards is picked up per week per resident.

## Transfer Station Operations

*Proposer shall demonstrate its relevant experience successfully providing transfer station operations similar in scope and size to those requested in this RFP. If the technical proposal includes upgrading the County's existing operations, the Proposer shall demonstrate its experience in upgrading similar facilities, including meeting construction timelines, etc. and include narratives with proposed and actual costs and proposed and actual start dates.*

*Proposer shall provide up to two (2) references, preferably public sector customers, for which the Proposer has provided services similar to those required in this RFP, within the last five (5) years in the forms provided (Form B). Referenced facilities shall be located in the United States.*

Please see the following page for our two (2) Transfer Station references.

**Transfer Station Operations References**

**Form B – Transfer Station Operations References**

Proposer shall complete and submit this form in conjunction with any other relevant material.

**TRANSFER STATION OPERATIONS – REFERENCE #1**

Municipality/County: City of Dothan, Houston County, AL  
 Contact (Name/Title): Jerry Corbin, Public Works Director  
 Contact Address: 126 North Saint Andrews Street Room 205 Dothan, AL 36303  
 Contact Phone: ( 334 ) 615-4400 Contact Email: jwcorbin@dothan.org  
 Term of Current Contract: Start Date: March 2014 End Date: March 2017  
 Types of Materials Handled: Municipal Solid Waste (MSW)  
 Average Daily Throughput (Tons per day): 400 tons per day  
 Transfer Station Operation Activities Provided: Collection and transportation of MSW to Springhill Regional Landfill. Vendors include, but are not limited to the City of Dothan, Houston County, AL, Waste Management, Martin Environmental, Mark Dunning Industries, John Marshall, Operations Manager (Waste Management) 334-983-4522 jmarcha4@wm.com

**TRANSFER STATION OPERATIONS – REFERENCE #2**

Municipality/County: St. Johns County  
 Contact (Name/Title): Wendy Manuey, Solid Waste Director  
 Contact Address: 3005 Allen Neese Road, Elkton, FL 32033  
 Contact Phone: ( 904 ) 824-9720 Contact Email: \_\_\_\_\_  
 Term of Current Contract: Start Date: July 2005 End Date: July 2022  
 Types of Materials Handled: MSW, Construction and Demolition, Yard Waste  
 Average Daily Throughput (Tons per day): 600 tons of MSW per day  
 Transfer Station Operation Activities Provided: We manage and operate 2 transfer stations on behalf of St. Johns County: the Tillman Ridge Transfer Station (located at 3005 Alan Nease Road) serving the southern portion of the County and the Stratton Road Transfer Station (located at 250 North Stratton Road) serves the northern portion of the County. Waste Management Inc. of Florida manages all aspects of both facilities including receiving material and loading 120-yard tipper trailers and transferring the material to Chesser Island Road Landfill in southern Georgia. Waste Management is also responsible for the housekeeping of both facilities and daily maintenance.



## Solid Waste Processing and Disposal

*Proposer shall demonstrate its relevant experience successfully providing Solid Waste processing, if proposed, and disposal. To demonstrate this ability Proposer shall:*

*1) If Solid Waste processing is included in the Proposer's proposal for waste diversion, Proposer shall demonstrate its relevant experience successfully providing similar service to that proposed. a. If a Solid Waste processing facility is proposed, Proposer must have at least one (1) facility similar to that being proposed with successful operation on a commercial scale in North America. Include a description for the past two (2) years as applicable: feedstock type(s) and preprocessing technologies used, actual annual throughput, the type and quantity of Recyclables recovered, the type and quantity of other materials (e.g., organics) recovered, and the type and quantity of fuel(s) produced, including the energy value.*

Not applicable.

*b. If the proposed facility is not currently in operation, Proposer must demonstrate experience relevant and pertinent to the facility being proposed, such as design, construction, planning, coordination, permitting, and management.*

Not applicable.

*2) Identify where Solid Waste will be disposed. The disposal facility must be appropriately permitted and comply with all Applicable Law.*

Waste Management owns and operates Springhill Landfill, located on 629 acres in Jackson County, of which 228 acres are permitted for waste disposal. This state of the art facility provides electricity for several thousand homes by converting the methane gas to electricity. Destin's solid waste is currently transported and disposed of at Springhill Landfill. Additionally, the landfill is certified by Wildlife Habitat Council.

*3) Demonstrate its ability to manage such processes and/or facility, and ability to meet environmental compliance in accordance with Applicable Law.*

Please see the attached permit for Springhill Regional Landfill.



## Florida Department of Environmental Protection

Bob Martinez Center  
2500 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

November 19, 2015

### NOTICE OF PERMIT

E-Mail  
dmyhan@wm.com

In the Matter of an  
Application for Permit by:  
Waste Management of Leon County, Inc.  
4945 Highway 273  
Campbellton, Florida 32426

Jackson County  
WACS # 6319  
Springhill Regional Landfill

Attention: Mr. David Myhan

DEP File No: 000475-031-SO-01  
000475-032-SC-01

Enclosed is Permit Number 000475-031-SO-01 and 000475-032-SC-01 to construct and operate the Class I Springhill Regional Landfill, issued pursuant to Section 403.061(14) and 403.707, Florida Statutes.

Any party to this order (permit) has the right to seek judicial review of the permit under Section 120.68, Florida Statutes, by the filing of a Notice of Appeal under rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the Department of Environmental Protection, Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within thirty days after this Notice is filed with the Clerk of the Department.

Executed in Leon County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

A handwritten signature in cursive script, appearing to read "Tim Bahr".

Tim Bahr, P.G., Program Administrator  
Permitting and Compliance Assistance Program



**Florida Department of  
Environmental Protection**

8cb Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Rick Scott**  
Governor

**Carlos Lopez-Cantera**  
Lt. Governor

**Jonathan P. Steverson**  
Secretary

**Permit Issued to:**

Waste Management of Leon County, Inc.  
4945 Highway 273, Campbellton, Florida 32426  
(601) 790-6115

WACS Facility ID No.: 6319  
Facility Name: Springhill Regional Landfill – South (SRL South)  
Contact Person: Mr. David Myhan, Area Vice President

Authorized Representative:  
Mr. David Myhan, Area Vice President  
Waste Management of Leon County, Inc.  
4945 Highway 273, Campbellton, Florida 32426  
[dmyhan@wm.com](mailto:dmyhan@wm.com)  
(601) 790-6115

**Solid Waste Construction/Operations Renewal Permit- Class I Landfill**

Operation Permit No.: 0000475-031-SO-01  
Construction Permit No.: 0000475-032-SC-01

Replaces Permit No.: 0000475-020-SO  
0000475-022-SO  
0000475-024-SO

Permit Issued: November 19, 2015  
Permit Renewal Application Due Date: September 19, 2035  
Permit Expires: November 19, 2035

Permitting Authority  
Florida Department of Environmental Protection  
Tallahassee Solid Waste Program & Permitting  
2600 Blair Stone Road, MS 4565  
Tallahassee, Florida 32399-2400  
(850) 245-8707  
Fax (850) 245-9803



4) Document that the facility has the capacity to accept the County's Solid Waste for the term of the Agreement.

The current Springhill Landfill Class 1 Permit expires in 2035 and the remaining life of Springhill Landfill is 71 years.

*If proposing a Solid Waste process that affects how collection of materials in the Service Area is made, Proposer shall clearly identify proposed service changes. For example, if proposing an "all in one" mixed-waste processing, the Proposer might propose the elimination of separate Roll Carts for Solid Waste and Program Recyclables. Any change in scope shall be accompanied by an alternative price proposal.*

*If proposing an alternative solid waste processing solution, Proposer shall provide at least one (1) reference on the form provided (Form C) of customer(s) to which it has provided solid waste processing services.*

Not applicable.

## Performance History

*Proposer shall document its past performance history by providing a description of all criminal actions against the Proposer pertaining to non-performance of solid waste and/or recycling services (including collection, processing, and disposal) during the last five (5) years. Proposer shall also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated damages related to solid waste and/or recycling services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. Performance history may be limited to Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide performance history shall be submitted. If there are no such actions, Proposer shall so state. Any omissions within this section may be cause for disqualification at the County's discretion.*

*Proposer shall document that the facilities proposed by Proposer have no outstanding compliance issues, including, but not limited to, notices of violations, consent orders, etc. Proposer must provide copies of all notices of violation and consent orders issued to such facility in the past five (5) years.*

The following is a list of all criminal actions against Waste Management Inc. of Florida pertaining to non-performance of solid waste and/or recycling services (including collection, processing and disposal) during the last five (5) years:

None.

The following is a list of all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated damages related to solid waste and/or recycling services involving \$10,000 or more per contract per contract year filed against Waste Management Inc. of Florida during the past five (5) years:

There are no outstanding compliance issues related to the Proposer's facilities to be used for the subject bid, and there have been no notices of violations, consent orders or other notices of non-compliance in the past five (5) years, except the following:

Date of Violation	09/03/2015
Facility	Fort Walton Beach Hauling 108 Hill Ave, Ft. Walton Bch, FL 32458 US
Type	Notice of Violation
Issuing Agency	City of Ft. Walton Beach
Nature of Violation	It was alleged that the site had failed to cut and maintain grass and weeds to a height of 1" or less.
Status/Disposition	Completed. Corrective Action Taken.
Fine or Penalty	\$0.00

## Financial Capability

*The primary Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer shall either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.*

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste management services in North America. Waste Management has implemented a business strategy to enhance its leadership role in the industry.

A company's future viability is directly related to its current financial strength. Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership, such as:

- Maintaining a dedicated focus on safety and compliance excellence
- Implementing new initiatives to enhance customer service
- Developing long term customer relationships
- Attracting and keeping the best employees
- Managing data and improving communication

Revenue in 2015 was \$12.9 billion, and Waste Management has an asset base in excess of \$20 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for its commitment to serve its customers, perform its obligations, and protect the environment in carrying out its broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A- by Standard & Poor's, BBB by Fitch, and Baa2 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable. Waste Management has about \$9.0 billion of debt outstanding.

Waste Management's financial strength, as summarized above, gives its customers the comfort of knowing that Waste Management can and will fulfill its obligations.

- The foundation of Waste Management's offer lies in our commitment to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including: transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.

Waste Management's financial strength helps make it a leader in the in the environmental services industry, and Waste Management is committed to maintaining that strength.

## 2015 Financial Reports

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of Waste Management, Inc.

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the "Company") as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Waste Management, Inc. at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Waste Management, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 18, 2016 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Houston, Texas  
February 18, 2016

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2015	2014
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents .....	\$ 39	\$ 1,307
Accounts receivable, net of allowance for doubtful accounts of \$25 and \$30, respectively .....	1,549	1,587
Other receivables .....	545	350
Parts and supplies .....	92	106
Other assets .....	120	176
Total current assets .....	2,345	3,526
Property and equipment, net of accumulated depreciation and amortization of \$16,420 and \$15,968, respectively .....	10,665	10,657
Goodwill .....	5,984	5,740
Other intangible assets, net .....	477	440
Investments in unconsolidated entities .....	360	408
Other assets .....	588	526
Total assets .....	\$20,419	\$21,297
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable .....	\$ 721	\$ 740
Accrued liabilities .....	1,064	1,180
Deferred revenues .....	472	475
Current portion of long-term debt .....	253	1,090
Total current liabilities .....	2,510	3,485
Long-term debt, less current portion .....	8,728	8,345
Deferred income taxes .....	1,391	1,338
Landfill and environmental remediation liabilities .....	1,584	1,531
Other liabilities .....	839	709
Total liabilities .....	15,052	15,408
Commitments and contingencies		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued .....	6	6
Additional paid-in capital .....	4,827	4,585
Retained earnings .....	6,939	6,888
Accumulated other comprehensive income (loss) .....	(127)	23
Treasury stock at cost, 183,105,326 and 171,745,077 shares, respectively .....	(6,300)	(5,636)
Total Waste Management, Inc. stockholders' equity .....	5,345	5,866
Noncontrolling interests .....	22	23
Total equity .....	5,367	5,889
Total liabilities and equity .....	\$20,419	\$21,297

See notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In Millions, Except per Share Amounts)

	Years Ended December 31,		
	2015	2014	2013
Operating revenues:			
Service revenues	\$11,887	\$12,646	\$12,566
Tangible product revenues	1,074	1,350	1,417
Total operating revenues	<u>12,961</u>	<u>13,996</u>	<u>13,983</u>
Costs and expenses:			
Operating costs:			
Cost of services	7,281	7,856	7,880
Cost of tangible products	950	1,146	1,232
Total operating costs	<u>8,231</u>	<u>9,002</u>	<u>9,112</u>
Selling, general and administrative	1,343	1,481	1,468
Depreciation and amortization	1,245	1,292	1,333
Restructuring	15	82	18
Goodwill impairments	—	10	509
(Income) expense from divestitures, asset impairments (other than goodwill) and unusual items	82	(170)	464
	<u>10,916</u>	<u>11,697</u>	<u>12,904</u>
Income from operations	<u>2,045</u>	<u>2,299</u>	<u>1,079</u>
Other income (expense):			
Interest expense, net	(385)	(466)	(477)
Loss on early extinguishment of debt	(555)	—	—
Equity in net losses of unconsolidated entities	(38)	(53)	(34)
Other, net	(7)	(29)	(74)
	<u>(985)</u>	<u>(548)</u>	<u>(585)</u>
Income before income taxes	<u>1,060</u>	<u>1,751</u>	<u>494</u>
Provision for income taxes	308	413	364
Consolidated net income	<u>752</u>	<u>1,338</u>	<u>130</u>
Less: Net income (loss) attributable to noncontrolling interests	(1)	40	32
Net income attributable to Waste Management, Inc.	<u>\$ 753</u>	<u>\$ 1,298</u>	<u>\$ 98</u>
Basic earnings per common share	<u>\$ 1.66</u>	<u>\$ 2.80</u>	<u>\$ 0.21</u>
Diluted earnings per common share	<u>\$ 1.65</u>	<u>\$ 2.79</u>	<u>\$ 0.21</u>
Cash dividends declared per common share	<u>\$ 1.54</u>	<u>\$ 1.50</u>	<u>\$ 1.46</u>

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In Millions)

	Years Ended December 31,		
	2015	2014	2013
Consolidated net income	\$ 752	\$1,338	\$130
Other comprehensive income (loss), net of taxes:			
Derivative instruments, net	9	1	12
Available-for-sale securities, net	(2)	4	2
Foreign currency translation adjustments	(159)	(124)	(68)
Post-retirement benefit obligation, net	2	(12)	15
Other comprehensive income (loss), net of taxes	<u>(150)</u>	<u>(131)</u>	<u>(39)</u>
Comprehensive income	<u>602</u>	<u>1,207</u>	<u>91</u>
Less: Comprehensive income (loss) attributable to noncontrolling interests	(1)	40	32
Comprehensive income attributable to Waste Management, Inc.	<u>\$ 603</u>	<u>\$1,167</u>	<u>\$ 59</u>

See notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(In Millions)**

	Years Ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Consolidated net income	\$ 752	\$ 1,338	\$ 130
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation and amortization	1,245	1,292	1,333
Deferred income tax (benefit) provision	30	(118)	(149)
Interest accretion on landfill liabilities	89	88	87
Interest accretion on and discount rate adjustments to environmental remediation liabilities and recovery assets	1	14	(10)
Provision for bad debts	36	42	39
Equity-based compensation expense	72	65	58
Excess tax benefits associated with equity-based transactions	(15)	(5)	(10)
Net gain on disposal of assets	(18)	(35)	(21)
Effect of goodwill impairments	—	10	509
Effect of (income) expense from divestitures, asset impairments (other than goodwill) and unusual items and other	87	(137)	535
Equity in net losses of unconsolidated entities, net of dividends	42	42	34
Loss on early extinguishment of debt	555	—	—
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(178)	(268)	44
Other current assets	16	(19)	(7)
Other assets	(7)	22	4
Accounts payable and accrued liabilities	(112)	117	(27)
Deferred revenues and other liabilities	(97)	(117)	(94)
Net cash provided by operating activities	<u>2,498</u>	<u>2,331</u>	<u>2,455</u>
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(554)	(35)	(724)
Capital expenditures	(1,233)	(1,451)	(1,271)
Proceeds from divestitures of businesses and other assets (net of cash divested)	145	2,253	138
Net receipts from restricted trust and escrow accounts	51	19	71
Investments in unconsolidated entities	(20)	(33)	(33)
Other	3	(58)	(81)
Net cash provided by (used in) investing activities	<u>(1,608)</u>	<u>995</u>	<u>(1,900)</u>
Cash flows from financing activities:			
New borrowings	2,337	2,817	2,232
Debt repayments	(2,764)	(3,568)	(2,077)
Premiums paid on early extinguishment of debt	(555)	—	—
Common stock repurchases	(600)	(600)	(239)
Cash dividends	(695)	(693)	(683)
Exercise of common stock options	77	93	132
Excess tax benefits associated with equity-based transactions	15	5	10
Acquisitions of and distributions paid to noncontrolling interests	(1)	(125)	(59)
Other	31	(1)	(3)
Net cash used in financing activities	<u>(2,155)</u>	<u>(2,072)</u>	<u>(687)</u>
Effect of exchange rate changes on cash and cash equivalents	(3)	(5)	(4)
Increase (decrease) in cash and cash equivalents	(1,268)	1,249	(136)
Cash and cash equivalents at beginning of year	1,307	58	194
Cash and cash equivalents at end of year	<u>\$ 39</u>	<u>\$ 1,307</u>	<u>\$ 58</u>

See notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2012	\$6,675	630,282	\$ 6	\$4,549	\$6,879	\$ 193	(166,062)	\$(5,273)	\$ 321
Consolidated net income	130	—	—	—	98	—	—	—	32
Other comprehensive income (loss), net of taxes	(39)	—	—	—	—	(39)	—	—	—
Cash dividends declared	(683)	—	—	—	(683)	—	—	—	—
Equity-based compensation transactions, including dividend equivalents, net of taxes	216	—	—	47	(5)	—	5,461	174	—
Common stock repurchases	(239)	—	—	—	—	—	(5,268)	(239)	—
Distributions paid to noncontrolling interests	(59)	—	—	—	—	—	—	—	(59)
Other	1	—	—	—	—	—	7	—	1
Balance, December 31, 2013	\$6,002	630,282	\$ 6	\$4,596	\$6,289	\$ 154	(165,962)	\$(5,338)	\$ 295
Consolidated net income	1,338	—	—	—	1,298	—	—	—	40
Other comprehensive income (loss), net of taxes	(131)	—	—	—	—	(131)	—	—	—
Cash dividends declared	(693)	—	—	—	(693)	—	—	—	—
Equity-based compensation transactions, including dividend equivalents, net of taxes	195	—	—	79	(6)	—	3,779	122	—
Common stock repurchases	(600)	—	—	(180)	—	—	(9,569)	(420)	—
Distributions paid to noncontrolling interests	(34)	—	—	—	—	—	—	—	(34)
Acquisitions of noncontrolling interests and divestiture of Wheelabrator business	(188)	—	—	90	—	—	—	—	(278)
Other	—	—	—	—	—	—	7	—	—
Balance, December 31, 2014	\$5,889	630,282	\$ 6	\$4,585	\$6,888	\$ 23	(171,745)	\$(5,636)	\$ 23
Consolidated net income	752	—	—	—	753	—	—	—	(1)
Other comprehensive income (loss), net of taxes	(150)	—	—	—	—	(150)	—	—	—
Cash dividends declared	(695)	—	—	—	(695)	—	—	—	—
Equity-based compensation transactions, including dividend equivalents, net of taxes	171	—	—	62	(7)	—	3,457	116	—
Common stock repurchases	(600)	—	—	180	—	—	(14,823)	(780)	—
Distributions paid to noncontrolling interests	(1)	—	—	—	—	—	—	—	(1)
Other	1	—	—	—	—	—	6	—	1
Balance, December 31, 2015	\$5,367	630,282	\$ 6	\$4,827	\$6,939	\$(127)	(183,105)	\$(6,300)	\$ 22

See notes to Consolidated Financial statements.

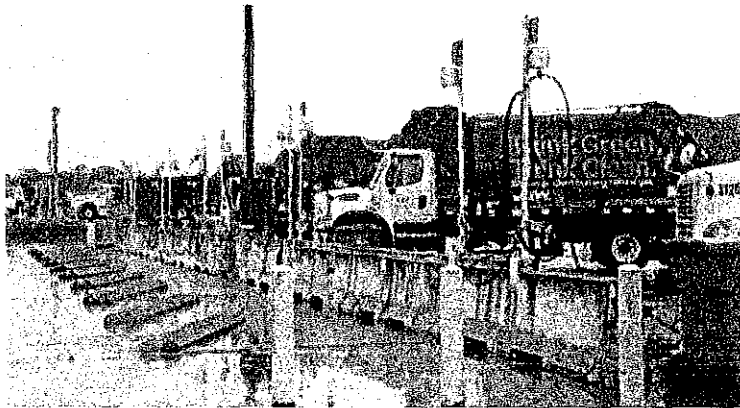


## Previous Experience in Okaloosa County

*Proposer shall identify if it has previously provided services for Okaloosa County, what services have been provided, and the term of such services. Any previous contractual services provided to the County may be considered as part of the qualification criteria.*

Waste Management has served the needs of the residents and businesses of Okaloosa County for the past 25 years and provided excellent service during that time. Waste Management values Okaloosa County as a partner and looks forward to many more years of service for the residents and commercial customers of Okaloosa County. Listed below are a few areas that we would like to point out about Waste Management and the services we provide, or can provide, to the County:

1. Waste Management is a “Green” company and we prove it by the fleet of equipment that serves Okaloosa County. All of the vehicles that serve the County are Compressed Natural Gas (CNG) vehicles, which provide a cleaner environment for the citizens and visitors of Okaloosa County.



At the end of the first quarter, Waste Management’s fleet included 5,232 natural gas trucks, the largest of its kind in the waste industry. For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 22 metric tons of greenhouse gas emissions per year. Our vehicles powered by CNG emit nearly zero particulate emissions, cut greenhouse gas emissions by over 20 percent, and are far quieter than diesel trucks.

2. The solid waste collected in Okaloosa County is transferred to Springhill Landfill in Jackson County, where the methane gas produced from the solid waste is converted to electricity that generates power for several thousand homes each day.
3. All of our vehicles have DriveCam (cameras) which allows our managers the opportunity to monitor our WM drivers operation of the truck. Prevents accidents and injuries by utilization of video to allow proactive driver coaching and feedback. Risky driving behaviors are identified and addressed prior to an incident occurring. Drivecam provides objective information after an accident to assist in identifying the root cause analysis completion. These units are placed to protect Okaloosa County, its residents and businesses, and our operators.

4. On Board Computers (OBU) allows for monitoring of truck route progress by dispatch. The proactive monitoring provides the capability to enact changes to avoid disruption or service to our customer. OBU technology monitors the speed of WM vehicles, ensuring safe operation in our communities. WM vehicles are monitored via GPS technology incorporated in each OBU. Connects operations data with customer service to provide real time route progress. Drivers can utilize the OBU to photograph potential service obstacles to provide clearer communication to our customers. Provides an efficient and quick method of communicating with WM drivers via text messaging. WM can communicate same day service request to the driver as well as provide documentation of service time for all Okaloosa County customers. In addition, these tablets can be used to notify a driver that a customer has not paid, their service has been terminated, and they should not pick up the customers trash.
5. Finally, Waste Management is the largest solid waste and recycling company in North America and our personnel are always looking at innovative ways to serve our customers and provide new ideas to pass on to them, whether it be new information on recycling or new safety features implemented to serve our customers and Okaloosa County.

Waste Management is proud of the service we have provided to Okaloosa County. We look forward to extending our partnership with the County and to continue to provide world-class service to the residents of Okaloosa County.

PROPOSER'S NAME: *Waste Management Inc.* *2/21/17*

SERVICE OPTION: 2-1-1 (without termination for convenience and with a 5-yr term)

a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 1x per week (includes Bulk Waste Collection) utilizing the following:	
a	Existing County-owned carts without RFID	\$ <i>8.77</i>
2	Recyclables: 1x per week	
b	<del>New 96 gallon carts without RFID</del> <i>18 gallon BIN recycling</i>	\$ <i>2.59</i>
3	Yard Trash: 1x per week	\$ <i>4.69</i>
7	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$
8	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	\$

*Disposal - \$41.75/ton* *\$16.05*

*Approved*  
*2/21/17*  
*[Signature]*

PROPOSER'S NAME:

Waste Management Inc. 2/21/17

SERVICE OPTION: 2-1-1 (without termination for convenience and with a 5-yr term)

a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 1x per week (includes Bulk Waste Collection) utilizing the following:	
a	Existing County-owned carts without RFID	\$ 9.25
2	Recyclables: 1x per week	
b	New 96 gallon carts without RFID	\$ 3.31
3	Yard Trash: 1x per week	\$ 4.69
7	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$
8	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	\$

Disposal - \$41.75/ton

\$ 17.25

Approved

2/21/17

*[Signature]*

### Form D: Financial Proposal for Residential Collection Services

**Form D – Financial Proposal for Residential Collection Services**

**PROPOSER'S NAME:** Waste Management Inc. of Florida

Proposer shall fill in all proposed pricing (yellow highlighted cells); all other cells are either cells to be totaled by Contractor and/or County provided data (estimated customer counts). Proposed costs submitted should include collection costs only (no disposal) in addition to County required administrative fees. The Proposed Cost per Unit per Month submitted shall include a five percent (5%) administrative fee to be paid to the County for all Residential Customers billed by the County. Contractor shall be responsible for billing customers not billed by the County. All unit prices shall be rounded to the nearest cent. Estimated customer counts (unit numbers) are provided for evaluation purposes only and are not guaranteed. The Total Annual Estimated Cost is calculated for evaluation purposes only.

SERVICE OPTION #1: 2 – 1 – 1 Collection with Roll Carts		
a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 2x per week (includes Bulk Waste Collection)	\$ 10.76
2	Recyclables: 1x per week	\$ 3.95
3	Yard Trash: 1x per week	\$ 4.69
4	Total Monthly Fee per Unit (Line 1c+2c+3c)	\$ 19.40
5	Estimated Units	32,500
6	Annualized Cost for Residential Collection Service Option #1 [(Line 4c x Line 5c) x 12 months]	\$ 7,566,000.00
7	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$ 8.00/each
8	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	\$175.00 call out charge + \$10.00/ cubic yard

## Tab 3: Financial Proposal

*At a minimum, Proposer must complete Forms D, E, and F in their entirety (including both service options for Residential Collection Service). All unit prices shall be rounded to the nearest cent. If not, unit prices will be rounded to the nearest cent and extended prices will be recalculated. The service option selected will be a policy decision made in the sole discretion of the County and does not have to be based solely on price. Forms D, E, and F must be completed, printed, and included as part of the Financial Proposal (Tab 3).*

*If change in scope is being proposed with an alternative price proposal, Proposer shall provide a complete and detailed explanation of all costs and revenues to the County in its proposal. The Financial Proposal shall provide a complete financial picture of the proposed operations and clearly define the net financial impact to the County.*

Please see the following pages for the Financial Proposal.

SERVICE OPTION #2: 1 - 1 - 1 Collection with Roll Carts		
a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 1x per week (includes Bulk Waste Collection)	\$ 7.75
2	Recyclables: 1x per week	\$ 3.95
3	Yard Trash: 1x per week	\$ 4.69
4	Total Monthly Fee per Unit (Line 1c+2c+3c)	\$ 16.39
5	Estimated Units	32,500
6	Annualized Cost for Residential Collection Service Option #1 [(Line 4c x Line 5c) x 12 months]	\$ 6,392,100.00
7	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$ 8.00/each
8	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	\$175.00 call out charge + \$10.00/ cubic yard

## Form E: Financial Proposal for Transfer Station Operations, Solid Waste Disposal, and Recyclables Delivery

### Form E – Financial Proposal for Transfer Station Operations, Solid Waste Disposal, and Recyclables Delivery

**PROPOSER'S NAME:** Waste Management Inc. of Florida

Proposer shall fill in all proposed pricing (yellow highlighted cells) and total column (c). All unit prices shall be rounded to the nearest cent. Unit numbers and tonnage are provided for evaluation purposes only and are not guaranteed.

#### Transfer Station Operations, Solid Waste Disposal, and Recyclables Delivery

If an alternative financial proposal is submitted, the proposal shall clearly describe, define, and quantify the change of scope and associated pricing structure.

Line	Service	(a)	(b)	(c)
		Fee/Ton	Est. Annual Tons	Est. Annual Value (a x b)
20	Transfer Station Operations	7.65	113,500	\$ 868,275.00
21	Haul and Processing / Disposal of Solid Waste	38.04	110,000	\$ 4,184,400.00
22	Haul and Delivery of Recyclables to Designated Recycling Facility	13.43	3,500	\$ 47,005.00
23	Total Annual Estimated Cost for Transfer, Processing/Disposal, and Delivery Services (20c+21c+22c)			\$ 5,099,680.00



### Form F: Total Proposed Contract Value

**Form F – Total Proposed Contract Value**

**PROPOSER'S NAME:** Waste Management Inc. of Florida

Proposer shall copy appropriate totals from Forms D and E. Totals must match exactly or the totals on Form D and E shall prevail.

Residential Collection Service	
Service	Est. Annual Service Value
Estimated Annual Cost for Service Option #1 (2-1-1)	\$ 7,566,000.00
Estimated Annual Cost for Service Option #2 (1-1-1)	\$ 6,392,100.00
Transfer Station Operations, Solid Waste Disposal, and Recyclables Delivery	
Estimated Annual Cost for Transfer, Processing/Disposal, and Delivery Services	\$ 5,099,680.00

Total Proposed Annual Contract Value - Service Option #1 (2-1-1 Collection Service plus Transfer/Processing/Disposal and Recyclables Delivery Cost)	\$ 12,665,680.00
---	------------------

Total Proposed Annual Contract Value - Service Option #2 (1-1-1 Collection Service plus Transfer/Processing/Disposal and Recyclables Delivery Cost)	\$ 11,491,780.00
---	------------------

## Tab 4: Required Submissions

*Proposer must provide the following with its submittal.*

- *Respondent Acknowledgement Form (cover page of RFP)*
- *Company Data*
- *Addendum Acknowledgement*
- *Indemnification and Hold Harmless*
- *Drug-Free Workplace Certificate*
- *Conflict of Interest Disclosure*
- *Federal E-Verify Compliance Certificate*
- *No Contact Clause*
- *Lobbying Form*

*Proposal Bond - Proposer must submit a money order, cashier's check, certified check, or bond made payable to Okaloosa County in the amount of twenty-five thousand dollars (\$25,000.00).*



---

## REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

---

**RFP TITLE:**Solid Waste & Recyclables Collection, Transfer,  
and Processing/Disposal**RFP NUMBER:**

RFP 81-16

**MANDATORY PRE-PROPOSAL MEETING:**

SEPTEMBER 26, 2016 10:00 A.M. CT

**LAST DAY FOR QUESTIONS:**

OCTOBER 10, 2016 3:00 P.M. CT

**SUBMITTAL DEADLINE:**

NOVEMBER 10, 2016 3:00 P.M. CT

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**NOTE: PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.**

---

All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Deadline." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn after the submittal deadline.

---

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Waste Management Inc. of Florida

MAILING ADDRESS 108 Hill Avenue NW

CITY, STATE, ZIP Ft. Walton Beach, FL 32548

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 59-1094518

TELEPHONE NUMBER: 850-301-2829 EXT: \_\_\_\_\_ FAX: 985-960-2300

EMAIL: kcowen@wm.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *David Myhan* TYPED OR PRINTED NAME David Myhan

TITLE: Vice President DATE 11/10/2016

## NOTICE TO RESPONDENTS RFP 81-16

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CT) November 10, 2016**, for Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal.

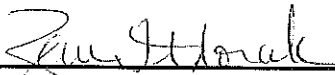
Interested Respondents desiring consideration shall provide an original and five (5) copies (total of 6) and an identical electronic copy on a CD or flash drive of their Request for Proposals (RFP) response. Submissions shall be portrait orientation, unbound, 8 ½" x 11" where practical, double-sided, and on paper with at least thirty percent (30%) post-consumer recycled-content. **All originals must have original signatures in blue ink.** Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

**A mandatory pre-proposal meeting will be held at 10:00 am (CST), September 26, 2016 at –Public Works Building, Training Room, 1759 S. Ferdon Blvd., Crestview, FL 32536.**

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m., **NOVEMBER 10, 2016** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.** All submittals must be in sealed envelopes reflecting on the outside thereof "Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal," "RFP Number," and "RFP Deadline." Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the respondent submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:  
Solid Waste & Recyclables Collection, Transfer,  
and Processing/Disposal  
Okaloosa County Purchasing Department  
5479-A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Zan Fedorak  
Purchasing Manager

9/8/16  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.  
Chairman

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## SECTION 1: GENERAL INSTRUCTIONS TO PROPOSERS

### Project Description

The intent of this procurement process is to enter into an agreement with a single contractor to (a) provide Residential Solid Waste, Recyclables, Yard Trash, and Bulk Waste Collection in the Service Area, (b) operate the County's North and South Transfer Stations, (c) provide transportation of Recyclables to a processing facility, and (d) provide transportation of Solid Waste to either a processing facility or a disposal facility.

The County encourages Proposers to assemble teams, if necessary, that are capable of competitively providing all of the services required in this RFP. The County reserves the right to award to the Proposer submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of the County, and to waive any irregularity or technicality in proposals received.

Definitions used in this RFP are defined in the draft Agreement (Attachment A).

### Procurement Schedule

The following schedule will be followed for this procurement:

Advertisement Date	September 12, 2016
Mandatory Pre-Proposal Meeting	September 26, 2016 at 10:00 a.m. CT
Deadline for Questions	October 10, 2016 at 3:00 p.m. CT
Submittal Deadline	November 10, 2016 at 3:00 p.m. CT

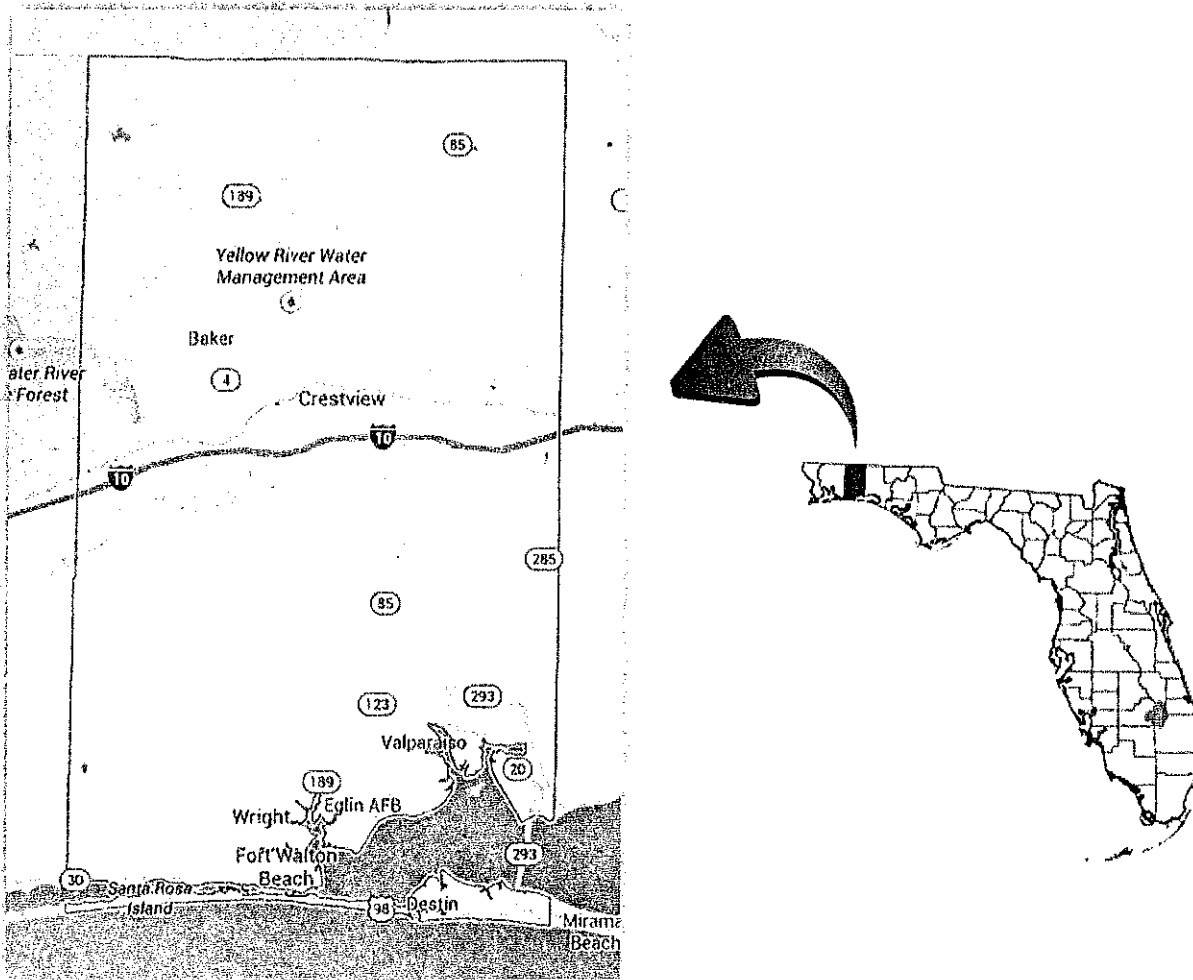
All times, dates, and actions are subject to change. A mandatory pre-proposal meeting will be held at the Public Works Building, Training Room, 1759 S. Ferdon Blvd., Crestview, Florida, 32536 on September 26, 2016 at 10:00 A.M. (CT) to provide an opportunity for Proposers to discuss the proposal. If the pre-proposal meeting is not attended, a Proposer's submittal will not be considered. Optional site visits to the Transfer Stations will be scheduled for the afternoon of the pre-proposal meeting.

## SECTION 2: BACKGROUND

### 1. Background Information

Okaloosa County (County) is located in the northwestern portion of the State of Florida. The City of Crestview is the County seat. The estimated population in 2015 was 110,280 for the unincorporated areas and 191,898 for the entire County.<sup>1</sup> The County encompasses 930 square miles of land.

**Figure 1: Location of Okaloosa County (Florida Panhandle Region)**



This background information explains the County's current residential Solid Waste and Program Recyclables collection, Transfer Stations, and processing and disposal system. Proposers should be aware that, through this RFP process, the County is considering a variety of changes to the existing system including, but not limited to, bundling services, consolidating service areas, in general removing large multi-family complexes (greater than 5 units) from Residential Collection Service, requesting multiple Residential Collection Service level options, designating a Recyclables processing facility, and utilizing proven technologies for waste processing. The County's primary objectives are to obtain quality service, secure the best prices for services, and increase diversion to reach the Florida Legislature's goal of achieving 75% recycling by the year 2020. The intent of this procurement process is to enter into an agreement with a single contractor to (a) provide Residential Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste Collection in the Service Area,

<sup>1</sup> Source: University of South Florida, Bureau of Economic and Business Research, October 2015.



(b) operate the County's Transfer Stations, (c) provide transportation of Recyclables to a processing facility, and (d) provide transportation and final disposal of Solid Waste via either a processing facility or a final disposal facility.

The County encourages Proposers to assemble teams, if necessary, that are capable of competitively providing all of the services required in this RFP. The County reserves the right to award to the Proposer submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of the County, and to waive any irregularity or technicality in proposals received.

## 2. Collection Services

The County is responsible for providing solid waste management services to unincorporated areas of the County. The current franchisee, Waste Management Inc. of Florida (WM), provides exclusive residential Solid Waste and Program Recyclables collection for Single Family and Multi-Family Units within five designated service areas. The County anticipates consolidating the service areas and retaining a single service provider. As mentioned above, it is the County's intent to generally exclude multi-family complexes / properties (greater than 5 dwelling units) from Residential Collection Services.

The County has drop-off facilities at the Transfer Stations for Recyclables, White Goods, tires, and E-Waste, as well as household hazardous drop-off facilities in the north county and south county. Yard Trash is typically directed to the Baker or Wright Landfills for processing by the County. The Service Area map, provided in Exhibit 2 of Attachment A, identifies the location of County facilities.

Each municipality within the County is responsible for its own solid waste collection program. Either the municipality or a contracted service provider provides collection of residential and commercial solid waste and residential Program Recyclables. Table 1 below provides the current collection provider and contract expiration information for each municipality in the County.

**Table 1: Municipality Service Provider and Contract Expiration**

Municipality	Service Provider	Contract Expiration
Cinco Bayou	Waste Management	12/31/20
Crestview	Waste Pro	9/30/18
Destin	Waste Management	9/30/16
Fort Walton Beach	City	N/A
Mary Esther	Waste Management	12/30/18
Niceville	Waste Management	10/31/17 (Commercial) 10/31/22 (Residential)
Shalimar	Waste Management	4/30/16
Valparaiso	City	N/A

The County's current franchise includes exclusive collection service for Single Family and Multi-Family Units. Single Family Units receive twice per week curbside collection of Solid Waste in 96-gallon roll carts. Multi-Family Units with curbside access may choose to receive collection service at the same level as Single Family Units and be billed as an individual unit or receive collection of Solid Waste in carts, dumpsters, or compactors with a single bill.

Program Recyclables are collected once per week, Single Stream, in bins for Single Family Units and, on a subscription basis, in carts for Multi-Family Units. Recyclable materials currently accepted include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked #1-#7, glass bottles and jars, tin and ferrous cans, and poly-coated cartons.

Segregated Yard Trash is collected once per week from Single Family Units. Yard trash is containerized or placed in bundles less than fifty (50) pounds each whenever practical and with no dimension over six (6) feet

in length and four (4) inches in diameter each. Items not easily containerized or bundled are collected unbundled.

Bulk Waste is collected once per week, or within seven Days of receiving a request for such a pickup, from Single Family Units. With the exception of individual items of household furniture or White Goods, Bulk Waste is limited to two (2) cubic yards per Dwelling Unit per collection event. Bulk Waste is collected in such a manner that allows separation of White Goods, E-Waste, tires, and other Recyclables upon delivery to one of the Transfer Stations.

Table 2 provides the residential Tons collected and delivered to the Transfer Stations by WM pursuant to the current franchise for the past three calendar years.

**Table 2: Residential Collection Tonnage**

Material	CY2015 Tons	CY2014 Tons	CY2013 Tons
Garbage/Trash	37,673	38,380	37,040
Recyclables – Single Stream	3,491	3,473	3,303
Yard Trash	9,970	11,467	10,705
Total	51,134	53,320	51,048

The current Residential Solid Waste and Recycling Collection Franchise Agreement was renegotiated in 2010. The franchise agreement will expire March 31, 2017.

The County provides billing and collection for Solid Waste and Program Recyclables collection services to residents that receive a bill from the County Water and Sewer Department. The County charges the franchisee a five percent (5%) administrative fee on the Contractor rate of accounts billed by the County. In October 2015, the County billed 25,342 residential accounts and the franchisee billed 7,200 residential accounts. In the same month, franchisee serviced and billed approximately 200 multi-family accounts with approximately 170 roll carts and 280 containers.

The County does not guarantee tonnages or numbers of customers throughout the term of the agreement.

### 3. Transfer Stations Operations

The County has contracted with WM for transfer station operations, transfer, and disposal of Solid Waste in addition to the transfer and processing of Recyclables. WM operates the County’s two Transfer Stations, the North Transfer Station (NTS) and South Transfer Station (STS). The scale house at NTS is operated by the County due to other County activities at the location. The STS is currently owned by WM through the franchise agreement, but at the expiration of the agreement, ownership will revert to the County. The County sets the tip fee at the Transfer Stations.

WM transports Solid Waste to Springhill Landfill in Jackson County and is provided the option to transfer C&D to a permitted facility of its choosing. White Goods, tires, and E-Waste are managed by the County and processed through a third party.

The current Solid Waste Transfer Station Operation Agreement was renegotiated in 2010 and will expire on March 31, 2017. The County currently pays WM \$40.21 per Ton for the transfer and disposal of Solid Waste. The current tip fee schedule is provided in Attachment C. Recyclables delivered by or on behalf of the County, Municipalities, or by private citizens directly, or collected by the Contractor from Commercial Businesses in the County are accepted at no charge. Recyclables delivered by or on behalf of the County result in a revenue payment to the County based on the average market value. With the new contract the County will designate a processing facility for the transfer and delivery of Recyclables.

#### A. South Transfer Station

The STS is situated on a 6.6 acre parcel located at 630 Transit Way, Fort Walton Beach, Florida. Approximately 3.5 acres of the parcel are used for transfer station operations, with the remainder being undeveloped or allocated to other uses such as roadways, storm water management facilities, or

employee parking areas. The transfer station operations are primary conducted within a 20,000 sf (approximate area) transfer station building. The building houses the tipping floor and trailer loading area. The building is steel frame with metal siding and was originally constructed in 1989. A single story office building is located adjacent to and contiguous with the south side of the tipping area. The office building is approximately 1,400 sf in size and houses the reception area, administrative office, scale attendant area, restrooms, locker/shower facility, and employee lounge. Other miscellaneous structures on the site include a 100,000 gallon firewater storage tank, a fire sprinkler pump house, a fuel island, and a 10,000 gallon above ground diesel storage tank with containment. The STS is expected to remain in continuous operation over a minimum of 35 years.

Adjacent to the STS is the Recycling Facility. The 6,500 sf metal structure is a partially open facility with a solid back wall and partial side walls. The facility was used at one time to bale Single Stream materials for transport. Currently Single Stream materials are tipped on the transfer station tip floor and loaded into trailers for transport. However, WM directs homogenous materials, such as segregated cardboard, to the Recycling Facility where the materials are baled and transported for marketing. No other processing of materials occurs at the facility at this time.

The amount of Solid Waste accepted at the facility varies and the daily hauling capacity of the facility is approximately 550 tpd, which necessitates the temporary storage of minor amounts of waste during peak periods. When additional capacity is needed, additional transfer trailers are used. Stored putrescible wastes are not allowed to remain unprocessed for more than 48 hours.

## **B. North Transfer Station**

The NTS is located at 1415 Charlie Day Road, Baker, Florida, the County's Baker West Landfill. The transfer station operations are conducted primarily in the transfer station building that houses the tip floor and trailer loading area with a covered area of approximately 7,200 sf. The building is steel frame with metal siding on three sides. The loading area has a ten-foot overhang to minimize rainfall from blowing into the tipping floor and trailer loading areas. A modular office is located just east of the transfer station building. The office is approximately 500 sf in size and includes an office area and restroom. The NTS is expected to remain in continuous operation for at least 40 years.

The transfer station has been designed for the loading of a 24-Ton transfer trailer and has an estimated capacity of 350 tpd (based on an 11-hour day). Putrescible waste is not allowed to remain unprocessed for more than 48 hours unless provisions are made to control vectors and odor. If vectors and odors are properly controlled, putrescible wastes may be stored for up to 7 Days. Any other unauthorized waste received by the facility shall be segregated and transported to an authorized disposal or recycling facility within 30 Days of receipt.

Table 3 provides inbound Tons, broken down by material, received by the Transfer Stations in the past three calendar years. The tonnage data is provided for informational purposes only and the County makes no guarantee as to the quantity of waste delivered to the Transfer Stations in the future. In addition, the Transfer Stations also provide the service of certifying vehicle weight and does not charge military vehicles with ID and current orders for this service.

**Table 3: Transfer Stations Inbound Tons and Tickets**

South Transfer Station (Contractor-run Scalehouse)	CY2015		CY2014		CY2013	
	Tons	Tickets	Tons	Tickets	Tons	Tickets
MSW	102,908	22,379	101,855	21,039	106,430	21,777
C&D - Host	4,057	889	5,260	1,175	4,685	924
Recyclables	10,362	3,851	9,418	3,519	8,202	4,028
Certified Weight/Other	-	1,724	-	1,964	-	1,704
Subtotal	117,327	28,843	116,533	27,697	119,317	28,443
North Transfer Station (County-run Scalehouse)	CY2015		CY2014		CY2013	
	Tons	Tickets	Tons	Tickets	Tons	Tickets
MSW	10,529	22,508	10,806	21,573	14,168	21,183
C&D - Host	187	50	156	34	475	93
Subtotal	10,716	22,558	10,962	21,607	14,643	21,276
Grand Total	128,043		127,495		133,960	

**4. Waste and Recyclables Composition**

In August 2014, a Waste Composition Study (WCS) was conducted of waste delivered to the STS by the County's residents and businesses for disposal. Figure 1 depicts the composition of the aggregate waste stream disposed including Single Family residential waste, Multi-Family residential waste, and commercial waste. In addition, concurrently a Recyclables Composition Study (RCS) was conducted of the recyclable materials collected through the County's Single Stream recycling program. The County's recycling program also influences the composition of not only the materials that are recycled, but also the waste that is disposed. Figure 2 depicts the composition of Single Stream Program Recyclables collected by the County's franchise hauler.

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**Figure 1: Potentially Recyclable or Compostable Materials in Waste Disposed (% by weight)**

Material Categories		Single Family	Multi-Family	Commercial	Aggregate
1	Newspaper	2.2%	2.4%	0.8%	1.8%
2	Corrugated Containers	4.7%	2.8%	11.1%	6.3%
3	Office Paper	1.1%	1.3%	1.0%	1.1%
4	Other Recyclable Paper	11.3%	13.6%	8.3%	10.8%
6	Aseptic Containers	0.2%	0.3%	0.1%	0.2%
	Accepted Recyclable Fiber	19.4%	20.4%	21.3%	20.2%
7	PET Containers	1.5%	2.9%	1.7%	1.8%
8	HDPE Containers	1.0%	1.0%	0.9%	1.0%
10	Other Plastic Containers (#3-#7)	1.0%	1.6%	0.9%	1.1%
15	Tin/Steel Cans	1.5%	0.9%	1.3%	1.3%
18	Aluminum Cans	0.8%	1.9%	1.0%	1.1%
20	Glass Containers	4.3%	7.3%	2.2%	4.2%
	Accepted Recyclable Containers	10.0%	15.6%	8.0%	10.5%
30	Yard Waste	15.2%	3.2%	5.0%	9.9%
<b>MATERIALS ACCEPTED IN EXISTING PROGRAMS</b>		<b>44.7%</b>	<b>39.2%</b>	<b>34.3%</b>	<b>40.5%</b>
9	Other Non-Bottle Plastics #1 and #2	0.6%	0.7%	0.8%	0.7%
11	Bulky Rigid Plastics	1.2%	1.0%	1.8%	1.4%
12	Non-Rigid Plastic Film	5.3%	5.0%	6.4%	5.6%
13	Expanded Polystyrene	0.9%	1.0%	1.0%	0.9%
14	All Other Plastics	1.6%	1.3%	0.8%	1.3%
16	White Goods/Small Appliances	0.1%	2.1%	0.0%	0.4%
17	Other Ferrous	2.4%	1.6%	0.8%	1.7%
19	Other Non-Ferrous	0.4%	0.4%	0.6%	0.5%
24	Electronics	1.3%	1.1%	1.5%	1.3%
<b>OTHER POTENTIALLY RECYCLABLE MATERIALS</b>		<b>13.8%</b>	<b>14.2%</b>	<b>13.8%</b>	<b>13.9%</b>
5	Low Grade Paper	4.5%	8.6%	6.3%	5.8%
26	Clean Wood Waste	0.3%	0.0%	3.8%	1.3%
31	Food Waste	11.7%	19.3%	14.9%	14.1%
<b>OTHER COMPOSTABLE MATERIALS</b>		<b>16.6%</b>	<b>27.9%</b>	<b>25.0%</b>	<b>21.3%</b>
21	Other Glass	0.5%	1.2%	0.5%	0.6%
22	Textiles	4.9%	0.7%	2.6%	3.5%
23	Special Wastes	0.0%	0.0%	0.3%	0.1%
25	Household Batteries	0.1%	0.1%	0.1%	0.1%
27	Treated Wood Waste	0.6%	1.1%	2.8%	1.4%
28	C&D Debris	7.5%	2.0%	6.6%	6.2%
29	Tires and Rubber	0.4%	0.2%	0.3%	0.3%
32	All Other Garbage	10.2%	11.1%	11.9%	10.9%
33	Liquids	0.7%	2.2%	1.5%	1.2%
34	Grit	0.0%	0.0%	0.3%	0.1%
<b>ALL OTHER MATERIALS</b>		<b>25.0%</b>	<b>18.7%</b>	<b>26.8%</b>	<b>24.3%</b>
<b>TOTALS</b>		<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

**Figure 2: Composition of Single Stream Program Recyclables (% by weight)**

	Material Category	Weighted Average	90% Confidence Interval	
			Lower Bounds	Upper Bounds
1	Newspaper	14.3%	12.0%	16.6%
2	Corrugated Containers	14.7%	12.0%	17.3%
3	Wax Cardboard	0.0%	0.0%	0.1%
4	Mixed Paper	23.3%	19.6%	27.1%
5	Loose Shredded Paper	0.2%	0.0%	0.5%
6	Aseptic Containers	0.4%	0.3%	0.6%
7	PET Bottles	4.5%	3.9%	5.1%
8	Natural HDPE Bottles	1.8%	1.4%	2.2%
9	Colored HDPE Bottles	1.8%	1.4%	2.1%
10	Non Bottle PET	0.8%	0.7%	1.0%
11	Non Bottle HDPE	0.8%	0.6%	1.0%
12	Polystyrene Containers	0.5%	0.4%	0.7%
13	Mixed Plastic Containers	1.6%	1.3%	1.9%
14	Bulky Rigid Plastic	1.8%	1.0%	2.7%
15	Plastic Film	1.4%	1.1%	1.6%
16	Non Container Polystyrene	0.3%	0.1%	0.5%
17	Glass Containers	19.2%	15.2%	23.2%
18	Aluminum Cans	1.9%	1.7%	2.2%
19	Aluminum Foil and Pie Plates	0.3%	0.1%	0.4%
20	Tin/Steel Cans	2.2%	1.9%	2.5%
21	Scrap Metals	0.8%	0.3%	1.2%
22	Rejects	3.9%	2.7%	5.2%
23	Grit	3.1%	2.3%	3.9%
24	Liquids	0.4%	0.2%	0.6%
<b>TOTAL</b>		<b>100.0%</b>		

Note: Columns might not appear to add correctly due to rounding.

**SECTION 3: SCOPE OF WORK**

This section provides a brief description of services being sought. Proposers should also thoroughly examine the full terms and conditions of the draft Agreement (Attachment A). The County anticipates negotiating a detailed agreement with successful Proposer; however, the County has developed specifications for certain services within the scope of work in order to provide as much detail as possible to assist the Proposer in developing the most comprehensive and competitive proposal.

**1. Term of Contract**

The term of this Agreement shall be for a period of ten (10) years beginning on the Commencement Date. This Agreement may be renewed upon mutual agreement in writing for two (2) additional terms of five (5) years under the same terms and conditions as the initial term, including amendments.

**2. Residential Collection Services**

The Contractor will be granted the exclusive right and responsibility to provide Residential Collection Service including the collection of residential Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste.

A graphical depiction of the Service Area is provided in Exhibit 2 of Attachment A.

The County is requesting pricing for two different levels of service as outlined below. The service option selected will be a policy decision at the sole discretion of the County and does not have to be based solely on price. Approximately 32,500 customers receive Residential Collection Service; however, the County does not guarantee the number of units to be serviced.

The Contractor will be required to purchase two Roll Carts, one for Solid Waste and one for Recyclables, for each Residential Customer. The Roll Carts must meet the technical specifications provided in Exhibit 7 of Attachment A. The standard program-size Roll Carts include a ninety-six (96) gallon cart for Solid Waste and a ninety-six (96) gallon cart for Recyclables; however, alternatively-sized Roll Carts shall be made available upon customer request.

Service Option #1:

Type of Service	Level of Service
Solid Waste	Twice per week carted collection of Solid Waste, at least three (3) Days apart, with Contractor-provided 96-gallon Roll Carts.
Program Recyclables	Once per week Single Stream carted collection of Program Recyclables with Contractor-provided 96-gallon Roll Carts collected on the same day as Solid Waste.
Yard Trash	Once per week collection of Yard Trash containerized, bundled, or stacked/piled, less than fifty (50) pounds each, with no dimension over six (6) feet in length and four (4) inches in diameter each. Items not easily containerized or bundled are collected unbundled. Yard Trash is collected on one of the same days as Solid Waste, but not the same day as Recyclables.
Bulk Waste	Once per week collection of Bulk Waste in such a manner that allows separation of White Goods, E-Waste, tires, and other Recyclables upon delivery at the Transfer Stations. Weekly collection of Bulk Waste shall include up to four (4) cubic yards, excluding individual items of furniture and White Goods, per week at no charge. If excess (greater than four (4) cubic yards) or non-compliant bulk waste is placed curbside, Contractor shall make additional Bulk Waste collection available to the customer at a rate to be proposed by Contractor. Contractor shall invoice Customer directly for additional Bulk Waste collection.

Service Option #2:

Type of Service	Level of Service
Solid Waste	Once per week carted collection of Solid Waste with Contractor-provided 96-gallon Roll Carts.
Program Recyclables	Once per week Single Stream carted collection of Program Recyclables with Contractor-provided 96-gallon Roll Carts collected on the same day as Solid Waste.
Yard Trash	Once per week collection of Yard Trash containerized, bundled, or stacked / piled, less than fifty (50) pounds each with no dimension over six (6) feet in length and four (4) inches in diameter each. Items not easily containerized or bundled are collected unbundled. Yard Trash is not collected on the same day as Solid Waste and Recyclables.
Bulk Waste	Once per week collection of Bulk Waste in such a manner that allows separation of White Goods, E-Waste, tires, and other Recyclables upon delivery at the Transfer Stations. Weekly collection of Bulk Waste shall include up to four (4) cubic yards, excluding individual items of furniture and White Goods, per week at no charge. If excess (greater than four (4) cubic yards) or non-compliant bulk waste is placed curbside, Contractor shall make additional Bulk Waste collection available to the customer at a rate to be proposed by Contractor. Contractor shall invoice Customer directly for additional Bulk Waste collection.

**3. Transfer Stations Operations & Disposal**

The Contractor shall operate the Transfer Stations utilizing industry best standards and in accordance with the rules and regulations of the Florida Department of Environmental Protection (FDEP) including, but not limited to 62-701.801 F.A.C. and all referenced codes, for the purpose of receiving and transporting Acceptable Waste to a processing facility or disposal site. The scope of services generally includes, but is not limited to, providing all labor, materials, equipment, financial security, insurance, payment of taxes, and providing all services of any kind whatsoever to operate, maintain, and, if desired, expand the Transfer Stations.

**A. Facilities**

Contractor shall be responsible for maintaining and keeping all the designated buildings and grounds of the Transfer Stations in good condition as delineated in Attachment A. The boundaries of the areas for which Contractor is responsible are defined on the site maps in Exhibit 3 of Attachment A.

**B. Days/Hours of Operation**

The facilities operate six (6) days a week and are open for receiving materials from 6:00 a.m. to 5:00 p.m. CT, Monday through Friday, and 6:00 a.m. to 12:00 noon CT, Saturday. The facilities close for New Year's Day, Thanksgiving, and Christmas.

**C. Equipment**

Contractor shall provide preventative maintenance, routine maintenance, and repair of all equipment and systems at the facilities, including, but not limited to, operations, safety, and odor control. Contractor will be responsible for the replacement of equipment and systems as needed.

**D. Permits**

The NTS FDEP operating permit held by the Okaloosa County Board of County Commissioners expires November 2017; the STS FDEP operating permit held by Waste Management, Inc. of Florida expires February 2020. The STS FDEP operating permit will be transferred to the County's name upon termination of the current transfer station operations contract. Contractor shall be responsible for and bear all costs of maintaining, modifying, and renewing all permits and approvals from any governmental entity required to operate the facilities. The County will continue to be named on the



operating permits. None of the facilities have any outstanding compliance issues or on-going compliance monitoring activities.

**E. Recyclables**

Contractor shall bear all costs associated with the transportation and delivery of Recyclables to the Designated Recycling Facility. For purposes of this solicitation, the Designated Recycling Facility is the Emerald Coast Utility Authority's Material Recovery Facility located at Escambia County's Perdido Landfill, 13009 Beulah Road, Cantonment, Florida 32533.

**F. Material Recovery (optional)**

The County is seeking waste diversion solutions to help achieve the State's 75% recycling goal. Proposer may propose the incorporation of processes to recover materials from waste received at the Transfer Stations or transferring waste to a solid waste processing facility. If solid waste processing is proposed, Contractor shall bear all costs associated with permitting, transporting, processing, and marketing of Recovered Materials, and final disposition of non-Recovered Materials.

**G. Disposal**

Contractor shall bear all costs associated with the transportation and disposal of Solid Waste.

## SECTION 4: PROPOSAL FORMAT AND EVALUATION

### 1. Submittal Instructions

Proposals submitted in response to this RFP must be made in the official name of the firm or individual under which the business is conducted (showing the official business address) and the Proposer's Acknowledgement (the cover page of this RFP) must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Proposer shall submit one (1) original and five (5) copies (total of 6) and an identical electronic copy on CD or flash drive in a sealed package. All electronic copies shall be in Microsoft Word or Adobe Acrobat in the most recent software version. Proposers agree to fully comply with the Public Records Act. Should deviations occur, the signed original submittal shall prevail.

Submissions shall be portrait orientation, unbound, 8 1/2" x 11" where practical, double-sided, and on paper with at least thirty percent (30%) post-consumer recycled-content. Please note page limits in each section. One (1) sheet of paper printed on both sides is considered two (2) pages. All forms provided and required shall be completed in entirety, typed or in blue or black ink. **All originals must have original signatures in blue ink.**

### 2. Proposal Content and Format

The County requires a uniform format to ensure that all proposals are fairly evaluated. Proposals shall be organized as outlined below and shall include the information specified.

#### Cover Letter

Provide a cover letter indicating your company's understanding of the requirements/scope of services/specifications of this RFP. The letter must be a brief formal letter (no more than two (2) pages; a single sheet of paper printed double-sided is considered two (2) pages) from the Proposer that provides information regarding the company's familiarity and interest in providing the requested services. A person who is authorized to commit the Proposer's organization to provide the goods/services included in the response must sign the letter.

#### Tab 1: Technical Proposal

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP. The County is looking for proposals that maintain a high level of customer service while maximizing diversion, efficiency, and cost-effectiveness. This section of the proposal shall be no more than twenty (20) numbered pages and, at a minimum, shall include the following information:

#### a. Project Organization:

Proposer shall present the system-wide approach to this project. Proposer shall include a project organization chart for all services proposed indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Any joint venture partners and/or subcontractors shall be clearly identified.

#### b. Collection Services:

- 1) Proposer shall explain how it plans to provide the Residential Collection Service as described herein. At a minimum, Proposer shall describe the primary methods by which Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste will be collected, including level of automation (manual rear load, semi-automated rear or side load, fully-automated side or front load); a list of the types (make, model, and fuel used) and number of vehicles that would be used to provide collection services; number of collection and customer service staff; and how materials would be handled following collection.

- 2) Proposer shall explain how it would transition into providing these services and how it would maintain customer service and satisfaction throughout the term of this Agreement. Proposer shall provide a basic transition timeline.
- 3) Proposer shall describe the Radio Frequency Identification (RFID) based service (or similar technology) verification and asset management technology/systems it intends to use. Proposer shall describe in detail how it plans to record, manage, and report information, and include the use of RFID-based systems in satisfying reporting requirements. Proposers are encouraged to submit examples of report formats.

**c. Transfer Station Operations:**

Proposals shall present the technical aspects of the Proposer's plan for operating and maintaining the Transfer Stations, as well as transferring of Acceptable Waste. The technical proposal shall be in sufficient detail to allow the County to evaluate the Proposer's ability to comply with operational performance standards required by the FDEP Transfer Station Permit and Applicable Law, and to maintain the condition and functionality of all aspects of the Transfer Stations (including buildings, grounds, equipment, and systems). The description shall include, but is not limited to:

- 1) Staffing, practices, and procedures;
- 2) Safety plan;
- 3) Emergency operation plan;
- 4) Design of operations, including facility modifications, if required;
- 5) Equipment that will be utilized, including manufacturer, identification or model number, number of units, and backup provisions;
- 6) Additional non-franchise Tons, by type, anticipated to be brought to the Transfer Stations by Proposer (e.g., Class 1, C&D, etc.);
- 7) Transfer system for Solid Waste; and
- 8) Transfer system for Recyclables and how it retains the integrity of materials for optimum recovery.

**d. Solid Waste Processing/Disposal:**

The County desires to increase diversion to attempt to reach the Florida Legislature's goal of achieving 75% recycling by the year of 2020 and is seeking assistance to accomplish this goal. Proposer may present on-site and/or off-site Solid Waste processing options. If processing options are proposed, Proposer shall include what technology or processes will be utilized, an estimated diversion rate, and the methodology that will be used to achieve the estimated diversion rate. The technology or processes proposed must be successfully demonstrated by an existing commercial-scale operation. If the proposed process/facility will not be operational as of the Commencement Date, an interim solution shall be described. Proposer must identify where Solid Waste will be disposed.

**e. Recyclables Delivery:**

The County desires Recyclables accepted at the Transfer Stations to be transported and delivered to the County's Designated Recycling Facility. Proposer shall describe the methods and means for transporting and delivering Recyclables, including the types of equipment and vehicles used and the minimum tonnage per transfer load proposed, in order to retain the integrity of the materials for optimum recovery.

## Tab 2: Qualifications and References

Proposer shall clearly and succinctly demonstrate its experience, and the experience of key team members, in providing the services requested in this RFP. This section of the proposal shall be no more than twenty (20) numbered pages, not including any financial statements, and, at a minimum, shall include the following information. Financial statements are only required for the primary Proposer.

### a. **Company Qualifications:**

Proposer shall demonstrate the company's qualifications and experience to perform the services specified herein. Any joint venture partners and/or subcontractors shall be included. If a joint venture, a copy of the joint venture agreement shall be provided.

### b. **Personnel Qualifications:**

Proposer shall demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include individuals directly responsible for the services provided to the County. In addition, Proposer shall identify its service transition project manager(s) for the County. A separate project manager may be named for collection services and transfer station operations. Proposer shall demonstrate that the service transition project manager(s) for this Agreement has experience providing successful service transitions.

### c. **Collection Service Performance:**

Proposer shall demonstrate its relevant experience successfully providing residential solid waste collection services within the past five (5) years. To demonstrate this ability Proposer shall:

- 1) Have successfully provided residential collection service, including solid waste, Recyclables, yard trash, and bulk waste, to at least two (2) local government jurisdictions, with a minimum contract period of 3 years, with at least 25,000 residential units per contract.
- 2) Explain its experience with transitioning into providing residential collection service by supplanting another provider.

Proposer shall provide four (4) references on the forms provided (Form A), preferably Florida public sector customers, for which the Proposer is or has provided services similar to those required herein. Two (2) of the references shall include service transitions within the last three years. Proposer shall provide any additional, relevant information to demonstrate the quality of its services.

### d. **Transfer Station Operations:**

Proposer shall demonstrate its relevant experience successfully providing transfer station operations similar in scope and size to those requested in this RFP. If the technical proposal includes upgrading the County's existing operations, the Proposer shall demonstrate its experience in upgrading similar facilities, including meeting construction timelines, etc. and include narratives with proposed and actual costs and proposed and actual start dates.

Proposer shall provide up to two (2) references, preferably public sector customers, for which the Proposer has provided services similar to those required in this RFP, within the last five (5) years in the forms provided (Form B). Referenced facilities shall be located in the United States.

### e. **Solid Waste Processing & Disposal:**

Proposer shall demonstrate its relevant experience successfully providing Solid Waste processing, if proposed, and disposal. To demonstrate this ability Proposer shall:

- 1) If Solid Waste processing is included in the Proposer's proposal for waste diversion, Proposer shall demonstrate its relevant experience successfully providing similar service to that proposed.
  - a. If a Solid Waste processing facility is proposed, Proposer must have at least one (1) facility similar to that being proposed with successful operation on a commercial scale in North America. Include a description for the past two (2) years as applicable: feedstock type(s) and preprocessing technologies used, actual annual throughput, the type and quantity of Recyclables recovered, the type and quantity of other materials (e.g., organics) recovered, and the type and quantity of fuel(s) produced, including the energy value.
  - b. If the proposed facility is not currently in operation, Proposer must demonstrate experience relevant and pertinent to the facility being proposed, such as design, construction, planning, coordination, permitting, and management.
- 2) Identify where Solid Waste will be disposed. The disposal facility must be appropriately permitted and comply with all Applicable Law.
- 3) Demonstrate its ability to manage such processes and/or facility, and ability to meet environmental compliance in accordance with Applicable Law.
- 4) Document that the facility has the capacity to accept the County's Solid Waste for the term of the Agreement.

If proposing a Solid Waste process that affects how collection of materials in the Service Area is made, Proposer shall clearly identify proposed service changes. For example, if proposing an "all in one" mixed-waste processing, the Proposer might propose the elimination of separate Roll Carts for Solid Waste and Program Recyclables. Any change in scope shall be accompanied by an alternative price proposal.

If proposing an alternative solid waste processing solution, Proposer shall provide at least one (1) reference on the form provided (Form C) of customer(s) to which it has provided solid waste processing services.

**f. Performance History:**

Proposer shall document its past performance history by providing a description of all criminal actions against the Proposer pertaining to non-performance of solid waste and/or recycling services (including collection, processing, and disposal) during the last five (5) years. Proposer shall also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated damages related to solid waste and/or recycling services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. Performance history may be limited to Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide performance history shall be submitted. If there are no such actions, Proposer shall so state. Any omissions within this section may be cause for disqualification at the County's discretion.

Proposer shall document that the facilities proposed by Proposer have no outstanding compliance issues, including, but not limited to, notices of violations, consent orders, etc. Proposer must provide copies of all notices of violation and consent orders issued to such facility in the past five (5) years.

**g. Financial Capability:**

The primary Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or

other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer shall either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.

**h. Previous Experience in Okaloosa County:**

Proposer shall identify if it has previously provided services for Okaloosa County, what services have been provided, and the term of such services. Any previous contractual services provided to the County may be considered as part of the qualification criteria.

**Tab 3: Financial Proposal**

At a minimum, Proposer must complete Forms D, E, and F in their entirety (including both service options for Residential Collection Service). All unit prices shall be rounded to the nearest cent. If not, unit prices will be rounded to the nearest cent and extended prices will be recalculated. The service option selected will be a policy decision made in the sole discretion of the County and does not have to be based solely on price. Forms D, E, and F must be completed, printed, and included as part of the Financial Proposal (Tab 3).

If change in scope is being proposed with an alternative price proposal, Proposer shall provide a complete and detailed explanation of all costs and revenues to the County in its proposal. The Financial Proposal shall provide a complete financial picture of the proposed operations and clearly define the net financial impact to the County.

**Tab 4: Required Submissions**

Proposer must provide the following with its submittal.

- Respondent Acknowledgement Form (cover page of RFP)
- Company Data
- Addendum Acknowledgement
- Indemnification and Hold Harmless
- Drug-Free Workplace Certificate
- Conflict of Interest Disclosure
- Federal E-Verify Compliance Certificate
- No Contact Clause
- Lobbying Form
- Proposal Bond - Proposer must submit a money order, cashier's check, certified check, or bond made payable to Okaloosa County in the amount of twenty-five thousand dollars (\$25,000.00).

**3. Proposal Evaluation**

All proposals will be subject to a review and evaluation process. It is the intent of the County that all Proposers responding to this RFP who meet the requirements will be ranked in accordance with the criteria established in this RFP. The County will consider all responsive and responsible proposals received in its evaluation and award process.

Each proposal will be evaluated for full compliance with the RFP instructions and the terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the Proposer that is most fully qualified based on the herein described needs of the County. Proposals will be scored and ranked by a selection committee in accordance with the evaluation criteria, point allocation, and scoring procedures outlined below. Nothing herein requires the County to take the lowest priced financial proposal. Instead, the County will base the decision on the entirety of the information provided, and their judgment as to the best service to be provided. The County has established a solicitation silence policy (**No Contact Clause**) that

prohibits oral and written communication regarding all formal solicitations for goods and services issued by the County. The period commences when the procurement document is received by the County and terminates when the County approves an award. Any attempted contact may be grounds for disqualification.

**A. Evaluation Criteria**

Proposals will be evaluated based upon the following evaluation criteria and point allocations:

<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
Technical Proposal	35
Qualifications and References	15
Financial Proposal	45
Waste Diversion Potential	5
Total Potential Award	100

**B. Selection Process**

A selection committee shall be selected to assist in the evaluation of proposals as follows:

- Each member of the selection committee will independently evaluate, score, and rank all proposals determined to be responsive as outlined above, with the exception of the financial proposal.
- The selection committee shall determine a combined score for each Proposer by totaling the individual scores received by all committee members and dividing by the number of committee members to produce an average score for all criteria not including the financial proposal evaluation score.
- If deemed necessary, the selection committee may request oral presentations from Proposers.
- The Purchasing Manager shall direct the evaluation of the financial proposal and confirm the financial proposal scores for each service option. The selection committee averaged score for all criteria (not including the financial proposal evaluation score) will be added to the financial proposal evaluation scores to determine a comprehensive score for each service option.
- The recommended priority list consisting of the top three ranked Proposers shall be presented to the Board for approval prior to the commencement of negotiations.
- Negotiations between the County and the priority Proposer(s) shall be held.
- A formal written agreement must be executed prior to commencement of the work associated with the contract.

## GENERAL SERVICES SPECIAL PROPOSAL CONDITIONS

### 1. Pre-Proposal Activity

**Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, County consultants, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479-A Old Bethel Road  
Crestview, FL 32536  
Email: [zfedorak@co.okaloosa.fl.us](mailto:zfedorak@co.okaloosa.fl.us)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the procurement documents will be issued by the County at least ten (10) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site. To access the Florida Online Bid System go to: [www.floridabidsystem.com](http://www.floridabidsystem.com). To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

### 2. Preparation of Proposal

The respondent shall submit an original and five (5) copies (total of 6) and an identical electronic copy on a CD or flash drive of the proposal documents.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.



The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida

### 3. Integrity of Proposal Documents

Respondents shall use the original Proposal documents provided by the County and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

### 4. Submittal of Proposal

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or RFP and shall be enclosed in an opaque sealed envelope plainly marked with the "RFP Title," "RFP Number," and the "RFP Deadline," and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

### 5. Modifications & Withdrawal of Proposal

Respondent is expected to examine the specifications and all other instructions provided herein. Failure to do so will be at the Respondent's risk. The original proposal and electronic proposal must be identical. Should deviations occur, the signed original proposal shall prevail. All unit prices shall be rounded to the nearest cent. In case of mistake in an extended price, the unit price will govern and the Respondent's total offer will be recalculated accordingly.

Proposals cannot be modified after submittal. Respondents may withdraw submittals at any time before the submittal deadline; however, no proposal may be withdrawn or modified after the submittal deadline.

### 6. Proposals to Remain Subject to Acceptance

All proposals will remain subject to acceptance or rejection for one hundred and eighty (180) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

### 7. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form). Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

### 8. Conditional & Incomplete Proposals

The County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

## 9. **Proposal Price**

The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the services proposed herein.

## 10. **Disqualification of Respondents**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work for the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by a Local, State or Federal Government on its barred/suspended vendor list.

## 11. **Protest**

Any proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedures, or material irregularities in the evaluation of the proposal. Such notice of intent to challenge shall be made in writing and delivered to the County Administrator within 72 hours after posting of the intended recommendation of award. A formal written challenge shall be filed with the County Administrator within five (5) business days after the date on which the notice of intent to challenge has been submitted. Failure to file a timely notice of intent to challenge or failure to file a timely formal written challenge shall constitute a waiver of challenge proceedings. Challengers who do not submit a legitimate proposal do not have standing to file a protest. Furthermore, challengers who would not be awarded the subject contract even if the protest were successful lack standing.

The County Administrator shall, within ten (10) business days of receipt of the formal written challenge, cause the challenge to be reviewed and provide a written recommendation as to the challenge. If the protestor disagrees with the decision of the County Administrator, the protestor may appeal to the Board. The Board shall consider the challenge and make a written determination. All decisions of the Board shall be final.

Nothing herein relinquishes the County's right to waive irregularities and formalities in accordance with its procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful challenger.

## 12. **Payments**

The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated in the Agreement. Invoices must show Contract #.

## 13. **Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public

entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**14. Public Entity Crime Information**

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**15. Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

**16. Reorganization or Bankruptcy Proceedings**

Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

**17. Investigation of Respondent**

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the County any additional information and financial data for this purpose as the County may request.

**18. Authority to Piggyback**

All respondents submitting a response to this RFP agree that such response also constitutes a proposal to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to propose any or all items.

**19. No Contact Clause**

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

**20. Review of Procurement Documents**

Per Florida Statute 119.071(1)(b)2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**21. Protection of Resident Workers**

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

**22. Equal Employment Opportunity; Non-Discrimination**

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**23. Non-Collusion**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

**24. Unauthorized Aliens/Patriot's Act**

The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

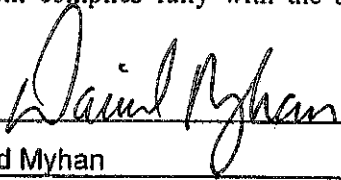
## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. 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 quote 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 quote, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 11/10/2016  
COMPANY: Waste Management Inc. of Florida  
ADDRESS: 108 Hill Ave NW  
Ft. Walton Beach, FL 32548  
  
PHONE NO.: 850-301-2829

SIGNATURE:   
NAME: David Myhan  
(Typed or Printed)  
TITLE: Vice President  
E-MAIL: kcowen@wm.com

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO   X  

NAME(S)

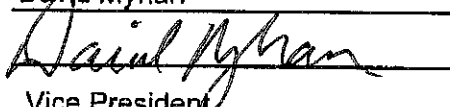
POSITION(S)

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FIRM NAME: Waste Management Inc. of Florida  
BY (PRINTED): David Myhan  
BY (SIGNATURE):   
TITLE: Vice President  
ADDRESS: 108 Hill Ave NW  
Ft. Walton Beach, FL 32548  
PHONE NO. 850-301-2829  
E-MAIL kcowen@wm.com  
DATE 11/10/2016

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the County upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 11/10/2016

SIGNATURE: 

COMPANY: Waste Management Inc. of Florida NAME: David Myhan

ADDRESS: 108 Hill Ave NW TITLE: Vice President  
Ft. Walton Beach, FL 32548

E-MAIL: kcowen@wm.com

PHONE NO.: 850-301-2829

**NO CONTACT CLAUSE**

The Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees, consultants, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after proposals are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I David J. Khan representing Waste Management Inc. of Florida  
Signature Company Name

On this 10th day of November 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.



**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Waste Management Inc. of Florida  
Bidder's Company Name


108 Hill Ave NW Ft. Walton Beach, FL 32548  
Physical Address

108 Hill Ave NW Ft. Walton Beach, FL 32548  
Mailing Address

850-301-2829  
Phone Number

985-960-2300  
Cellular Number

kcowen@wm.com  
Email Address

  
Authorized Signature - Manual

David Myhan  
Authorized Signature - Typed

Vice President  
Title

850-664-6659  
FAX Number

985-960-2300  
After-Hours Number(s)

11/10/2016  
Date

### Company Data

Waste Management Inc. 108 Hill Avenue, NW  
Ft. Walton Beach, FL 32548

#### COMPANY DATA

Respondent's Company Name: Waste Management Inc. of Florida

Physical Address & Phone #: 108 Hill Avenue, NW  
Ft. Walton Beach, FL 32548

Contact Person (Typed-Printed): Katie Cowen, District Manager

Phone #: 850-301-2829

Cell #: 985-960-2300

Email: kcowen@wm.com

Federal ID or SS #: 59-1094518

Respondent's License #: Okaloosa County Local Business Tax Receipt 260310007653

Fax #: 985-960-2300

Emergency #'s After Hours,  
Weekends & Holidays: 985-960-2300

Business has been in operation under its present name since: 3/30/1964



## Addenda Acknowledgement

ADDENDUM NO. DATE

### ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	9/19/2016
2	9/28/2016
3	9/30/2016
4	10/11/2016
5	10/20/2016

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above

## ADDENDUM 1

### RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal

Attached hereto is Attachment A and B to be added to the RFP 81-16.

## ADDENDUM 2

# RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal

This Addendum is to answer questions received from Waste Pro of Florida, Inc.

### Questions from Waste Pro of Florida, Inc.

1. Under the collection services in the RFP, page 6, the County talks about consolidating the services areas to one single provider. Exhibit 2 in the draft agreement shows the service areas. The map is small, it is hard to make out the areas. Can you elaborate on each area? How many units are in each area? Who is currently providing the services in these areas? Do these areas currently receive recycling and yard trash services as well?
  - A. The Contractor will be required to serve all units in the County's service area, regardless of the current areas. The number of units in each area is not available. Waste Management is the current services provider for all of these areas. Yes, these areas currently receive recycling and yard trash services.
2. Can the County provide us with the FYE 2016 disposal numbers now that September 2016 is in the books?

A. The Fiscal Year 2016 data for disposal are as follows:

Facility	2016 Tons
Baker Disposal	20,100.04 garbage tons
FWB Disposal	107,948.09 garbage tons
Baker YW	2,301.00 yard trash tons
Wright YW	15,363.59 yard trash tons

3. Could you please elaborate of the contractor compensation for disposal which is set by the County? On Attachment B, it shows that residential non-franchised solid waste is \$57.75 per ton. Is this what the contractor will pay? The contractor pays \$42.76 per ton for yard waste? Is the contractor compensated if disposal runs higher than \$6.73 per month?
  - A. The Contractor will be paid based on the agreed upon contract collection rates and the actual number of units for collection; and the agreed upon contract rates for transfer station operations, long haul transportation (solid waste and recyclables), and disposal and the actual tons for transfer, long haul and disposal.
4. Any vendor that owns a landfill has an advantage in this RFP. Bids for the transfer operations may come in higher for non-landfill companies. Companies with landfills know this, can bid low on this portion of the bid and secure a higher price on the collection portion. Is it too late for the County to consider separating this out of the collection and transfer of recyclables bid? To get the best pricing on all of these requests, it might be better to separate them.

- A. The County intends to sign one agreement with one Contractor, whether through a joint venture or otherwise.
- 5. It is stated in the draft contract that all dedicated front line trucks be no older than eight years. If the vendor is on a 10 year replacement cycle, we will be required to bring in trucks before the current fleet is fully depreciated?
  - A. Section 3.8.9.2 of the Draft Agreement states "*No single frontline vehicle used to fulfill the services in this Agreement shall exceed a maximum age of eight (8) years; no single reserve vehicle shall exceed a maximum age of ten (10) years. The County reserves the right, at its discretion, to require a vehicle be taken out of service for habitual maintenance issues.*" Therefore, vehicles may stay in service as reserve vehicles for up to ten years. The County is not modifying this section of the Draft Agreement.
- 6. Can the County provide us with the current number of routes being run for solid waste, yard trash, recycling, and bulk collection from the current vendor operations?
  - A. No, the County does not have access to current route information.
- 7. Does the County foresee continuing to increase tipping fees on a yearly basis?
  - A. Yes. If warranted based on cited indices, the rates for collection, transfer station operations, long haul transportation of solid waste and recyclables, and disposal will increase in accordance with the CPI.
- 8. Regarding multi-family units, does the County of have a current list of apartment complexes, mobile home parks, and recreational vehicle parks? Of the 32,500 units the County has, are the multi-family units being serviced curbside and individually billed included in this count?
  - A. The County does not have a list of apartment complexes, mobile home parks, and RV parks. The County Water and Sewer Department currently bills roughly 25,994 units including 46 apartment units and 620 mobile homes. Waste Management also bills approximately for approximately 5,000 units however we do not know the break out of single family and multi-family units. Moving forward, most multi-family units in the County will be excluded from this franchise agreement. The County does not guarantee the accuracy of these figures or the number of units to be serviced under this contract.
- 9. The County is requiring the contractor to now pick up four cubic yards of bulk per week instead of two cubic yards?
  - A. Yes, under the Agreement resulting from this procurement process, the County is requiring the Contractor to collect up to four cubic yards of bulk waste per week, in addition to items such as furniture and white goods. As stated in Section 3.5.5 of the Draft Agreement, "*Contractor shall be required to collect up to four (4) cubic yards of Bulk Waste in volume per week, excluding individual items of furniture and white goods.*"
- 10. Just confirming that the County will retain ownership of the carts at the end of the agreement?
  - A. Yes, the County will retain ownership of the carts at the end of the Agreement.
- 11. Approximately how many customers are currently being provided with back door service?

- A. The County does not have a count of current customers requiring back door service. The process for setting up back door service is described in Section 3.5.6 of the Draft Agreement, which is similar to the current process where customers work directly with the Contractor to set up back door service.
12. It is stated that all collection vehicles shall remain on the right hand side of the road when collecting solid waste. If we are utilizing rear end load equipment on small roads or subdivisions, it is allowable to collect from both sides of the street?
- A. The Contractor would be allowed to collect from both sides of the street in circumstances that do not risk the safety of collectors or the public, such as on small roads or subdivisions; however, the flow of traffic shall not be unreasonably interrupted.
13. Is the annual report that the contractor provides to the County essentially a revenue verification financial statement? The County is not looking for the expense side of the operation? If this is so, is the current vendor required to do this? If so, is a copy of the latest financial statement available?
- A. Yes, the annual report is intended to provide the County with revenue verification. No, the County is not looking for the expense side of the operation. The current vendor is not required to provide the annual revenue verification financial statement; therefore a copy is not available.
14. Is the liquidated damages in Article 12 of the draft contract in place with the current vendor? If so, are fines being assessed? Does mixing collected materials within a single load refer to mixing non-county franchise solid waste with county franchised solid waste?
- A. There are liquidated damages in the current agreement; however, those liquidated damages may not be identical to the Draft Agreement. No fines have been assessed to date. Article 12 references Section 3.8.1 which requires the Contractor to collect materials from within the Service Area covered by this Agreement separate from materials collected from generators outside of the Service Area. This section also references that the Contractor shall not mix material streams (solid waste, recyclables, yard waste, etc.) For clarification, Section 12.3 is hereby amended as follows:

### 12.3 Liquidated Damages Amounts

The Contractor expressly waives and relinquishes any right to characterize the liquidated damages as a penalty. The Contractor agrees that the liquidated damages established herein represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to perform work in a timely manner. The Contract Manager may assess liquidated damages as listed herein, which shall be subtracted from the monthly payment to the Contractor:

## **Addendum 3**

### **RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal**

**Subject: Questions for RFQ 81-16 Solid Waste & Recyclables Collection, Transfer, and Processing-Disposal**

1. Tab 2.c.1 (Page 17 of the RFP). Could a company provide the four references required, with contracts from outside of the United States?

As there is nothing unique about the requested services under the RFP we expect any prospective respondent to provide domestic references.

Thanks,

2. Tab 2.d (Page 17 of the RFP). Could a company provide the two references required, with contracts from outside of the United States?

As there is nothing unique about the requested services under the RFP we expect any prospective respondent to provide domestic references.

Thanks,



# ADDENDUM 4

## RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal

**Question:**

Page 44

Exhibit 5

**Materials:** Minimum Resin weight of unassembled Roll Cart, including cart body and lid, must be

30 pounds or greater for large roll cart

We respectfully request that the City decrease the minimum resin weight for the large Roll Cart to 29 lbs. We are requesting this because of improvements that have been made to the design, engineering and manufacturing of these containers. As a result of these improvements manufactures are able to provide containers that are lighter yet significantly more durable than older, heavier containers. These improvements have also greatly increased the nesting ratios. Improved nesting ratios allow for over 40% more containers per 53” trailer reducing the Cities freight costs and minimizing the carbon footprint for this project and future orders.

I can't see this as a negative. Light-weighting is generally a good thing and I believe it's only a one pound change from that included in the existing cart specs.

Performance Standard Violation	Liquidated Damages
Failure to deliver collected materials to a Designated Facility. (Article 3.7.)	1 <sup>st</sup> occurrence = \$1,000 2 <sup>nd</sup> occurrence = \$5,000 3 <sup>rd</sup> + occurrences = \$10,000 per occurrence
Mixing franchised and non-franchised materials (including Solid Waste, Yard Trash, Bulk Waste or Recyclables) within a single load or otherwise misrepresenting non-franchised materials as franchised materials (Article 3.8.1).	\$5,000 per occurrence
Failure to submit to the County all plans, reports, or other documents in the time required under the provision of this Agreement unless otherwise approved by the Contract Manager.	\$100 per incident per Day after due date
Failure to comply with the hours and days of operation. (Articles 3.5.8 and 4.2.4.)	\$100 per occurrence per Day
Failure to complete each route on the regularly scheduled day except when such completion is made impossible by weather or other conditions, as determined by the Contract Manager.	\$250 per route per Day
Failure to resolve complaints or missed pickups within the specified time frame. (Articles 3.8.8.2. and 3.8.8.5.)	\$100 per unresolved missed pickup or complaint per Day
Failure to clean spillage, leakage, or blowing of material (oil, hydraulic fluid, Solid Waste, Recyclables, etc.) within twenty-four (24) hours. (Article 3.8.5.2.)	\$100 per occurrence per Day per incident
Failure to have vehicle operators properly licensed. (Article 3.8.6.2.)	\$100 per incident per Day
Failure to maintain a local customer service office for the hours required. (Article 3.8.7.1.)	\$100 per incident per Day
Route change not previously approved by Contractor Manager. (Article 3.8.2.1.)	\$100 per incident per Day
Failure of provide proper identification on vehicles. (Article 3.8.11.)	\$100 per incident per Day

Failure to repair damage to public or private property within timeframe required by this Agreement or as approved by the Contract Manager. (Articles 3.8.4.4. and 4.2.6.13.)	\$100 per incident per Day
Failure to repair, replace, or deliver a Roll Cart within three (3) business days of request. (Article 3.6.2.7)	\$50 per incident per Day
Failure to leave a non-collection notice for customer explaining why material was not collected. (Article 3.5.7.)	\$50 per occurrence
Complaints, not including missed collections, over ten (10) per Day.	\$100 per incident (in addition to other liquidated damages above)
Complaints, not including missed collections, over fifteen (15) per month.	\$100 per incident (in addition to other liquidated damages above)
Failure to provide vehicle turnaround time of twenty (20) minutes or less. (Article 4.2.6.10.)	\$25 per occurrence
Failure to test scales during specified timeframe. (Article 4.2.6.3.)	\$5,000 per occurrence
Failure to remedy a NOV within specified timeframe. (Article 4.2.3.3.)	\$5,000 per occurrence
Failure to update tare weights within specified timeframe. (Article 4.2.6.4.)	\$100 per occurrence
Mixing Recyclables with Solid Waste (Article 4.2.6.5.)	\$500 per occurrence
Failure to remove Solid Waste from the tipping floor in accordance with Contractor's operating permits. (Article 4.2.6.6.)	\$500 per occurrence
Failure to maintain maintenance records. (Article 4.2.7.1.)	\$500 per occurrence
Failure to submit timely records and reports. (Article 8.)	\$100 per Day late
Failure to make timely payment to the County. (Article 10.)	\$100 per Day late

## ADDENDUM 6

### RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal

This addendum is to make some revisions/changes to the referenced RFP. We request that the vendors resubmit a new price sheet reflective of the changes made below. After they are received, the review committee will convene again to discuss and make a determination as to the vendor of their choice. After they have met, it will go back before the Okaloosa County Board

#### **Section 3: Scope of Work-Item 2-paragraph # 4**

The contractor will no longer be requesting the vendor provide new Roll Carts. The County will be using the current roll carts that are currently County owned. This will include one 96 gallon roll cart and one 18 gallon recycle bin.

The County will also be adopting the 2-1-1 service. We will no longer need a price for the 1-1-1 service.

#### **Attachment A-sample contract**

Section 3.8.9.2-No single frontline vehicle used to fulfill services in the Agreement shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. (Previous language was 8 and 10 years)

Exhibit 4-Calculation of Rate Adjustment-

Please see attached new CPI rate.

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, WM Inc. of FL, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

David Myhan Signature of Contractor's Authorized Official

David Myhan, Vice President Name and Title of Contractor's Authorized Official

11/10/2016 Date

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT INC. OF FLORIDA  
108 Hill Avenue NW, Ft. Walton Beach, FL, 32458

as Principal, hereinafter called the Principal, and

WESTERN SURETY COMPANY  
333 South Wabash Avenue Floor 22, Chicago, IL, 60604

a corporation duly organized under the laws of the state of SD,

as Surety, hereinafter called the Surety, are held and firmly bound unto

OKALOOSA COUNTY, FLORIDA  
5479-A Old Bethel Road, Crestview, FL, 32536

as

Obligee, hereinafter called the Obligee, in the sum of Twenty Five Thousand Dollars and 00/100  
Dollars (\$ \$25,000.00), 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, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for

Solid Waste & Recyclables Collection, Transfer, and Processing Disposal RFP 81-16

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into  
a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee 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, sealed and executed this 10th day of November, 2016.

WASTE MANAGEMENT INC. OF FLORIDA

WESTERN SURETY COMPANY

Principal

Surety

By: Amy Sustaire  
Amy Sustaire, Attorney-In-Fact

By: Wendy W. Stuckey  
Wendy W. Stuckey Attorney-In-Fact

Witness: Vanessa Dominguez  
Vanessa Dominguez

Witness: Lupe Tyler  
Lupe Tyler

Countersigned By: Claudette A. Hunt  
Claudette A. Hunt, Florida Resident Agent

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lupe Tyler, Lisa A Ward, Wendy W Stuckey, Michael J Herrod, Anoop Chawla Adlakha, Nancy Thomas, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of July, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**POWER OF ATTORNEY**

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Wendy W. Stuckey, Amy Sustaire, Nancy Thomas, Lupe Tyler and Donna Williams of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

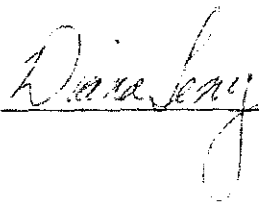
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

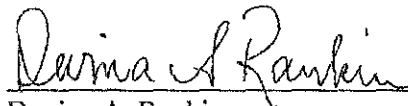
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of November 10, 2016.

Witness:

  
\_\_\_\_\_

On behalf of Waste Management, Inc. and  
each of the other WM Entities

  
\_\_\_\_\_  
Devina A. Rankin  
Vice President and Treasurer

# **CNA SURETY**

November 10, 2016

Okaloosa County, Florida  
5479-A Old Bethel Road  
Crestview, FL 32536

Principal: Waste Management Inc. of Florida

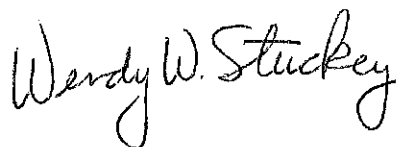
Bid Date: November 10, 2016

Description: Waste and Recyclables Collection, Transfer, and Processing Disposal  
RFP-81-16

Dear Sir/Madam:

We, Western Surety Company, hereby agree that in the event an award is made to Waste Management Inc. of Florida, on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,



Wendy W. Stuckey  
Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, Nancy A Thomas, Roger Smiddy, Donna Williams, Jennifer Copeland, Anoop Chawla Adlakha, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

*Paul T. Bruffat*

Paul T. Bruffat, Vice President

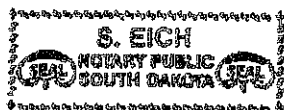
State of South Dakota }  
County of Minnehaha }

ss

On this 8th day of June, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2016.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Waste Management Inc. of Florida  
108 Hill Avenue  
Fort Walton Beach, FL 32548  
(850)-862-7141 Phone  
(850) 664-6659 Fax

February 10, 2017

Chairman Carolyn Ketchel  
County Commissioners  
RFP Review Committee Members  
1250 N. Eglin Parkway  
Suite 100  
Shalimar, FL 32579

Re: RFP 81-16 Solid Waste & Recyclables Collection, Transfer, and Processing/Disposal Addendum 6

Dear Chairman Ketchel, County Commissioners, and RFP Review Committee Members:

Waste Management Inc. of Florida (Waste Management) is pleased to submit this supplemental proposal for Solid Waste Management Services to include collection, recycling, transfer station operations, transfer, processing and disposal. We appreciate the opportunity given to Waste Management to demonstrate our willingness and ability to provide our high level of service to the citizens of Okaloosa County.

As stated in our earlier proposal, Waste Management is an active partner with the County in many respects:

- Provides top wages and benefits for our 80 employees who live and work in Okaloosa County and the surrounding communities.
- Is responsible for an annual payroll of nearly \$4 million.
- Owns and operates Springhill Landfill, located on 629 acres in Jackson County, FL, of which 228 acres are permitted for waste disposal. This state-of-the-art facility provides electricity for several thousand homes by converting the methane gas to electricity. Okaloosa County's solid waste is currently transported and disposed of at Springhill Landfill. Additionally, the Landfill is certified by the Wildlife Habitat Counsel.
- Waste Management delivers waste collection, recycling, and disposal services to many surrounding communities. We currently have long standing relationships with Okaloosa County, as well as the neighboring counties of Jackson, Santa Rosa, Walton and Washington. In addition, Waste Management has long standing agreements with the cities of Niceville, Florida and South Alabama, providing a stable foundation for any municipality seeking waste management services.
- Waste Management also is a customer of the County's transfer station, providing disposal services to residents of incorporated and unincorporated areas of the County.

From everyday collection to environmental protection, Think Green. Think Waste Management.

Waste Management Inc. of Florida  
108 Hill Avenue  
Fort Walton Beach, FL 32548  
(850)-862-7141 Phone  
(850) 664-6659 Fax

Waste Management looks forward to negotiating an agreement with the County that is acceptable to both parties. Specifically, Waste Management proposes negotiated changes to the termination for convenience clause. We also seek a minimum commitment from the County for a five (5) year agreement.

We propose a five (5) year commitment from the County. After the initial five (5) year period we are agreeable to a termination for convenience of 180 days as long as it applies mutually. We will accept the County's CPI-U cap of 3%, but request that after the initial five (5) year term we have the right to negotiate further price adjustments with the County if the CPI consistently exceeds 3%. Please note that the rates in our proposal assume that the County will retain ownership of the carts at the end of a ten-year term.

We believe with the volatility of the recycling market currently, a reevaluation of the contracted program at five (5) years would allow both parties the opportunity to see if the conversion to a 1/1/1 program would be worthwhile for Okaloosa County and its residents.

We look forward to sitting down with your staff to finalize the terms of an agreement that is fair to all parties.

Sincerely,



David Myhan  
Vice President  
Waste Management Inc. of Florida

**Form D – Financial Proposal for Residential Collection Services**

**PROPOSER'S NAME:** *Waste Management Inc. of Florida*

Proposer shall fill in all proposed pricing (yellow highlighted cells); all other cells are either cells to be totaled by Contractor and or County provided data (estimated customer counts). Proposed costs submitted should include collection costs only (no disposal) in addition to County required administrative fees. The Proposed Cost per Unit per Month submitted shall include a five percent (5%) administrative fee to be paid to the County for all Residential Customers billed by the County. Contractor shall be responsible for billing customers not billed by the County. All unit prices shall be rounded to the nearest cent. Estimated customer counts (unit numbers) are provided for evaluation purposes only and are not guaranteed. The Total Annual Estimated Cost is calculated for evaluation purposes only.

**SERVICE OPTION: 2-1-1**

a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 2x per week (includes Bulk Waste Collection) utilizing the following:	
a	Existing County-owned carts without RFID	\$ <i>10.03</i>
2	Recyclables: 1x per week	
b	Existing County-owned 18 gallon bins without RFID	\$ <i>2.77</i>
3	Yard Trash: 1x per week	\$ <i>4.69</i>
4	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$ <i>8.00</i>
5	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	<i>\$175.00 callout charge = \$10/cu yd</i>

**Form D – Financial Proposal for Residential Collection Services**

**PROPOSER'S NAME:** Waste Management Inc. of Florida

Proposer shall fill in all proposed pricing (yellow highlighted cells); all other cells are either cells to be totaled by Contractor and/or County provided data (estimated customer counts). Proposed costs submitted should include collection costs only (no disposal) in addition to County required administrative fees. The Proposed Cost per Unit per Month submitted shall include a five percent (5%) administrative fee to be paid to the County for all Residential Customers billed by the County. Contractor shall be responsible for billing customers not billed by the County. All unit prices shall be rounded to the nearest cent. Estimated customer counts (unit numbers) are provided for evaluation purposes only and are not guaranteed. The Total Annual Estimated Cost is calculated for evaluation purposes only.

SERVICE OPTION: 2-1-1		
a	b	c
Line	Type of Service	Proposed Cost per Unit per Month
1	Solid Waste: 2x per week (includes Bulk Waste Collection) utilizing the following:	
a	Existing County-owned carts without RFID	\$ 10.30
2	Recyclables: 1x per week	
b	New 96 gallon carts without RFID	\$ 3.91
3	Yard Trash: 1x per week	\$ 4.69
4	Contractor rate for servicing Residential Customer's 2 <sup>nd</sup> Solid Waste Roll Cart (\$ per month)	\$ 8.00
5	Contractor rate structure for providing Bulk Waste Collection in excess of four cubic yards per week. The County is requesting that the Contractor provide a proposed pricing strategy to include actual proposed costs.	\$175.00 call out charge = \$10/cu yd.



ADDENDUM 6  
RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and  
Processing/Disposal

This addendum seeks to obtain updated pricing from vendors based on a number of revisions/changes to the referenced RFP. We request that vendors submit a revised financial proposal reflective of the RFP and contract modifications below. After the revised financial proposals are received, the review committee will convene for evaluation and ultimately make an award recommendation to the Board of County Commissioners. The Board of County Commissioners shall make the final determination of the selected vendor.

RFP and contract revisions are summarized below:

**Collection Frequency:** The County is only seeking a revised financial proposal for a 2-1-1 system (twice per week solid waste collection, once per week recycling collection, and once per week yard waste collection).

**RFP Section 3: Scope of Work-Item 2**

The County seeks to evaluate the cost of solid waste and recycling collection under the scenario including (1) utilizing existing County owned 96-gallon carts for solid waste collection (2) utilizing existing County owned 18-gallon bins for recycling collection (3) and service provisions without the use of RFID technology.

**Sample Contract Modifications:**

**Vehicles and Collection Equipment (Section 3.8.9.2):** No single frontline vehicle used to fulfill services in the Agreement shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. (Previous language was 8 and 10 years)

**Exhibit 4-Calculation of Rate Adjustment:** The annual rate adjustment shall be calculated using the CPI-U (CPI for All Urban Consumers, south region) with a maximum annual increase of three percent (3 percent). Total rate adjustment shall never be negative or exceed three percent (3%) of the previous year's respective fee. Prior language called for utilizing the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0) with a maximum of a 2 percent annual increase.

**Other Required Contract Modifications:** The County anticipates that modifications to the sample contract provided may be required however only as they relate to the modifications specifically addressed above. All other provisions contained in the RFP and contract shall remain the same.

ADDENDUM 6  
RFP 81-16 –Solid Waste & Recyclables Collection, Transfer, and  
Processing/Disposal

This addendum seeks to obtain updated pricing from vendors based on a number of revisions/changes to the referenced RFP. We request that vendors submit a revised financial proposal reflective of the RFP and contract modifications below. After the revised financial proposals are received, the review committee will convene for evaluation and ultimately make an award recommendation to the Board of County Commissioners. The Board of County Commissioners shall make the final determination of the selected vendor.

RFP and contract revisions are summarized below:

**Collection Frequency:** The County is only seeking a revised financial proposal for a 2-1-1 system (twice per week solid waste collection, once per week recycling collection, and once per week yard waste collection).

**RFP Section 3: Scope of Work-Item 2**

The County seeks to evaluate the cost of solid waste and recycling collection under the scenario including (1) utilizing existing County owned 96-gallon carts for solid waste collection (2) the vendor providing new 96-gallon carts for recycling collection (3) and service provisions without the use of RFID technology.

**Sample Contract Modifications:**

**Vehicles and Collection Equipment (Section 3.8.9.2):** No single frontline vehicle used to fulfill services in the Agreement shall exceed a maximum age of ten (10) years; no single reserve vehicle shall exceed a maximum age of twelve (12) years. (Previous language was 8 and 10 years)

**Exhibit 4-Calculation of Rate Adjustment:** The annual rate adjustment shall be calculated using the CPI-U (CPI for All Urban Consumers, south region) with a maximum annual increase of three percent (3 percent). Total rate adjustment shall never be negative or exceed three percent (3%) of the previous year's respective fee. Prior language called for utilizing the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0) with a maximum of a 2 percent annual increase.

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