



CITY OF WESTLAKE

Solid Waste & Recycling Collection and Disposal
RFP 2025-01 | August 7, 2025, 10:00 AM

SUBMITTED BY

Waste Management Inc. of Florida

CONTACT

Jeff Sabin | Public Sector Solutions Manager
(772) 263-0017 | jsabin@wm.com



WM FOR THE CITY OF WESTLAKE

**Solid Waste & Recycling Collection and Disposal
RFP 2025-01 - August 2025**

**WM: COMMITTED TO SERVICE EXCELLENCE, COLLABORATION,
AND VALUE FOR THE NEWEST CITY IN PALM BEACH COUNTY**

And only WM of Palm Beach has firsthand service experience in Westlake.



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Data contained in this proposal represents the most recently published information for WM's wholly owned

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All photos used to customize our proposal were taken by the WMIF Communications team.



Waste Management Inc. of Florida

651 Industrial Way
Boynton Beach, FL 33426

August 7, 2025

City of Westlake
4001 Seminole Prt Whitney Road
Westlake, FL 33470

Attn: Zoie Burgess, City Clerk

Dear Ms. Burgess:

Waste Management Inc. of Florida (WM/WMIF) first thanks the City of Westlake (the City) for your business for over five years. We value our relationship and are committed to earning your continued trust for the implementation of this proposal for RFP 2025-01 for Solid Waste & Recycling Collection and Disposal. Our operation as a municipal solid waste, recyclables, and yard waste services provider has evolved over the years into one of the most comprehensive and responsive service packages in Palm Beach County.

As Westlake's current environmental services provider, WM holds extensive experience with the City, its evolution, and its unique requirements. Our top priority is ensuring uninterrupted, high-quality service for your existing residents - those who have helped shape the community into what it is today. At the same time, WM is fully prepared to support the City's continued growth, with the resources and operational readiness to meet expanding service demands without compromising the experience of current residents. Our drivers have extensive experience navigating each of the streets, roadways, and driveways to service the City's residents. They are familiar with the nuances of each of the residential areas and aim to continue meeting the service challenges.

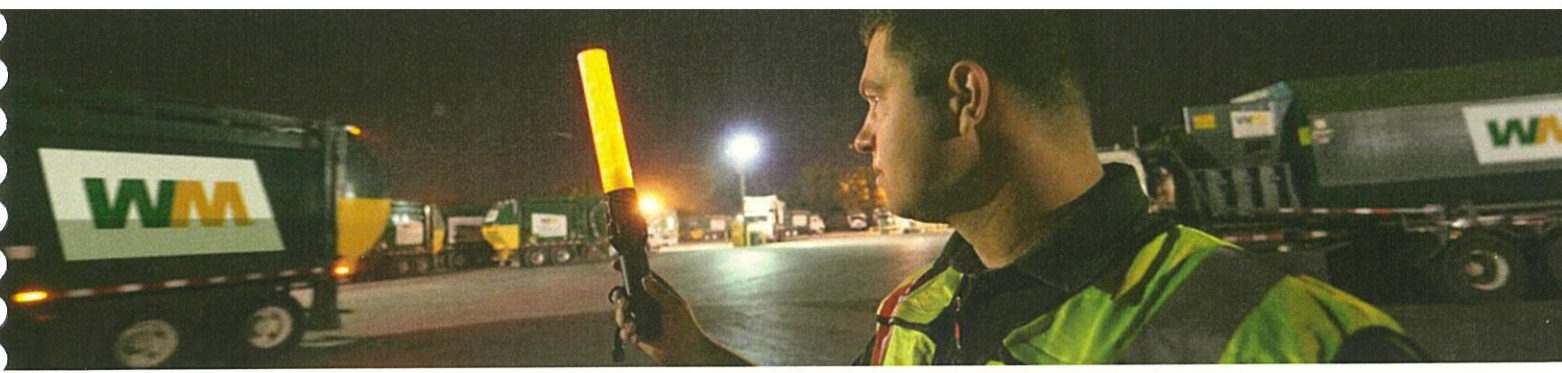
WM of Palm Beach Hauling District is woven into the fabric of Palm Beach County, employing nearly 200 area residents who live, work, and contribute to the local economy. Our experienced professionals operate state-of-the-art equipment and facilities in support of contracts that service thousands of customers in the immediate area.

Please accept this as WM's formal statement warranting that the requirements of this project as described in the RFP documents, its enclosures, and all addenda have been reviewed, and WM has conducted all necessary due diligence to confirm material facts upon which our response is based. Our proposal will remain in effect for the specified one hundred twenty (120) days. We are prepared and willing to provide the services described and enter into an agreement with Westlake upon contract award.

Thank you for considering our proposal. We are committed to ongoing collaboration with the City of Westlake. Should you have any questions, please feel free to contact me. Jeff Sabin, the City's project leader, can also be reached at (772) 263-0017 or jsabin@wm.com.

Sincerely,

David M. Myhan, President, Waste Management Inc. of Florida
(954) 984-2035 | dmyhan@wm.com



Resumes

General Firm Overview, key Personnel and Capabilities

This section shall describe the Firm's overall corporate organization, including but not limited to subcontractors, consultants, third party vendors and shall demonstrate the contractor has qualified experienced personnel (front line, supervisors, managers and directors) and other resources necessary to provide the scope of services described herein.

Locally Based. Nationally Backed. And Always Focused on Westlake

WM brings reliable, responsive service to the City of Westlake through our local facilities and WM of Palm Beach operations. Backed by global resources, WM really is a local company with operations throughout Florida. We have provided superior waste and recycling to Palm Beach County municipalities for over 60 years, serving residential, municipal, commercial, and industrial customers.

WM's outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, gives us the foundation needed to not only meet but exceed Westlake expectations for processing and disposal services.

Our strong safety record, regulatory compliance, and proven performance reflect our commitment to doing things right – for you and for the environment we share. As North America's leading environmental services provider, we are ready to deliver reliable, uninterrupted service that helps your City operate efficiently, in compliance, and with confidence.

Waste Management Inc. of Florida (WM/WMIF), headquartered in Boca Raton, FL, is the local subsidiary that provides service across the Sunshine State. We operate 32 hauling facilities, 18 active landfills, 24 transfer stations, three Material Recovery Facilities, and six C & D recycling centers.

Our nearly 5,000 employees provide collection, recycling, transfer, and disposal service to municipal, commercial, industrial, and residential customers, including over 180 exclusive municipal solid waste and recycling franchise agreements.

Waste Management Inc. of Florida

Corporate Structure: Indirect subsidiary of Waste Management, Inc.

State of Incorporation: Florida

Date of Incorporation: March 1964

FL HQ Address: 1800 N. Military Trail, Suite 201 in Boca Raton.

We invite Westlake to visit our local facilities, and see how our team delivers reliable, hands-on service – built to support the needs of Westlake.

WM is Innovating Today, For Tomorrow®

At WM, we bring local insight and industry-leading resources to help you manage waste in ways that are cleaner, smarter, and more forward-thinking. For over 55 years, we have supported communities by providing dependable environmental services that help keep streets clean and neighborhoods safe.

Today, we are focused on helping you get more value from your materials while reducing the environmental impact to your City. Whether you are looking to improve recycling, divert more waste, or explore new ways to operate more efficiently, WM is here with practical solutions and expert guidance.

As demand grows for recycled content and lower-emission energy sources, we are investing more than \$3 billion between 2022 and 2026 to expand access to circular solutions – turning today's waste into tomorrow's resources. Our sustainability strategy is built around three core ambitions that guide this work:

A Message From WM's CEO & CSO

"For more than 50 years, WM has played an important role in keeping our communities clean and safe. Today, we are focused on maximizing the value of resources and minimizing environmental impact.

To do this, we are executing sustainability growth investment plans of more than \$2.8 billion from 2022 through 2026. As the largest recycler in North America, we are upgrading and building new recycling facilities with state-of-the-art equipment to expand recycling access to more communities and businesses.

With one of the largest landfill gas-to-renewable energy platforms in North America, we are expanding our infrastructure to capture more methane that can be converted to renewable natural gas and allocated to power communities and a portion of WM's heavy-duty natural gas collection fleet.

In 2023, WM added more than 875,000 tons of recycling capacity, recovering more than 15 million tons of material and generating more than 56 million MMBtus of renewable energy from gas captured at landfills."

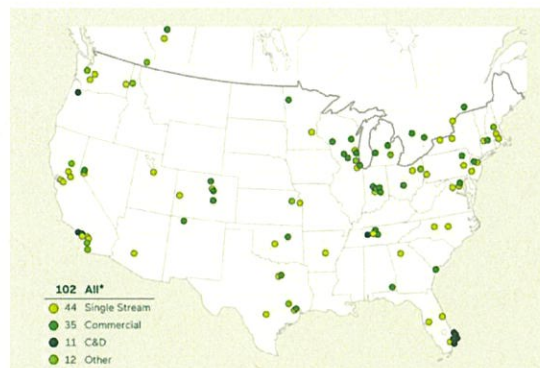


Jim Fish
Jim Fish
President and
Chief Executive Officer



Tara Hemmer
Tara Hemmer
Senior Vice President and
Chief Sustainability Officer

Bold Ambitions for a Sustainable Tomorrow



Introduction to WM Sustainability Report

WM has played an integral role in our communities for decades, enabling sustainability progress for businesses and cities. With hundreds of facilities across North America, we provide a range of environmental solutions to municipal, residential, and corporate customers of all sizes — from mom-and-pop shops to some of the largest brands in the world — and operate our business with the highest standards. Our breadth, scale, and expertise uniquely position WM to provide unparalleled service and insight to our customers.

As communities such as yours seek to advance their own sustainability journey, having access to experts in environmental and sustainability services is critical to their progress. In the attached sustainability report, you can read how we are working with a broad range of customers to activate solutions today, including film recycling for plastic bags, measuring value chain greenhouse gas (GHG) emissions and impacts, and unlocking the value of organics to improve community biogas renewable energy production.

WM's success is linked to our team of ~61,700 employees. We have industry-leading, robust sustainability goals related to our people that will continue to drive the business forward. We design our workplace, benefits, and development programs to support employee safety, inclusion, wellness, and growth. In the Our People section, you will read about how we invested in making our operations safer for workers using state-of-the-art automation technology, led targeted training and development programs to build skills and competencies, and supported diversity in our workforce by cultivating an environment that is welcoming and supportive to all people.

With sustainability at the center of everything we do, we feel prepared for today and the future. After reading the progress and achievements detailed in our 2024 Sustainability Report available at sustainability.wm.com, we believe you will feel the same.



To view WM's 2024 Sustainability Report, scan the above QR code or visit sustainability.wm.com

WM's Sustainability Report now houses detailed information and data related to our Environmental, Social and Governance (ESG) performance. Our ESG Resource Hub can be viewed at sustainability.wm.com/esg-hub.



Financial Strength: The Foundation for Our Commitment to the City

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in conducting our broad services. Our industry leadership and strong financial position gives Westlake assurance that we can and will fulfill our obligations.

- As North America's leading provider of comprehensive environmental services, WM's revenue in 2024 was \$22 billion. Our business performs well in any economic environment given the essential nature of the services we provide and the recurring nature of our revenue. This results in strong and consistent earnings and cash flow to fund growth investments.
- WM has a very secure financial position, with a strong balance sheet, investment grade credit rating, and ample liquidity.
- WM is committed and financially able to perform all operations for Westlake in full compliance with applicable federal, state, provincial, and local regulations.
- WM has experienced and dedicated management and team members.
- WM has the largest and most diverse asset and customer bases 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.
- Typically, capital requirements are internally financed by WM using cash flow from existing operations – freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Financial Leverage

WM's financial strength gives us leverage to continually innovate and invest in technologies and solutions for all the customers we serve, including Westlake, and we are committed to maintaining that strength. We are well positioned to allocate capital to increasing shareholder returns while at the same time investing in organic growth, including high-return sustainability growth projects that expand the value of our services while improving the environment and economy of the places where we live and work. Our strategic flexibility is made possible through our credit ratings and the following contributing factors:

- Total debt to EBITDA of 2.75x, within targeted range of 2.5x – 3.0x
- Committed to maintaining strong investment grade credit rating
- Deep access across key capital markets
- Strong liquidity and balanced debt maturity profile
- \$3.5B revolving credit facility with -\$2.5B of liquidity capacity at the end of 2023

WM Credit Ratings

Moody's: A-3/P-2/Stable

Standard & Poor's: A-/A-2/Negative

Fitch: A/Stable



As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management Inc. of Florida does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure. WM's financial statements are audited.

Audited Financial Statements

For your convenience, please refer to the following link for the most recent WM Annual Report for our current financial information.

2024: <https://investors.wm.com/static-files/3bee1bb7-30e3-44e2-a398-127b7d1f38e4>

Waste Management, Inc. (WMI) is a holding company, and all operations are conducted by its subsidiaries. Please see: <https://www.sec.gov/Archives/edgar/data/823768/000119312517046480/d252547d10k.htm>
All subsidiaries of WMI are affiliates of each other, pursuant to the SEC/ Rule 144 definition.

WM: Who We Are and What We Bring to Westlake

When you work with WM, you tap into more than just waste collection – you gain access to a powerful network of resources backed by decades of experience serving various industries across the U.S. and Canada. From collection to disposal, our technology and infrastructure are built to handle every part of your Solid Waste & Recycling Collection and Disposal – efficiently and responsibly.

With a global team of ~61,700 professionals and the industry's largest network of facilities, WM brings unmatched technical capability to Westlake. Leveraging our local know-how, we help you reduce waste, improve operations, and work toward your environmentally focused goals with practical, proven offerings.

Let us help you turn today's waste into tomorrow's opportunity.

WM At-A-Glance

People	Operations		
~ 61,700 team members	\$22 B revenue	262 operating landfills	18,860 collection vehicles
Material is Repurposed 105 recycling facilities 49 organics processing facilities 16 million tons of material recovered in 2023 3 CORE® facilities processing organics into bio slurry	Energy is Renewable 13,170 alternative-fuel vehicles 18 landfill gas-to-energy facilities 213 natural gas fueling stations 151 renewable energy projects owned or hosted at WM landfills	Communities are Thriving 2.6 million people positively impacted since 2022 13,500 acres actively managed for wildlife preservation 68 Wildlife Habitat Council-certified programs across North America	

Data represents information published in the WM 2025 Sustainability Report.

WM is Innovating Today, For Tomorrow®

At WM, we bring local insight and industry-leading resources to help you manage waste in ways that are cleaner, smarter, and more forward-thinking. For over 55 years, we have supported communities by providing dependable environmental services that help keep streets clean and neighborhoods safe.

Today, we are focused on helping you get more value from your materials while reducing the environmental impact to your City. Whether you are looking to improve recycling, divert more waste, or explore new ways to operate more efficiently, WM is here with practical solutions and expert guidance.

As demand grows for recycled content and lower-emission energy sources, we are investing more than \$3 billion between 2022 and 2026 to expand access to circular solutions – turning today's waste into tomorrow's resources. Our sustainability strategy is built around three core ambitions that guide this work:



Material is REPURPOSED

WM plays an essential role in the circular economy by investing in and operating innovative recycling solutions that help you get more value from your materials. With advanced technology and automation in our recycling facilities, we are making it easier to recover and reuse more of what you throw away.

We are piloting solutions for hard-to-recycle materials like plastic film and textiles, exploring new ways to reuse organic materials, and supporting events, stadiums, and businesses in improving how they manage materials in a circular way.

Between 2022 and 2026, we plan to invest over \$1.4 billion in approximately 40 new and upgraded recycling facilities. These improvements are expected to add 2.8 million tons of new recycling capacity each year – helping customers like Westlake recycle more, more efficiently.

We also continue to focus on education and awareness through our Recycle Right® program, helping your designated residents make informed choices about what belongs in the recycling bin.



**Energy is
RENEWABLE**

WM is reimagining the modern landfill to do more for you and your City. By capturing landfill gas and converting it into renewable natural gas (RNG), we are turning waste into a lower-emission energy source that can help fuel both our fleet and local communities.

From 2022 through 2026, we plan to invest over \$1.4 billion to build 20 new WM-owned facilities that will transform landfill gas into pipeline-quality RNG. This energy can be used to help reduce emissions and support cleaner operations.

By 2026, we aim to allocate RNG to 100 percent of our compressed natural gas fleet in the U.S. – helping us deliver your services with a smaller environmental footprint.

**Communities
are THRIVING**

WM shows up for your City by investing in the people who help keep it running – our employees. From safety and education to conservation and workforce development, we are committed to building a strong, future-ready team that delivers the service you count on every day.

We are always working to improve safety and create a workplace where every employee feels supported and valued. That means opening doors to new talent, reducing barriers to employment, and providing training and education at every level of our organization.

Our safety vision – Get Home Safe Every Day – guides how we work, because we know that when our team is safe, your service is too.



WM is heavily invested in Florida.

These combined resources have been tested time and again. When natural disasters have struck Florida, WM has proven its unwavering commitment in collaborating with local, state, and federal authorities to provide the clean-up necessary to assist residents and the community, even if what was needed was far outside the scope of any contract.

[illegible]

Introducing Westlake's Local WM Management Team

David Myhan, President, Waste Management Inc. of Florida



1800 N. Military Trail, Boca Raton | (601) 861-0003 | dmyhan@wm.com

David's 28-year WM career has earned him the position of President of Waste Management Inc. of Florida (WMIF). Mr. Myhan oversees the operations of WM's Florida Area and its over 5,000 team members.

Mr. Myhan has strategic, financial, and operation responsibilities for the overall businesses for WMIF franchised and open market sectors. He has held various positions in sales and general management in FL, LA, AL, MS, TX, AR, and OK after graduating from the University of North Alabama.

Lisa McNeight, Director Public Sector Solutions , Waste Management Inc. of Florida



3411 N 40th Street, Tampa | (716) 913-9146 | lmcneigh@wm.com

Lisa McNeight is the Director of Public Sector Solutions, where she and her team manage franchise contracts and opportunities across 44 Florida counties. Her role involves cultivating relationships with both government and commercial sectors to oversee collection, disposal, processing, and operating contracts. Lisa is responsible for strategic planning, financial management, and compliance for franchise agreements, while also advocating for customer interests.

With 30 years of progressive experience at WM, Lisa has held key leadership positions in sales, pricing, and public sector across Florida and the northeast USA. Her outstanding contributions have earned her seven nominations and two awards from WM's prestigious Circle of Excellence program.

With her level of strategic planning, organization, consistency and partnership in North Florida, Lisa earned her current role as Director for the entire Florida Area.

Lisa Silva, Senior Legal Counsel



1800 N. Military Trail, Boca Raton | (954) 984-2017 | lsilva3@wm.com

Lisa joined WM in 2019 and serves as legal counsel for WMIF. She is primarily responsible for negotiating, drafting, and ensuring compliance with commercial contracts, contractor agreements, and franchise agreements. Lisa advises our executive team on compliance issues and regulatory obligations to mitigate risk and assist in the development and implementation of operational policies to ensure compliance with multi-state and federal laws.

She also manages WMIF's federal and state court litigation, as well as claims and internal investigations. Lisa provides legal support for real estate, environmental, and safety and zoning matters for WM Florida properties/locations.

Liz Foeller, Director, Environmental Compliance, Health & Safety



1800 N. Military Trail, Boca Raton | (941) 720-0564 | efoeller@wm.com

Liz directs the efforts for environmental compliance, health, and safety for our Florida operations with WM since 2016. Liz has both an M.S. and B.S. in Environmental and Civil Engineering and is a licensed engineer in Florida. In this position, she oversees the environmental permitting and compliance activities for all media including air, water, waste, and tanks for our collection facilities, post-collection facilities, and recycling facilities. Specifically, Liz provides leadership and direction for site personnel to ensure our facility operations and documentation always meet or exceed our regulatory requirements.

Liz is also responsible for implementing district-specific safety processes working together with our regional districts to develop safety programs for our people, equipment, and facilities. Liz confirms all sites are fully compliant with both OSHA and Corporate safety requirements, administering safety rules and conducting safety site assessments. Liz is in constant contact with Post-Collection Safety Specialist Breon Hare, who oversees safety at the Florida RMPF's.

Dawn McCormick, Director of Communications



1800 N. Military Trail, Boca Raton | (954) 226-9894 | dmccorm2@wm.com

Dawn is an experienced broadcast journalist and communications professional with more than 30 years of experience in media relations, crisis communications and pro-active stakeholder communications. She was an award-winning broadcast journalist with NBC and ABC affiliated TV stations. Dawn graduated with a degree in Journalism from Northwestern University.

Luigi Pace, Florida Manager, Public Sector Solutions



2380 College Avenue, Davie, FL | (305) 970-0127 | lpace@wm.com

In his position as Area Manager, Public Sector Solutions, Luigi oversees the Public Sector Representatives that cover 16 Florida Counties. With 21 years with WM and 34 years total industry experience, he works closely with municipalities and Government Affairs Managers to ensure compliance with municipal contracts. As a prior Government Affairs Manager, Luigi knows municipal/county contracts and has worked seamlessly with our local district management team to elevate customer satisfaction.

Luigi's prior positions included Sr. District Manager Broward County, South Florida Market Area Safety Manager, WM of Palm Beach Sr. District Manager, and Operations Manager. Each of these positions gives Luigi his unique skill set and ability to represent his customers' perspectives to the WM network. An invaluable communication tool is Luigi's fluency in Spanish and Italian.

And Westlake's Local WM of Palm Beach Operations Team

Jeff Sabin, Government Affairs Manager/Public Sector Solutions Manager



651 Industrial Way, Boynton Beach, FL 33426, (772) 263-0017 | jsabin@wm.com

Jeff has 46 years of experience in solid waste and recyclable materials collection and management.

He also has 14 years of experience in operations, including work as Operations Manager and Sales Manager. Most recently, Jeff was promoted to Public Sector Solutions/Government Affairs Manager in and around Palm Beach and Martin Counties. Jeff will provide invaluable continuity as he will continue to serve the City of Westlake in the same capacity by overseeing WM's implementation of the new agreement and will ensure all needs and expectations are met. In addition to contract management, Jeff is a strong community citizen and will oversee the support, contribution, and participation in causes and in events throughout the City to further cultivate impactful partnerships.

Jeff currently serves on the following boards: Friends of Jupiter Beach, Okeechobee Education Foundation, President's Council member of the Hobe Sound Chamber of Commerce, Young Life of Martin County, Metropolitan Planning Organization- Freight Advisory Vice Chair, Step Up for Students – Florida Tax Credit (FTC) Corporate Scholarship Program Advisory Board and member of the Juno Beach Civic Association, Jensen Beach Chamber of Commerce, Martin County and Okeechobee Economic Councils.

Alexandra Martinello, Community Relations



(772) 233-7079 | asherlo2@wm.com

A Florida native based in Palm Beach County, Alexandra Martinello is a passionate advocate for environmental issues and a dedicated member of the WM team since 2007. She began her career as a Billing Specialist and quickly advanced through key administrative roles, including Legal Administrative Assistant and Senior Administrative Assistant to the Florida Area Vice President.

In 2014, Alexandra transitioned to the Communications team, where she has spent over a decade supporting WM's Florida Area. In her current role as Communications and Community Relations Manager, she plays a pivotal role in shaping both internal and external communications. Alexandra works closely with the Public Sector Services team to lead

community outreach and education initiatives across the state, helping to strengthen WM's connection with the communities it serves.

She holds a bachelor's degree in Interdisciplinary Studies from Florida Atlantic University, with concentrations in English Literature and Communication.

Jason White, Senior District Manager WM of Palm Beach



651 Industrial Way, Boynton Beach, FL 33426, (941) 751-7555 | JWhite3@wm.com

As Senior District Manager, Jason oversees the day-to-day operations of the District, including oversight of the 230 employees that are responsible for the collection of garbage, recycling, and yard waste for thousands of customers in Palm Beach County. He provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. Jason is responsible for the District's overall service and budget performance.

He will work with County staff to maximize customer satisfaction and improve service efficiency along with the daily quality of contract services. During the implementation of services, Jason will oversee the completion of all operational tasks.

He has 36 years of industry experience, including 12 years in and around Manatee County and 11 as the District Manager for Manatee County's contract. Jason started with WM in 1988 and has held many positions. His career began in Hastings, MN, before being transferred to Maryland. Jason moved to Florida in 1993. He has worked in most operational roles in all lines of business for the company, including Helper, Driver, Port-O-Let, Dispatcher, Route Manager, Operations Manager, and on WM's Safety Team for two years. Jason says that the best thing about his job is no matter how long you do it, you can learn something new every day.

Roger Seenath, WM of Palm Beach District Manager



651 Industrial Way, Boynton Beach, FL 33426, (561) 718-4825 | wmrseenath@wm.com

Assignment on City's Project: Managerial responsibilities including overseeing Quality Assurance

Roger has been employed by WM for 16 years. During that time, he has served in several different roles, from Customer Service Management to Sales Management, and currently in Operations. He is responsible for managing the daily operations in all aspects at our WM of Palm Beach facility. Prior to his Senior Leadership Role in his district, he managed all lines of business including Residential, Commercial and Roll-off services.

Roger has extensive knowledge of the Palm Beach County areas and has been trained in all aspects of safety. His time in leadership positions has provided him with valuable experience in mentoring and coaching team members. Roger holds a Liberal Arts degree from Miami Dade Community College.

Nicholas Northover, WM of Palm Beach District Operations Manager



651 Industrial Way, Boynton Beach, FL 33426, (561) 946-8549 | nnorthov@wm.com

Nicholas is the District Operations Manager for Palm Beach County, overseeing Roll Off and Residential Route Managers and ensuring timely, complete collections. He has delivered exceptional service to South Florida customers for the past seven years, with deep expertise in the Palm Beach County area.

His team proudly serves Loxahatchee, Acreage, West Lake, Belle Glade, Palm Beach Gardens, SWA Zones 2 and 5, and Roll Off routes from Palm Beach Gardens to Boca Raton.

Nicholas began his career at WM in 2017 as a Dispatch Router, advanced to Lead Dispatcher for Florida's Southern Tier in 2019, and became a Roll Off Route Manager in 2020. He assumed his current role in August 2023.

With 18 years of leadership experience and comprehensive safety training, Nicholas is passionate about mentoring his team and believes in empowering people to build a stronger community.

Jacob Buster, WM of Palm Beach Senior District Fleet Manager



651 Industrial Way, Boynton Beach, FL 33426, (561) 547-4000 | jbuster1@wm.com

As our Senior Fleet Manager, Jacob oversees all aspects of fleet strategy and repairs at the district. He has three years with WM, and most recently won the distinguished Top Shop award within WM. Jacob's sales background, including his most recent role as Regional Sales Manager for Fabricators Plus before relocating to FL, gives him a depth of management skill and experience that make him uniquely qualified for his efforts in managing fleet strategy and repairs.

Andrew Brumley, WM of Palm Beach District Fleet Manager



651 Industrial Way, Boynton Beach, FL 33426, (561) 547-4000 | abrumley@wm.com

As our Fleet Manager, Andrew oversees fleet repairs at the district. He has 20 years with WM and has earned promotions from Technician Assistant to Technician, to Senior Technician, and now to Fleet Manager. Andrew has achieved his ANGI CNG Certification, Cummins Warranty Certification, and his Michelin and Bridgestone Technical Certification.

WM of Palm Beach - Westlake Operations Managers

651 Industrial Way, Boynton Beach, FL 33426



Greg Bennett,
Residential



Valiant Sherrod,
Commercial



Modesto Martinez,
Rolloff

Greg Bennett, Valiant Sherrod, and Modesto Martinez are the Operations Managers for your WM of Palm Beach Hauling District/Westlake teams. They oversee daily collection services, drivers, and operational performance. They manage District personnel needs, including selection, coaching, and training drivers. They are also responsible for equipment utilization and managing all equipment needs, including cart and container inventory. With invaluable Westlake firsthand experience, these three are ready to continue to roll in the City.

The information shall identify the key personnel who will be assigned to the contract for Solid Waste & Recycling services. A brief resume for every individual shall be provided in response to this RFP.

Resumes for all WM personnel that contribute to our efforts in the City of Westlake were provided in the prior section.

The City's single point of contact is now, and to ensure no disruption, will continue to be, Jeff Sabin, Public Sector Solutions Manager. Additionally, Westlake will continue to have access to the Operations Team for service-related matters including Senior District Manager, Jason White; District Manager, Roger Seenath; and your Operations Managers, Greg Bennett, residential, and Valiant Sherrod, commercial, and Modesto Martinez for rolloff work.

City of Westlake's WM Professionals

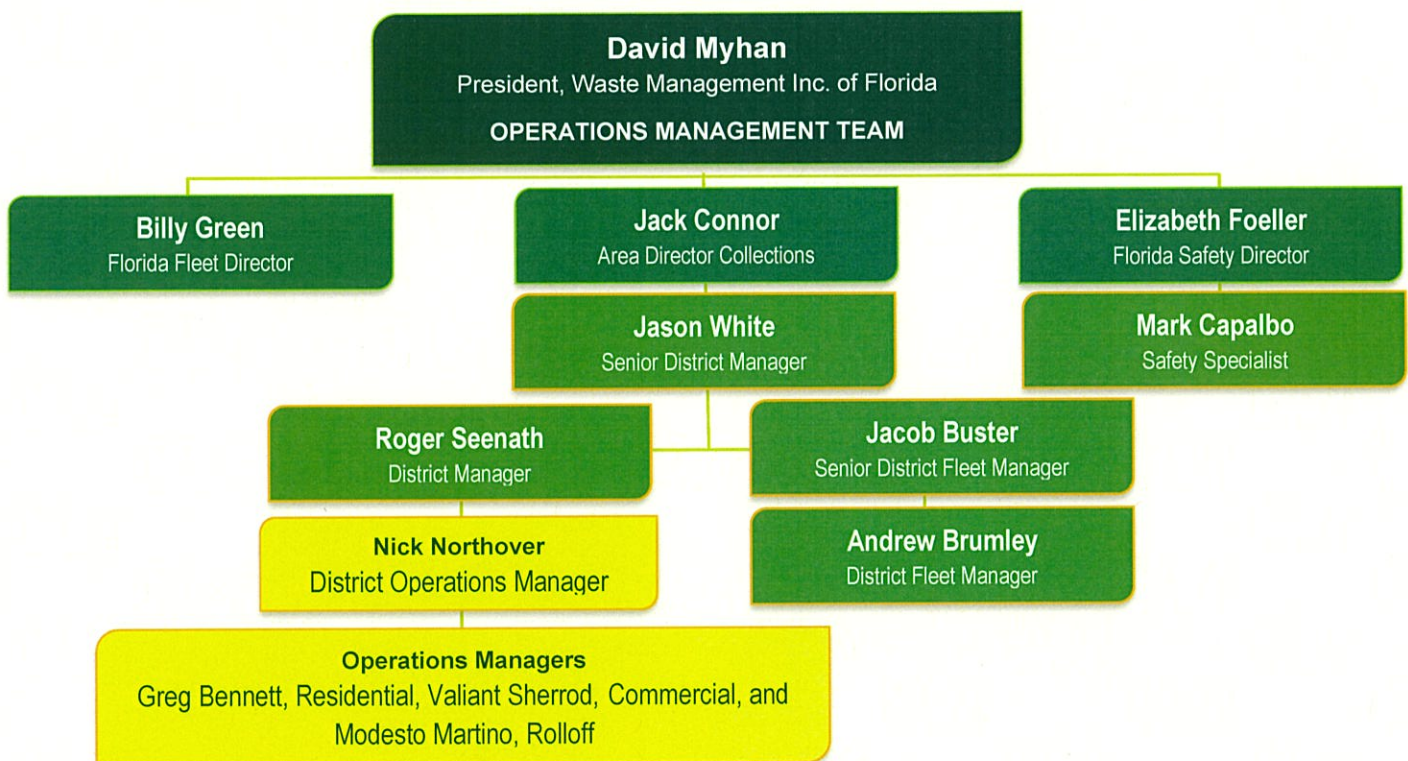
Luigi Pace , Area Manager Public Sector Solutions	2380 College Avenue, Davie, FL 33317 (305) 970-0127 Lpace@wm.com
Jeff Sabin , Westlake Account Manager Public Sector Solutions Manager	651 Industrial Way, Boynton Beach, FL 33426 (772) 263-0017 jsabin@wm.com
Jason White , Senior District Manager WM of Palm Beach	651 Industrial Way, Boynton Beach, FL 33426 (941) 751-7555 JWhite3@wm.com
Roger Seenath , District Manager WM of Palm Beach	651 Industrial Way, Boynton Beach, FL 33426 (561) 718-4825 wmrseenath@wm.com
Nick Northover , District Operations Manager, WM of Palm Beach	651 Industrial Way, Boynton Beach, FL 33426 (954) 288-3100 nnorthov@wm.com

WM holds a strong tradition of service excellence that Westlake residents know, trust, and expect. Our WM of Palm Beach hauling district houses over 200 employees and over 170 collection vehicles, 3 container delivery trucks, 2 service trucks, and 12 support vehicles serving

as additional available resources. As such, no other environmental service provider understands Westlake and can service the area better than WM. We account for how residents expect to receive their service, and outside-the-norm requests. We know the location of every street, dead-end, tight turnaround, driveway, and soft-surface roadway. We have established plans for keeping abreast of the ongoing construction in Westlake, and are diligent about schedules and minimizing disruption.

We understand seasonal peak periods for yard waste and have the resources in place to manage requirements. We have proven with other customers that when natural disasters occur, WM adheres to its unwavering commitment to providing the services necessary to assist residents and the community, even if what was needed falls outside the contract parameters.

WM's Westlake Operations Management Team



In short, WM can clearly demonstrate the experience and expertise to service the City of Westlake efficiently, effectively, and safely.

Furthermore, with nearly 5,000 employees and 1,400 compressed natural gas-fueled trucks within the State of Florida, along with over ~61,700 employees and 32,000 collection vehicles in North America, WM has the capacity to handle any unforeseen circumstance in Westlake.

WM services Westlake primarily with compressed natural gas (CNG) fueled vehicles, better for our environment, and measurably quieter for the City's residents. All of our vehicles are fully enclosed and designed to be leak-proof with self-contained mechanisms to compress the material collected. The vehicles are painted in a uniform color and are easily identifiable as they adhere to specific branding guidelines. Vehicles are marked with unique unit identification numbers on both sides and the rear. We maintain detailed records of each collection vehicle and all vehicles are meticulously maintained for a clean and orderly appearance, as well as good working condition.



The WM of Palm Beach Operations Team that bring their expertise to Westlake each and every day.



Qualifications

Management Approach

This section shall outline the contractor's management plan that adequately demonstrates how the contractor intends to organize personnel to meet the day-to-day operational needs of the contract. The plans shall include but not be limited to the following, route layout, can delivery, missed pickups, complaint handling / solutions, response times, city wide sequencing of pickup days. The plan shall demonstrate the degree to which the firm understands the scope of services herein.

A quantifiable advantage to selecting WM's continued services for Westlake's next contract is our proven service plan already implemented for this scope of work. Additionally, Westlake can avoid a service provider transition.

WM will bring our local expertise as well as our success accommodating City-wide sequencing of pickup days that will frame any change in service delivery implementation and facilitate the inevitable growth.

Sample Implementation Key Tasks and Timeline: (Example)

Based on the importance of this effort, all action items detailed below will be spearheaded by WM's Senior District Manager, Jason White and Jeff Sabin, Westlake's Government Affairs Manager. Other key members of your WM/Westlake team include, Roger Seenath, District Manager; and Westlake's Daily Operations Managers, Greg Bennett, Valiant Sherrod, and Modesto Martinez. They are identified below by their initials. Your District Management Team (DMT) will include other members of the Westlake Operations Team relevant to the task at hand.

A sample transition timeline is proposed here. Because WM is the incumbent provider, there are minimal action items required so this will be a much simpler and less painful transition. This timeline assumes a contract commencement date of October 1, 2025, and illustrates many of the tasks that can be avoided based on our experience in the City. All/any of these tasks can and will be presented to City staff upon request.



City of Westlake Transition Timeline

Action Item	Person Responsible	Status	Date Due	Date Completed
Meeting with the City to discuss and review transition/implementation plan and review the terms and requires of the new contract.	JW, RS, JS		July 2025	
Meet with City staff to review and approve any literature / informational brochures that will be mailed out to all customers.	JW, RS, JS		August 2025	
Provide a written safety plan covering all aspects of WM's operations under this agreement.	JW, RS, JS		August 2025	
Provide a Contingency Plan which pertains to operations during and or after emergency situations.	JW, RS, JS GB, VS, MM		August 2025	
Provide updated vehicle list that identifies the make, model, year, tare weight, license tag number, and identification number for each collection vehicle.	JW, RS, JS GB, VS, MM		August 2025	
Schedule meetings with Westlake staff to design and prepare the City's WM hosted Community Website landing page.	JS		September 2025	
Optimize existing routes with collaboration from City's Solid Waste team	JW, RS,		September 2025	
Weekly Operational meetings to discuss and review the status of the contractor's transition plan and its implementation.	JW, RS, JS GB, VS, MM		Ongoing to be scheduled per the City	

WM is fully prepared and brings local knowledge to exceed expectations for the full term of a new agreement. We are uniquely well prepared and equipped to meet the tight service start date of October 1, 2025, for the full contract term of five (5) years with two (2) one-year extensions.

As your current and long-term environmental services provider, WM is experienced in meeting the needs of Westlake and stands ready to continue with uninterrupted services. WM currently uses eight (8) collections vehicles for residential collection services, accompanied by one (1) front end load commercial truck and one (1) rolloff for 10 total vehicles dedicated to the City. WM of Palm Beach has the equipment on site to meet this demand and projected future growth. Our rolloff collections respond to nearly 60 hauls per year.

WM will continue to have nine (9) routes for the residential collection of solid waste, recyclables, and yard waste servicing the current ~3,100 single family detached homes; the Towns 30 - 4 unit buildings, and the Towns 26 - 5 unit buildings. We recognize that the City is adding about nearly 400 units per year across those three categories.

Optimized, proven, and trusted WM Westlake route maps follow for your review.

City of Westlake MSW



City of Westlake RECYCLING








Legend: P= WM of Palm Beach, 2 =Tuesdays; 5 = Fridays; and A"x" = WM route numbers

Upon collection, materials are transported to the Palm Beach Solid Waste Authority transfer station, Delray East, located at 1901 S.W. 4th Avenue, Delray Beach, FL 33444.

Following, please find a table showcasing the make and models of our vehicles that will be used to provide collection services:

Fleet Requirements

Westlake	Vehicle	Projected Quantity	
Residential MSW	ASL AutoCar Automatic Side Loader ACX64 CNG	3	
Residential RECYCLING	Split Body RELs Mack rear loader split body -TE 64 CNG	3	
Residential RECYCLING / YARD & BULK WASTE	RELs Mack rear loader split body -TE 64 CNG	2	
Commercial	FEL Front End Load Autocar ACX64 CNG	1	
Rolloff	CNG	1	

WM currently owns and houses 170 collection vehicles at its WM of Palm Beach hauling facility, where we also maintain a minimum of 10% reserve vehicles of all types that are assigned as needed to service our municipal customers. Additionally, WM currently holds the following resources in the tri-county area, each with a minimum of 10% reserve vehicles of all types:

- Palm Beach County: 170 trucks, 1 yard, 5 other facilities, over 250 employees
- Broward County: 202 trucks, 1 yard, 5 facilities, over 300 employees
- Miami-Dade County: 210 trucks, 1 yard, 6 facilities, over 500 employees
- Florida Market Area: Over 2,000 trucks, 32 hauling yards, 5,000 employees,

Finally, WM owns more than 32,000 vehicles throughout North America - only WM has the resources to handle any unforeseen circumstance in the City. WM will service Westlake with **newer model, clean-burning, environmentally friendly Compressed Natural Gas (CNG)-fueled trucks**. CNG is one of the cleanest fuels available for use in heavy-duty trucks and the environmental benefits are significant, **and only WM is the only hauler that currently services the Palm Beach County area with CNG-fueled trucks.**

While these statistics reflect our strong overall preparedness, it is even more critical for the City to recognize that we not only offer a robust network of resources but also leverage our local expertise to accurately forecast and allocate assets in alignment with Westlake's projected growth.

We are hoping it's true that Westlake Homes will triple - and we have made plans!

EXPECT MORE
FROM YOUR
ENVIRONMENTAL
SERVICES PROVIDER



Our Operational Differentiators for the City

Customer Service, For Tomorrow® - Here Today

At WM, exceptional customer service means meeting you where you are – and driving service forward to where you are going. Our flexible, multi-channel customer experience model makes it easy for your designated residents and City staff to connect with WM through a channel of choice. With WM, they can also access self-service tools and digital resources at their convenience.

Backed by smart technology and knowledgeable teams, we deliver fast, consistent, and personalized service. This section highlights the full range of services and support we offer to keep your City connected and informed today – and the feedback-driven tools that will help us evolve with Westlake into the future.

Multi-Channel Customer Experience: Connect with WM Your Way

We put Westlake first by anticipating your service needs and delivering support tailored to you. To meet designated residents where they are – and ensure every interaction feels consistent and easy – we have expanded beyond traditional service models to offer a flexible, multi-channel experience. Whether you prefer to call, click, or chat, WM offers a connected experience across every channel.

Customer Support Channels

To make every interaction easy and efficient, WM offers the following customer service channels – each designed to save you time, reduce effort, and give you control over how and when you connect.

- **Lisa – Our Conversational Voice Assistant**
Lisa is our Interactive Voice Response (IVR) system that helps you get what you need without navigating complicated menus. Just speak naturally, and Lisa will guide you to the right solution – whether that is a helpful link, a service request, or a live agent.
- **Callback and Text Options**
No more waiting on hold. Choose a callback or text option, and a WM Customer Service Representative (CSR) will reach out when available – or continue the conversation by text at your convenience.
- **Live Chat**
Start with our chatbot for quick answers to common questions. With every customer conversation, the chatbot learns and improves – helping continuously deliver even faster, more accurate solutions. If your request needs more attention, you will be connected to a live chat representative.

- **Contact Back**
For more complex issues, use our digital intake form to describe your request. A WM CSR with the right expertise will follow up with the support you need.

Self-Service Tools

In addition to the support channels we provide Westlake, WM offers a full suite of self-service tools that puts your designated residents in control – giving them quick access to the information and services they need, whenever they need them.

These digital tools make it easy to get things done quickly and confidently – so designated residents can take charge of their WM experience.

WM.com	Gives designated residents a seamless and intuitive way to discover the services and solutions available in their City.
Customer Support Resources	Allows designated residents to explore a collection of resources by topic to find quick answers to top-asked questions.
Social Media Platforms	Provides a new and convenient way to connect with WM.
My WM/My WM App	This platform empowers designated residents with the tools and technologies for on-demand digital account management and self-service solutions.

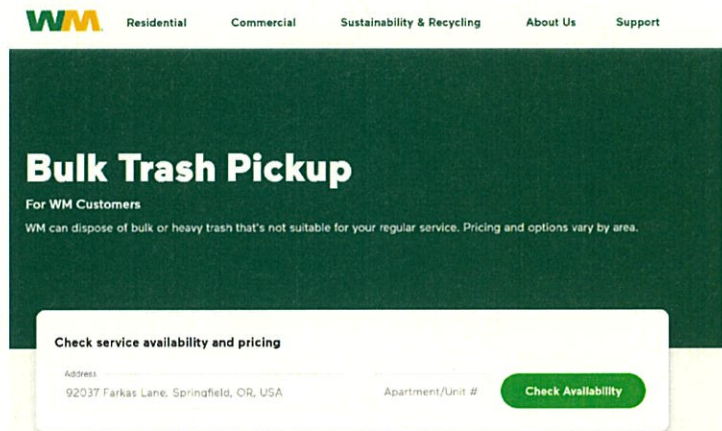
Self-Service Online Capabilities

Every feature on wm.com is designed to make your experience easy, efficient, and transparent. These tools go beyond traditional call center support, giving designated residents the freedom to manage services at their convenience – with an exceptional experience at every touchpoint.

City of Westlake designated residents can enjoy the convenience of self-service features online. We are proud to offer the following self-service capabilities online – without the need to make a formal request to your staff. Reducing calls to your staff, save your time, add convenience for residents:

- **Bulk Item Pickup:** What do designated residents do with large trash items that cannot be recycled or repaired? They can schedule a time for us to come by and pick them up.

- **Container Repair or Replacement:** Sometimes life is hard – on containers! When their container needs a little care, designated residents can visit us online where they can quickly give us information on the damage, then pick a date for us to come out to their place to either replace it or repair it.
- **View ETA & Schedule:** designated residents can stay informed of when we are stopping by – including holidays, weather events, or other service schedule changes.
- **Report Missed Pickup:** If we missed a pickup, designated residents can easily report a missed pickup and we enter a ticket to collect.
- **Temporary Roll-Off Requests:** designated residents can order a temporary roll-off container online, where they can choose a delivery date and see estimated costs.
- **Request Contact Back:** If designated residents are unable to complete a self-service action, they can request a Contact Back and we will be in touch to help them.



Customer Service Center

While our digital tools offer fast, flexible support, we know that sometimes you need to speak with someone directly. That is where our Customer Service Center comes in.

Our customer service representatives (CSRs) are knowledgeable, professional, and ready to help with any request that cannot be resolved online. They are equipped with the tools and local insight to provide accurate answers and timely solutions – so designated residents can get the support they need without the back-and-forth.

Hours & Days of Operation

Our Customer Service Center is available during regular business hours:

8 a.m. to 5 p.m. local time, Monday through Friday

We are closed on nationally observed holidays.

Even when our phone lines are closed, designated residents can still access support through [wm.com](https://www.wm.com), the My WM app, Live Chat, and other self-service tools – at their convenience.

Nationwide Infrastructure & Emergency Support

From storms to service disruptions, WM's customer service network is built to keep Westlake connected. Our systems quickly route requests across our nationwide team, ensuring reliable updates and locally informed support – especially when you need it most.

Customer Service Representatives (CSRs) Who Know Your Needs

Our CSRs are trained to do more than answer questions – they are here to solve problems, provide clarity, and make your experience easier.

Each CSR is equipped with the tools and local knowledge to resolve issues quickly and accurately. They are empowered to take action during the first interaction, reducing the need for follow-ups and saving you time.

With access to your local service details and the right tools at their fingertips, our CSRs provide accurate answers and take meaningful action. When follow-up is needed, our structured processes ensure consistent communication and timely resolution.

From Onboarding to Ongoing: CSR Training That Delivers

Every CSR goes through a five-week onboarding program designed to build deep knowledge, strong communication skills, and a clear understanding of what customers need most.

But learning does not stop there. Ongoing training and development ensure our team stays sharp, informed, and ready to support Westlake with clarity, care, and confidence – every time you reach out.

People First, Powered by Technology

Great service starts with great people. Our CSRs are knowledgeable, caring, and empowered to deliver the support you need – backed by smart technology that helps them do it even better.

To strengthen this experience, WM uses the Genesys customer interaction management platform – an AI-powered system that helps us understand how to support our teams and our customers more effectively. With real-time insights and data-driven planning, we can deliver faster, more personalized service while creating a better experience for the people behind every call, chat, or message.



Tech That Connects, Service That Delivers

Every customer interaction is backed by smart technology that connects our Operations and Customer Experience (CE) teams with the right information – right when it is needed. We use the following tools designed to make your experience smooth, fast, and reliable – because when things run efficiently behind the scenes, you feel the difference up front.

Real-Time Support from Onboard Technology

Every WM truck in your area is equipped with onboard computer systems that keep our teams connected and informed. This means:

- **Faster issue resolution** – from on-call pickups to rerouting, we can respond quickly.
- **Real-time updates** on truck locations, completed stops, and service status.
- **Proactive cart repairs or replacements** – often flagged before you report them.
- **Fewer emissions** thanks to optimized routes and reduced idle time.
- **Smart service** that anticipates your needs before they become problems.

One System, One Source of Truth

Our proprietary Employee Console Application is a centralized system that gives every WM team member access to accurate, up-to-date information about your services. Whether you are calling about a pickup, a billing question, or a schedule change, our team can provide clear answers quickly. This system supports:

- Billing, autopay, and paperless options
- Pickup service and holiday schedules
- Bulky/large item collection
- How to Recycle Right®
- Sustainability-focused information
- Commercial service updates and extra pickups
- Service schedule changes
- Weather alerts and emergency updates

Our teams are connected around you – so no matter who you speak with, you can expect consistent, informed support.

Listening, Learning, and Improving – With You at the Center

At WM, delivering reliable service is just the beginning. We are always looking for ways to make your experience better, and that starts with listening to what matters most to you.

To do that, we use two powerful tools: **Net Promoter Score (NPS)** and the **Voice of Our Customers (VOC)** survey. These tools help us understand how you feel about our service, what we are doing well, and what we can do better.

Net Promoter Score (NPS): Understanding, Not Just Measuring

Understanding your needs goes beyond measuring satisfaction. That is why we use Net Promoter Score (NPS) – a tool that gives us deeper insight than traditional metrics like Customer Effort Score (CES).

NPS tells us how likely you are to recommend WM to others. It goes beyond satisfaction to measure trust, loyalty, and long-term value. Here is how it helps us serve you better:

- **A complete picture:** NPS captures both positive and negative experiences, giving us a well-rounded view of how you feel.
- **A look ahead:** High NPS scores often mean stronger customer loyalty and more consistent service. It helps us focus on what we are doing well for Westlake.

- **Actionable insights:** By understanding who is happy and who is not, we can make meaningful changes that improve your experience.
- **Industry benchmarking:** NPS also shows us how we compare to others, so we can set realistic goals, track progress, and keep raising the bar.

Voice of Our Customers (VOC) Survey

Every month, WM invites over 100,000 customers to share their experiences through our Voice of Our Customer survey. It starts with big-picture questions about your relationship with WM, then dives into specific service details – giving us valuable insight into what is working and where we can improve.



This feedback helps us shape smarter, more responsive solutions designed to meet – and exceed – Westlake's expectations.

As a WM customer, you can feel the difference of service centered around Westlake.

How does WM manage complaint resolution?

When concerns arise take complaints seriously at WM. Your dedicated contract liaison and operations team are committed to resolving them promptly, with a focus on proactively reducing the number of complaints received.

Here are the steps we take to address issues and find solutions.

Documentation: When a complaint is received, it is dated, timestamped and documented with the action needed for resolution. Proper documentation allows us to effectively address the complaint and track the resolution progress.

Ticket Submittal: A complaint submitted via our self-serve channels generates a ticket that is promptly submitted to the relevant WM area for resolution. This streamlined process helps ensure a faster and smoother resolution.

Urgent Escalation: A ticket is escalated to urgent for issues requiring immediate attention or a repeat occurrence. When a ticket is escalated to urgent, our system prioritizes it for a swifter resolution.

Dedicated Team: Our skilled Complaint Resolution team and Workflow Manager assigned to the complaint ticket work diligently with the customer to resolve the complaint within 24 business hours.

Supervisor Support: If we cannot resolve a complaint within the deadline,



our Supervisors collaborate with our operations team and speed up the resolution process for a satisfactory outcome.

Our Route Management Systems: Operational Efficiency at its Finest

With increased online purchases, consumers now have visibility into the complex logistics behind each shipment and can even track every stop from the point of intake to transfers at regional distribution centers. Just as consumers depend on mail carriers to deliver packages on time, Westlake can count on WM to collect waste safely, efficiently, and on time with advanced logistical technology to back our operations.

Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our Operations and Customer Service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit Westlake through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- **Environmental Savings:** Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

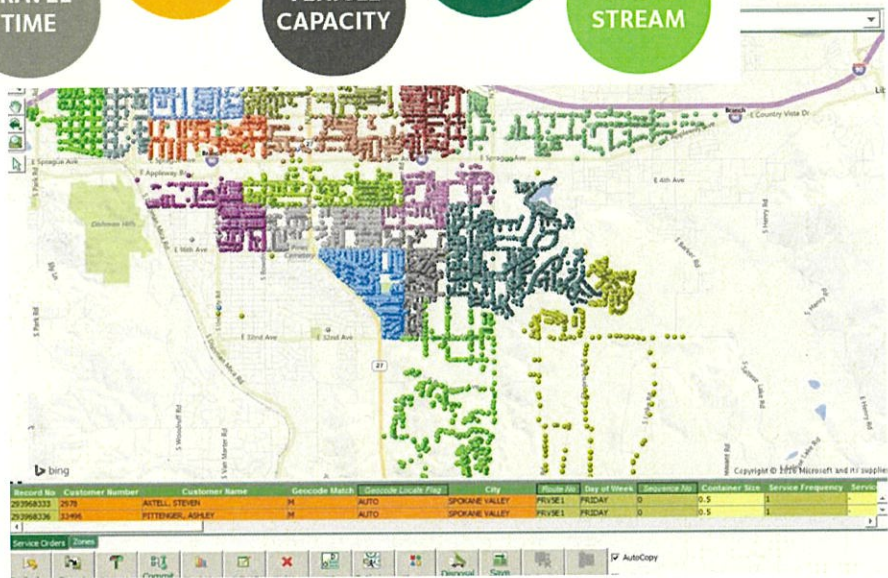
eRouteLogistics®: Routing Software that Reflects Real-Time Developments

We utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our Operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics® program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics® displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics® enables our operations managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns City staff may have concerning routes.



eRouteLogistics features a color-coded interface for user-friendly route visualization.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics® to capture new customers and service level changes. eRouteLogistics® features mapping capabilities supported by mapping technology. Mapping is updated within a scheduled frequency to reflect road changes and new community developments.

Onboard Computing System Provides Real-Time Driver Feedback

Our fleet of trucks for Westlake is equipped with our onboard computing system (OCS), which enhances communication between our Operations and Customer Service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely



and in actual time by our routers and dispatchers. Drivers use their OCS to log completion of each service performed.

OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extra material outside of container or on top of the container, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of collection and have the option to add supplementary notes. If OCS becomes unavailable due to cellular outages or natural disasters, our drivers are able to use a traditional paper route sheet to perform scheduled collections and manually enter routing exceptions. As part of our commitment to providing reliable and streamlined service, we are working with communication partners to implement sophisticated business continuity processes and build response systems to be able to leverage technology even during uncontrollable events, when our customers continue to depend on us for essential services.

The primary benefits of OCS are:

- **Service Exceptions:** When a driver encounters a condition that prevents providing service or requires a service beyond emptying a container, such as removing extra material outside container, and noting contamination, the driver touches the “service exception” button. Drivers can touch the exception button on the customer order list or from the customer order detail screen, which triggers an “exception” pick list on the display. Drivers touch the item containing the appropriate service exception.
- **Proactive Customer Communication:** Drivers document any issues associated with attempting to provide service to the customer, including carts not being out, blocked access, or ancillary pickups. This allows us to address issues proactively with our customers and prevent inconveniences, such as a missed collection.

Our OCS is complemented by the following industry-leading software and technology for real-time routing and dispatch communication:

Technology	Function	Benefit to Customer
eRouteLogistics®	<p>Mapping and routing software system used to develop and modify routes.</p> <ul style="list-style-type: none"> ✓ Takes into account traffic patterns, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible ✓ Fully integrated with our billing and customer database, Mid-America Systems (MAS), to capture new customers and service changes 	<ul style="list-style-type: none"> ✓ Increases efficiency on routes ✓ Automates updates to customer's service needs ✓ Contributes to accurate billing ✓ Can route around school drop-off and pick-up times to avoid traffic

Technology	Function	Benefit to Customer
Plan Versus Actual (PvA) Technology	Software that plots planned route versus actual route status <ul style="list-style-type: none"> ✓ Identifies routes that may be running behind the typical schedule that customers are accustomed to, enabling WM to proactively redistribute routes ✓ Shows historical trends to address recurring challenges 	<ul style="list-style-type: none"> ✓ Reliable service, even during unexpected events ✓ Prevent missed or late pickups ✓ Proactive service improvement ✓ Ability to analyze trends
Onboard Computer System Dispatch (OCSD)	In-office software connecting dispatch and route management to driver OCS <ul style="list-style-type: none"> ✓ Route modifications are made in real time and instantly appear on drivers' tablets so that any potential for service disruption is eliminated ✓ Enables dispatch and managers to electronically assign service tickets and communicate with drivers for immediate customer issue resolution (e.g., blocked container, late set out, etc.) 	<ul style="list-style-type: none"> ✓ Quick resolution in the event of a service challenge ✓ Instant, electronic transfer of information to drivers ✓ Real-time resolutions to issues as they arise

Onboard Technology Advancements

In today's rapidly evolving transportation landscape, investing in advanced truck technology is not just a business imperative but WM's commitment to your community. While these investments may initially increase the cost of trucks, the long-term benefits far outweigh the expenses. Enhanced safety features protect drivers and pedestrians alike, significantly reducing the likelihood of accidents. Moreover, innovations that streamline truck operations lead to more efficient logistics, minimizing delays and improving overall service.

These technological advancements also play a crucial role in protecting employees by creating safer working environments and reducing the physical strain associated with traditional trucking practices. Additionally, by focusing on reducing emissions and enhancing fuel efficiency, we actively contribute to a cleaner environment, benefiting both current and future generations.

Furthermore, leveraging cutting-edge artificial intelligence (AI) and technology not only assists drivers in navigating complex routes and traffic conditions but also enhances decision-making processes, leading to improved operational efficiency. In essence, these investments are vital for fostering a sustainable and safer City underlining the importance of prioritizing innovation in the waste industry.

Following is a summary of the new and existing investments WM is making that include AI and technology to increase visibility, improve safety, and reduce emissions.

Artificial Intelligence and Technology

New!

Advanced Driver Assistance System (ADAS)

Utilizes radar and cameras for autonomous emergency braking, lane departure warning, following distance alert, stationary object alert, impact alert, side object detection, and vulnerable road user (VRU) protection.

New!

Intelligent Dash Camera

Combines machine vision with AI to help detect and deter distracted driving. Provides driver coaching and automatic incident reporting using accelerometer sensors and integration with Advanced Driver Assistance System (ADAS).

New!

WM Smart Truck® Technology

An automated service confirmation system with safety cameras that monitor the container collection and hopper dumping to identify unauthorized materials or contaminants that can cause harm to the truck, driver, and environment.

Fuel Efficiency and Emission Reduction

New!

Dynamic Shift Transmissions

A unique set of software and electronic controls for the transmission that provides emission reductions and fuel savings while providing full performance, reliability, and durability. The software enhances the driver's experience with algorithm-controlled shifting, neutral at stop, and acceleration rate management to provide the best performance while reducing fuel consumption.

New!

Electronic Fuel Management

A proprietary link between the engine and the Compressed Natural Gas (CNG) fuel system to optimize fuel consumption and reduce emissions. Provides the driver with accurate fuel levels with on-dash information for active driver feedback, distance to empty (DTE), Eco Mode for increased fuel efficiency, low-fuel derate mode permits safe exit from traffic at extremely low fuel levels, and over-temperature warnings to alert the driver of a possible load fire or unsafe operating conditions.

New!

Renewable Natural Gas Fuel (RNG)

By deploying advanced technologies that use waste to produce energy, we are both powering communities and reducing our footprint. More than 75% of WM's routed collection fleet runs on lower-emission CNG rather than diesel. The use of natural gas-powered trucks not only benefits the environment with lower exhaust emissions, but the engines are also 50% quieter which lowers the in-cab noise for the driver as well as reduces noise the truck makes while servicing our customers.

Maximum Idle Time Limit

After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.

Safety, Health, and Fire Reduction

New and Pioneering!

Battery Cables and Wiring Protection

Industry leading battery cable technology, pioneered and installed by WM, provides extreme resistance to insulation degradation with enhanced oil resistance and abrasion protection to reduce the risk of electrical fires. The addition of fire-retardant wire loom reduces the severity of fires when electrical systems become involved.

New!

Exhaust Thermal Blankets

Reduces the risk of fire in the engine compartment from loose trash and debris due to the increased heat created by today's emission standards. Insulates key exhaust components, which improves emissions by maintaining temperatures within the exhaust system and lowers the cab temperatures to improve driver comfort.

Exceeds federal motor vehicle safety requirements!

Heavy Duty Disc Brakes

Provides the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.

Four Braid Hydraulic Hoses

Part of WM's standard truck body specification, four braid hydraulic hoses double the safety margin against high-pressure hydraulic leakage.

Sears Air Ride Drivers Seat

Provides WM's drivers added comfort and excellent ergonomics. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve their overall performance on the road.

Vehicle Safety Features

New!

LED Headlights

Produces a brighter, more natural-looking light that better illuminates the road compared to halogen headlights, allowing our drivers to distinguish objects and road hazards faster, which reduces the risk of accidents.

New!

Strobing Center Brake Light

A strobing brake warning light provides greater visibility and increased reaction time to approaching motorists during critical moments when collection vehicles are braking. A flashing brake light can help reduce the frequency of rear-end collisions by more than 33%.

LED Strobe Lights and Flashers

Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.

Bus Boy Mirrors

Angled convex mirrors allow the driver an unrestricted view of the area in front of the truck - especially valuable when children and/or adult pedestrians are present.

Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear of the truck.
Reflective Signage/Striping	Brightly colored "yellow tail" rear markings and highly reflective DOT vehicle striping and signage to provide exceptional visibility for motorists when approaching trucks from the rear during early morning and nighttime hours.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.

Preventive Maintenance to Keep Vehicles and Equipment Safe

WM has a comprehensive Preventive Maintenance Program for vehicles and equipment. Disciplined adherence to the program and its associated tasks helps us reduce breakdowns within our fleet and provide Westlake with safe and efficient services.

Our program establishes a systematic procedure to minimize all vehicle and equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs.

Our maintenance team performs regular quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies. Our Preventive Maintenance Program complies with all applicable state and federal requirements, and includes:

Preventive Maintenance Intervals: These intervals are based on vehicle or equipment utilization by hours and/or days. Intervals are increased in the frequency in areas where severe operating conditions exist, such as extreme temperatures, poor road conditions, etc.

Investing in Our Fleet

Each year, WM invests roughly \$600 million in vehicle and equipment maintenance. These investments in our fleet safety, driver training, and onboard equipment have resulted in a significant reduction in vehicle accidents.

Daily Driver Inspections: Before and after each shift, drivers are required to conduct a standardized safety and maintenance check of vehicles and report on any items that may need service. Any defects found during inspections are noted on the inspection form and transferred to a work order for a scheduled repair. Safety-related defects result in the vehicle being removed from service until repairs are completed.

Fluid Sampling and Filter Changes: Our program requires scheduled fluid sampling and

WM's Preventive Maintenance Program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association and encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in Section 396 of the Federal Motor Carrier Safety Regulations (FMCSR).



Testing brake lights



Checking tire pressure



Testing hydraulic lifts and buckets



Inspecting fire extinguishers

filter changes at specified intervals.

Leak Prevention: After operating for 200 hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect and replace worn hoses – prior to the manufacturer's recommendation. Drivers check their vehicles daily for leaks, including during pre-trip and post-trip inspections.

In-Field Repair Response: If a driver experiences an issue while on a route, they call into dispatch immediately to report the problem. Our in-house maintenance shop will dispatch a mechanic out to the driver immediately to make the necessary repairs. If repairs cannot be completed in the field, a backup collection vehicle will be deployed.

Customers depend upon us to pick up and safely recycle or dispose of their waste streams, but they often fail to notice our workers performing these essential maintenance tasks. Although vehicle and equipment maintenance may seem like common sense, it is an expensive and labor-intensive task that many companies delay, discount, or even eliminate – but it is imperative to the safety of our employees and customers that these preventive measures are completed.

Environmentally Sound Maintenance Procedures

WM has implemented several environmental procedures for fleet maintenance, including:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials, and hydraulic systems and reduce the amount of virgin petroleum stock required



- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- Used oil filters are drained and scrapped, per regulations
- All filters placed in drain basins to prevent environmental pollutants from entering streams

Maintenance in the Field

If a collection vehicle has a problem in the field, WM immediately dispatches a maintenance vehicle equipped with the tools and supplies necessary to make on-the-spot repairs. Pickup trucks are also available to deliver additional supplies and spare parts as needed. If repairs cannot be completed in field, a backup collection vehicle will be deployed. Response, replacement, and repair time for vehicles on route is typically less than one hour.

WM's Maintenance Service Delivery Optimization (MSDO) program engages our maintenance technicians in a continuous improvement process – soliciting and implementing their ideas for how to constantly improve our maintenance program. MSDO supports our managers and technicians and allows them to focus on properly executing fundamental fleet processes, being accountable for quality repairs, and conducting root cause analyses to reduce truck downtime to improve customer service for Westlake.

The following table outlines our MSDO processes for preventive maintenance:

Preventive Maintenance Task	MSDO Processes	Process Performance Standards
Planning and Scheduling	Managing performance along with planning/scheduling vehicle repairs	Managers and supervisors are trained to use planning tools that maximize the hours on jobs.
Preventive Maintenance Inspection/Compliance	Scheduled vehicle inspection conducted by maintenance technicians every 200 engine hours	100% of preventive maintenance inspection (PMI) activities performed within 10% of designated intervals
Quality Control Inspection (QCI)	Fleet manager/supervisor conducts quality control inspection on 10% or more of PMIs completed	Properly documented inspections of 10% of all PMIs
Driver Pre-Trip/Post-Trip Inspections	Pre-trip inspections are conducted prior to the driver starting their day. Post-trip inspections are completed once the driver's route is completed.	Drivers conduct inspections on every truck prior to leaving the facility and upon returning to the yard.

- **Real-Time Tracking:** We monitor incidents and near misses to learn, adapt, and improve.
- **Ongoing Training:** From onboarding to daily check-ins, our teams receive continuous safety education.
- **Clear Communication:** Our “Get Home Safe Every Day” vision is more than a slogan – it is a daily practice.
- **Advanced Technology:** We invest in tools that help our drivers and teams stay safe and efficient.
- **Industry Leadership:** We share what works with others in the field to raise the bar for everyone.

Safety by the Numbers

WM consistently outperforms industry safety benchmarks. Since 2005, our injury rates have steadily declined, thanks to a proactive approach that includes:

- **Data-Driven Decisions:** We track key safety metrics like TRIR and DART to guide improvements.
- **Seasonal Awareness:** From heat safety in summer to slip prevention in winter, we adapt to the risks of the season.
- **Quick Recovery:** When injuries happen, we focus on fast, full recovery with the right care and support.

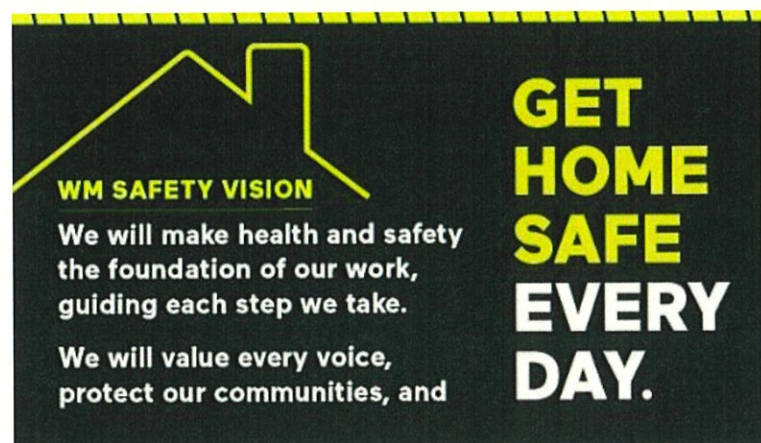
Empowering Safe Decisions

Every WM employee has the authority to stop work if something feels unsafe. This Stop-Work Authority is a cornerstone of our culture – because safety should never be compromised.

Our long-standing “Mission to Zero” initiative reflects our belief that every incident is preventable. We are committed to zero tolerance for unsafe actions and to making sure everyone gets home safe, every day.

Our Safety Vision and Promise go beyond compliance and drive a culture where health and safety are the foundation of everything we do. Safety comes first on the job, all day, every day, without compromise.

Our Safety Promise is to:





Always put safety first



Take personal ownership of safety



Champion safe operations with our words and actions



Follow all safety rules



Identify and address safety risks in advance

The behaviors in our Safety Vision and Promise protect what is most valuable to us and to Westlake: health and well-being.

Built to Evolve: Safety Training in Motion

Safety starts with preparation and never ends. Our drivers and technicians begin with a two-week immersive training at our facilities in Florida and Arizona. These centers simulate real-world conditions – from traffic to weather – so our teams are ready to adapt in any circumstance. After that, on-the-job coaching and daily “tailgate” meetings keep safety top of mind and continuously improving:



- **Tailgate Talks:** Daily briefings cover local conditions, road closures, and community events.
- **Defensive Driving:** Our custom SAFETY training system is updated monthly with real-world scenarios.
- **Behavioral Coaching:** Managers regularly observe and guide drivers to reinforce best practices.





WM Way: The Framework for Operational Excellence

Delivering reliable, high-quality service is not left to chance – it is built into our operations. The **WM Way** is our structured framework for how we work, designed to ensure every collection, every route, and every interaction meets a high standard of excellence for Westlake.

This approach is more than a set of procedures. It is a system that brings together smart technology, local expertise, and a culture of accountability to drive consistent performance and continuous improvement. For you, that means fewer missed pickups, safer streets, and a service experience that gets better over time.



Four Pillars of Performance

Safety: Built Into Every Route

Safety is a core value – prioritized first in everything we do. Every week, our managers review footage from our DriveCam® system to coach drivers on safe practices, like maintaining proper following distance. These conversations are constructive, helping drivers improve while reinforcing our shared commitment to safety.

Service: Thoughtful, Everyday Improvements

Each morning, our teams gather to share ideas and insights for service improvement. A simple reminder to “Leave it better than you found it” can spark real change. These daily huddles help us stay focused on delivering cleaner, more reliable service for your City.

Savings: Smarter Routes, Greater Value

WM Way helps us plan efficient routes and assign consistent drivers who know your area. This reduces missed collections and unnecessary trips – saving time, fuel, and resources. It is a smarter way to serve you and a more responsible way to operate.

Satisfaction: A Team That Listens and Learns

Our drivers are more than operators – they are your neighbors on the road. WM Way encourages open communication and peer support, so drivers help each other improve. This teamwork leads to better service and higher job satisfaction, which means lower turnover and more experienced drivers serving your City.

How We Track and Improve

WM Way includes clear procedures and metrics to ensure we stay on track and keep getting better. Here is how we do it:

Service Metric	What We Do	Why It Matters
Safety	Weekly and monthly reports track injury and accident rates.	Helps us keep everyone safe and informed.
Missed Pickups	Daily reports posted by route and driver.	Promotes transparency and encourages improvement.
Noise & Spills	Logged and reported as required.	Ensures quick resolution and protects your City.
No Can Out (NCO)	Tracks when containers are not out for collection.	Helps identify trends and improve route compliance.
Efficiency Dashboard	Combines key data like stops per hour and idle time.	Supports smarter routing and better service.
Truck Weights	Reviewed daily to ensure legal compliance.	Keeps operations safe and efficient.
Fleet Maintenance	Tracks truck availability and repair needs.	Reduces downtime and keeps collections on schedule.

The WM Way Difference

What sets WM apart is how we turn data into action – automating insights across our operations to drive smarter, faster decisions. This means timely insights, optimized decision-making, and reliable service for you. From safety and service to savings and satisfaction, WM Way is how we deliver real value for Westlake.



When you work with WM, you get a team that is aligned, informed, and always improving. That is operational excellence – done the WM Way.

For detailed information on references that can attest to WM's operational differentiators, please refer to our [Local References](#) earlier in this section and the reference letters we have provided within this section and after our reference charts.

Relevant Service Experience

This section shall describe the contractors' current and prior experience in providing Solid Waste Collection & Recycling Services to municipalities within Palm Beach County. The Firm shall demonstrate the successful completion of services to municipalities for a minimum of ten (10) years in Palm Beach County.

WMIF's nearly 5,000 employees provide collection, recycling, transfer, and disposal service to municipal, commercial, industrial, and residential customers, including over 180 exclusive municipal solid waste and recycling franchise agreements in Florida alone. We are proud to present the carefully selected references that follow.

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 City of Palm Beach Gardens 4050 Johnson Dairy Road, Palm Beach Gardens, FL 33410 Joe Corrao, Deputy Community Services Administrator (561) 804-7049 jcorrao@pbqfl.gov	MSW, REC, YW, BLK, COMM, RO	2006 - to present	23,438	~\$9.3 M	EF
 City of Greenacres 5800 Melaleuca Lane, Greenacres, FL 33463 Carlos Ceden, Public Works Dept. (561) 642-2071 grouppw@greenacresfl.gov	MSW, REC, YW, BLK, COMM, RO	2019 - to present	8,999	~\$4.6 M	EF

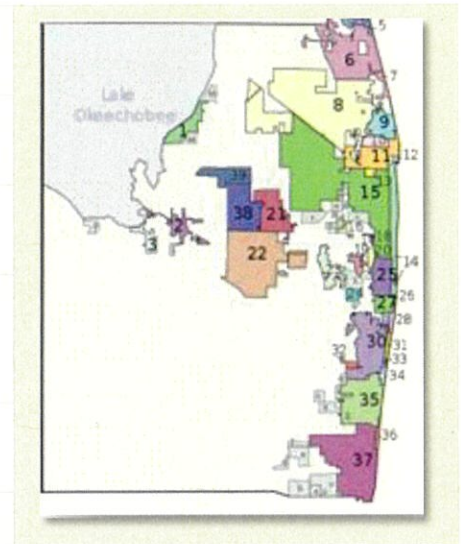
Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 City of Delray Beach 100 NW 1st Ave., Delray Beach, FL 33444 Danise Cleckley, Assistant Neighborhood & Community Services Director (561) 243-7000 Cleckley@mydelraybeach.com	MSW, RCY, YW, BLK, COMM, RO	2015 - to present	15,000	~\$11 M	EF
 Palm Beach County Solid Waste Authority – Zone 2 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000 dpellowitz@swa.org	MSW, RCY, YW, BLK, COMM, RO	2019 - to present	34,379	~\$11.6 M	EF
 Palm Beach County Solid Waste Authority – Zone 5 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000 dpellowitz@swa.org	MSW, RCY, YW, BLK, COMM, RO	2019 - to present	2,018	~\$1.4 M	EF
 The City of Westlake 4001 Seminole Pratt Whitney Rd. Westlake, FL 33470 Ken Cassel, City Manager, Hanif Christie, Operations Coordinator, (561) 530-5880 kcassel@westlakegov.com	MSW, RCY, YW, BLK, COMM, RO	2019 - to present	3,044	~\$1.3 M	EF

WM services more municipalities in Palm Beach County than any other hauler, and there's a reason for that. WM is unmatched in safety and service excellence. We encourage you to contact our municipal partners to learn more about why more municipalities place their trust in WM than any other.

Additionally, we have included, for your reference, an at-a-glance chart outlining our customers that are your Palm Beach County neighbors. Tonnage reports would be provided post award.

WM in Palm Beach County		
4. Village of Tequesta	5. Town of Jupiter Inlet Colony	6. Town of Jupiter
7. Town of Juno Beach	8. City of Palm Beach Gardens	10. Town of Lake Park

12. City of Palm Beach Shores	13. Town of Mangonia Park	14. Palm Beach County (SWA Area 2 and 5)
17. Town of Glen Ridge	18. Town of Cloud Lake	20. Town of Lake Clarke Shores
23. City of Greenacres	25 City of Lake Worth Beach	26 Town of South Palm Beach
27. Town of Lantana (commercial)	29. Town of Hypoluxo	32. Village of Golf
35. City of Delray Beach	36. Town of Highland Beach	37. City of Boca Raton (commercial)
	39. City of Westlake	



Additional Letters of Reference

A True Collaborator for Our Communities

Don't Just Take Our Word for It

As a trusted environmental solutions partner for our customers throughout Florida, we have gathered these letters for your review. Per Addendum #1, **references should be short and long term - 5 - 15 or combination thereof...**and all of these local Florida letters further illustrate our service excellence with of our municipal partners.



February 16, 2016

To Whom It May Concern,

Since 1993, residents of unincorporated Palm Beach County have enjoyed high quality collection services under a franchise agreement administered by the Solid Waste Authority (SWA).

Operating as one of our franchised haulers in previous contracts Waste Management of Florida, Inc. recently purchased one of our current franchise hauler companies, Southern Waste Systems. After completion of the sale, they provided a seamless transition for over 74,000 Solid Waste Authority residential customers and numerous commercial customers. Their outstanding performance demonstrates to us that they remain the same high quality service provider of old. We look forward to working with them to continue providing the quality services our residents have long enjoyed.

Please feel free to contact me at 561-697-2700, ext 4725 if you require additional information.

Sincerely,

John Archambo
Director, Customer Relations



Town of Lake Clarke Shores

Palm Beach County's Premier Lakeside Community Since 1957

September 1, 2023

Gregory Freebold
Mayor

Robert M. W. Shalhoub
Vice Mayor

Valentin Rodriguez, Jr.
President Pro-Tem

Robert O. Gonzalez
Council Member

Jon Maples
Council Member

Joseph F. Lo Bello
Town Manager

Mary Pinkerman
Town Clerk

William Smith, III
Chief of Police

Re: Waste Management, Inc. of Florida

To whom it may concern,

As former manager of the Town of Juno Beach, the Town has partnered with Waste Management, Inc. of Florida, formerly Nichols Sanitation, for nearly four decades. The Town's residents and commercial customers have benefitted from having a single hauler that provides a concierge level of service. Our exclusive franchise agreement with Waste Management, Inc. of Florida provides our residents with safe and reliable residential and commercial solid waste collection and recycling services. Waste Management, Inc. of Florida and their staff are second to none. They are willing to assist no matter how great or small the task is. We appreciate the relationship and would recommend their services to other municipalities.

Waste Management, Inc. of Florida has also been partnering with the Town of Lake Clarke Shores, of which I am now the Town Manager, since 2004. The Town of Lake Clarke Shores is also appreciative of the services provided by Waste Management, Inc. of Florida.

Respectfully,


Joseph F. Lo Bello, CPA
Town Manager

1701 Barbados Rd, Lake Clarke Shores, FL 33406 Phone: 561-964-1515 Fax: 561-964-0685 Non-Emergency Police: 561-964-1114
www.townoflcs.com



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH
STACEY HETHERINGTON
HAROLD E. JENKINS II
SARAH HEARD
EDWARD V. CIAMPI

Commissioner, District 1
Commissioner, District 2
Commissioner, District 3
Commissioner, District 4
Commissioner, District 5

TARYN KRYZDA, CPM County Administrator
SARAH W. WOODS County Attorney

TELEPHONE (772) 288-5400
WEBSITE www.martin.fl.us

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May 17, 2022

To whom it may concern:

Please accept this letter as a recommendation for Waste Management, Inc, of Florida (WMIF). WMIF has been an integral part of Martin County's collection of solid waste and recyclable materials for over 20 years. During this time, Martin County and WMIF have established a working relationship that is valued by both parties. WMIF drives home customer service and the reliability that Martin County strives to give its citizens each and every day.

In closing I would strongly recommend WMIF for your solid waste and recyclable material needs without hesitation. Please feel free to reach out to me if you have any additional questions or concerns at (772) 288-5503.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don G. Donaldson".

Don G. Donaldson, P.E.
Deputy County Administrator





TOWN OF JUNO BEACH

340 OCEAN DRIVE

JUNO BEACH, FL 33408

PHONE: 561.626.1122 • FAX: 561.775.0812

WEBSITE: www.juno-beach.fl.us

E-MAIL: junobeach@juno-beach.fl.us

DD Halpern, Mayor
Elaine K. Cotronakis, Vice Mayor
Peggy Wheeler, Vice Mayor Pro Tem
Jason Haselkorn, Councilmember
Alexander Cooke, Councilmember
Joseph F. Lo Bello, Town Manager

May 16, 2022

RE: Waste Management, Inc. of Florida

To Whom It May Concern,

The Town of Juno Beach has partnered with Waste Management, Inc of Florida, formerly Nichols Sanitation, for nearly four decades. The Town's residents and commercial customers have benefitted from having a single hauler that provides a concierge level of service. Our exclusive franchise agreement with Waste Management, Inc of Florida provides our residents with safe and reliable residential and commercial solid waste collection and recycling services. Waste Management, Inc of Florida and their staff are second to none, they are willing to assist no matter how great or small the task. We appreciate the relationship and would recommend their services to other municipalities.

Respectfully,

Joseph F. Lo Bello, CPA
Town Manager

Dr. Daniel J. Comerford III
Mayor



Town of
Jupiter Inlet Colony
50 Colony Road
Jupiter, FL 33469
(561) 746-3787
www.jupiterinletcolony.org

May 9, 2022

Mayor Jim Kuretski
Town of Jupiter
210 Military Trail Jupiter,
FL 33458-5786

Subject: Recommendation for Waste Management, Inc.

Dear Jim,

The purpose of this letter is to highly recommend to you and your Council, as well as your Selection Committee, the services of Waste Management, Inc. for Solid Waste and Recyclable Materials Collection Services. On behalf of my Commissioners and my residents, I am proud to say that Waste Management, Inc. and their predecessor company, Nichols Sanitation, Inc., have been our exclusive waste hauler since before our incorporation in 1959. They have always provided our Town and our individual residents with the highest level of service on a daily basis. Expecting quality service provided by the same, friendly, professional drivers every day has become the norm. This excellent, reliable, routine service is particularly comforting when a disaster occurs. Knowing that everything is going to be taken care of and coordinated with the Solid Waste Authority; that all of the hurricane debris will be accurately accounted for and expeditiously removed; and that Jeff Sabin, External Affairs Manager for Waste Management, Inc. is available literally 24/7 as he always has been, is what makes Waste Management, Inc. a real partner and not just your "garbage man." For all of the aforementioned reasons, it is without reservation that I give Waste Management, Inc. my highest recommendation.

Finally, as you may know myself and my wife, Kathie, have been members of the Board of Directors of the Palm Beach Zoo for many years (Kathie – 26 and Dan 23). For most of that time, Waste Management, Inc. has been our generous corporate Conservation and Sustainability partner. Jeff Sabin is our "Special Zoo Friend." They have supported conservation efforts both in Florida and around the world. In addition, they have helped us with recycling and education programs as well as demonstrating how the Zoo could lower its carbon foot print. Their continued financial support of the Palm Beach Zoo and its many programs not only helps many endangered species but educates our 350,000 visitors each year. Again, this is another example of why Waste Management, Inc. and Jeff Sabin can always be counted on.

Yours truly,

A handwritten signature in blue ink that reads "Daniel J. Comerford III".

Dr. Daniel J. Comerford, III
Mayor/Police Commissioner

Vice Mayor
Councilmember
Councilmember
Councilmember
Town Manager

Ron Delaney
Cameron May
Cheryl Schneider
Malise Sundstrom
Frank Kitzerow



**CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974**

Phone: (863)763-3372
www.cityofokeechobee.com
Office of the City Administrator
Direct Line: 863-763-9812

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Noel Chandler
Monica Clark
Bob Jarriel
Bobby Keefe

May 17, 2022

RE: Waste Management Letter of Recommendation

To Whom It May Concern:

On behalf of the City of Okeechobee, I am pleased to write a letter of professional recommendation for Waste Management of Florida, Inc.

Waste Management has provided franchised solid waste collection services for the City of Okeechobee for several decades with positive results throughout that time, exhibiting exceptional service to the residents and businesses of Okeechobee.

Jeff Sabin, Public Sector Solutions Manager for Waste Management, has always been dedicated to the betterment of our community and very pleasant to work with. We are confident in his ability to assist in the City's needs and appreciate his willingness to go the extra mile to serve in a public-private partnership with the City of Okeechobee.

Based on the quality of service provided and the longevity of our working relationship, I highly recommend Waste Management of Florida for solid waste and recyclable materials collection services.

Thank you for your consideration. Should you have any questions, feel free to contact me.

Sincerely,

Gary Ritter
City Administrator



May 12, 2022

Frank Kitzerow, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RE: Waste Management, Inc.


Dear Mr. Kitzerow:

The purpose of this letter is to inform you and your Selection Committee that Waste Management, Inc. is the City's provider of Solid Waste and Recyclable Materials Collection Services.

Since 1989, Waste Management, Inc. has provided the City of Palm Beach Gardens with residential and commercial collection services at the highest level of service on a daily basis. Jeff Sabin, External Affairs Manager for Waste Management, Inc., has always been available twenty-four (24) hours a day, seven (7) days a week, making Waste Management, Inc. an exceptional company to do business with by going above and beyond the call of duty. Jeff Sabin, on behalf of Waste Management, Inc. has been a willing partner in many City-sponsored events, such as the Honda Classic, the GreenMarket, Holiday Tree Lighting, both the 50th and 60th City Anniversary Events, and the Mayor's Veteran's Golf Classic Tournament, just to name a few.

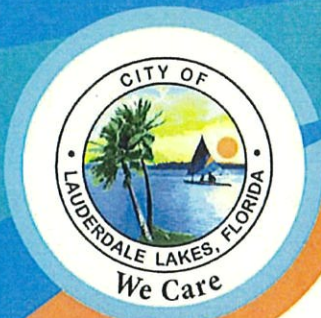
If you have any further questions about Waste Management, Inc.'s services to the City of Palm Beach Gardens, please do not hesitate to contact my office at 561-799-4110.

Sincerely,



Ronald M. Ferris
City Manager

CITY OF PALM BEACH GARDENS
10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



May 6, 2022

Re: Letter of Reference for WM (Waste Management Inc. of Florida)

To Whom It May Concern:

It is with pleasure that I submit this recommendation and reference for Waste Management Inc. of Florida (WM), the City's solid waste service provider. As the Public Works Director, I understand and appreciate the importance of a dependable service provider particularly for solid waste collection. The City of Lauderdale Lakes has relied upon WM for its dependability, responsiveness and quality in the delivery of such service.

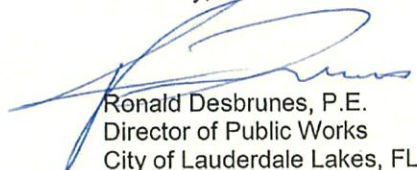
During the past thirty (30) years (since 1992), the City has partnered with WM through our exclusive franchise agreement to provide solid waste collection services including weekly bulk, and recycling processing services. Currently we have almost 5,000 homes in our growing community and WM has offered consistent, reliable service to our residents and businesses.

Moreover, during the pandemic, when businesses were closing and faced with quarantine requirements, WM never faltered in their service to our community. This is because WM offers Lauderdale Lakes and its other partners an extensive network of resources that reinforces their service commitments.

There have been times when a missed collection occurs and recently, ongoing road construction in the City has posed some accessibility challenges. However, the WM Operations Team, particularly the Route Managers and the dedicated WM government affairs liaison, are immediately responsive. WM responds to our Staff directly and often personally visit the residents to ensure that they are satisfied with their service. In short, WM has earned their reputation of excellence in efficient, uninterrupted, and responsive service in Lauderdale Lakes.

Should you have any questions, please do not hesitate to contact me at 954-535-2778.

Sincerely,



Ronald Desbrunes, P.E.
Director of Public Works
City of Lauderdale Lakes, FL

4300 Northwest 36th Street • Lauderdale Lakes, FL 33319
954.535.2700 • www.lauderdalelakes.org



**CITY OF PARKLAND
PUBLIC WORKS DEPARTMENT
6500 Parkside Drive
Parkland, Florida 33067
954-757-4119**

May 6, 2022

Re: Letter of Reference for WM (Waste Management Inc. of Florida)

To Whom it May Concern:

Please accept this letter as my recommendation and reference for our solid waste service provider, WM (a.k.a. Waste Management Inc. of Florida). As the Public Works Director for the City of Parkland, I know what it means to my City to have a dependable service provider for solid waste. All the qualities that such a vendor should possess are found with WM.

Over the past fourteen (14) years (since 2008), Parkland has partnered with WM under our exclusive franchise agreement to provide solid waste collection, recycling, and disposal services to our now more than 11,000 homes. Throughout the years, WM has offered consistent, reliable service to the Parkland community. Even during the height of the pandemic, because of their extensive network of resources, WM never faltered on their service commitment to our City.

While there are times that a missed collection occurs, the WM Operations Team and the dedicated WM government affairs liaison are immediately responsive to not only my Staff but directly to the residents. In short, WM has earned their reputation of excellence in efficient, uninterrupted, and responsive service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sabrina Baglieri
Director of Public Works
City of Parkland, FL

Village of Tequesta

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

May 16, 2022

Frank Kitzerow, Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RE: Waste Management, Inc.

Dear Mr. Kitzerow:

The purpose of this letter is to inform and assist you and your Selection Committee that Waste Management, Inc. is the City's provider of Solid Waste and Recyclable Materials Collection Services.

Waste Management, Inc. has provided the Village of Tequesta with residential and commercial collection services at the highest level of service on a daily basis since 1983. Waste Management through Jeff Sabin, External Affairs Manager for Waste Management, Inc., has always been available twenty-four (24) hours a day, seven (7) days a week, making Waste Management, Inc. an exceptional company to do business with by going above and beyond the call of duty. Jeff Sabin, on behalf of Waste Management, Inc. has been a willing partner in many City-sponsored events and continue to pledge their support for future events.

I have personally toured Waste Management facilities and met with their management team and believe them to be a high performing organization. If you have any further questions about Waste Management, Inc.'s services to the Village of Tequesta, please do not hesitate to contact my office at 561-768-0465.

Sincerely,

Village Manager
Village of Tequesta
jallen@tequesta.org
(561)768-0465

Vice-Mayor Kyle Stone
Council Member Laurie Brandon

Mayor Molly Young

Council Member Frank D'Ambra III
Council Member Aaron Johnson

Village Manager Jeremy Allen



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

Re: Letter of Reference for WM (Waste Management Inc. of Florida)

To Whom it May Concern:

Please accept this letter as my recommendation and reference for our solid waste service provider, WM (a.k.a. Waste Management Inc. of Florida). As the Public Works Director for the City of Tarpon Springs, I know what it means to my City to have a dependable service provider for solid waste. All the qualities that such a vendor should possess are found with WM. This partnership will be continued for a minimum of five more years. WM was just awarded in March of 2022 a new five-year agreement, per a procurement process.

Over the past twenty-six (26) years (since 1996), Tarpon Springs has partnered with WM under our exclusive franchise agreement to provide solid waste collection, recycling, and disposal services to our now more than 8,000 homes. Throughout the years, WM has offered consistent, reliable service to the Tarpon Springs community. Even during the height of the pandemic, because of their extensive network of resources, WM never faltered on their service commitment to our City.

While there are times that a missed collection occurs, the WM Operations Team and the dedicated WM government affairs liaison are immediately responsive to not only my Staff but directly to the residents. In short, WM has earned their reputation of excellence in efficient, uninterrupted, and responsive service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tom Funcheon
Director of Public Works
City of Tarpon Springs, FL



May 21, 2019

Waste Management Inc. of Florida
7382 Talona Drive
West Melbourne, FL 32904

Re: Letter of Professional Recommendation

To Whom it May Concern:

It is with great pleasure that I write a letter of professional recommendation for Waste Management Inc. of Florida for solid waste, recycling, yard waste, and related services.

Waste Management has provided exceptional service to the residents and businesses of the City of Sebastian for more than a decade. In May 2017, the Sebastian City Council unanimously voted to renew the City's contract with Waste Management. Waste Management has consistently provided Sebastian's residents and businesses with exceptional service, innovative new technologies that have enhanced service, and an unwavering willingness to go the extra mile to serve our community.

In 2013, the City elected to install Waste Management's "BigBelly" solar compactors in our parks. In the years that have followed, we clearly see their value in both capacity to handle garbage and recycling in our parks and in cost savings to our city.

Additionally, in 2013, Waste Management launched its proprietary "Waste Watch" program in our City, in conjunction with the Sebastian Police Department. Through this program, Waste Management's drivers serve as an extra set of eyes and ears for our police and emergency authorities to help keep our community safe. Waste Management provides this value-added service at no extra charge to the City.

It's innovation and impeccable service that makes Waste Management the leader in the environmental services industry. And, it's these qualities that will reinforce the City of Sebastian's trusted partnership with Waste Management for many years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul E. Carlisle". The signature is written in a cursive, flowing style.

Paul E. Carlisle
City Manager



Value Added Services for the City of Westlake

Westlake's WM Smart Truck® Technology

Smart Solutions to Drive Better Behavior

WM Smart Truck® is our state-of-the-art smart technology that helps communities ensure the cleanliness of their streets and stormwater systems, reduce contamination, and identifies recycling opportunities. This smart technology enhances our customer service by:

**WM'S SMART
TRUCK®
TECHNOLOGY**
FOR THE CITY OF
WESTLAKE'S
SUSTAINABLE
TOMORROW



- Educating customers on how to care for their trash and recycling
- Equipping drivers with the tools to capture real-time service opportunities via recorded images
- Providing CSRs with the technology and tools to resolve issues quickly and accurately through service verification

How WM Smart Truck® Works

WM Smart Truck® technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.

WM Smart Truck® Customer Communications

WM has created customizable WM Smart Truck® customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.



Given that we are ready to roll on day one, we want to offer several other value-added services that could be implemented for Westlake.

Professional Communications

The WMIF Communications Team is here to assist for Westlake's annual events and/or public outreach. Samples are included here for your review.

New Service Starts In October 2025 for the City of Westlake

Dear Westlake Residents,

WM is proud to remain your environmental service provider!

Wheeled carts with lids will be continue to be used for your garbage and recycling collections.

Help keep the City of Westlake clean by placing all waste in your carts with the lids closed.

Your pickup day(s) for weekly trash and recycling will **remain the same**.



Please see the reverse side for an important service reminder.



Sample Postcards

Mark Your Calendar!

NEXT WEEK (October 1) your new curbside collection schedule will go into effect.

For your new service dates, please visit Westlake.fl.us/waste or refer to the map in the mailed brochure from the week of September 23.

LA PRÓXIMA SEMANA (1 de octubre) entrará en vigencia su nuevo horario de recolección en la acera.

Para conocer las nuevas fechas de servicio, visite Westlake.fl.us/waste o consulte el mapa en el folleto enviado por correo de la semana del 23 de septiembre.

OCTOBER 2025						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

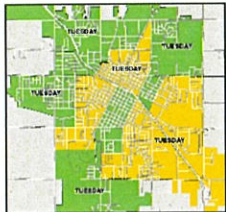
Thank you for being a valued WM customer!



Map and 2025 Recycling Collection Calendar

Please refer to the map below to determine your collection day and whether your recycling will be picked up on a Green or Gold week. Reminder, trash will be picked up weekly on the same day as recycling.

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																		
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																		
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																		
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	27	28	29	30	31					1	2	3	4	5	6	7
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																		



Observed 2025 Holidays

Please note, if a holiday occurs on Monday, your collection will be delayed by one day that week only.

New Year's Day: Saturday January 1, 2025
Memorial Day: Monday May 30, 2025
Independence Day: Monday July 4, 2025
Labor Day: Monday September 5, 2025
Thanksgiving Day: Thursday November 24, 2025
Christmas Day: Sunday December 25, 2025

Dear CITY NAME Resident,

Effective MONTH/YEAR, WM will implement automated collection for recycling using standardized, wheeled 96-gallon carts at no additional charge.

- 96-gallon carts allow residents to recycle more of the right materials - bottles, cans, paper and cardboard.
- Carts with lids keep all materials contained, clean and dry, and pests out. Plus wheeled carts are sturdy and easy to move to the curb.
- Automated collection with carts is cleaner, more efficient for your community and safer for our drivers.
- (USE ONLY IF APPLICABLE) Our Eco-carts are made from 20% post-consumer resin, effectively closing the recycling loop.

Proper cart placement for automated collection

Effective DATE, use only the green 96-gallon cart with the yellow lid for recycling. Place acceptable recyclables directly into the cart - don't bag recyclables and no loose plastic bags. Make sure all materials fit inside the cart with the lid firmly closed.

To ensure the truck's automatic arms can lift the carts, please make sure to place carts at least 3 feet apart and away from other objects like parked cars, mailboxes and trees. Place wheels of cart toward your house.



Recycling cart with yellow lid - use only the green 96-gallon cart with the yellow lid for recycling. See the adjacent panel for tips to Recycle Right.

Trash cart with green lid - bag and tie trash inside your trash cart. No materials outside the cart will be collected.

Have your carts at the curb the night before or **no later than 6:00 a.m.** on your collection day.

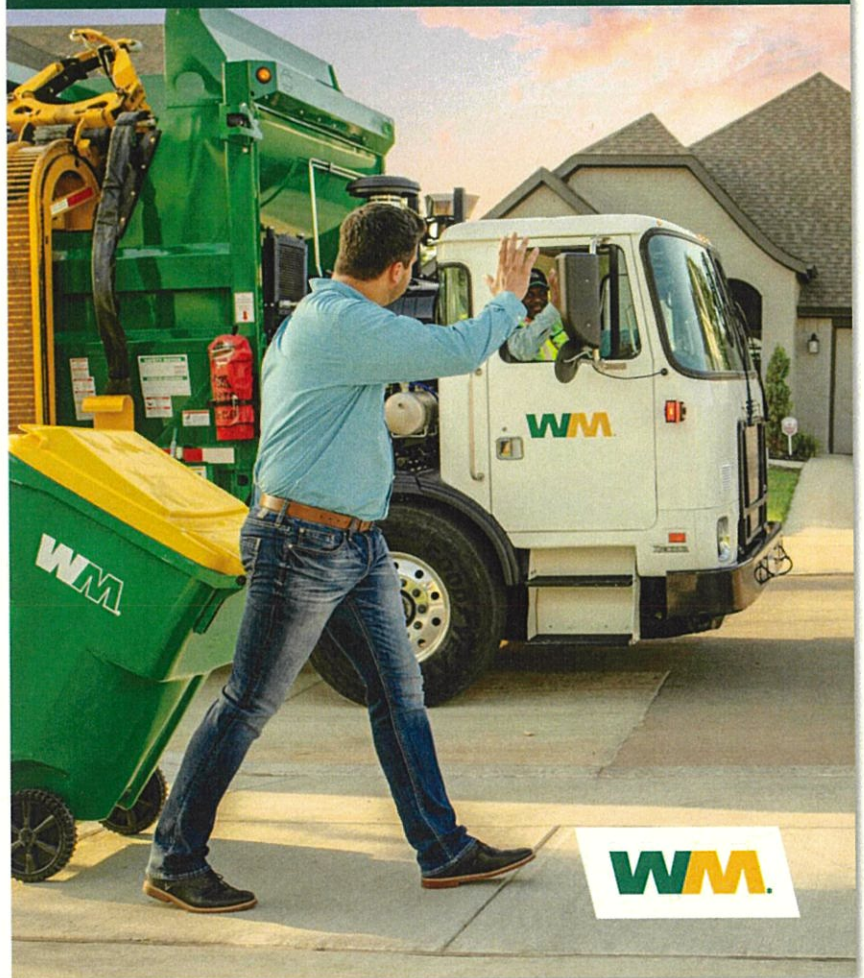
For More Information

Please contact WM at XXX@wm.com, call WM Customer Service (800) 123-4567, or visit the CITY/TOWN/COUNTY website at xxx@xx.com.

Sample Welcome Packet

City of Westlake

Solid Waste & Recycling Collection and Disposal



The following illustrate WM's comprehensive and timely communications during holidays and storms.



A "quick-post graphic" for Westlake social media platforms - to complement the [WM Holiday Alerts website](http://www.WMFloridaHoliday.com).


HOME MAP / SERVICE UPDATES POST-STORM CLEAN UP

WEATHER
ALERTS

Current time and Date:
 12:59:03 PM
 Friday, June 23, 2023

Due to severe weather events, click on your county below to see if there are changes in your collection schedule.

HOME MAP / SERVICE UPDATES POST-STORM CLEAN UP

Separating Household Trash and Recycling from Storm Debris

To assist with cleanup, please separate your regularly WM serviced containerized trash, recycling and yard waste for storm debris. Your County or City may use a third-party contractor to remove storm debris. In some instances, containerized yard waste will be serviced before large, loose yard waste piles. Please check your County on the map above for specific collection details.





Vegetation
Large, loose yard waste piles including logs, plants and tree branches.



Construction and Demolition Debris
Building materials, carpet, drywall, furniture, lumber, mattresses, and plumbing.



Appliances and White Goods
Refrigerators, freezers, air conditioners, heat pumps, stoves, washers, dryers, and water heaters.



Electronics
Computers, radios, stereos, televisions, and other devices with a cord.



Hazardous Household Waste
Cleaning supplies, batteries, lawn chemicals, oils, oil-based products and stains, and pesticides.



Waste Management will collect your regular household trash, recycling and containerized yard waste.



Helping You Through The Storm

Following a powerful tropical storm or hurricane strike, one of the most essential needs for a community to begin recovery is the reliable return of its most vital services. Doing everything we can to prepare before a storm, and return to service and help local residents recover after a crisis, is what being a good community partner is all about.





WM's Florida Weather Alerts

Waste Watch®

Collaborating with Local Law Enforcement to Keep Neighborhoods Safe

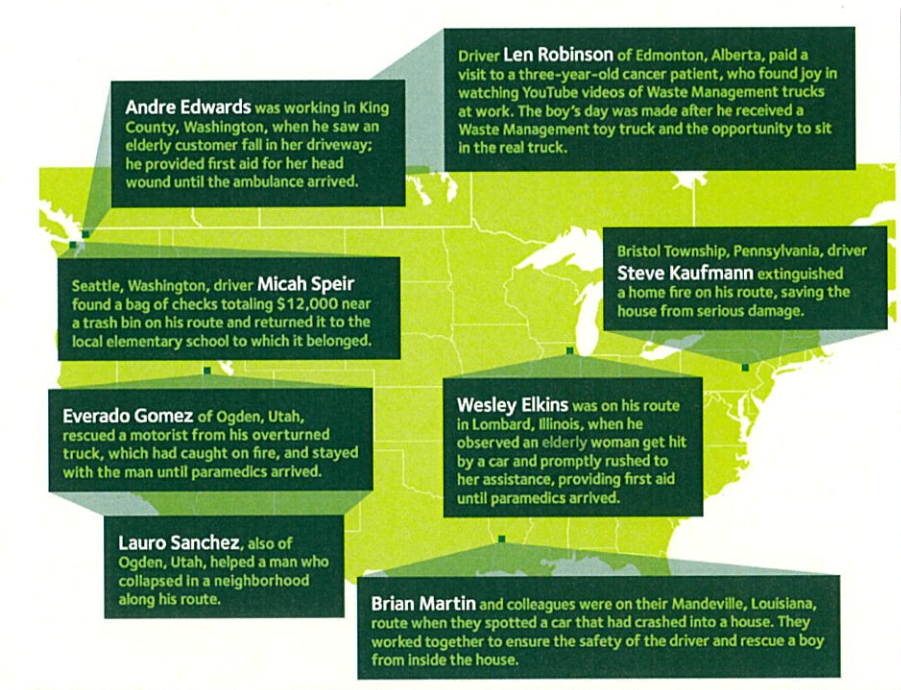
Serving the same neighborhoods each week allows WM drivers to become familiar with their routes while providing exceptional customer service. Likewise, this level of familiarity enables drivers to identify when a situation does not feel right. From an abandoned car to a door left open, our drivers are in a unique position to act as an extra set of eyes and ears on the street. Our Waste Watch® program leverages this advantage by formally teaching WM drivers how to observe and report suspicious activity or an emergency situation to law enforcement.

Waste Watch-certified drivers participate in a formal training program administered in collaboration with local public safety and law enforcement officers. Training includes what to look for, how to react, and how to report incidents. Drivers are reminded they should not approach or attempt to resolve a suspicious situation, but they are encouraged to call law enforcement if a situation does not look or feel right.

After our drivers complete their initial training, we maintain ongoing efforts to keep community safety a top priority by sharing emergency messages with drivers as-needed and passing along reminders from law enforcement regarding seasonal crimes, such as holiday package and mail theft.

Onboard technology such as DriveCam®, a small video recorder mounted on the windshield of our trucks, has also helped make our Waste Watch program successful. The recorder is triggered by certain vehicle behaviors, such as swerving or a collision; however, drivers also can manually start the camera if they witness a potential crime. This is an invaluable tool for our Waste Watch program.

In addition to local agencies, WM partners with National safety-related organizations and programs. Urgent messages, such as AMBER Alerts, can be communicated to drivers via our onboard computing



system. This allows for instant and geo-targeted communication in case of an emergency.

Over the past decade, Waste Watch-certified drivers throughout the U.S. and Canada have reported suspected crimes and assisted with emergencies caused by car crashes, house fires, and pedestrian accidents.

The WM Difference: What Sets Us Apart

Our commitments to being a “People First” organization and achieving “Success with Integrity” mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



An Unmatched Service Network: We serve nearly 20 million municipal, federal, commercial, industrial, and residential customers across North America through a network of 497 collection operations and 262 active solid waste landfill disposal sites.



Extensive Local Resources: In addition to tapping into an industry-leading network of resources across North America, WM offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for Westlake from an unrivaled resource network.



Assets of \$44.6 billion: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to Westlake. Our assets and strong financial metrics offer peace of mind and security for Westlake.



Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a World’s Most Ethical Company” in 2025 for the 16th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.



Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.



Unparalleled Recycling Program: As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the \$1 billion we have invested in recycling processing infrastructure to the 16 million tons in recyclables we managed in 2022 to the industry's first recycling education program, Recycle Right® - WM is committed to making our world more sustainable.



World-Class Customer Service: At WM, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for Westlake. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring Westlake a level of service reliability and customer satisfaction that is truly unmatched.



State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers, to using our DriveCam® cameras to capture community safety concerns, to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas - our technology works for our customers.



Commitment to Near-Zero Emissions: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. 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 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes 13,170 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.



Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.





Proven Employee Hiring Practices: To provide the safest and most secure service for your City, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.



Commitment to Diversity and Inclusion: At WM, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.



Commitment to Hiring Veterans: WM has nearly 2,500 veterans working in a variety of roles - representing 6% of our workforce. We have been recognized as a "Best for Vets Employer" by the Military Times for 20 years, a top "Military Friendly Employer" by G.I. Jobs/Military Friendly Companies from 2010 to 2021, and in 2022, "Best Employers for Veterans" by Forbes. We take great pride in hiring, training, promoting, and retaining veterans within our company.



Florida Certificate of Good Standing

State of Florida Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.


The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 8, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of April, 2025*




Secretary of State

Tracking Number: 8514791875CU

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

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

Sunbiz Report



DIVISION of

CORPORATIONS

an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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Waste Management Inc. of F

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[Name History](#)

Detail by Entity Name

Florida Profit Corporation

WASTE MANAGEMENT INC. OF FLORIDA

Filing Information

Document Number	279946
FEE/EIN Number	59-1094518
Date Filed	03/30/1964
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	03/22/2024
Event Effective Date	12/31/2021

Principal Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Mailing Address

800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Changed: 04/13/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/23/1992

Address Changed: 04/19/2011

Officer/Director Detail

Name & Address

Title President, Director	MYHAN, DAVID M 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP	SHAW, C. BRANDON 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP	BAUMAN, BRIAN J 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP, CFO, CONTROLLER	CARROLL, JOHN A. 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP, Treasurer	NAGY, LESLIE K. 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP, Asst. Treasurer	LOCKETT, MARK A 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP, Asst. Secretary	LAMBROS, JAMES F 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title Asst. Secretary	VIOLA, JEFFREY M. 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP, Secretary, Director	TIPPY, COURTNEY A 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002
Title VP	Wilson, James A 800 CAPITOL STREET, SUITE 3000 HOUSTON, TX 77002

Title Asst. Treasurer

BENNETT, JEFF R
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

SILVA, LISA
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Title Asst. Secretary

DEANGELIS, CHRISTINA D.
800 CAPITOL STREET,
SUITE 3000
HOUSTON, TX 77002

Annual Reports

Report Year	Filed Date
2023	04/03/2023
2024	03/26/2024
2025	04/08/2025

Document Images

[04/08/2025 -- ANNUAL REPORT](#)



Required Forms and Documents

Drug-free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Firm 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 violation 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 or plea of guilty or nolo contendere to any 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 the employee's community, by an 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 the Firm complies fully with the above requirements.

Waste Management Inc. of Florida

Name of Company

David M. Myhan

Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Firm 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 violation 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.
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Waste Management Inc. of Florida

Name of Company

David M. Myhan

Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

Proof of Insurance

INSURANCE

The undersigned further agrees to the following stipulations of the RFP requirements.

1. LIABILITY

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved. It shall be the responsibility of the Firm to comply with all Federal, State, and Local Environmental Rules and/or Regulations.
- B. Professional Liability/Errors & Omissions Insurance with the limits of liability Insurance no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the latter of three (3) years after the delivery of goods/services or final payment pursuant to this agreement. Retroactive date, if any, to be no later than the first day of service to the City. Coverage must follow the form of General Liability, Auto Liability and Employer's Liability.
- C. Commercial General Liability Insurance written on an occurrence basis including, but not limited to coverage for bodily injury and property damage, personal & advertising injury, products & completed operations,

and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit - \$1,000,000
 - 2. General Aggregate Limit - \$2,000,000
- E. Commercial Crime Insurance with a per loss limit of no less than \$1,000,000.
- F. The City of Westlake shall be named as an Additional Insured on each of the General Liability policies required herein.
Certificate Holder should read as follows:
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
- G. CONTRACTOR shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

- H. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to City. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- I. The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- J. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

Signed By:



Title:

David M. Myhan, President

Dated:

July 29, 2025

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Waste Management Inc. of Florida

29

4924-3280-2130, v. 1



elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

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- J. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

Signed By:



Title:

David M. Myhan, President

Dated:

July 29, 2025


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ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/1/2026 12/10/2024			
<p>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.</p> <p>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).</p>							
PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientServUT@lockton.com			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:				
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 2700 NORTH WEST 48TH STREET POMPANO BEACH FL 33073			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Indemnity Insurance Co of North America		43575		
			INSURER B: ACE American Insurance Company		22667		
			INSURER C: ACE Fire Underwriters Insurance Company		20702		
			INSURER D: ACE Property and Casualty Insurance Company		20699		
			INSURER E:				
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: 19922034 REVISION NUMBER: XXXXXXXX							
<p>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.</p>							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 G48900793	1/1/2025	1/1/2026	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	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	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B 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 C72629668 (AOS) WLR C72629630 (AZ, CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	<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
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)
<p>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 ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.</p>							
CERTIFICATE HOLDER 19922034 City Of Westlake 4001 Seminole Pratt Whitney Road Westlake FL 33470				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			


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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Valid Business License


 ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County Serving you.		P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264		**LOCATED AT** 651 INDUSTRIAL WAY BOYNTON BEACH, FL 33426-8704	
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GARBAGE COLLECTION	WASTE MANAGEMENT OF PALM BEACH		B24.642555 08/02/2024	\$236.25	B40117992

This document is valid only when receipted by the Tax Collector's Office.



7-1588

WASTE MANAGEMENT OF PALM BEACH
WASTE MANAGEMENT OF PALM BEACH
651 INDUSTRIAL WAY
BOYNTON BEACH FL 33426-8704



STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 199204063
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 2 of 3

CONTRACT TERMINATION:

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2),
but the Firm otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Firm and order the Firm to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination.

Waste Management Inc. of Florida

Name of Company

David M. Myhan

Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

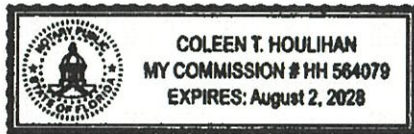
Date

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 3 of 3

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July
20 25, by David M. Myhan
Physical presence ☒ OR Online notarization ☐



[STAMP HERE]

Coleen T. Houlihan
Signature of Notary Public
Coleen T. Houlihan
State of Florida

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 2 of 3

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Waste Management Inc. of Florida

Name of Company



Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

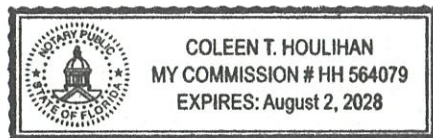
Page 3 of 3

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25, by David M. Myhan

Physical presence ☒ OR Online notarization ☐



[STAMP HERE]

A handwritten signature in blue ink that reads "Coleen T. Houlihan".

Signature of Notary Public

Coleen T. Houlihan

State of Florida

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced:

Non-Collusion Oath

NON-COLLUSION OATH

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid,

personally appeared: David M. Myhan and
made oath that the Firm herein, its agents, servants, and/or employees, to the best of
its knowledge and belief, have not in any way colluded with anyone for and on behalf
of the Firm, or themselves, to obtain information that would give the Firm an unfair
advantage over others, nor have they colluded with anyone for and on behalf of the
Firm, or themselves, to gain any favoritism in the award of the contract.

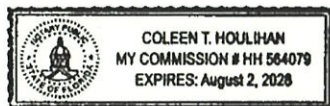

David M. Myhan
Affiant Signature

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25, by David M. Myhan

Physical presence ☒ OR Online notarization ☐




Coleen T. Houlihan
Signature of Notary Public

[STAMP HERE]

State of Florida

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

Waste Management Inc. of Florida

40

4924-3280-2130, v. 1



NON-COLLUSION OATH

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid,

personally appeared: David M. Myhan and made oath that the Firm herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Firm, or themselves, to obtain information that would give the Firm an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Firm, or themselves, to gain any favoritism in the award of the contract.

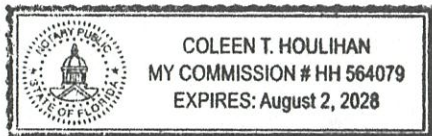

David M. Myhan
Affiant Signature

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25, by David M. Myhan

Physical presence ☒ OR Online notarization ☐




Coleen T. Houlihan
Signature of Notary Public

[STAMP HERE]

State of Florida

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

Qualification Statement

QUALIFICATION STATEMENT

Page 1 of 8

The undersigned certifies under oath the truth and correctness of all statements and of all answers to the questions made hereinafter:

Submitted To: City of Westlake

4001 Seminole Pratt Whitney Road
Westlake, Florida 33470

Doing Business as
(if Applicable): Waste Management Inc. of Florida

Proposer's Name: David M. Myhan

Proposers Address: 651 Industrial Way

City, State, Zip Code: Boynton Beach, FL 33426

Telephone No: (772) 263-0017

Email: dmyhan@wm.com

If payment (s) is/are to be mailed to an address other than stated above, please complete the section below:

Contact Name: WM Corporate Services Inc., as Payment Agent

"Remit to Address": PO Box 4648

City, State, Zip Code: Carol Stream, IL 60197-4648

Telephone No.: (866) 909-4458

Email: N/A (or contact Jeff Sabin at jsabin@wm.com)

Waste Management Inc. of Florida

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QUALIFICATION STATEMENT

Page 2 of 8

1. State true, exact, correct, and complete name of the corporation, partnership, LLC, or fictitious name under which you do business and the address of the place of business.

Legal Name of Proposer: Waste Management Inc. of Florida

Address of the principal place of business:

1800 N. Military Trail, Suite 201, Boca Raton, FL 33431

Contact person name and title: Jeff Sabin, Public Sector Solutions Manager

Proposer's Telephone: (772) 263-0017

Email: jsabin@wm.com

Proposers License Number: 279946

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 03/30/1964
b. State of Incorporation: FL
c. Presidents Name: Myhan, David M.
d. Vice President's name: Bauman, Brian J.
e. Secretary's Name: Lambros, James F.
f. Treasurer's name: Lockett, Mark A.
g. Name and Address of

Registered Agent: CT Corporation System

1200 South Pine Island Road

Plantation, FL 33324

3. If the proposer is an individual corporation or partnership answer the following:

- a. Date of Articles of Incorporation: _____
b. Individual, Corporation, or Partnership: _____
c. Name of Individual or Partnership: _____
d. Address of Individual or Partnership: _____ **N/A** _____

- e. Ownership units for partner (if applicable): _____

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



4. If proposer is other than an individual, corporation, or partnership, describe the organization and provide the name and address of the principals:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

N/A

5. If proposer is operating under a fictitious name, submit evidence of compliance with Florida's Fictitious Name Statute:
6. How many years have you operated under the present business name: 61 years
7. Under what other names has your organization operated under:

Southern Equipment & Engineering Co.

8. Indicate registration, license, or certificate number for business which are subject to this RFP. Please attach certificate of competency, occupational license, and or state registration.

Please refer to WM's proposal response for copies of the requested documents.

9. Do you have a complete set of documents, including addenda, drawings (if applicable)

Yes ☒ No ☐

10. Did you attend the mandatory pre-proposal meeting?

Yes ☒ No ☐

11. Has your organization ever failed to complete any work awarded to you?

Yes ☐ No ☒

If yes, state when, where and why:

_____	_____
_____	_____
_____	_____

N/A

Waste Management Inc. of Florida

25



12. Within the past five (5) years, has any officer or partner in your organization ever been an officer or partner in another organization that failed to complete a contract?

Yes ☐ No ☒

If so, state where, when and why:

N/A

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN THIS RESPONSE SHALL BE RELIED UPON BY THE CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATION TO PERFORM THE PROPOSED WORK UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL AND BID FOR THE WORK, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND OR CONTRACT.

AUTHORIZATION FOR FURNISHING INFORMATION

THE UNDERSIGNED HEREBY AUTHORIZE(S) AND REQUEST(S) ANY PERSON, FIRM, OR CORPORATION TO FURNISH ANY PERTINANT INFORMATION REQUESTED BY THE CITY OR ITS AUTHORIZED AGENTS, DEEMED NECESSARY TO VERIFY THE STATEMENTS MADE IN THIS DOCUMENT OR DOCUMENTS ATTACHED HERETO, OR NECESSARY TO DETERMINE IF THE CITY SHOULD CONSIDER THE PROPOSER FOR BIDDING THE SOLID WASTE AND RECYCLING SERVICES AS OUTLINED IN THIS



Signature: **David M. Myhan**

Title: **President**

State Of **Florida**

County Of **Palm Beach**

Waste Management Inc. of Florida

26

4924-3280-2130, v. 1



12. Within the past five (5) years, has any officer or partner in you organization ever been an officer or partner in another organization that failed to complete a contract?

Yes ☐ No ☒

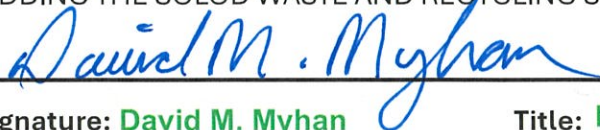
If so, state where, when and why:

N/A

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Signature: **David M. Myhan**

Title: **President**

State Of **Florida**

County Of **Palm Beach**

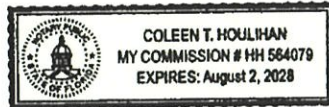
Waste Management Inc. of Florida

26

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25, by David M. Myhan Physical presence ☒ Or Online

Notarization _____




Coleen T. Houlihan
Signature of Notary Public

[Stamp Here]

State of Florida

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

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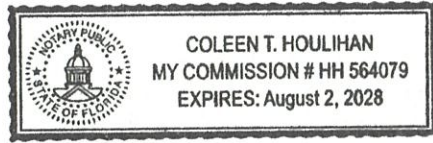
Waste Management Inc. of Florida

27

4924-3280-2130, v. 1

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25 , by David M. Myhan Physical presence ☒ Or Online
Notarization _____



Coleen T. Houlihan
Coleen T. Houlihan
Signature of Notary Public

[Stamp Here]

State of Florida

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

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Client References

Additional local references have been provided in the Qualifications section on [pages 46-47](#).

CLIENT REFERENCES

Firm's Name: Waste Management Inc. of Florida

The contractor must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years. Firm is responsible for verifying correct phone numbers, email address, and contact information. Public Entities are preferred as references. Failure to provide all three (3) references may deem your submittal non-responsive

Reference No. 1

Company Name:	City of Delray Beach
Location (City, State):	Delray Beach, FL
Date of Service:	2015 - to present
Contact Person:	Danise Cleckley, Assistant Neighborhood & Community Services Director
Contact Number:	(561) 243-7000
Email Address:	Cleckley@mydelraybeach.com

Reference No. 2

Company Name:	City of Palm Beach Gardens
Location (City, State):	Palm Beach Gardens, FL
Date of Service:	2006 - to present
Contact Person:	Joe Corrao, Deputy Community Services Administrator
Contact Number:	(561) 804-7049
Email Address:	jcorrao@pbgfl.gov

Reference No. 3

Company Name:	City of Greenacres
Location (City, State):	Greenacres, FL
Date of Service:	2019 - to present
Contact Person:	Carlos Cedeno, Public Works Dept.
Contact Number:	(561) 642-2071
Email Address:	groupppw@greenacresfl.gov

Waste Management Inc. of Florida

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Bid Submittal Form

Section 3.4 – Required Forms

BID SUBMITTAL FORM RFP NO. 2025-01

Page 1 of 4

SUBMITTED TO:

City of Westlake

4001 Seminole Pratt Whitney Road

Westlake, FL 33074

1. The undersigned proposer agrees, if this Proposal is accepted, to enter into an agreement with CITY to perform all work as specified in the Request for Proposal No. 2025-01 Documents for the price(s) and within the time indicated in this Request for Proposal No. 2025-01, and in accordance with the terms and conditions of the Request for Proposal No. 2025-01 Documents.
2. Proposer accepts and hereby incorporates by reference in this Bid Submittal Form all of the terms and conditions of the Request for Proposal and Instructions to Proposers, including without limitation those pertaining to the disposition of Request for Proposal Security.
3. The Proposer has examined the site of the project and has become fully informed concerning local conditions, and the nature and extent of the work. Proposer has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid submittal. accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Proposer has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the RFP No 2025-01 and/or Contract documents and the written resolution thereof by the CITY is acceptable to Proposer.

Waste Management Inc. of Florida

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4924-3280-2130, v. 1

fix

5. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform this work more than ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

~~WM is equipped and experienced with the work involved and intends to use NO SUBCONTRACTORS. Westlake will have a single service provider to streamline communications and manage all work for RFP 2025-01 for Solid Waste & Recycling Collection and Disposal.~~

6. Proposer proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the Work of this RFP for Solid Waste & Recycling Services.
7. All purchases of materials required for the work will be made directly by the Contractor, unless discussed and specified otherwise at the time of task development and approval.
8. The Proposer will adhere to the awarded Bid Price(s) listed on their submitted BID PROPOSAL FORM RFP# 2025-01 Solid Waste & Recycling Services
9. The Proposer agrees that the work will be completed within the timeframe specified in the scope of services and the contractor will be paid within (30) calendar days of CITY receiving invoice.
10. The undersigned Proposer will extend the same prices, terms and conditions to other governments located in the State of Florida during the period covered by this contract and any extensions, if requested. ☐ Yes ☒ No
11. Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Request for Proposal:

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



Pre-Bid Meeting	Dated	July 16, 2025
Addendum No. 1	Dated	Addendum #1 - July 31, 2025
Addendum No. 2	Dated	Aug 6 th , 2025
Addendum No. 3	Dated	Aug 6 th , 2025
Addendum No.	Dated	

12. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO PROPOSER PRIOR TO SUBMITTING YOUR BID PACKAGE TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

13. The CITY reserves the right to award this contract on the basis of any combination or all items, which the CITY deems in its best interests.

14. All communications concerning this RFP shall be emailed to:

Zoie Burgess, City Clerk
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33074
Email: zburgess@westlakegov.com

15. The following documents are attached to and made as a condition to this RFP:

- a. Drug-Free Workplace Certification
- b. Proof of Insurance
- c. State of Florida Business License
- d. E-Verify Affidavit: 3 pages
- e. Non-Collusion Oath
- f. Qualification Statement: 9 pages
- g. Client References
- h. Bid Submittal Form for RFP No. 2025-01: 4 pages
- i. Bid Submittal Security, if required
- j. Public Entity Crimes: 3 pages
- k. Scrutinized Vendor Certification: 2 pages
- l. Good Faith Affidavit
- m. Schedule D Fee Schedule
- n. Schedule E Schedule of Reimbursable Cost

PROPOSER'S CERTIFICATION

In witness whereof, the Proposer has executed this Bid Submittal Form for RFP# 2025-01

Waste Management Inc. of Florida

21

4924-3280-2130, v. 1

this 29 day of July, 20 25


Signature of Individual/Title

David M. Myhan, President

Printed Name of Individual


Witness

ACKNOWLEDGMENT

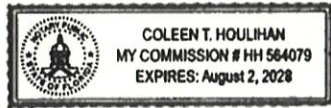
STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July, 20 25

By David M. Myhan

Physical presence ☒ OR Online notarization ☐




Coleen T. Houlihan
Signature of Notary Public

[STAMP HERE] State of

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

Waste Management Inc. of Florida

22

4924-3280-2130, v. 1

this **29** day of **July**, 20 **25**

David M. Myhan
Signature of Individual/Title

Kuenberger
Witness

David M. Myhan, President

Printed Name of Individual

ACKNOWLEDGMENT

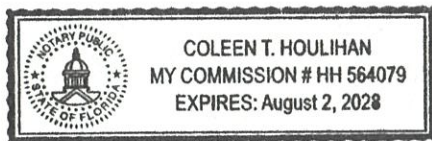
STATE OF **Florida**

COUNTY OF **Palm Beach**

Sworn to (or affirmed) and subscribed before me this **29** day of **July** 20 **25**

By **David M. Myhan**

Physical presence ☒ OR Online notarization ☐



Coleen T. Houlihan
Coleen T. Houlihan
Signature of Notary Public

[STAMP HERE] State of

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

WM's Consent of Surety for Westlake

DocuSign Envelope ID: ACC4BFAB-9DC1-421A-B80A-C566D383E541



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

Date: August 7, 2025

To: City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Principal: WASTE MANAGEMENT INC. of FLORIDA

Bid Date: August 7, 2025

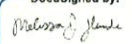
Description: RFP 2025-01, Solid Waste & Recycling Collection and Disposal

Dear Sir/Madam:

We, SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION 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,

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

DocuSigned by:

E81D63851D5A45D
Melissa J. Hinde, Attorney-in-Fact



Docusign Envelope ID: ACC4BFAB-9DC1-421A-B80A-C566D383E541

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

HARRY C. ROSENBERG, DAVID C. ROSENBERG, MATTHEW J. ROSENBERG, JOHN E. ROSENBERG, JULIA R. BURNET, DENISE M. BRUNO, STEPHANIE S. HELMIG,

JONATHAN F. BLACK, ELIZABETH P. CERVINI, DAVID A. JOHNSON, MELISSA J. HINDE, JAMES DISCIULLO, HARRY G. ROSENBERG, DAVID A. HIGH,

JOHN M. WESCOTT, CHRISTINE M. HRUSOVSKY, JAMIE K. GEYER AND KYLE W. KOZIOL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (125,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 5th day of NOVEMBER, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 5th day of NOVEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of August, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Public Entity Crimes

PUBLIC ENTITY CRIMES

Page 1 of 3

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of RFP, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a contract for services.

Sworn Statement Under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes

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

1. This sworn statement is submitted with RFP# 2025-01 Solid Waste & Recycling Services
2. This sworn statement is submitted by: Waste Management Inc. of Florida

Whose business address is: 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431

and (if applicable) it's Federal Employer Identification No. FEIN) is 59-1094518
(if the entity has no FEIN, include the Social Security Number of the individual signing the sworn statement).

3. My name is David M. Myhan and my relationship with the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity of with an agency or political subdivision of any other state or with the United states, including but not limited to, any RFP or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stater or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted or conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes means a finding or fault or conviction of a public entity crime, with or without adjudication of guilt, in any federal trial court of record relating to

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

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

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

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

C. ☒ There have been proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final

Waste Management Inc. of Florida

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4924-3280-2130, v. 1



order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order)**

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

E. **N/A** The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services)**

David M. Myhan

Signature of Firm's Authorized Official

David M. Myhan, President

Printed Name and Title of Authorized Official

July 29, 2025

Date

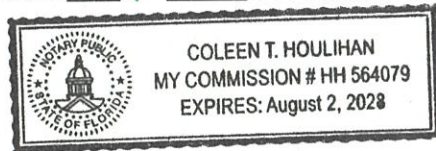
STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July

20 25, by David M. Myhan

Physical presence ☒ OR Online notarization



Coleen T. Houlihan
Signature of Notary Public

[STAMP HERE]

State of Florida

Personally Known ☒ OR Produced Identification

Type of Identification Produced: _____

Waste Management Inc. of Florida

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SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

As the person authorized to sign on behalf of the Firm, I hereby certify that the company identified above in the section entitled "Firm Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Waste Management Inc. of Florida

Name of Company

David M. Myhan

Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

SCRUTINIZED VENDOR CERTIFICATION

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Waste Management Inc. of Florida

Name of Company


Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

Waste Management Inc. of Florida

36

SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

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Waste Management Inc. of Florida

Name of Company



Signature of Firm's Authorized Official

David M. Myhan

Print Name of Firm's Authorized Official

President

Print Title of Firm's Authorized Official

July 29, 2025

Date

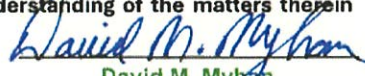
Good Faith Affidavit

GOOD FAITH AFFIDAVIT

I hereby propose providing the services requested in the City's RFP and, if awarded, enter into a contract with the City. I agree that the terms and conditions of the City's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Firm or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the City or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

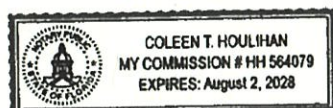

David M. Myhan

Affiant Signature


STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 29 day of July
20 25, by David M. Myhan via

Physical presence ☒ OR Online notarization ☐



[STAMP HERE]


Signature of Notary Public
Coleen T. Houlihan

State of Florida

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____

Waste Management Inc. of Florida

41

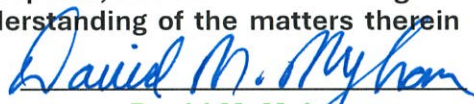
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David M. Myhan

Affiant Signature

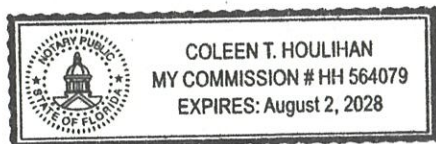
STATE OF Florida

COUNTY OF Palm Beach

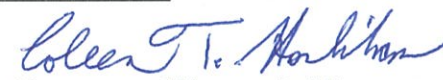
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[STAMP HERE]


Signature of Notary Public
Coleen T. Houlihan

State of Florida

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

Fee Schedule per Addendum #1

Residential Service	Unit Type	Unit Type	Unit Type	Unit Type	Unit Type
	SF Detached	SF Attached 4 Units	SF Attached 5 Units	Cluster Homes	Z Homes
Garbage	2 X week 17.07	2 X week 17.07	2 X week 17.07	2 X week 17.07	2 X week 17.07
Recycling	1 X Week 5.45	1 X Week 5.45	1 X Week 5.45	1 X Week 5.45	1 X Week 5.45
Yard Debris	1 X Week 4.70	1 X Week 4.70	1 X Week 4.70	1 X Week 4.70	1 X Week 4.70
Bulk Trash	1 X Week Included	1 X Week Included	1 X Week Included	1 X Week Included	1 X Week Included
Monthly Collection Rate	\$ 27.22	\$ 27.22	\$ 27.22	\$ 27.22	\$ 27.22
Monthly Disposal	\$ 6.32	\$ 2.35	\$ 2.59	\$ 2.35**	\$ 2.35**
Collection Franchise Fee 3%	(\$) (0.61)	\$(0.72)	\$(0.72)	\$(0.72)	\$(0.72)
SWA Disposal Credit	(\$) (6.32)	\$(2.35)	\$(2.59)	\$(2.35)	\$(2.35)
Net Fee per unit					
Cart Fee	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total per month per unit type	\$27.22	\$27.22	\$27.22	\$27.22	\$27.22
Comercial					
Container type	Service Level 1 X Week	Service Level 2 X week	Service Level As needed		

2 CY	\$ 112.58	\$ 225.16	\$ see matrix below
4 Cy	\$ 207.98	\$ 415.96	\$ see matrix below
6 Cy	\$ 292.48	\$ 584.96	\$ see matrix below
8 Cy	\$ 363.97	\$ 727.94	\$ see matrix below
Compactor	\$	\$	\$
	\$444.29/pull plus \$42.00/ton disposal		

Franchise Fee
3%

**** - Assumed MF SWA Credit**

"Service Level as Needed" Commercial Matrix

"Service Level as Needed" Commercial Container Service

Container Size	Cost Components	Frequency per week					
		1	2	3	4	5	6
2	Collection	\$ 112.58	\$ 225.16	\$ 337.74	\$ 450.32	\$ 562.90	\$ 675.48
4	Collection	\$ 207.98	\$ 415.96	\$ 623.94	\$ 831.92	\$ 1,039.90	\$ 1,247.88
6	Collection	\$ 292.48	\$ 584.96	\$ 877.44	\$ 1,169.92	\$ 1,462.40	\$ 1,754.88
8	Collection	\$ 363.97	\$ 727.94	\$ 1,091.91	\$ 1,455.88	\$ 1,819.85	\$ 2,183.82

Annual Rate Adjustment-

WM proposes that the rates submitted will be subject to a 5% annual increase beginning on October 1, 2026.



Sample Franchise Agreement

Draft

**SOLID WASTE
AND
RECYCLABLE COLLECTION
SERVICES AGREEMENT**

**BETWEEN
CITY OF WESTLAKE
AND
WASTE MANAGEMENT INC. OF FLORIDA**

**REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this _____ day of _____, 2025, by and between the City of Westlake, hereinafter referred to as "City", and Waste Management Inc. of Florida, hereinafter referred to as "Contractor", with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WHEREAS, the City awarded Contractor an exclusive franchise for the collection of refuse, recycling and vegetative waste within the City; and

WHEREAS, the City and Contractor have agreed that Contractor shall perform all collection services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

**ARTICLE I
GENERAL INFORMATION**

1. GRANT OF FRANCHISE

The City hereby awards to Contractor an exclusive franchise ("Franchise") for the collection of residential, commercial, industrial and roll-off refuse, recycling and vegetative waste as specified herein, but excluding the collection of special waste, hazardous waste, bio-hazardous waste, biological waste, sludge and storm debris.

2. LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notices and payments between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee.

3. COMMENCEMENT OF WORK

The work outlined in this Agreement shall commence on October 1st, 2025.

4. **TERM**

The term of this Agreement shall be for a period of five (5) years beginning October 1st, 2025 and expiring September 30th, 2030. This Agreement may be renewed for additional terms of five (5) years upon mutual written agreement of the parties.

5. **DEFINITION OF TERMS**

5.1 Authorized Representative: Shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of the Agreement.

5.2 Biohazardous Waste: Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which represent a significant risk of infection to persons outside the generating facility.

5.3 Biological Waste: Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous Waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

5.4 Bulk Trash: Shall mean any non-vegetative item which cannot be containerized, bagged or bundled including, but not limited to, inoperative and discarded refrigerators, freezers, ranges, washers, dryers, water heaters and similar appliances; bathtubs, sinks, and similar household fixtures; household goods and furniture; and minor "do it yourself" project construction debris up to two (2) cubic yards. Bulk Trash shall not be commingled with Vegetative Waste.

5.5 City: City of Westlake.

5.6 Collection: Shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials are removed and transported to a Designated Facility.

5.7 Commercial Service: Shall herein refer to the service provided to business establishments, churches, schools, Multiple-Dwelling Units not receiving curbside service, office buildings and other establishments. Commercial Service shall include container rental, the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container locations, supplying locks and locking mechanisms for containers, and other services required for the proper maintenance of containers.

5.8 Commercial Trash: Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage and shall be included in the service if properly containerized. Commercial trash shall not include Special Waste.

5.9 Construction and Demolition Debris: Shall mean materials defined as commercial and demolition debris by the Department in accordance with Rule 62-701.200(24), F.A.C., as amended.

5.10 Contract or Agreement: The Agreement executed by the City and the Contractor for the performance of the work.

5.11 Contractor: Shall mean Waste Management Inc. of Florida and its officers, agents, employees and subcontractors, with whom the City has entered into an Agreement to provide the services described herein.

5.12 Department: Shall mean the Florida Department of Environmental Protection.

5.13 Designated Facility: Shall mean a disposal processing, recovery, recycling or transfer facility.

5.14 Disposal Costs: Shall mean the "tipping fees", landfill costs or processing fees charged to the Contractor by others for disposal of the waste collected by the Contractor.

5.15 Garbage: Shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.

5.16 Garbage Receptacle: Shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Any receptacle including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight, unless designated by Contractor for special handling or Contractor provided receptacle (mobile cart) in which case, capacity and weight will be volume-based.

5.17 Hazardous Waste: Shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

5.18 Industrial Wastes: Industrial wastes are not included in the scope of this contract unless considered regular solid waste.

5.19 Loose Refuse: Shall mean non-compacted Refuse which is collected from the ground.

5.20 Mechanical Container: Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

5.21 Multiple Dwelling Units: Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

5.22 Performance Bond: Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract.

5.23 Recyclable Materials: Shall mean newspapers (including inserts), magazines and catalogs, aluminum cans, aluminum foil and pie plates, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, mixed paper (magazines, phone books, office paper, etc.), drink boxes, milk and juice cartons, and other solid waste materials added upon Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream. The City reserves the right to modify the types of materials collected by the Contractor and the point of delivery for processing.

5.24 Recycling: Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products, as defined by the Department in accordance with Rule 62-701.200(99), F.A.C., as amended.

5.25 Rolloff Collection Service: Shall mean the Collection of Refuse and Construction and Demolition Debris using rolloff containers, or the Collection of Construction and Demolition Debris by other mechanical means, for locations within the City.

5.26 Refuse: Shall mean Commercial Trash, household Trash and Garbage or a combination or mixture of Commercial Trash, household Trash and Garbage, plus Construction and Demolition Debris.

5.27 Refuse Regulations: Shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this contract.

5.27 Residential Service: Shall herein refer to the refuse, recycling and vegetative waste collection service provided to single family and Multiple-Family Dwelling Units within the City who are not receiving Commercial Service.

5.28 Roll Cart: Shall mean a 96-gallon, 65-gallon or 48-gallon capacity wheeled container, City specified color and logo, equipped with an attached lid, and designed and intended to be used for automated collection service. A Roll Cart shall be provided by Contractor to each single family and Multiple-Family dwelling unit within the City that receives Residential Service. Ownership of the Roll Carts provided to Residential customers shall rest with City.

5.29 Sludge: Includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances. The definition of the term "sludge" shall be amended upon any amendment of that term as it is defined in Section 403.703, F.S., as amended from time to time.

5.30 Special Waste: Shall mean solid wastes that require special handling and management, and which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires, used oil, lead-acid batteries, and Biohazardous Waste.

5.31 Trash: Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

5.32 Uniform Level of Service: Shall mean any and all Garbage and Trash, whether commercial or residential, which conforms to the preparation and storage requirements of this contract, and is collected in accordance with City approved schedule(s).

5.33 Vegetative Waste: Shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. Residents must bag or containerize all grass clippings, leaves, pine needles, and similar small loose items. Large Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

ARTICLE II**SERVICES TO BE PERFORMED BY CONTRACTOR - REFUSE COLLECTION****6. DESCRIPTION OF WORK**

The Contractor shall provide Refuse collection services within the City Limits of Westlake. The Contractor shall have the exclusive right to provide Refuse collection service in the City in accordance with the terms of this Agreement, excluding the collection of Construction and Demolition Debris from all properties within the City utilizing Roll Off Collection Service or Mechanical Containers. The Contractor is aware of the requirements of the Florida Solid Waste Management Act and other applicable federal and state laws, and is responsible for determining the impact of such legislation on its operation and complying with the terms thereof. The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

6.1 Protection of Adjacent Property and Utilities. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation. Contractor shall report all such repairs to the customer and the City.

6.2 Spillage. The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all Refuse shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.

6.3 Designated Facility. All Refuse, Recyclable Materials and Vegetative Waste shall be hauled to a designated facility and disposed of at those facilities at the expense of the Contractor. A change in the location of the Designated Facility shall permit the Contractor to seek an adjustment to compensation.

7. RESIDENTIAL COLLECTION SERVICE

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse (excluding Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge)

from all single-family homes, Multiple-Family Dwelling Units not receiving Commercial Service and individual mobile homes. Mobile home parks will be serviced as residential units. In addition, the Contractor can offer "Back Door" or other enhanced services to residents for a negotiated fee.

7.1 Frequency of Collection. The Contractor shall collect Refuse from places of residence within the City at least two (2) times per week, with collections at least three (3) days apart. The City shall approve all proposed changes to collection days prior to Contractor implementation.

7.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 6:00 o'clock p.m. The hours of collection may be extended provided the Contractor has received prior written approval from the City Manager. No collection shall occur on Sundays or holidays (referenced in 10.2) except in time of emergency, and with the City Manager's or designee's prior written approval.

7.3 Point of Pickup of Residential Refuse. Collections of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location. Nothing in this section shall require the Contractor to remove waste resulting from construction activity or the clearance of vacant lots. Contractor will provide communications with residents as to the proper set-out specifications for safe and efficient collections.

For those residents who, by reason of their disability, certified by a doctor and approved by the City, are unable to place Roll Carts at the curb, collection will be from the rear door or other accessible location adjacent to the residence, and shall be replaced when empty.

7.4 Roll Cart Receptacles. The Contractor shall be required to pick up all Garbage, Trash and Bulk Trash generated from residential units which have been properly prepared and stored for collection as follows:

All Garbage shall be placed in a Roll Cart and shall be placed at curbside (within 6 feet of roadway) or at such other single collection point as may be agreed upon by the Contractor and the customer. No Garbage placed outside of the Roll Cart shall be collected by the Contractor. If Roll Cart is not serviced by the Contractor, a leave behind tag or similar notice will be attached to the Cart to notify resident of the issue.

Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection.

Bulk trash shall be collected providing that it does not exceed six (6) feet in length or fifty (50) pounds in weight and not to exceed six (6) cubic yards for any piece or total volume of such materials. Bulk trash that exceeds the above will be tagged by the collection crew.

Containerized Multiple Dwelling Units (dwellings containing four (4) or more units under a single roof) serviced by Mechanical Containers shall containerize all Garbage and Trash. Bulk Trash shall be collected at a designated site agreed to by the Contractor and the customer and approved by the City. Containerized Services shall include the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container location, supplying locks and locking mechanisms for containers, and other services required for proper maintenance of containers.

7.5 Method of Collection of Residential Refuse. The Contractor shall make collections with a minimum of noise and disturbances to the customer. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. In the event of damage by the Contractor to a Roll Cart, the Contractor shall be responsible for the timely repair or replacement of said Roll Cart within seven (7) calendar days at no cost to the customer. If a Residential customer requests an additional Roll Cart the Residential customer will be charged (negotiated rate with the City or no charge) for the extra Roll Cart.

7.6 Bulk Trash. The Contractor shall collect bulk trash from residents not less than once per week.

8. COMMERCIAL COLLECTION SERVICE

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse and solid waste, except Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge, from or generated by any commercial or industrial use, and any use not contained within residential services. Contractor's exclusivity regarding Commercial Service shall include Rolloff Collection Service for all solid waste as so defined above and recyclables.

8.1 Frequency of Collection. Commercial containers shall be collected frequently enough to prevent them from becoming overloaded or a health hazard. Collection shall begin no

earlier than seven o'clock (6:00) a.m. and shall cease no later than seven o'clock (6:00) p.m. In the event a customer's container is consistently overloaded; the Contractor will require the customer to increase service. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager or his designee.

8.2 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall place containers at locations that are mutually agreed upon by the customer and the Contractor and approved by the City which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager or his/her designee shall designate the location.

8.3 Commercial Receptacles. Commercial establishments shall use Mechanical Containers as defined in Section 5.20. Containers must be properly maintained and kept clean and sanitary.

8.4 Method of Collection of Commercial Refuse. The Contractor shall make collections with as little disturbance as possible. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall provide commercial customers gate service (opening and closing) at no additional fee.

9. SPECIAL EVENTS

The Contractor shall provide at no charge to the City for all services, containers and equipment required for waste collection and disposal at all special City functions or sponsored events deemed appropriate by the City Manager or his/her designee (such as Easter, Independence, and Holiday festivals and City sponsored events).

10. SCHEDULES AND ROUTES

The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. Any proposed changes in route schedules must be pre-approved and the City shall be immediately notified in writing a minimum of 30 days in advance. The City Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the City Manager, the Contractor shall utilize mailers or door to door notices as well as publish on-line (websites) or in a newspaper of general circulation in Palm Beach County at least thirty (30) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of the streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers within the City shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

10.1 Storm. In the event of a severe storm, hurricane, or other similar natural disaster, the City Manager or his/her designee shall grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and/or to hire extra crews to clean the City of debris and Refuse resulting from the storm, the Contractor shall receive extra compensation above the Contract price for additional employees, overtime, and cost of rental equipment, provided Contractor has first secured prior written authorization from the City Manager or his/her designee. The Contractor's reimbursement rates, both hourly and cubic yard and tonnage unit costs for disaster debris removal, reduction and disposal shall be negotiated annually prior to the City issuing an authorization to proceed. A detailed breakdown of direct costs is to be provided with billing. Contractor and City will preform post-event assessments to determine the severity of the event and if non-declared, methodology to proceed with immediate response when deemed safe to proceed. Contractor will not be expected to dispatch crews until it is mutually agreed and SWA is deemed operational.

10.2 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. If the regular collection day falls on one of the aforementioned holidays, the Contractor shall collect the Refuse on the next regularly scheduled collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

11. COLLECTION EQUIPMENT

The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall permit the Contractor to adequately and efficiently perform

its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. The Collection vehicles used by the Contractor under this Agreement shall not exceed a maximum age of five (5) years, unless it is used as a reserve vehicle only. Equipment utilized for subsequent renewal/extension term will be exempt from the five (5) year age limitation.

Equipment shall be of the enclosed loader packer type, or other equipment which meets industry standards and is approved by the City. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

12. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE, BIOLOGICAL WASTE AND SLUDGE

The Contractor shall not be required to collect and dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste or Sludge, but may offer such service in the City. All such collection and disposal for the types of waste referenced in this section, when performed by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE III**SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING****13. DESCRIPTION OF THE WORK**

The Contractor shall have the exclusive right to and shall collect all residential Recyclable Materials, including but not limited to, newspaper (including inserts), magazines and catalogs, aluminum foil and pie plates, glass, aluminum cans, polyethylene terephthalate (PET) and high density polyethylene (HDPE) bottles, corrugated cardboard, brown paper bags, mixed paper, drink boxes, set out for the purpose of recycling from all residential properties within the City limits. The collection of Recyclables shall be conducted utilizing two containers. The Contractor will coordinate with the City regarding any proposed change in collection of recyclables as proposed by the Solid Waste Authority (SWA).

Multifamily and commercial containerized recycling services shall utilize mechanical containers provided for and in colors approved by the Solid Waste Authority to collect Recyclable Materials. If other colors of containers are used, Contractor must purchase and affix Solid Waste Authority approved educational material to each container.

As it becomes appropriate or beneficial, other items may be added to the list of Recyclable Materials at the direction of the City Manager. Likewise, if it becomes unfeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the City Manager for approval to discontinue collection of those items. Any additional items need to be part of the SWA recycling program. The Contractor has the ability to request additional compensation for the additional service.

13.1 Frequency of Collection. The Contractor shall collect Recyclable Materials within the City at least one (1) time per week. The day of collection shall be on the same day as one of the collection days for solid waste.

13.2 Hours of Collection. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.; provided, however, that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

13.3 Point of Pickup of Recyclable Materials. Collection of Recyclable Materials shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager shall designate the location.

13.4 Receptacles. The Contractor shall pick up all Recyclable Materials which have been properly prepared for collection and placed in recycling containers or paper bags and set at curbside.

Receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and then left at the proper point of collection.

The Solid Waste Authority shall supply and Contractor distribute to each new residence within the City two (2) containers for Recyclable Materials and provide replacements to all residences as needed, using color, design and logo as designated by the City. The cost of these containers will be borne by SWA. The containers shall be A-1 Products Corporation, Model 9732, "BLUE BOX" and "YELLOW BOX", or equivalent approved by the SWA and the City. Receptacles may be imprinted with a logo and/or recycling theme as approved by the City. All recycling containers shall become the property of the City when distributed.

The Contractor shall maintain an adequate supply of containers to provide for replacements and for new residents. All recycling containers provided or replaced by the Contractor shall be identical in type, size and color for each type of recycling container.

13.5 Method of Collection of Recyclable Materials. Unless otherwise agreed in writing, the Contractor shall separate (2 PART) at the point of pickup, at least the newspaper from the aluminum cans, glass and plastics and place into different sections of the collection vehicle. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Recyclable Materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left inverted at the point of collection.

13.6 Schedules and Routes. Recyclable Materials collection for a dwelling unit shall be made on one of the two solid waste collection days for that dwelling unit. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager or designee is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

13.7 Monitoring Records. The Contractor shall furnish the following reports:

Monthly – Service Inquiry Log to include complaints, compliments, service requests, and missed pick ups. This log is to be delivered to the City no later than the 15th of each month.

Annually – Equipment list, Subcontractor list

13.8 Equipment. The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Collection vehicles shall be designed to be driven from both sides and have separate compartments into which the different recyclable materials may be placed. Prior to purchasing equipment, it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor may also add his name and business telephone number to each side of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles except that approved by the City.

13.9 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Residential Recyclable Materials not collected on Thanksgiving shall be collected on the next scheduled recycling collection service day. Residential Recyclable Materials not collected on Christmas Day shall be collected on the next scheduled solid waste collection day when possible, but not later than the next scheduled recycling collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

14. **PROMOTION: PUBLIC RELATIONS AND EDUCATION**

The City and the Contractor will share responsibility for the promotion of the recycling programs. The City and the Contractor will cooperate in the design of promotional events and educational programs and the preparation of promotional materials such as door hangers and/or flyers for public distribution.

ARTICLE IV
SERVICES TO BE PERFORMED BY THE CONTRACTOR -
VEGETATIVE WASTE COLLECTION

15. DESCRIPTION OF WORK

The Contractor shall provide vegetative waste collection and disposal within the City limits. The Contractor shall have the exclusive right to provide vegetative waste collection and disposal service within the City in accordance with the specifications herein. Landscape maintenance companies may haul vegetative waste resulting from their own activities.

15.1 Frequency of Collection. The Contractor shall collect Vegetative Waste from residences within the City one (1) time per week. The day of collection shall be on the same day as the collection day for solid waste.

15.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m. and shall cease not later than 6:00 o'clock p.m.; provided that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

15.3 Point of Pickup of Vegetative Waste. Collection of Vegetative Waste shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location.

15.4 Preparation of Vegetative Waste for Collection. The Contractor shall pick up all Vegetative Waste generated from residential units as follows:

Vegetative Waste shall be placed adjacent to the pavement or traveled way of the street. Residents must bundle or containerize small or loose Vegetative Waste.

In the event of a dispute between Contractor and a customer as to what constitutes Vegetative Waste, the situation will be reviewed and decided by the City Manager or his/her designee, whose decision shall be final.

15.5 Method of Collection of Vegetative Waste. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Vegetative Waste spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall rake and sweep any vegetative waste left behind during the collection operation. The area shall be left neat and clean. Contractor agrees to place customer notification "tags" on all non-complying materials that exceed standard specifications and require special equipment (clamshell) collection. The "tag" will indicate how and when the additional service will occur and provide Contractor's customer service contact information.

15.6 Routes. The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

15.7 Equipment. The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. Collection vehicles shall be of the enclosed loader parker type or other vehicle designed to allow for efficient collection of Vegetative Waste. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

15.8 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Vegetative Waste not collected on Thanksgiving shall be collected on the next scheduled vegetative waste collection service day. Vegetative Waste not collected on Christmas Day and Thanksgiving Day shall be collected on the next vegetative waste collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

ARTICLE V
QUALITY OF SERVICE

16. CONTRACTOR'S PERSONNEL

16.1 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the operations within the City. The Contractor shall give the names, address and phone number of these persons to the City. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the City Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

16.2 Dangerous Animals and Refuse Collection. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the City Manager of such condition and of its inability to make collection because of such conditions.

16.3 Conduct of Employees. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants.

16.4 Employee Uniform Regulations. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

16.5 Compliance with State, Federal and Municipal Law. The Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

16.6 Fair Labor Standards Act. The Contractor is required and hereby agrees by execution of the Contract to pay all employees not less than the Federal minimum wage and to

abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act, as amended and changed from time to time.

16.7 Other Employee Benefits. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven. The Contractor shall provide operating and safety training for all personnel.

17. NOTIFICATION TO CUSTOMERS

The Contractor shall notify all customers in writing about rates, regulations, and the days of collection.

ARTICLE VI
CHARGES, RATES, AND LEVEL OF SERVICE

18. PAYMENT AND BILLING

18.1 Compensation. The City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in Exhibit ____, subject to any increases or deductions as provided under the Contract. Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days upon receipt and verification of the invoice submitted.

18.2 Billing Procedures. Billing arrangements for the various service types are summarized as follows: INSERT

Any existing unit(s) shall be considered unoccupied whenever water service has been temporarily terminated, at the customer's request only. Any new unit shall be considered to be occupied when a certificate of occupancy has been issued and water service has been provided to the unit's occupant(s). Proof of demolition of existing units shall be demolition permits issued by the Building Division. The number of units shall be reviewed not less than semi-annually by the City and the Contractor. Any adjustment as a result of this review shall be billed by the Contractor.

18.3 Disposal Costs. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs. Residential disposal costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated by the Solid Waste Authority; however, the Contractor agrees to bill new units for hauling and disposal from the date of the certificate of occupancy. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all solid waste disposal costs incurred for disposing of all solid waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately assessed by the Authority. Any changes in non-assessed portion of commercial disposal costs will be reflected in the service charge billed by the Contractor.

18.4 Unusual Changes or Costs. The Contractor may petition the City to adjust the rates in Exhibit ____ based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such

request shall be supported by full documentation establishing the increase in costs and the reasons therefor.

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

The Contractor's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the City Manager, to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City.

18.5 Force Majeure. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party to the extent that such conditions affirmatively prevent a party from performing in accordance with the terms of this Agreement;
- (b) The binding decision of any court of competent jurisdiction, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) that directly impacts a party's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided

that neither the contesting in good faith of any such decision nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party; or

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor, not resulting from the intentional or negligent actions of the Contractor.

18.6 Annual Pricing Adjustments.

The rates set forth in Exhibit ____ shall be increased by 5% annually beginning on October 1, 2026.

18.7 Level and Type of Service for Collection of Other Wastes. Where the Contractor agrees to collect Special Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved. However, upon failure of the parties to reach such an agreement for commercial services only, either party may apply to the City Manager, who shall establish the level and type of services to be provided, including the area of the container and number of pickups per week. All such collection and disposal for those types of waste in this section, when performed by the Contractor, shall be in strict compliance with all Federal, State, and Local laws and regulations.

18.8 Other Considerations.

(1) No additional customer charges will be imposed for services described in this Agreement.

ARTICLE VII
CONTRACT PERFORMANCE/PENALTIES/DEFAULT

19. CONTRACT PERFORMANCE

The Contractor's performance of the Contract shall be supervised by the City Manager or his/her designee. The failure of the City at any time to require performance by the Contractor of any provision thereof shall in no way affect the right of the City thereafter to enforce same. Furthermore, no waiver by the City of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

20. COOPERATION/COORDINATION

The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work, equipment and facilities of Contractor.

21. COMPLAINTS AND COMPLAINT RESOLUTION

21.1 Office. The Contractor shall maintain a local office. The office shall be equipped with sufficient telephones with at least one local phone number, and shall be open during normal business hours, 8:00 o'clock a.m. to 5:00 o'clock p.m., Monday through Friday. All calls must be handled on a timely basis. An emergency after-hours telephone number and contact will be provided to the City Manager or his/her designee. The local office is located at 651 Industrial Way, Boynton Beach. The contractor agrees to provide a local number and dispatch a representative to a customer's house or business to respond to any issues within 24 hours.

21.2 Complaints. The Contractor shall document all complaints and enter them electronically into the Contractor's database. This method will be used for tracking purposes and will be submitted to the City electronically for resolution processing. Such record shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. Complaint resolution shall occur within 24 hours. Contractor may, in the sole discretion of the City Manager, be fined \$____.00 daily for any valid complaint left unresolved for more than a 24-hour period. When a complaint is received after 12:00 o'clock noon on the day preceding a holiday, or on a Saturday, it shall be serviced no later than the next working day. A monthly listing of all the complaints filed by both residential and commercial customers and their disposition shall be mailed monthly to the City Manager or his/her designee. Legitimacy of challenged complaints

shall be determined on the basis of a joint inspection by the City Manager or his/her designee and representative of the Contractor. Valid monthly complaints should not exceed ___ or a total of ___ per year. A fine of \$____.00 per valid customer complaint exceeding these percentages may, in the sole discretion of the City Manager, be assessed against the Contractor. Disputes shall be referred to the City Manager and his/her decision shall be final.

22. DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the City Manager or his/her designee to observe closely the Contractor's services pursuant to the Contract. Any of the following events shall be deemed to be a material breach of contract.

(1) The Contractor takes the benefits of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

(2) By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(3) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or,

(4) The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,

(5) Any lien is filed against any premises in the City because of any act or omission of the Contractor and is not removed or the City and landowner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

(6) The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed or refused to comply with the instructions of the City Manager relative thereto, and such default is not cured within 30 calendar days after receipt of written notice from the City. If the Contractor fails to so cure the default, the City Manager shall so notify the City Council and a public hearing shall be set for a date within fifteen (15) calendar days of such notice. The City Manager shall, not less than five (5) calendar days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of breach, or authorize the City Manager to take such other action.

If the Contractor or his surety fails to cure such breach within ten (10) business days or such other longer time deemed reasonable by the City Manager, then the City may thereupon declare the Contract canceled.

Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control.

(7) Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. If the Contractor believes the City Manager's findings or conclusion is unreasonable or unsupported, then the Contractor may ask for the dispute to be submitted to mediation (to be paid for jointly by both parties).

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate waste collection as a necessary government function, and further agrees, in consideration for the execution of the contract, that in the event the City shall invoke the provisions of this section, Contractor will either negotiate with the City for an adjustment of the matter or matters in dispute, or present the matter to a court of competent jurisdiction with venue in Palm

Beach County in an appropriate suit instituted by the Contractor or by the City within thirty (30) calendar days of the parties' failure to resolve the dispute after mediation.

23. RIGHT TO REQUIRE PERFORMANCE

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

ARTICLE VIII
GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS

24. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect.

25. TITLE TO WASTE

The City reserves the right at all times to hold title and ownership to all Refuse, Vegetative Waste or Recyclable Materials collected by the Contractor.

26. FRANCHISE FEES

The Contractor shall pay to the City a fee of three (3) percent of all revenues collected by the Contractor arising out of solid waste collection services or operations conducted in the City. Solid waste disposal costs paid by the Contractor shall be deducted from the gross revenue total prior to applying the calculation of the franchise fee due to the City. Franchise fees shall be payable within thirty (30) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received.

27. SUBCONTRACTORS, ASSIGNMENT AND CHANGE OF CONTROL

A list of subcontractors will be provided to the City. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the City, which may be granted or withheld in its sole discretion.

28. BONDS

28.1 Performance Bond. The Contractor shall furnish a performance bond in the form attached to these specifications as security for the performance of the Contract with the City. Said performance bond will be in the amount of one (1) year (12-months) equivalent revenue and

remain in force for the duration of the Contract and renewed annually at the equivalent amount. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A Class VI or higher for the most current calendar year available.

29. INSURANCE REQUIREMENTS

29.1 Contractor Insurance. During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required under this Section 29. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect to all claims arising out of the operations or work to be performed. Cancellation or material modification of said insurance shall not be effectuated without thirty (30) days' prior written notice to City.

Except as otherwise stated, the amounts and types of insurance provided by the Contractor shall conform to the following minimum requirements:

29.1.1 Worker's Compensation

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than \$100,000 each accident, \$100,000 by disease and \$500,000 aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

29.1.2 Comprehensive General Liability

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Indemnification Agreement which is part of this contract.

29.1.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership. The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

29.1.4 Umbrella Liability. In addition to the above limits, the Contractor shall provide at least a \$5,000,000 umbrella or excess liability insurance policy.

29.2 Certificate of Insurance. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced.

30. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for effectuating a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Contract, the ordinances shall be the governing factor for performances of the Contract.

31. INDEMNIFICATION

The Contractor hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims against the City, its officers, agents and employees, by a third party for loss or damage of any nature or kind arising out of or resulting from the negligent or intentional acts or omissions, willful misconduct or breach of any law or any provision of this Agreement by Contractor, its officers, agents, employees, servants or contractors (specifically including subcontractors), except to the extent that such loss or damage was caused by the negligent or intentional acts or omissions, willful misconduct, or breach of any law or any provision of this Agreement by the City, its officials, agents or employees. In connection with any legal proceedings arising hereunder, the City reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

32. BOOKS AND RECORDS

The Contractor shall maintain separate records of accounts, complaints, routes and other contract information specific to the City's contract area. The City shall have the right to review all records that pertain to the Contract which are maintained by the Contractor upon ten (10) days' prior written notice.

33. NOTICES

Any notice required hereunder shall be in writing and delivered in person, by telecopy or by certified mail to either party at its business address shown herein.

34. WAIVER:

The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

35. GOVERNING LAW:

This agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie exclusively in Palm Beach County.

36. SEVERABILITY:

If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court or administrative body of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

37. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, and supersedes any oral or written representations, assurances, claims or disclaimers made either prior to or simultaneous with the execution hereof. This Agreement may be amended only by an instrument in writing signed by both parties. The City and Contractor agree that this Agreement shall not and does not create any rights in any third persons. There are no third-party beneficiaries of this Agreement.

IN WITNESS HEREOF, the City and Contractor have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

CITY OF WESTLAKE

WASTE MANAGEMENT INC. OF FLORIDA

Mayor

President

ATTEST:

ATTEST:

By:_____

City Clerk

Approved as to form and
legal sufficiency:

City Attorney

EXHIBIT

**REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES**



Conclusion

Waste Management Inc. of Florida (WM/WMIF) is a proactive environmental service provider with proven results. Our work throughout the state of Florida and North America is a testament to our professional approach over the long term and we are committed to the opportunity to continue to work with you in managing your environmental needs. We have fulfilled the individual tenets and each requirement of your RFP and have organized this proposal in response to each element outlined.

We often hear customers say they prefer to deal with a local vendor – and we want to reassure you that we ARE your local vendor, and a local vendor to each and every one of our valued customers. Each entity within WM is locally owned, managed, and staffed, so as to best serve the needs of the towns, cities, counties, schools, and businesses that we serve. At WM of Palm Beach, we are poised to respond to your every collection and processing, or disposal need.

Doing business with WM gives Westlake “the best of both worlds.”

Consider the advantages of having our local office, backed by a vast corporate structure that enables us to be the best local vendor we can be. WM’s history, financial stability, investments in research, technology, equipment, and commodity outlets, enable our local office to focus on the City. It also affords you not only the redundancy in workforce and equipment that may be required when least expected, but also the ability to locally deploy the products of those efforts.

When considering your environmental solutions ally, consider these advantages as well as the equipment and services we are proposing. We aim to be your local provider *and* your portal to our worldwide resources.

We believe this to be a significant opportunity for both Westlake and WM. We are committed to building a strong business relationship by delivering high quality, reliable service for the entire term of the Agreement. We have shown ourselves to be a dependable provider in our long-term agreements with neighboring counties with similar needs to Westlake.

Entering into an agreement with WM will provide Westlake with high-quality, reliable service delivery for an essential and highly regulated responsibility. We have the experience to develop a tailored implementation plan to provide a smooth and seamless transition. Our best-in-class collection, processing, and disposal operations, along with our industry-leading safety and environmental practices, will give you peace of mind that your wastes are being managed in full compliance with all regulatory requirements and standards.

WM is dedicated to being the best environmental solutions provider for Westlake now and in the future.





**ALWAYS WORKING FOR A
SUSTAINABLE TOMORROW®**

