



**Committed to Continued
Collaboration, Service Excellence,
and Value for THE CITY OF SANIBEL**

Proposal for Franchise Collection and Delivery of Residential and
Commerical Solid Waste, Recycling, and Horticultural Materials
Submitted by Waste Management Inc. of Florida, May 2, 2024



ALWAYS WORKING FOR A SUSTAINABLE TOMORROW[®]

We are proud to support companies that create products from recyclables like the materials used to create this proposal package.

Thank you for the opportunity to respond. We encourage you to reuse this binder as much as you can before recycling it.



Introduction

CITY OF SANIBEL COVER PAGE

LETTER OF INTENT

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*Photos by Shiraz Kashar, WMIF Community Outreach and Education
All local photographs were taken by the WMIF Communications Team for use only in this proposal.*





City of Sanibel

Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials

RFP-PW-2-2024/SK

Due on May 2, 2024, at 5:00 PM, (ET)

SUBMITTED BY

Advanced Disposal Services Solid Waste Southeast, Inc.
DBA WM of Ft. Myers

CONTACT

Larry Berg,
Senior Manager, Government Affairs
(239) 253-4563
lberg@wm.com





Advanced Disposal Services Solid Waste Southeast, Inc.
DBA WM of Ft. Myers
11990 SR-82
Fort Myers, FL 33913

May 2, 2024

City of Sanibel
Sanibel Department of Public Works
750 Dunlop Road
Sanibel, Florida 33957

Attn: Scott Krawczuk, Deputy Public Works Director

Dear Mr. Krawczuk:

Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers (WM), begins this letter by thanking you on behalf of your team at our WM - Ft. Myers Hauling District for the opportunity to present our proposal in response to the City of Sanibel (City/Island) RFP-PW-2-2024/SK for Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials. WM has been privileged to serve the residents and businesses of Sanibel for over a decade and in Lee County for more than 50 years. During that time, we have established a record of service excellence that we will maintain to continue to strengthen our relationship with Sanibel.

Our WM - Ft. Myers Hauling District is woven into the fabric of Lee County. WM is physically located within 45 minutes of the City and our business as well as our employees live, work, and contribute to the County's economy. Our experienced professionals operate state-of-the-art equipment and facilities in support of contracts that service thousands of residents and businesses in the immediate area.

As the City of Sanibel's current provider, only WM has invaluable extensive experience in Sanibel and knows your unique requirements. Our operation as a municipal solid waste, recyclables, vegetation, and bulk waste services provider has evolved into one of the most comprehensive and responsive service packages in Lee County. Our WM - Ft. Myers Hauling facility, is now under the direction of Senior District Manager, Tige Harrington and he assigns this team to serve as the primary operations contacts for Sanibel.

Isaac Butler, District Operations Manager,

(813) 451-9221 | ibutler@mw.com

Cesar Sandoval, Sanibel's Route Manager

(239) 207-2354 | CSandov3@wm.com

Senior Manager, Government Affairs Larry Berg will bring his extensive Sanibel experience and shift his role to be the key contract liaison for the City and WM operations. Larry can be reached at (239) 253-4563 and lberg@wm.com.

This seasoned team, along with all the professionals at WM - Ft. Myers Hauling, bring a solid foundation of firsthand Island knowledge that uniquely qualifies WM to immediately focus on and implement whichever service options Sanibel selects.

Please accept this as WM's formal statement of interest warranting that the requirements of this project as described in the RFP documents, enclosures, and any/all addenda, have each been reviewed, and WM has conducted all necessary due diligence to confirm material facts upon which our response is based. We commit to the five (5) year contract targeted to begin on October 1, 2024 and expire on September 30, 2029.

Thank you for considering our proposal. We are committed to the City of Sanibel and truly value our continued business relationship. WM couldn't be more committed to the next chapter of our services for Sanibel. We have navigated some of the worst times and look forward to whatever the future holds - **Sanibel - WM has you covered!**

WM will provide the services requested in the RFP in compliance with the terms in the Agreement and for the rates submitted. We are prepared and willing to perform the services described and enter into an agreement with the City of Sanibel upon contract award. As specified, WM's costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the date set for receiving proposals. As President of Advanced Disposal Services Solid Waste Southeast, Inc., I am duly authorized to bind WM to the terms in our proposal, and should you have any questions, please feel free to contact me at (954) 984-2035 or by email at dmyhan@wm.com.

Sincerely,



David M. Myhan, President

Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers



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Data contained in this proposal represents the most recently published information for WM’s wholly owned operations, unless otherwise indicated.



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Executive Summary

WM'S PROJECT APPROACH SUMMARY FOR THE CITY OF SANIBEL



Executive Summary

For decades, WM has had the opportunity and pleasure of serving the residents and businesses of the City of Sanibel. WM will continue its tradition of service excellence that City staff, Island residents, and Sanibel businesses have come to know, trust, and expect. With trained professionals and ample assets in place, no other environmental services provider has the local resources, experience, know-how, and resilience to service the City of Sanibel.

We have meticulously reviewed your evaluation criteria and for the following reasons believe we are the most capable and most qualified to service the Island for the new contract.

Qualifications / Capabilities on Similar Sized Projects	<p>WM's devotion to service excellence has withstood unprecedented challenges on Sanibel, and our experience, resilience, and resources have proven our qualifications and capabilities on this exact project. Additionally, we have provided references from Florida customers of varying sizes for your review. Please refer to the 6.1 Experience Requirements section for our local references.</p>
Municipal Experience / Understanding, Litigation History Related to Experience, and Firm Location	<p>WM provides superior waste and recycling services from our WM - Ft. Myers Hauling District to Sanibel as well as the surrounding area - including over 55,000 local residential, municipal, commercial, and industrial customers. WM understands South Florida and has implemented proven contingency plans that enable us to maintain service excellence even when faced with Florida's landscape, traffic patterns, and weather challenges.</p> <p>Based on Sanibel's relevant parameters, WM has no litigation history to report and can even note that regardless of stated parameters, we have none that that would have a material adverse effect on our ability to provide services under any contract resulting from this solicitation.</p>
Key Staff Project Understanding and Approach, Staff / Office Ability	<p>Sanibel's dedicated WM staff brings 143 combined years of industry experience to Sanibel each and every day. 72 years of that experience come from servicing customers within Lee County. Your Sanibel WM Team is introduced in the 6.1 Experience Requirements section.</p> <p>No other provider can bring our level of first-hand knowledge and established, trusted communications to the City of Sanibel, and no other provider can collaborate with our level expertise as the City evaluates/implements any new service alternatives.</p>
Equipment and Resources Proposed for Requested Services	<p>Our drivers know your Island, our equipment is already allocated to the City and will be new and/or upgraded, and our routes are optimized to accommodate service delivery as well as Sanibel's challenging traffic patterns, and accordingly we are uniquely qualified to immediately focus on the City's service alternative selections. Please refer to the 6.1 Experience Requirements section, specifically WM's Resources for Sanibel.</p>
Price Template Proposal	<p>We sincerely thank you again for your business, and assure you that we recognize we must earn your continued confidence and have carefully developed this proposal as if it were our very first presentation to the City. WM's goal is to continue to provide Sanibel the most value through our assets, experienced Sanibel employees that can focus on safety, WM's unparalleled customer service, and innovative technology - all while providing safe, consistent, quality service over the full life of the contract. Please refer to section 3.2 The Price Proposal.</p>

WM's Project Approach Summary for the City of Sanibel

As your current provider, WM experience and first-hand knowledge and established Island services offer a quantifiable advantage to the City .

Service Options	Vehicle	Comments
-----------------	---------	----------

Basic Service: Three residential routes for weekly unlimited curbside collections of garbage and recyclables - cans/bags/items are unrestricted

- 18G City-owned recycling bins ● Unbundled horticultural waste ● Optional second weekly garbage collection and/or Back Door services

Garbage	Existing Rear Load (REL)	Will be replaced
---------	--------------------------	------------------

Recycling	Existing New 2024 Rear Load (REL)	
-----------	-----------------------------------	--

Horticultural Waste	Existing Rear Load (REL)	Will be replaced
---------------------	--------------------------	------------------

Residential ALTERNATE BID ITEM NO. 1: Three residential routes for weekly unlimited curbside collections of garbage - cans/bags/items are unrestricted

- Automated recycling collection from WM provided wheeled/lidded 64G carts
- Unbundled horticultural waste ● Optional second weekly garbage collection and/or Back Door services

Garbage	New 2024 Rear Loader (REL)	
---------	----------------------------	--

Recycling	New 2025 Automated Side Loader (ASL)	
-----------	--------------------------------------	--

Horticultural Waste	Existing Rear Loader (REL)	Will be replaced
---------------------	----------------------------	------------------

Residential ALTERNATE BID ITEM NO. 2: Three residential routes for weekly unlimited curbside collections of garbage - cans/bags/items are unrestricted

- 18G City- owned recycling bins ● Horticultural waste limited to 10 (ten) bags, bundles and/or barrels weekly ● Optional second weekly garbage collection and/or Back Door services

Garbage	Existing Rear Loader (REL)	Will be replaced
---------	----------------------------	------------------

Recycling	Existing New 2024 Rear Loader (REL)	
-----------	-------------------------------------	--

Horticultural Waste	Existing Rear Load (REL)	Will be replaced
---------------------	--------------------------	------------------

Residential ALTERNATE BID ITEM NO. 3: Three residential routes for weekly unlimited curbside collections of garbage - cans/bags/items are unrestricted

- 18G City- owned recycling bins ● Horticultural waste limited to 10 (ten) bags, bundles and/or barrels weekly ● Optional second weekly garbage collection and/or Back Door services

Garbage	New 2024 Rear Loader	
---------	----------------------	--

Recycling	New 2025 Automated Side Loader (ASL)	
-----------	--------------------------------------	--

Horticultural Waste	Existing Rear Loader (REL)	
---------------------	----------------------------	--

Commercial Collection: ● Mandatory garbage service ● Optional horticultural service

Newer 2024 Front End Load truck for Sanibel's commercial services

Newer 2024 Roll Off truck for Sanibel's industrial services

Service Options	Vehicle	Comments
<p>Commercial Properties: ● Back Door weekly collection ● Unbundled horticultural collection ● Optional recycling program services (bins, totes, racks) ● White goods and bulky waste</p> <p>One REL for horticultural waste collections One NEW Automated Side Load truck for Alternate Bids 1 & 3 Newer 2024 Front End Load truck for Sanibel’s commercial services Newer 2024 Roll Off truck for Sanibel’s industrial services</p>		

Transitions of Service

Most importantly, WM will maintain the same collection schedule and days to prevent any resident confusion and frustration.

That said, continuing with WM will significantly mitigate any required transition, the selection of Alternate Bid Item No. 1 or 3 will implement **curbed recycling automated collections**. A sample transition plan is provided in **WM’s Resources for Sanibel** section that will illustrate how WM will plan for the procurement, transportation, and delivery of new carts to all Sanibel residents.

The selection of Alternate Bid Item No. 2 or 3 will **limit horticultural waste** to 10 (ten) bags, bundles and/or barrels weekly. This arrangement has proven advantageous in Collier County and WM assisted with that shift in services and will bring a proven communications strategy. If Sanibel adapts this system, it will necessitate a concise, clear communications plane to not only customers but potentially to landscapers as well.

WM is equipped with collection procedures and established account management systems for the over 160 current Sanibel business customers. We have proven before, and are anxious to prove again, that we are equally equipped and committed to service a resurgence of commercial customers as the Island continues to rebound after Hurricane Ian. We have proven our capability to service a pre hurricane volume of nearly 270 commercial customers and will personally welcome each new business and introduce them to WM service excellence.

Regardless of the options selected by the City of Sanibel, if awarded **WM’s Communications Team** will collaborate with City staff to design and distribute announcement materials to residential and commercial customers. Samples are provided in **WM’s Resources for Sanibel** section, and we will work to seek final approval.

In short, no other vendor is more prepared to service the City of Sanibel. WM will continue to bring the tested local knowledge, proven local experience, and irrefutably trusted local support to the Island.



**TESTED.
PROVEN.
TRUSTED.**



3.1 - Statement of Qualifications

WM CORPORATE OVERVIEW

PROPOSAL SURETY

PROPOSAL BOND

CONSENT OF SURETY

LEE COUNTY BUSINESS TAX RECEIPT



3.1 Statement of Qualifications

Since 1893 when Waste Management founder Harm Huizenga began removing trash with a horse and wagon in Chicago, WM has been working for a better **tomorrow. But what started as 'Waste Management,' has evolved to become WM - the world's leading provider** - and innovator - of sustainability services, and the work that started over a hundred years ago continues every day, getting better, smarter, and more innovative.

We're WM. Always Working For A Sustainable Tomorrow®.



WM Corporate Overview

About WM

As North America's leading provider of comprehensive environmental and sustainability solutions, WM provides collection, recycling, disposal, and sustainability services to millions of municipal, residential, and commercial customers throughout the U.S. and Canada - from mom and pop shops to some of the largest companies in the world. For more than 50 years, WM has played an integral role in our communities, providing safe and responsible environmental services and enabling sustainability progress for businesses, cities, and households across North America.

Company Overview

- ✔ Founded in 1968
- ✔ \$20.4B in annual revenue
- ✔ 48K team members
- ✔ 20M+ customers

WM is headquartered in Houston, Texas with nearly 48,000 employees, over 1,000 operating facilities, and \$20.4 billion in revenue.

Capabilities At-A-Glance

Recycling



143+

processing and recovery facilities

Solid, Hazardous & Special Waste



1K+

collection and disposal facilities

Renewable Energy



135

landfill gas-to-energy facilities

North America's Leading Provider of Environmental and Sustainability Solutions

- ✔ Largest disposal network in North America
- ✔ Most landfill gas-to-energy plants in North America
- ✔ Largest recycler in North America
- ✔ Largest collection fleet in North America
- ✔ America

Sustainability & Environmental Solutions



Providing Fortune 500 companies and professional sports organizations with solutions to help minimize environmental impact and reduce costs

Proposal Surety

3.1.1 A Proposal Bond or certified check or cashier's check shall be included, payable to the City of Sanibel in the dollar amount of \$100,000.00 as a guarantee to enter into and complete the Performance Bond in the amount of \$1,000,000.00 within the fifteen (15) calendar days from date of written Notice of Award. Proposer must provide a Letter of Commitment from a State of Florida licensed bonding company to provide a Performance Bond for service as a proposal. The Letter of Commitment must specifically accept the Performance Bond language stipulated by the City of Sanibel in this proposal.

Please accept WM's Proposal Bond as evidence of our commitment to continued service for the Island. The following Letter of Commitment is further proof of our intent to continue to work with Sanibel staff and to service the residents and commercial customers for the Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials.

The bond is provided on the following pages.

3.1.2 The \$100,000.00 Proposal Security will be retained until Proposer has executed an Agreement, whereupon the Proposal Security will be returned. The Proposal Security of other Proposers whom the city believes to have a reasonable chance of receiving the award may be retained by the City until the effective date of the Agreement, whereupon Proposal Securities furnished by such Proposers will be returned. Proposal Securities with proposals, which are not being considered, will be returned with ten (10) calendar days after the proposal opening.

WM acknowledges Sanibel's intent to retain the Proposal Security.

3.1.3 An acknowledgment of receipt of any Addenda.

WM acknowledges receipt of Addendum No. 1 April 25, 2024 RFP-PW-2-2024. Further acknowledgement will be found on the signed Proposal Form in section 3.2 The Price Proposal.

EXPECT MORE
FROM YOUR
ENVIRONMENTAL
SERVICES PROVIDER



Proposal Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC., DBA WM OF FT MYERS
11990 SR-82, Fort Myers, FL 33913

as Principal, hereinafter called the Principal, and

WESTERN SURETY COMPANY
151 N Franklin Street, Chicago, IL, 60606

a corporation duly organized under the laws of the state of SD,
as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF SANIBEL
Sanibel Department of Public Works, 750 Dunlop Road, Sanibel, FL, 33957 as

Obligee, hereinafter called the Obligee, in the sum of One Hundred Thousand and 00/100
Dollars (\$ 100,000.00), for the payment of which sum well and truly to be made, the
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for
RFP-PW-2-2024/SK Collection and Delivery of Residential and Commercial Solid Waste, Recycling and
Horticultural Materials

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

Signed, sealed and executed this 2nd day of May, 2024.

ADVANCED DISPOSAL SERVICES SOLID
WASTE SOUTHEAST, INC., DBA WM OF FT
MYERS
Principal

By: Andrea M. Penaloza
Andrea M. Penaloza, Attorney-in-Fact

Witness: Amanda George
Amanda George

WESTERN SURETY COMPANY
Surety

By: Misty Wright
Misty Wright, Attorney-in-Fact
FL License# W553125

Witness: Lupe Tyler
Lupe Tyler



POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Jenny Moore, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Terri L. Morrison, Andrea M. Penaloza, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- 1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
- 2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of May 2, 2024.

Witness:



On behalf of Waste Management, Inc. and each of the other WM Entities



Leslie Nagy
Vice President and Treasurer

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Individually

of Houston, TX its true and lawful Attorney(s)-in-fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of February, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 5th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above By law to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.westernsurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-G-2023



Consent of Surety

CNA SURETY

May 2, 2024

CITY OF SANIBEL
Sanibel Department of Public Works
750 Dunlop Road
Sanibel, FL 33957

Principal: ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.,
DBA WM OF FT. MYERS
Bid Date: May 2, 2024
Description: RFP-PW-2-2024/SK. Collection and Delivery of Residential
and Commercial Solid Waste, Recycling and Horticultural Materials

Dear Sir/Madam:

We, WESTERN SURETY COMPANY hereby agree that in the event an award is made to ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC., DBA WM OF FT. MYERS on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds in the amount of \$1,000,000.00.

Sincerely,

WESTERN SURETY COMPANY



Misty Wright
Attorney-in-Fact
FL License#: W553125

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Lupe Tyler, Lisa A Ward, Terri L Morrison, Gina A Rodriguez, Andrea M Penalzo, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of February, 2024.



WESTERN SURETY COMPANY

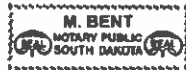
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha }

On this 5th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

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WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

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ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above By-law to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.westernsurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

3.2 The Price Proposal

3.2.1 A PROPOSAL FORM

3.2.2 PRICE TEMPLATE

3.3 Public Records



3.2 The Price Proposal

WM provides each customer exceptional service at an outstanding value. Our goal is to provide the most value to our customers through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology while providing consistent, quality service over the full life of the contract. When combined, these benefits allow the City of Sanibel to rely on us for all waste management needs and save on your most valuable resource - time.

3.2.1 A Proposal Form

CITY OF SANIBEL

OFFICIAL PRICE PROPOSAL

DATE: April 30, 2024

PROPOSAL TITLE: COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

The Undersigned having read and reviewed the terms, conditions, and specifications prepared and issued by City of Sanibel and having inspected the work area and conditions affecting and governing same, hereby proposes to provide all materials, equipment, tools and supplies and to perform all labor necessary for the work as specified and described for the prices listed in the attached itemized proposal. (The itemized proposal must be included for bid to be valid).

The Undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud. And that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The Undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # 1
Addendum # _____
Addendum # _____
Addendum # _____

Date: April 25, 2024
Date: _____
Date: _____
Date: _____

PRICES QUOTED SHALL BE EFFECTIVE FOR TWO HUNDRED SEVENTY (270) DAYS FROM PROPOSAL OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

The Undersigned agrees to execute a Contract for the above work within thirty (30) days after Notice that his Proposal has been accepted for the above stated compensation plus or minus any accepted alternates.

Advanced Disposal Services Solid Waste
Company: Southeast, Inc., DBA WM of Ft. Myers Address: 11990 SR-82
Fort Myers, FL 33913
Name: David M. Myhan
Signature: *David M. Myhan*
Title: President Telephone: (954) 984-2035

3.2.2 Price Template

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

REVISED PER ADDENDUM #1

RESPONSE NO. 34 & 61

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

	<u>Weekly Price Per Dwelling (1)</u>	X	<u>Number of Collection Per Year</u>	=	<u>Total</u>
Garbage	\$ <u>4.07</u>		52		= \$ <u>211.64</u>
Recyclables	\$ <u>0.86</u>		52		= \$ <u>44.72</u>
Horticulture	\$ <u>1.86</u>		52		= \$ <u>96.72</u>
Billing Charge (Annual)					= \$ <u>16.63</u>
Total Annual Residential Collection Price \$			369.71		

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 17.07

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.50</u>
Recyclables	\$ <u>1.46</u>
Horticulture	\$ <u>2.03</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

Waste Management Inc. of Florida

B.1. Commercial Collection – Basic Can Services

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.1. Commercial Collection – Basic Can Services

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽¹⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>26.43</u>	\$ <u>52.86</u>	\$ <u>79.29</u>	\$ <u>105.72</u>	\$ <u>132.15</u>	\$ <u>158.58</u>
Twice Weekly Service	\$ <u>52.86</u>	\$ <u>105.72</u>	\$ <u>158.58</u>	\$ <u>211.44</u>	\$ <u>264.30</u>	\$ <u>317.16</u>

Extra Pick Up Charge = \$ 28.34 Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽¹⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>17.26</u>	\$ <u>34.52</u>	\$ <u>51.79</u>	\$ <u>69.05</u>	\$ <u>86.31</u>	\$ <u>103.57</u>
Twice Weekly Service	\$ <u>34.52</u>	\$ <u>69.05</u>	\$ <u>103.57</u>	\$ <u>138.09</u>	\$ <u>172.62</u>	\$ <u>207.14</u>

Extra Pick Up Charge = \$ 26.13 Per Can

⁽²⁾ Does not include disposal costs.

Waste Management Inc. of Florida

C.1. Commercial Collection – Basic Container Services

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

C.1. Commercial Collection – Basic Container Services

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽¹⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>included</u>	\$ 34.75	\$ 67.74	\$ 100.73	\$ 133.71	\$ 166.70	\$ 199.69	\$ 53.13
4 CY DUMPSTER	\$ <u>included</u>	\$ 68.32	\$ 137.94	\$ 205.74	\$ 273.54	\$ 341.34	\$ 409.14	\$ 106.26
6 CY DUMPSTER	\$ <u>included</u>	\$ 97.37	\$ 199.09	\$ 297.16	\$ 395.24	\$ 493.32	\$ 591.40	\$ 159.39
8 CY DUMPSTER	\$ <u>included</u>	\$ 123.33	\$ 243.14	\$ 362.95	\$ 482.76	\$ 602.58	\$ 722.39	\$ 189.97
10 CY ROLL-OFF	\$ <u>included</u>	\$ 595.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
20 CY ROLL-OFF	\$ <u>included</u>	\$ 595.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
30 CY ROLL-OFF	\$ <u>included</u>	\$ 595.00	\$ 1190.00	\$ 1785.00	\$ 2380.00	\$ 2975.00	\$ 3570.00	\$ 595.00
4 CY COMPACTOR	\$ <u>6,342.76</u>	\$ 241.53	\$ 483.05	\$ 724.58	\$ 966.11	\$ 1207.70	\$ 1449.20	\$ 295.51
6 CY COMPACTOR	\$ <u>6,989.98</u>	\$ 348.56	\$ 697.12	\$ 1045.70	\$ 1394.30	\$ 1742.80	\$ 2091.40	\$ 425.22
8 CY COMPACTOR	\$ <u>7,507.75</u>	\$ 446.43	\$ 892.87	\$ 1339.30	\$ 1786.80	\$ 2232.20	\$ 2678.60	\$ 532.36
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽¹⁾ Assume no special service (e.g. open gate). Does not include disposal costs

Waste Management Inc. of Florida



CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ¹³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>included</u>	\$ <u>23.00</u>	\$ <u>44.24</u>	\$ <u>65.48</u>	\$ <u>86.72</u>	\$ <u>107.96</u>	\$ <u>129.20</u>	\$ <u>41.28</u>
4 CY DUMPSTER	\$ <u>included</u>	\$ <u>44.82</u>	\$ <u>87.31</u>	\$ <u>129.78</u>	\$ <u>172.26</u>	\$ <u>214.75</u>	\$ <u>257.23</u>	\$ <u>82.57</u>
6 CY DUMPSTER	\$ <u>included</u>	\$ <u>62.09</u>	\$ <u>121.25</u>	\$ <u>180.41</u>	\$ <u>239.57</u>	\$ <u>298.73</u>	\$ <u>357.89</u>	\$ <u>123.85</u>
8 CY DUMPSTER	\$ <u>included</u>	\$ <u>76.29</u>	\$ <u>149.08</u>	\$ <u>221.83</u>	\$ <u>294.60</u>	\$ <u>367.37</u>	\$ <u>440.14</u>	\$ <u>142.58</u>
10 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
20 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
30 CY ROLL-OFF	\$ <u>included</u>	\$ <u>595.00</u>	\$ <u>1190.00</u>	\$ <u>1785.00</u>	\$ <u>2380.00</u>	\$ <u>2975.00</u>	\$ <u>3570.00</u>	\$ <u>595.00</u>
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

¹³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

Waste Management Inc. of Florida

D.1. Commercial Properties Miscellaneous Services

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

D.1. Commercial Properties Miscellaneous Services ⁽¹⁾

- Back Door Weekly collection (for can service customers)

**Weekly Price Per Unit (Customer)
Per Can**

Garbage \$ 34.71

Horticulture \$ 34.35

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 2.17 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 2.27 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.59 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 7.59 per Tote
- Portable Rack System (One collection per week) \$ 27.24 per Rack
- Cardboard Recycling (Does not include container rental) \$ 7.11 per Cubic Yard

- Container Roll-Out Services \$ 7.52 per Roll
- White Goods \$ 37.60 per item (or attach other charging schedule)
- Bulky Goods \$ 22.57 per Cubic Yard (or attach other charging schedule)
- Lock Bars will be provided at no charge to customers requesting them
- Mandatory Multi-family Residential Recycling Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 2.17 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 2.27 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.59 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 7.59 per Tote

⁽¹⁾ Does not include disposal costs

Waste Management Inc. of Florida



Alternate Bid Item No. 1 - A.1. Residential Collection – Curbside Basic Services with automated + 64-gallon carts for recycling

REVISED PER ADDENDUM #1

**ALTERNATE BID ITEM NO. 1
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$ <u>3.80</u> X		52	=	\$ <u>197.79</u>
<u>Recyclables</u>	\$ <u>0.53</u> X		52	=	\$ <u>27.38</u>
Horticulture	\$ <u>1.67</u> X		52	=	\$ <u>86.93</u>
Billing Charge (Annual)				=	\$ <u>16.63</u>
Total Annual Residential Collection Price			\$ <u>328.73</u>		

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 15.49

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.14</u>
Recyclables	\$ <u>1.13</u>
Horticulture	\$ <u>1.81</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

Waste Management Inc. of Florida

**Alternate Bid Item No. 2 - A.1. Residential Collection – Curbside Basic Services
(unlimited collection except for horticulture)**

REVISED PER ADDENDUM #1

**ALTERNATE BID ITEM NO. 2
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

	<u>Weekly Price Per Dwelling (1)</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$ <u>4.30</u> X	52	= \$ <u>223.73</u>
Recyclables	\$ <u>0.86</u> X	52	= \$ <u>44.79</u>
Horticulture	\$ <u>1.61</u> X	52	= \$ <u>83.58</u>
Billing Charge (Annual)			= \$ <u>16.63</u>
Total Annual Residential Collection Price			\$ <u>368.73</u>

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 17.03

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.73</u>
Recyclables	\$ <u>1.46</u>
Horticulture	\$ <u>1.78</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

⁽¹⁾ Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

Waste Management Inc. of Florida

Alternate Bid Item No. 3 - A.1. Residential Collection – Curbside Basic Services + 64-gallon carts for recycling

REVISED PER ADDENDUM #1

**ALTERNATE BID ITEM NO. 3
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$ <u>3.80</u> X	52	= \$ <u>197.79</u>
Recyclables	\$ <u>0.53</u> X	52	= \$ <u>27.38</u>
Horticulture	\$ <u>1.42</u> X	52	= \$ <u>73.62</u>
Billing Charge (Annual)			= \$ <u>16.63</u>
Total Annual Residential Collection Price			\$ <u>315.42</u>

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 14.98

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>5.14</u>
Recyclables	\$ <u>1.13</u>
Horticulture	\$ <u>1.58</u>

- Unbundled Horticultural Collection = \$ 29.96 per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

Waste Management Inc. of Florida

3.3 Public Records

3.3 Any written proposals, correspondence and all records pursuant to this RFP shall be opened and made public in compliance with Florida Law

WM acknowledges that our proposal will be copied and made public.



WM AWARD

2024 World's Most Admired Companies

WM has been recognized by Fortune as one of the World's Most Admired Companies for the fifth consecutive year. This year, WM was ranked No. 1 among our industry peers.

6.0 - Qualification Requirements

WM: WHO WE ARE AND WHAT WE DO

WM IS EVOLVING FROM SERVICE PROVIDER TO SUSTAINABILITY PARTNER

6.1 EXPERIENCE REQUIREMENTS

WM'S REFERENCES

A LOCAL COMPANY WITH NATIONAL RESOURCES

WM'S SANIBEL TEAM

ADDITIONAL REFERENCES FOR SANIBEL



6.0 Qualification Requirements

WM: Who We Are and What We Do

As North America’s leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry’s largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,000 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers’ waste streams.

WM At-A-Glance (data represents the most recently published information)

People	Operations				
48,000 team members	263 solid waste landfills	5 hazardous waste landfills	497 hauling facilities	332 transfer facilities	\$32.8B asset base

Material is Repurposed	Energy is Renewable	Communities are Thriving
102 recycling facilities	11,307 alternative-fuel vehicles	74 certified wildlife habitat programs
41 organics recycling facilities, including WM CORE® sites and composting	181 natural gas fueling stations	72 pollinator gardens and wildflower meadow projects
14.8 million tons of material recovered	95 landfill gas-to-electricity facilities	291 habitat, species, and education projects “on-the-ground”
	23 direct landfill gas-to-industrial customers	13,413 acres actively managed for wildlife preservation
	17 renewable natural gas facilities	

WM is Evolving from Service Provider to Sustainability Partner

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow®.

transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

And we are investing – significantly – in this sustainability strategy. Following are WM’s five strategic sustainability growth areas that will continue to shape WM’s path to a true sustainability partner.

Sustainability program partner	Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.
--------------------------------	--

Modern landfills and renewable energy	As part of our overarching company goals to reduce our operations' climate impact, WM plans to invest over \$1 billion in growth capital to build around 20 new WM-owned renewable natural gas facilities by 2026 to help meet our target to capture 8X more landfill gas than in 2021. As we build more renewable natural gas facilities, we aim to allocate renewable natural gas to 100% of our compressed natural gas fleet by 2026.
---------------------------------------	--

Recycling infrastructure	We plan to invest \$1 billion in new and upgraded recycling infrastructure through 2026 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. With these investments, we aim to add more than 2.5 million tons of material recovery capacity annually to our existing recycling network by 2026 from a 2021 baseline.
--------------------------	---

Integrated organics	Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.
---------------------	--

Circular logistics	By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and the more emissions we can avoid. From educating consumers on how to Recycle Right®, to investing in technologies that allow us to divert from landfills, to helping create new markets for recyclables – WM participates in creating a circular economy.
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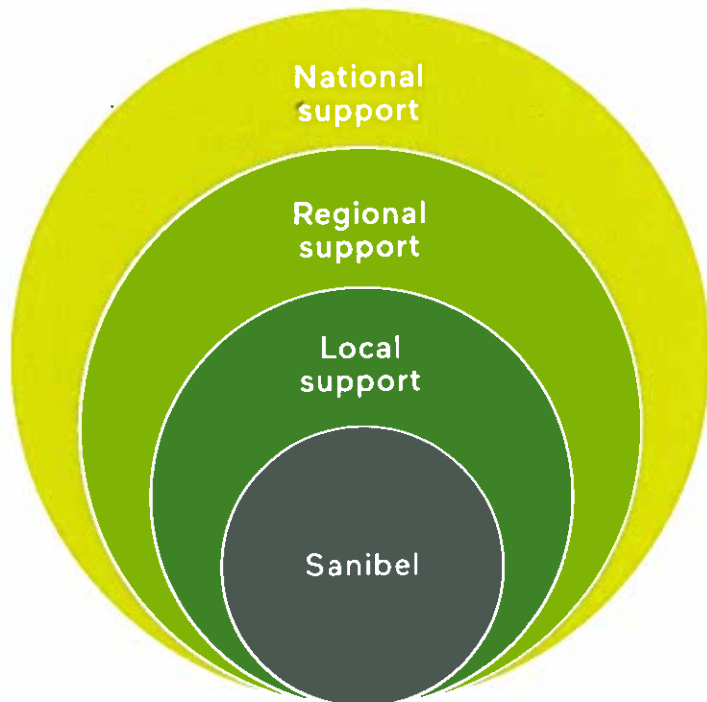
6.1 Experience Requirements

6.1 Experience Requirements: Proposers shall demonstrate experience in the collection and delivery of residential and commercial horticultural, solid waste and recycling materials. Proposer's experience may include the work of Proposer's parent, affiliate or subsidiary companies (collectively "related entities") and the Proposer's principals, officers, and other key staff of such related entities. The Proposer shall demonstrate the following as a minimum:

Local, Regional, and National Resources for Sanibel

With WM as your partner, Sanibel will receive more than simple waste collection services. You will have an ally with unmatched resources that, during an emergency, as we did during Hurricane Ian, delivers peace of mind. Collections will be managed using proven best practices in full compliance with all local, state, and federal regulations.

Local support: As illustrated in the graphic on the following page, there are many other WM hauling sites as well as related facilities. This means that if there is a need, we can redeploy equipment and people to Sanibel the same day. While we always strive to have our fleet on the road and not in the shop, garbage trucks are complicated pieces of machinery, and may experience an unforeseen mechanical issue. Having the ability to share resources within a small geographic area allows us to keep rates low and service your City without interruption.



Regional support: Our regional operations stretch across the state. This allows our team to respond to regional events with seamless support. Needed containers, trucks, drivers, and managers can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.

National support: As the leading waste provider in North America, WM can get the best rates and availability from our truck, container, and office equipment vendors. In the event of an emergency or natural disaster, we can pull additional resources from our hauling districts throughout the nation.

a) Two (2) years or more of experience in collection and delivery of residential and commercial horticultural, solid waste, and recycling materials with similar to or larger service areas than the City of Sanibel's franchised area. The legal description of the City of Sanibel is outlined in Exhibit B.

Please refer to WM's selected references as well as the larger list at the very end of this section that demonstrate our commitment to governmental agencies of all sizes across Florida. These customers provide ongoing proof of WM's superior services for residential and commercial horticultural, solid waste, and recycling materials.

b) Proposer shall have a successful record of experience with at least two (2) solid waste collection and delivery contracts of at least two (2) years duration. Each contract shall have service area greater than a combination of 15,000 single-family homes, multi-family units (mobile homes, condominiums, apartments, etc.) and commercial units for collection and delivery. This record must show the names of local governments, description of the project, dates of service and a contact person and telephone number.

WM's References

WM refers the City of Sanibel to the following existing contracts that meet/exceed the specified requirements.

WM's References for the City of Sanibel		
Charlotte County	Collier County	Hillsborough County
Lee County Service Areas 1 and 2		City of Punta Gorda

c) List three (3) to five (5) references of persons with knowledge of your contract performance with a local government.

WM services more than 20 million municipal, residential, commercial, and industrial customers, and there's a reason for that. WM is unmatched in safety and service excellence. We are proud to present the following local Florida references that meet/exceed Sanibel's reference criteria.

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
<small>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</small>					

 <p>Charlotte County 25550 Harbor View Rd., #2, Port Charlotte, FL 33980 Richard Allen, Solid Waste Director (941) 764-4393 Richard.Allen@charlottecountyfl.gov</p>	<p>MSW, REC, YW, BLK, COMM</p>	<p>1977 - to present</p>	<p>95,857</p>	<p>~\$26M</p>	<p>EF</p>
 <p>Collier County 3339 Tamiami Trail E, Naples, FL 34112 Kari Ann Hodgson, Solid & Hazardous Waste Director (239) 252-2504 Kari.Hodgson@colliercountyfl.gov</p>	<p>MSW, REC, YW, BLK, COMM</p>	<p>2005 - to present</p>	<p>133,834</p>	<p>~\$42M</p>	<p>EF</p>
 <p>Hillsborough County 332 N. Falkenburg Rd., Tampa, FL 33619 Damien Tramel, S.W. Director (813) 272-5680 tramel@hillsboroughcounty.org</p>	<p>MSW, REC, YW COMM, RO</p>	<p>1980 - to present</p>	<p>97,481</p>	<p>~\$63M</p>	<p>EF</p>

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
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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



Lee County Areas 1 and 2

6441 Topaz Court, Fort Myers, FL 33966
 Douglass Whitehead, Solid Waste Director
 (239) 533-8000 | DWhitehead@leegov.com

MSW, REC,
 YW, BLK,
 COMM

Area 1:
 2010 - to present
 Area 2:
 2010 - to present

Area 1:
 25,702
 Area 2:
 25,189

Area 1:
 ~\$15M
 Area 2:
 ~\$16M

EF



City of Punta Gorda
 3130 Cooper St., Punta Gorda, FL 33950
 Jennifer Daumann, Sanitation Department
 (941) 575-5009 | www.CityofPuntaGordaFL.com

RESI RECY

2015 - to present

12,448

~\$1M

EF

1. All reference contacts are to be available to discuss the services of your firm for their local government. If the contact person is not available within two workdays, the City may disqualify the submitted reference.

Accurate information is provided, and our references would welcome your calls. It is worthy of note that we have frequently cited to the City of Sanibel as a reference - and our service for the Island provides perhaps the best reference of all.

2. All references shall be local government employees in the field of Solid Waste.

Our references are compliant and all from South Florida.

3. All references shall be for governmental entities and areas (city, county, township, etc.) servicing communities of similar or greater size and scope to the City.

The selected references are from governmental entities as requested.








d) Proposer shall show that they have or can acquire operational and maintenance facilities within Lee County, Florida.

As mentioned previously, Sanibel would continue to be serviced from the WM - Ft. Myers Hauling District which is located at 11990 SR-82, Fort Myers, FL 33913, within Lee County.

e) Proposer shall describe (and provide exemplar pictures of) fleet equipment proposed for use in the franchised service area that has the capability to collect (a) garbage; (b) yard waste; (c) recyclables and (d) special pick-ups. Proposer must demonstrate to the satisfaction of the City that all equipment needed to adequately serve the City is located in Lee County, Florida, no later than July 31, 2024.

WM's existing fleet will be upgraded to meet the requirements of the service options selected by the City. Photos and fleet details follow as requested and additional information is provided in the **WM's Resources for Sanibel** section.



Collection	Materials Collected	Truck Type
Residential Garbage & Bulk Waste Autocar/Mack McNeilus 25 yd / Rearload	Garbage, Bulk Waste and Recycling	 Rear Load Vehicles
Residential Recycling (Alternate bid #1 & #3) Autocar/Mack Heil Python 38 yd / ASL	Recyclables	 Automated Side Load Vehicles
Residential Vegetative Waste Autocar/Mack McNeilus 25 yd / Rearload	Separated Vegetative Waste	 Rear Load Vehicles
Residential Vegetative Waste and Large Bulk Waste Items Peterson / Lightning Loader TL3 25 yd / Clam	Large, loose yard waste piles; Oversized, heavy refuse items	 Claw Trucks
Commercial Dumpsters Autocar/Mack Heil 40 yd / Frontload	Solid Waste and Recycling	 Front Load Vehicles
Commercial Roll Offs and Compactors Peterbilt / Galbreath Hoist Roll Off	Solid Waste and Recycling	 Roll Off Trucks
Carts & Containers	Cart & Container Delivery Vehicles	 Stake Truck

f) Proposer shall briefly describe existing recycling fleet and proposed recycling equipment for collection of recyclables from curbside for the service area. Clearly describe the types of recyclable materials being collected and delivered.

WM will use a NEW Automated Side Load vehicle and provide 64-gallon wheeled carts if the City elects Alternate bid #1 or #3 for carted recycling services.

g) Proposer shall name two local governments serviced by the Proposer where the recyclables are collected at curbside and the materials are delivered to a Recycling Facility.

All references cited (Charlotte, Collier, Hillsborough, and Lee County Service Areas 1 and 2 as well as the City of Punta Gorda) provide automated curbside recycling collections where materials are delivered to a recycling facility. Our list of references also identifies the additional services we provide for each local government.

h) Proposer shall describe the customer billing and payment collection methods used for residential and commercial customers for at least two contracts. Specifically discuss methods used to reduce delinquent payments.

WM's Florida residential franchise customers are typically billed by the municipality or through their Property Tax bill. A franchise fee is paid by WM directly to the municipality who in turn pays us based on house counts.

Residents in Charlotte, Collier, Hillsborough, and Lee County Service Areas 1 and 2 as well as the City of Punta Gorda are not billed directly by WM. Conversely, residents in Mangonia Park, Glenn Ridge, Hypoluxo, Indian River County, and South Palm Beach are billed directly by WM. This attests to WM's state of the art systems and total flexibility for customer billing and payment collection methods.

WM typically manages the billing of both franchised and non-franchised commercial customers. The commercial customers in Charlotte, Collier, Hillsborough, and Lee County Service Areas 1 and 2 are directly invoiced by WM and have access to WM's Anytime, Anywhere, Any-Device Access through the My WM app.

To prevent delinquent commercial customers, WM will contact the customer by telephone or email based on their preference to inform them of a past due invoice. That notification is logged into the account, so we know the time, date, and who was notified for payment. This process is followed at 30, 60, and 90 days of nonpayment. We can set up a communication for a residential customer though this it typically handled by the City.

i) Proposer shall describe the customer service methods used for at least two (2) contracts. Describe how customer complaints are addressed.

WM is opening a Lee County Call Center and as part of Lee County, Sanibel calls will be directed to this center which will be in full operation by October 1, 2024. This local call center will be staffed by full time local representatives at our WM - Ft. Myers Hauling District who will be able to handle all Sanibel service requests.

In general, however, WM customers have many options for their Customer Service. Even within one contract, different Customer Service options are available depending on whether a given customer/resident is billed directly by WM. As mentioned, Florida residents are typically part of a franchised contract and invoiced either by their municipality or though their Property Tax bill, while commercial customers are directly managed by WM through established individual account numbers that enable our systems to deliver targeted information. That said, WM continues to invest heavily in our Customer Service platforms to expand our self-service options to as many of our customers who choose to use them.

Two specific customers provide excellent examples of how WM's Customer Service options can be customized for a given contract.

The City of Fort Lauderdale franchise staffs and operates a City Call Center for their residential customers. In addition, they have implemented a comprehensive approach to 1) implement a WM hosted Local Website to supplement the dissemination of information to residents and businesses, 2) collaborate with WM to accomplish the creation of an individual account number for every resident to maximize the potential of the MyWM app, and 3) introduce all commercial customers to the online capabilities for WM billed customers.



Collier County elected to staff and operate a County Call Center for their residential customers. WM receives tickets from their Collier County system for follow up and closes tickets upon resolution.

Thank you for your inquiry about WM's complaint resolution process. We take complaints seriously at WM. Your dedicated contract liaison, Larry Berg and Isaac Butler and his 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.

j) Describe the corporate organization. Identify the involvement and legal relationship, as well as the controlling or directing entity, with respect to any related entities, partners, or joint ventures.

A Local Company with National Resources

WM is a local company with hauling operations throughout Florida. We have provided superior waste and recycling services from our WM - Ft. Myers Hauling District to the surrounding area for more than 25 years, serving residential, municipal, commercial, and industrial customers.

Our local office in Fort Myers Beach, would continue to provide Sanibel with operational, management, financial, and reserve resources as part of this Agreement. Our 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, give us the foundation needed to not only meet but exceed Sanibel's expectations for waste and recycling services.

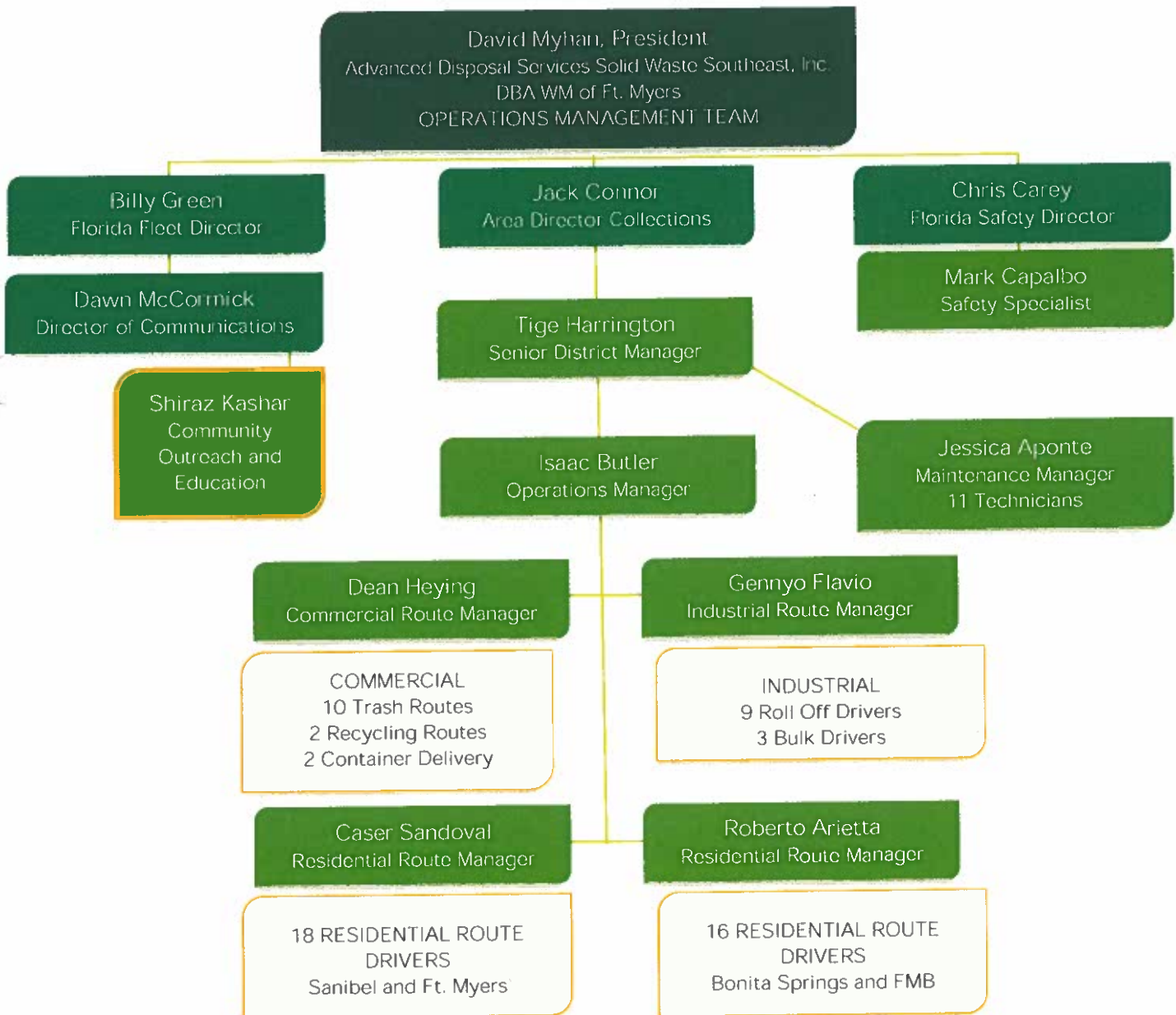
Advanced Disposal Services Solid Waste Southeast, Inc.

Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers, an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Florida in 1998. Our team of professionals will service Sanibel from our WM - Ft. Myers Hauling District, which is located at 11990 SR-82, Fort Myers, FL 33913

We are well positioned to provide the services and operations you require on an uninterrupted basis and our WM - Ft. Myers Hauling team is committed to continuing to provide WM services for the Island.

k) Submit an organizational chart demonstrating the Contractor's management and supervisory staff to be assigned to the proposed franchise area. Provide a resume of key staff personnel to be assigned within Sanibel. Resumes of key staff personnel (e.g., principals, officers, account managers, operations staff, etc.) that held positions for related entities for which proposer is submitting to meet experience requirements shall be clearly identified by position and tenure for the Proposer, as well as for the related entity.

WM's Sanibel Operations Management Team



WM's Sanibel Team

The remarkable tenure, loyalty, and local experience of Sanibel's **WM Team** is a **testament to WM's constantly improving employee retention efforts and the local management** at your WM - Ft. Myers Hauling District.

Every member of this Team has five or more years' industry experience – most with 10 or more – and bring irrefutable local knowledge to the Island every day.

WM's Sanibel Team					
WM Staff	Years' Experience	Years in Lee County	WM Staff	Years Served	Years in Lee County
Larry Berg, Senior Manager, Government Affairs	38	3	Isaac Butler, District Operations Manager	31	7
Tige Harrington, Senior District Manager	18	NEW	Roberto Arietta Residential Route Manager	10	1
Dean Henning, Commercial Route Manager	15	15	Gennyo Flavio, Roll off Route Manager	18	15
Caser Sandoval, Residential Route Manager	17	17	Jessica Aponte, Maintenance Manager	9	9

Upon award WM will coordinate with County staff to make any necessary adjustments prior to contract start date.

In addition to the WM professionals listed earlier, the additional team members that follow offer the administrative, sales, and managerial support for Sanibel. It is their purpose to ensure that that we are in full compliance with an agreement and that the City is informed of all new announcements and developments from WM.

David Myhan, President, Waste Management Inc. of Florida



1800 N. Military Trail, Boca Raton, FL 33431, (954)-984-2035 | 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.

Jim Lambros, Vice President, Waste Management Inc. of Florida



1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, (954) 984-2007 | jlambros@wm.com

At this point in Jim's 35 years with WM, he is the Vice President of WMIF, with strategic, financial, and operational responsibilities for the overall businesses for WMIF franchised and open market sectors. He has held various financial and operational positions in FL, PA, NJ, NY, DE, MD, VA, WVA, and OH, and graduated from the University of Akron.

Jack Conner, Director of Collections Operations



1800 N Military Trail, Suite 201, Boca Raton, FL 33431, (954) 557-2325 | jconner@wm.com

Jack has been with WM for 18 years and now focuses on providing exceptional service to our South Florida customers. Jack's 36 combined years of progressive leadership experience have given him invaluable audit compliance, project management, regulatory compliance, and labor relations experience. Jack graduated from Centenary College of Louisiana.

Jessica Aponte | District Fleet/Maintenance Manager



As our District Fleet/Maintenance Manager, Jessica reviews the safety and reliability of our collection vehicles. Specifically, she oversees our vehicle maintenance shop, maintenance staff, and preventive maintenance programs.

Jessica will be responsible for all initial and ongoing procurement of vehicles required for the service of Lee County collections. She will oversee repairs, inspections, scheduled maintenance, and cleanliness of the County's collection vehicles.

Larry Berg, Senior Manager, Government Affairs

11990 SR-82, Fort Myers, FL 33913, (239) 253-4563 | lberg@wm.com



As Senior Manager, Government Affairs, Larry brings the expertise gained over 39 years of WM experience, and four of those years with Sanibel to the management of this proposal he is committed to the implementation of this new contract.

Larry began his career with Waste Management in 1984 and was promoted to various leadership positions, eventually serving as the Senior Manager, Government Affairs. He brings invaluable firsthand knowledge of all things operational and that makes him an exceptional Account Manager – He knows how to GET IT DONE!

Tige Harrington, Senior District Manager (601) 760-0798 | tharring@wm.com



Tige oversees the day-to-day operations of the District, including oversight of the 115 employees that are responsible for the collection of garbage, recycling, and yard waste from thousands of residential and commercial customers. He provides exceptional leadership support to his front-line managers and is responsible for the District's overall service and budget performance including safety, operational, and service performance while also diagnosing and improving processes and

procedures. Tige has been with WM for 16 years in worked in various roles including Operations Manager Trainee, Corporate WM Way Coach, Business Solutions Analyst and District Manager. He led a successful team and operations in Jacksonville for over two years and has now been promoted to WM - Ft. Myers Hauling.

Isaac Butler, District Operations Manager, (813) 451-9221 | ibutler@mw.com



Isaac is the District Operations Manager for WM - Ft. Myers Hauling and will serve as Sanibel's WM contact to be in charge of the operations within the City's service area. He exhibits exceptional leadership support to his route managers and shares responsibility for the District's overall service performance including safety, operational, and service performance while also diagnosing and improving processes and procedures.

Additional References for Sanibel

WM is pleased to offer an additional sampling of municipalities we service throughout Florida. This chart showcases a few of our Florida public sector customers and is provided simply for your reference to illustrate the breadth of service that WM provides across the Sunshine State.

Contract

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

Select Florida Municipalities Further Illustrating Our Breadth of Service

 <p>Martin County 2401 SE Monterey Road Stuart, FL 34996 Greg Schommer, Deputy County Administrator (772) 260-4238 ASchomme@martin.fl.us</p>	MSW, REC, YW COMM, RO	2007 - present	48,782	EF
 <p>City of Melbourne 900 E. Strawbridge Ave., Melbourne, FL 32901 Jennifer Spagnoli, Public Works Director (321) 608-5080 Jennifer.Spagnoli@mlbfl.org</p>	MSW, REC, YW, BLK, COMM	1996 - present	28,167	EF
 <p>City of Sebastian 1225 Main St., Sebastian, FL 33958 Brian Benton, Interim City Manager (772) 388-8203 bbenton@cityofsebastian.org</p>	MSW, REC, YW COMM, RO	2013 - present	11,874	EF
 <p>Brevard County 2725 Judge Fran Jamieson Way, Viera, FL 32940 Thomas Mulligan, S.W. Director (321) 633-2042 thomas.mulligan@brevardcounty.us</p>	MSW, REC, YW, BLK, COMM, RO	1980 - present	108,681	EF
 <p>City of Cocoa 65 Stone Street, Cocoa, FL 32922 Stockton Whitten, City Manager (321) 433-8800 swhitten@cocoafll.org</p>	MSW, REC, YW, BLK, COMM	1996 - present	6,414	EF
 <p>City of Cocoa Beach 2 S. Orlando Ave., Cocoa Beach, FL 32931 Robin Hayes, City Manager (321) 868-3200 robin.hayes@cityofcocoabeach.com</p>	MSW, REC, YW, BLK, COMM	1996 - present	3,219	EF

Contract

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

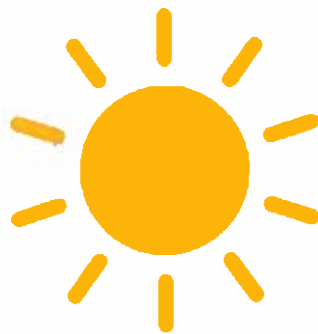
	Town of Indialantic 216 5th Ave., Indialantic, FL 32903 Michael Casey, Town Manager (321) 723-2242 mcasey@indialantic.com	MSW, REC, YW, BLK, COMM	1986 - present	1,245	EF
	City of Indian Harbour Beach 2055 S. Patrick Dr., Indian Harbour Beach, FL 32937 John Coffey, City Manager (321) 773-3181 jcoffey@indianharbour.org	MSW, REC, YW, BLK, COMM, RO	2001 - present	3,037	EF
	City of Satellite Beach 565 Cassia Blvd., Satellite Beach, FL 32937 Courtney Barker, AICP, City Manager (321) 773-4407 cbarker@satellitebeach.org	MSW, REC, YW, BLK, COMM	1979 - present	4,351	EF
	City of Kissimmee 2201 Mabbette St., Kissimmee, FL 34741 Shakeel Balroop, S.W. Director (407) 847-2821 sanitation@kissimmee.gov	MSW, REC, YW, BLK, COMM	1994 - present	61,346	EF
	City of Wildwood 100 N. Main St., Wildwood, FL 34785 Jason McHugh, City Manager (352) 330-1332 jmchugh@wildwood-fl.gov	MSW, REC, YW, BLK, COMM	2010 - present	3,915	EF
	City of Greenacres 5800 Melaleuca Lane, Greenacres, FL 33463 Carlos Cedeno, Public Works Dept. (561) 642-2071 grouppw@greenacresfl.gov	MSW, REC, YW, BLK, COMM, RO	2019 - to present	9,007	EF
	Palm Beach County Solid Waste Authority #2 7501 N. Jog Road, West Palm Beach, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000 dpellowitz@swa.org	MSW, REC, YW, BLK, COMM, RO	2019 - to present	33,996	EF
	City of Palm Beach Gardens 10500 Military Trail Palm Beach Gardens, FL 33410 Jennifer Nelli, Operations Manager (561) 799-4100 jneli@pbgef.com	MSW, REC, YW, BLK, COMM, RO	2006 - to present	23,110	EF
	City of Lauderdale Lakes 4300 NW 36 S, Lauderdale Lakes, FL 33319 Ronald Desbrunes, Public Works Director (954) 535-2700 ronaldd@lauderdalelakes.org	MSW, REC, RCY PROC, BLK, COMM, RO, C&D	1992 - to present	4,791	EF
	City of Parkland 6600 University Drive, Parkland FL 33067 Sabrina Baglieri, Public Works Director (954) 757-4108 sbaglieri@cityofparkland.org	MSW, REC, RCY PROC, BLK, COMM, RO, DISP	2008 - to present	10,860	EF

Contract

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

	<p>City of North Lauderdale 701 S.W. 71st Ave., North Lauderdale, FL 33068 Sam May, Public Works Director (954-724-7070) smay@nlauderdale.org</p>	<p>MSW, REC, BLK COMM, RO, C&D</p>	<p>2021 - to present</p>	<p>8,376</p>	<p>EF</p>
	<p>City of Delray Beach 100 NW 1st Ave., Delray Beach, FL 33444 Danise Cleckley, Asst Neighborhood & Community Svcs Dir (561) 243-7000 Cleckley@mydelraybeach.com</p>	<p>MSW, REC, YW, BLK, COMM, RO</p>	<p>2001 - present</p>	<p>36,275</p>	<p>EF</p>
	<p>City of Fort Lauderdale 100 N. Andrews Ave., Fort Lauderdale, FL 33301 Melissa Doyle, Program Manager Solid Waste & Recycling (954) 828-6111 mduoye@fortlauderdale.gov</p>	<p>MSW, REC, YW, BLK</p>	<p>2023 - to present</p>	<p>38,847</p>	<p>EF</p>
	<p>City of West Melbourne 2240 Minton Rd., West Melbourne, FL 32904 Scott Morgan, City Manager (321) 727-7700 smorgan@westmelbourne.org</p>	<p>MSW, REC, YW, BLK, COMM</p>	<p>2018 - to present</p>	<p>8,541</p>	<p>EF</p>

WM aims to demonstrate our flexibility through this partial list of contracts. We provide not only a wide range of services – but we deliver them to customers that span large counties to boutique communities – and we focus relentlessly on doing that SAFELY.



WM's Resources for Sanibel

- WM Smart Truck® Technology for Sanibel
- WM Carts for Sanibel
- Your Route to Innovation: Automated Collection in Sanibel Transition Plan
- WM's Safety Training
- Waste Watch® for added Sanibel Safety
- WM Components - Customer Service, For Tomorrow®
- WM's Complementary Social Media Efforts

CRITICAL INTEGRATED SERVICE RESOURCES

THE WM DIFFERENCE: WHAT SETS US APART



WM's Resources for Sanibel

Because Sanibel's **continued business is very important to us, we have meticulously** provided our responses adhering to the sequence provided within the RFP. Here we are inserting a section with the intent to reacquaint the City of Sanibel with why WM remains the most qualified, most capable, and most uniquely prepared to bring all required equipment and resources for all the requested services to the City of Sanibel.

Sanibel's WM Operations Team is featured below. It's these professionals that bring their resilience and years of experience to manage our service delivery to Sanibel each and every day.



WM knows the City of Sanibel. We are staffed with experienced personnel, equipment already allocated, and accurate City data, making us uniquely capable to focus on the continuation of services regardless of which options the City selects. Following are details that are relevant to WM's services for this project.

WM Smart Truck® Technology for Sanibel 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:

- 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.



Our proprietary Smart Truck® technology captures video and photo of every collection

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.



WM Carts for Sanibel

Built for Durability, Convenience, and Sustainability

WM will partner with one of our industry-leading cart suppliers for the delivery of new carts in Sanibel. Our hand-picked suppliers have served the solid waste and recycling industry for decades and all cart quality and workmanship are backed by 10-year warranties.

Our plan would be to stage the carts at a convenient location on Island, possibly the Transfer Station if acceptable. Carts would be delivered there, most likely in September. From there trucks will deliver carts to all residents over the course of two-three weeks prior to service commencement.

Primary features and benefits of WM supplied carts include:

- Product Quality: Carts are produced using an injection molding process that allows for exact precision and product uniformity.

- **Warranty:** All items will be delivered free from defects in material or workmanship. WM will replace any defective carts and/or parts during the warranty period.
- **Distribution:** WM will manage the initial distribution of the carts, providing an on-site supervisor-level project manager acting as the first point of contact.
- **Durability:** Our carts are UV-stabilized and designed for optimal compatibility and functionality with both semi- and fully automated lifter systems.
- **Minimal Assembly:** Our carts are quick and simple to assemble - requiring no tools.
- **Customer Convenience:** Our carts are easy to handle and provide an excellent balance between stability and maneuverability.
- **Customizable Design Options:** Carts are available in many standard color options with hot stamping and large in-mold labels to display key program instructions.
- **Recyclability:** High Density Polyethylene (HDPE) resin makes our supplied carts 100% recyclable.



Cart Sustainability

It only makes sense that the carts we provide Sanibel for the collection of trash and recyclables should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting our proposed cart manufacturer for Sanibel, we consider the following environmental benefits:

- **Environmentally Friendly Manufacturing:** Our cart manufacturers are firmly committed to minimizing environmental impacts through continual improvement of business practices, exceeding environmental regulations, and minimizing carbon footprint in company operations.
- **Post-Consumer Recycled Content:** Carts are manufactured using post-consumer recycled content, helping reduce our reliance on limited natural resources.
- **Cart Recovery and Recycling:** The resin used to make our carts is recyclable at the end of the cart's useful life. This allows our cart manufacturer to create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.

Cart Warranties

Our proposed cart suppliers all provide a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse, or normal wear and tear, but does protect WM and Sanibel from defects in materials and workmanship.

WM has long-standing vendor histories with all of our suppliers and has successfully utilized cart warranties when needed. We are confident our suppliers will stand behind their product quality.

Your Route to Innovation: Automated Collection in Sanibel

Automation Technology Creates Safer, Faster, More Efficient Collection System

Just as WM has transformed the way waste is managed, we have dramatically altered the way we collect and transport it. An outdated, manual, and tedious collection process has been replaced by a far safer, less time-intensive, and much more efficient collection process. Today, automated collection is leading the way and pushing the waste services industry forward because it is:



Aesthetically Appealing: Our automated collection carts improve the look of neighborhoods by providing a uniform look and cleaner streets, as waste carts eliminate the need to pile trash bags at the curb. The automated carts are also more resistant to tipping by animals than customer-owned containers, which reduces blown litter and strewn garbage. The articulating arm on the truck can lift up to 2,000 pounds, allowing residents to place more items inside their cart as opposed to large piles by the street.

Faster: With improved collection efficiency, automated collection truck drivers can pick up more carts in a day, reducing operational and labor costs and helping to keep service rates competitive. The technology also allows for the truck to function at idle speeds, which reduces fuel consumption and keeps noise at a minimum.

Convenient: Customers are embracing the many conveniences and benefits of wheeled carts versus bags and cans. The carts are easy to roll, have larger capacities than most resident-provided containers, and are maintained by WM, eliminating the need for residents to worry about replacing cans as they age.

Safer: For our drivers, automated collection eliminates manual lifting and exposure to possible hazards such as sharp objects, exposure to pathogens in waste, and traffic accidents. Additionally, the steering wheel is on the right side of the cab so if the driver must get out of the truck for any reason, they are stepping out to the curb and not the road.

**SAFETY
ALWAYS.**

Why Automated?

Customer Benefits

- ✓ Safer - no more lifting heavy bins or cans
- ✓ Carts are wheeled and easier to roll and reposition
- ✓ Attached lids help keep pests out and reduce fly-away litter
- ✓ Carts can hold more material than cans and come in a variety of sizes to meet customer needs - the automated side loader mechanical arm can lift up to 2,000 pounds

Community Benefits

- ✓ Safer, quieter, more modern collection
- ✓ Greater curb appeal with a more uniform look on collection day
- ✓ Cleaner streets with less wind-blown litter
- ✓ Reduced truck traffic - more efficient service means fewer trucks and less drive time
- ✓ Lidded carts keep materials dry - material reaches recycling plant in optimal condition for reuse
- ✓ Carts are durable and long-lasting
- ✓ Stress-free upkeep - carts can be provided and maintained by WM

Operational Benefits

- ✓ Decreases risk of driver injury - fewer injuries due to lifting cans manually and less risk of being struck by passing automobiles
- ✓ Greater productivity as drivers can service more customers in less time
- ✓ Improves collection efficiency, which reduces operational and labor costs, helping to keep service rates competitive
- ✓ Automation positively impacts driver job satisfaction and retention
- ✓ Automated collection helps WM attract highly qualified, experienced drivers

Innovating Collection with the Automated Side Loader Truck

If Sanibel moves forward with automated collection, WM will use the automated side loader to collect your City's recyclables. Operated by a single driver from inside the truck, the automated side loader utilizes a mechanical arm with a claw to pick up a cart from the curb. When grasping onto the cart, the claw makes a secure grip around the widest part of the cart body. After gripping the cart, the mechanical arm lifts the cart up, dumping waste into the top front of the truck. Waste is then forced through an aperture into the main body and compacted toward the rear of the truck. The driver is able to then reset the cart in its original curbside position.

Automated Side Loader



Materials Collected

Recyclables

Type of Fuel

Compressed Natural Gas

Service Procedures

Servicing containers with mechanical arms that lift and tip contents into the body of the truck. Operated by the driver on the right-hand side of the cab - with controls inside the cab.

Crew Size

1 driver

Cleaner Collection Days with Automated Collection Carts

An automated collection system comes with many benefits. Often the most popular benefit among customers is the transition from can or bag collection to the use of a lidded, two-wheeled collection cart. WM provided carts are compatible with both our semi and fully automated collection system, and their quality and workmanship are backed by a minimum 10-year warranty. We have successfully utilized wheeled carts in communities throughout North America and consistently receive positive feedback from individual customers and community leaders.

Transition Plan

As your current provider, WM requires no service transitions allowing us to remain 100% focused on safely delivering service. The WM Team will collaborate with our local operations crew, as well as Sanibel staff, to customize a transition plan to introduce new recycling and/or yard waste service to residents depending on City selections.

With WM, all residents' current garbage/bulk days will remained unchanged. Though not anticipated, if the recycling or yard waste services change, WM will utilize multiple communication channels to ensure these residents are aware of their service changes, including direct mail, electronic and social media platforms, informational flyers, and face to face meetings where appropriate.

By example, Fort Lauderdale's outreach collateral (magazine ad, social media posts, and announcements) illustrate what can be done in collaboration with WM's Florida Communication Team.





Our Commitment to the City of Sanibel- A Risk-Free Implementation

Throughout our relationship with Sanibel, WM has shown our dedication to continuous improvement - better processes, more efficient procedures, and investments in technologies that enhance our collection capabilities and customer service. Transitioning service providers would require rebuilding a successful program from the ground up. With all service requirements already in place, our team is able to concentrate on infrastructure improvements, delivering dependable collection and enhancing our customers' experience.




It's worth of repeating here that the benefits to Sanibel for continuing to work with WM are comprehensive. We offer:

- Established and reliable collection services. We already have the vehicles, collection equipment, operations site, processing facilities, account data, and systems in-place to offer a risk- and disruption-free implementation.
- Invaluable experience. Our experienced drivers know every road and customer on your Island and our knowledgeable customer service staff is already well-versed in Sanibel contract terms and service offerings, and what residents want and need to know.
- Existing relationships. Over the years, WM staff members have worked hard to become trusted community supporters. We have built meaningful relationships with the City leadership and staff, our customers, and local groups and organizations, and will continue to support the vitality of the Sanibel community.
- A commitment to continuous improvement. We seek to continuously improve our service and offer the latest technologies and innovations in sustainability and integrated operational technology. Our onboard technology allows us to manage routes and customer pick-ups in near real time and seamlessly connect operations with customer service and dispatch - all explained here that lead to greater service accuracy for our customers.
- No matter if the City continues with the current service level, or chooses to implement any recycling or yard waste changes, Sanibel can be assured that we will manage the contract implementation with meticulous care. We have outlined our approach to the most critical components of the new contract implementation, offering a seamless transition with minimal changes or disruption to residents.

Core Collection Equipment and Resources

	WM Competency	Benefits to Sanibel
<p>Drivers</p> 	<p>WM currently serves Sanibel with a team of seasoned drivers, who have all successfully completed rigorous safety and customer service training requirements, the most comprehensive in the industry.</p> <p>We also keep on-call swing drivers for when needed.</p>	<ul style="list-style-type: none"> • Safer, more experienced drivers in your community • Existing customer knowledge and personalized customer service • No driver learning curve resulting in fewer missed pick-ups
<p>Trucks</p> 	<p>WM's fleet of collection vehicles are already in place. All our vehicles are subject to daily preventive maintenance and safety inspections. Our fleet is maintained to the highest safety standards and is fully compliant with local and federal safety standards.</p>	<ul style="list-style-type: none"> • Trucks are not subject to manufacturing delays and are guaranteed ready-to-roll on Day 1 of the new contract.

Core Collection Equipment and Resources

	WM Competency	Benefits to Sanibel
<p>Containers</p> 	<p>Existing equipment inventory includes adequate quantities of the required cart and container sizes allowing for deliveries and swaps to be successfully conducted each day, with a skilled and efficient container delivery team already in place.</p>	<ul style="list-style-type: none"> WM's skilled cart delivery team is already in place No chance of commercial customers experiencing service delays due to carts or containers not being delivered on-time Clean, well-maintained carts and containers
<p>Routes &</p> 	<p>WM collection routes are already in place, created with eRouteLogistics® software taking into account local traffic patterns, Sanibel's bridge, truck capacity, and disposal locations.</p>	<ul style="list-style-type: none"> No missed pick-ups associated with customer confusion caused by route changes Local knowledge of routes eases transition for any new recycling and/or yard waste services selected Less wear and tear on City streets
<p>Customer Data</p>	<p>Each of the collection trucks that currently service Sanibel is already equipped with onboard tablets that display drivers' exact routes, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows managers to capture route data in real-time.</p>	<ul style="list-style-type: none"> Commercial Customers can obtain a collection estimated time of arrival Collection statuses minimize the opportunity for missed collections Provides customer service agents with near-real time field data to assist with customer service calls/interactions
<p>Onboard Computing System (OCS)</p> 	<p>Each of the collection trucks that currently service Sanibel is already equipped with onboard tablets that display drivers' exact routes, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows managers to capture route data in real-time.</p>	<ul style="list-style-type: none"> Commercial Customers can obtain a collection estimated time of arrival Collection statuses minimize the opportunity for missed collections Provides customer service agents with near-real time field data to assist with customer service calls/interactions

New and Nearly New Collection Vehicles

As explained in the Executive Summary, WM has plans to keep the vehicles servicing the City new and fresh for the new contract. Depending on Alternates selected we will move brand new or 2024 model year trucks into service. With WM there will be no need for a phasing plan!

Sample Transition Timeline of Implementation Tasks

The following sample timeline illustrates the meticulous planning that WM utilizes for any transition. We will collaboratively customize and complete this schedule with City staff. This sample chart is provided for your reference with preliminary data.

Implementation Key Weekly Tasks and Timeline

Sanibel Sample Timeline	COMPLETED	6/2024	7/2024	8/2024	9/2024	10/2024
Finalization of contract and City executes contract at City Commission meeting		✓				
Review current route maps for all residential and commercial routes with City staff and assess for changes		✓				
Finalize Recycling and Yard Waste Route Maps			✓			
Reassign Trucks	✓					
Train all supervisors and drivers on all routes	✓					
Procure carts and steel containers, as needed	✓					
Scheduled Internal Bi-weekly WM implementation meetings		✓				
Scheduled WM and City staff monthly implementation meetings		✓				
Coordinate City community events if needed						✓
Deliver detailed implementation/transition plan to the City sixty (60) days prior to the implementation			✓			
Develop and implement an outreach communications plan for any changes to the new contract including at least two (2) written notices to each customer approximately forty-five (45) and fifteen (15) days prior to operation, as well as local newspaper announcements. (i.e. Recycling or Yard Waste)		✓	✓	✓	✓	
Schedule Operational Service Review Meetings with the City as needed					✓	
Coordinate Site Visit with the City to WM Ft. Myers Hauling if desired			✓			
Coordinate Site Visits with the City to WM Driver training facility if desired				✓		
Communicate all collection and fee changes with commercial customers				✓	✓	
Execute written service agreements				✓		

Sanibel Sample Timeline	COMPLETED	6/2024	7/2024	8/2024	9/2024	10/2024
Review WM Knowledge System and train Customer Service team as needed					✓	
Develop comprehensive contract compliance checklist for implementation and review with the City					✓	
Develop, evaluate and test WM Website and WM.com digital pathway for customer service if selected			✓			
Implement new service contract in Sanibel						✓

1.12.2 The Contractor's solid waste and recyclable collection employees shall wear a uniform, including a shirt bearing the company's name during operations.

WM Employee Uniforms Reflect Our Commitment to a Circular Economy



WM is reinventing what's possible to enable a more sustainable world that commitment is reflected in the uniforms worn by our frontline employees. Sanibel recognizes your WM team from our long tenured service there - but did you know this?

Our drivers, operators, and technicians all wear safety shirts manufactured with material from recycled plastic bottles - 24 bottles help create each shirt - making WM the first in our industry to use recycled materials in employee uniforms.

WM is the largest recycler of post-consumer materials in North America and we continue to invest in and operate innovative recycling solutions that strengthen the circular economy. Our

drivers complete their routes collecting plastic bottles, milk jugs and other materials that are processed at WM recycling facilities and eventually turned into the uniforms that they wear every day. This is circularity in action.

The reflective shirts ensure our personnel are easily identifiable in your City while performing services. In addition to the shirt, standard employee uniforms include a jacket, pants, proper footwear, and necessary personal protection equipment, such eye protection and gloves.

1.12.3 Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

WM acknowledges and complies at all times.

1.12.4 The Contractor shall provide operating and safety training for all personnel.

WM's Safety Training

As a People First company, keeping our people and our communities safe is our top priority. The WM Safety Vision and Promise empowers team members to consistently think and act in ways that directly support and strengthen the safety culture at WM.

We strive to keep the communities and neighborhoods where we operate safe. We follow, and expect those we work with to follow, critical safety rules which outline standards of behavior required in different locations, such as on-site or on-truck.

WM has long exceeded the waste industry's performance in terms of key metrics like the rate of on-the-job injuries. As part of our commitment to continuous safety improvement, we set a goal to reduce our TRIR to 2.0 or lower by 2030. To achieve this, we:

- Conduct ongoing safety training
- Document recorded incidents and track and analyze high risk incidents, or "near misses", to identify areas where we can make safety improvements
- Established "Get Home Safe Every Day", a refresh to our safety mission



- Reallocated responsibilities for key frontline leaders to allow them to better focus on safety
- Increased the use of automation technology in our facilities and advanced driver assistance technologies in our fleet

We also support the development of a safer industry and are committed to sharing best practices on safety with our peers through our membership in organizations like the Solid Waste Association of North America (SWANA) and the National Waste and Recycling Association (NWRA).

Waste Watch* for added Sanibel Safety

Collaborating with Law Enforcement to Keep Neighborhoods Safe



When WM drivers are on their routes, they become trusted eyes and ears on the streets. For more than a decade, our Waste Watch® program has trained thousands of drivers to recognize and handle situations that don't seem right. Program participants learn to properly observe and report suspicious activities and emergencies to local public safety and law enforcement agencies.

To become a Waste Watch-certified driver, an employee must complete a formal training program, which includes instruction from WM corporate security and local law enforcement personnel, and a written exam. 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, including AMBER Alert, National Center for Missing and Exploited Children, and U.S. Department of Homeland Security 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.



WM Florida Garner Positive Attention for Waste Watch® Program

Waste Watch® is a program that partners with local law enforcement to train WM drivers to be an extra set of eyes in the communities they service. In Florida, WM has drawn a lot of positive attention for its use of the program.

Waste Watch protocol is to bring Corporate Security to a site and train all drivers in one morning. Drivers take a test and then are certified. Local law enforcement officers also address the drivers on local crime concerns in their area.

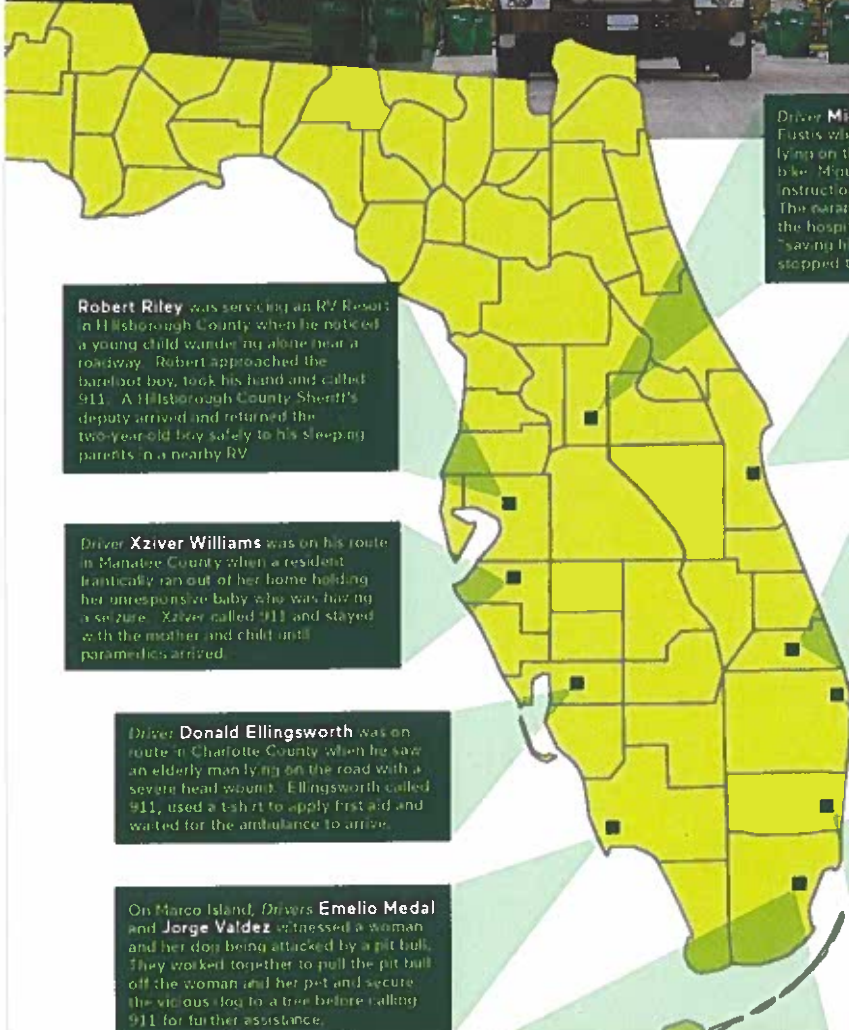
Over the past decade, Waste Watch-certified drivers throughout the U.S. and Canada have reported suspected crimes and assisted with emergencies caused by car crashes, house fires, and pedestrian accidents and locally during Hurricane Ian.

Please refer to the following page for Florida-wide success stories for WM's Waste Watch success.

WM Waste Watch in Florida

WASTE WATCH

Making a Difference in Our Communities



Driver **Miguel Staff** was in the City of Fustis when he saw an unconscious man lying on the sidewalk after crashing his bike. Miguel contacted 911 and followed instructions as the man started to choke. The paramedics arrived and took him to the hospital. He later credited Miguel with "saving his life" as no other passerby stopped to help.

Robert Riley was servicing an RV Resort in Hillsborough County when he noticed a young child wandering alone near a roadway. Robert approached the barefoot boy, took his hand and called 911. A Hillsborough County Sheriff's deputy arrived and returned the two-year-old boy safely to his sleeping parents in a nearby RV.

In Cocoa Beach, Driver **Lascelle Brown** heard an elderly woman screaming for help from her doorway where she had fallen. Brown and WM team member **Flaxton Pompey** called 911 and waited with the woman, who had broken a hip, until an ambulance arrived.

Driver **Xziver Williams** was on his route in Manatee County when a resident frantically ran out of her home holding her unresponsive baby who was having a seizure. Xziver called 911 and stayed with the mother and child until paramedics arrived.

WM of Martin County Drivers **Michael Leo** and **Neil Abrahams** were on a break when they saw a young boy riding his bike get his leg entangled while in the middle of a roadway. The drivers quickly reached the boy, moved him from the roadway and freed his leg. The drivers stayed with the boy until his parents arrived on scene.

Driver **Donald Ellingsworth** was on route in Charlotte County when he saw an elderly man lying on the road with a severe head wound. Ellingsworth called 911, used a shirt to apply first aid and waited for the ambulance to arrive.

Driver **Joe Simmons** was servicing a mobile home community in Riviera Beach when he saw a trailer on fire. He called 911 after no one answered the door and alerted nearby neighbors. The fire department responded, rescued a dog inside, and extinguished the fire. The homeowner returned and praised Joe for his actions in saving his beloved dog.

On Marco Island, Drivers **Emelio Medal** and **Jorge Valdez** witnessed a woman and her dog being attacked by a pit bull. They worked together to pull the pit bull off the woman and her pet and secure the vicious dog to a tree before calling 911 for further assistance.

In Miami, Driver **Osnel Hernandez** saw and smelled smoke coming from an industrial warehouse. Osnel alertly called 911. When Fire officials arrived and broke open the door, they found a man sleeping inside the building on fire. Without Osnel's actions, fire officials believe the man would have succumbed to the smoke without waking up.

Drivers **Joseph Bock** and **Israel Eady** noticed a Broward County Sheriff's Deputy frantically searching for a fire extinguisher in his vehicle behind a passenger bus that was on fire. The drivers pulled over, offered their fire extinguisher and the fire was safely put out before the Fire Department arrived.



1.12.5 The Contractor’s employees shall treat customers in a polite and courteous manner.

‘People First’ is a core commitment of WM. We commit to taking care of each other, our customers, our communities, and the environment.

WM employees, regardless of their tenured service, are reminded daily of the fact that we are a people first company, and every interaction is an opportunity to make a positive impact on our customers.

Earlier in section 6.0 Qualification Requirements, we provided customer examples of Customer Service options available through WM. The following pages provide condensed descriptions of those **WM’s Customer Service options** to illustrate the vast resources that WM integrates to support the local call centers. We welcome the opportunity to explain in more detail if you have any questions or want to pursue any options.

WM Components - Customer Service, For Tomorrow®

Commercial Customer Service Offerings

Our suite of 24/7 options make it easy for commercial customers to stay connected and get basic questions answered at their convenience, including text messaging to customers via cellphone. These functions depend on an established, accurate customer account record.

Online Capabilities for WM-Billed Customers	Commercial Customers	Roll Off Customers
Autopay Automatic payments are quick, easy and recurring to help customers with on time payment and avoid potential late fees or service disruptions.	✓	✓
Paperless Billing Customers can opt to receive invoices online and are notified with an email when their invoice is available.	✓	✓
Online Bill Pay Online bill payment was designed for the customer on-the-go. It’s available 24/7 and frees the customer from the hassle of calling or mailing in payments.	✓	✓
WM.com profile Creating a WM.com profile enables customers to access billing, account and self-service applications like scheduling a bulky or extra pickup.	✓	✓
Edit Contact Information Customers can easily update personal contact information online 24/7.	✓	✓
Empty and Return Customers can schedule an empty and return roll-off service or switch out of containers online. This service can be modified or cancelled as necessary, plus we provide a history of service requests to help with planning and budgeting.	✓	✓
Pickup Schedule/ ETA Customers can view pickup schedules, next pickup date, and estimated time to arrive online to confirm that containers are ready, avoiding customer inconvenience.	✓	✓

Online Capabilities for WM-Billed Customers	Commercial Customers	Roll Off Customers
Holiday Schedule Holiday schedules provide up-to-date information online and prepare customers for potential service delays that occur during holiday seasons.	✓	✓
Bulky or Extra Pickup Scheduling a bulky item or an extra pickup is quick and easy for customers with this simple online form.	✓	✓
Contact Us Customers get timely email responses when they submit their questions or report service-related issues online using our friendly Contact Us form.	✓	✓

Residential Customer Service Offerings

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we are excited to share that we have built upon our traditional call center and continue to invest in advanced customer service technologies, like Interactive Voice Response, a Contact Back System, Digital Support Requests and Live Chat Support. These technologies are shaping the future of customer service at WM and making our customers' experience even better:

Interactive Voice Response (IVR): Our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.

Callback System: Our contact back functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.

Live Chat: Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.

Contact Back: Our new digital offering allows customers to briefly describe their issues in writing, anytime, anywhere, through a digital intake form. The support request form is presented to customers with complex issues that require a specialized WM agent to resolve.

Our IVR, Contact Back System, Intuitive website and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com Gives customers a seamless and intuitive way to discover the services and solutions available in the community.

Customer Support Resources Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.

Social Media Platforms Provides extra convenience and a new way to connect with WM.

My WM / My WM App This platform empowers our customers with the tools and technologies for on-demand digital account management and self-service solutions.

Customer Service Center Provides a comprehensive and dedicated one-on-one assistance to address and resolve complicated issues.

Universal Customer Service Infrastructure

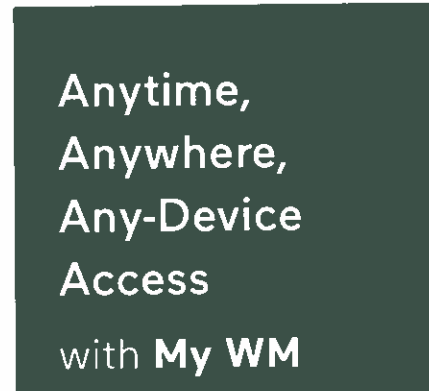
If a customer inquiry request cannot be resolved through our convenient online options, our customer service agents are ready to assist every step of the way and provide you with the right information you need. From power outages to natural disasters, our nationwide customer service infrastructure allows us to assist customers with their inquiries or requests and keeps you connected to WM when it matters the most.

Our proprietary web-based Employee Console Application is a single source of truth for sharing, organizing, and managing contract specific information so any team members at WM have **accurate information based on your communities' available services, rates, and collection schedules.**

The Employee Console Application is accessible to all our CSRs nationwide, enabling our network of experienced CSRs to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Employee Console Application incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including **customer invoice and payment history, WM's integrated billing system, and onboard computing that captures service history and service status:**

- Administrative actions (online pay/autopay/paperless invoicing)
- Holiday schedules
- Service/pickup schedule
- Bulky/large item collection
- How to Recycle Right
- Sustainability education
- Commercial – extra pickup, service changes
- Service schedule changes
- Weather and natural disasters alerts



Localized WM Customer Website Offering

As a value-add offering, WM offers your community a dynamic WM customer website, designed to provide residents and businesses with a seamless and easy-to-navigate experience, that is tailored specifically to your municipality. The website is a single access point for residents to find service information and where possible, 24/7 self-serve options.

Your local community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences, and more.

Home / Local Gov / Florida / Sanibel / Residential

Waste Services in Sanibel, FL

Recycling, Yard Waste Bulk & Trash Pickup

The City of Sanibel provides residential waste services for residents who live in the City of Sanibel. We provide trash pickup, recycling, yard waste, and bulk item pickup.

Residential


Set Up Your Service

The City has chosen WM to provide waste pickup, but you'll need your own WM profile to ensure proper service and billing. Enter your address, and we'll help you get set up.

How do you get started?

8298 Sanibel Street, Sanibel, FL


Go




My WM Quick Access

Take action or submit a request now


Go to Dashboard




Make a Payment



Report Missed Pickup



Request Container Repair



Request Bulk Pickup

Need assistance?

Take care of your issue online, right now, with our guided support helper.

Or connect with a WM agent if you get stuck.

Go to WM Support

Service Guidelines & Instructions

Trash Service

Recycling

Yard Waste (Organic)

Bulk Collection

Special Programs & Events

Container Information

- Residential: 35 gallon green trash bin with wheels
- Commercial: 65 gallon green trash bin with wheels
- Yard Waste: 35 gallon green bin with wheels

Service Frequency

Weekdays 7:00am - 6:00pm

Container Setup Instructions

Place your bin on a flat, paved surface. Do not place bin on grass, dirt, or concrete. Do not place bin on a driveway. Do not place bin on a sidewalk. Do not place bin on a porch. Do not place bin on a balcony. Do not place bin on a roof. Do not place bin on a ramp. Do not place bin on a slope. Do not place bin on a ledge. Do not place bin on a wall. Do not place bin on a ceiling. Do not place bin on a floor. Do not place bin on a table. Do not place bin on a chair. Do not place bin on a bed. Do not place bin on a sofa. Do not place bin on a couch. Do not place bin on a rug. Do not place bin on a mat. Do not place bin on a carpet. Do not place bin on a tile. Do not place bin on a stone. Do not place bin on a brick. Do not place bin on a concrete. Do not place bin on a wood. Do not place bin on a metal. Do not place bin on a plastic. Do not place bin on a paper. Do not place bin on a fabric. Do not place bin on a leather. Do not place bin on a glass. Do not place bin on a ceramic. Do not place bin on a porcelain. Do not place bin on a marble. Do not place bin on a granite. Do not place bin on a limestone. Do not place bin on a travertine. Do not place bin on a slate. Do not place bin on a schist. Do not place bin on a gneiss. Do not place bin on a quartzite. Do not place bin on a soapstone. Do not place bin on a granite. Do not place bin on a marble. Do not place bin on a limestone. Do not place bin on a travertine. Do not place bin on a slate. Do not place bin on a schist. Do not place bin on a gneiss. Do not place bin on a quartzite. Do not place bin on a soapstone.

Special Instructions & Limitations

Do not place bin on a roof. Do not place bin on a ledge. Do not place bin on a wall. Do not place bin on a ceiling. Do not place bin on a floor. Do not place bin on a table. Do not place bin on a chair. Do not place bin on a bed. Do not place bin on a sofa. Do not place bin on a couch. Do not place bin on a rug. Do not place bin on a mat. Do not place bin on a carpet. Do not place bin on a tile. Do not place bin on a stone. Do not place bin on a brick. Do not place bin on a concrete. Do not place bin on a wood. Do not place bin on a metal. Do not place bin on a plastic. Do not place bin on a paper. Do not place bin on a fabric. Do not place bin on a leather. Do not place bin on a glass. Do not place bin on a ceramic. Do not place bin on a porcelain. Do not place bin on a marble. Do not place bin on a granite. Do not place bin on a limestone. Do not place bin on a travertine. Do not place bin on a slate. Do not place bin on a schist. Do not place bin on a gneiss. Do not place bin on a quartzite. Do not place bin on a soapstone.

Get Up New Residential Service

Click on "Get Up New Residential Service" in the "Set Up New Service" section to get started.

Acceptable & Non-Acceptable Items

Acceptable items include: household appliances, furniture, electronics, and more.

Non-acceptable items include: hazardous materials, flammable liquids, and more.

Request Container Repair or Replacement

Click on "Request Container Repair or Replacement" in the "My WM" section to get started.

Report a Missed Pickup

Click on "Report a Missed Pickup" in the "My WM" section to get started.

Request an Additional Container

Click on "Request an Additional Container" in the "My WM" section to get started.

Shown here are a sampling of quick access links to be used where applicable to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.

In collaboration, we can develop customized content for a City of Sanibel website that provides:

- Localization: Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.
- Promote self-serve service: Your WM customer website is the first line of support, empowering customers to access information and find answers at their convenience.
- Provide helpful resources and service information: Your WM customer website is the information hub for all information regarding services - from collection schedules to special events to bulk item collection information (if applicable) to any service guidelines. Communications, newsletters that we team on can be uploaded to the website.
- Lead the way to a more sustainable community: If desired, your WM customer website links directly to WM's Recycle Right® recycling education program, making it even easier to recycle right and reduce contamination.



WM's Complementary Social Media Efforts

WM's social media channels are designed to assist local City staff and impact Sanibel's reach to all residents and businesses. WM is at the forefront of technology and focuses on important city-wide notifications as well as recycling education through social media and will work to promote our various channels to reach as many Sanibel residents as possible. We do the work, so you don't have to!

Weather Alerts Impacting Service



As all of us in Florida know, severe weather can have a significant impact on solid waste and recycling collection service. At WM, we make sure that residents and businesses are aware of any storm-related service impacts before, during, and after the storm. Our website [at WMFloridaStorm](http://WMFloridaStorm) is updated in real time as soon as a service disruption is anticipated. Residents simply "mouse over" Broward County and specific information to each WM municipality is displayed and updated as warranted.



Florida Holiday Schedules

We are all busy during the holidays – any holiday – and residents don't want to have to spend a lot of time searching for schedules or asking neighbors if the garbage will be getting picked up. WM has made it easy for the City of Sanibel residents to find out their holiday service schedule! Our website at www.WMFloridaHoliday.com is a one stop source for everything residents need to know about their holiday schedule! And, we keep it easy for City staff, too.



Prior to every holiday where there is a service impact, WM Senior Manager, Government Affairs Larry Berg will send an alert to City staff as a reminder of the holiday schedule. Plus, we provide a quick-post graphic for City social media platforms, including Facebook, Instagram, Linked In, and Twitter – so residents can easily find the information they need, and get back to enjoying the holiday.



These examples from Broward County show how WM is using eye catching graphics, good humor and advanced technology to focus on recycling education through social media and to promote our various channels to reach as many residents as possible.

We would welcome the opportunity to extend this reach to Lee County and/or the City of Sanibel. Again, we **do the work, so you don't have to!**

WM's Social Media is powerful... and we do all the work!

Critical Integrated Service Resources

The quality of the components that comprise our service delivery are critical to the service excellence we have been providing the City of Sanibel for over 14 years. Summarized here, they impact every resident and each business every day. Additional details are of course available upon request.

Only WM has the most up-to-date routing and service technology available to develop an operational plan with pinpoint accuracy. WM's investment in top-of-the-line technology, coupled with our 40 years' experience, gives us the competitive edge in knowing exactly how many collection vehicles, routes, and personnel are needed to effectively service the City of Sanibel, with a plan in place to add resources when needed to address the City's service option selections.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

WM utilizes the most sophisticated routing software in the industry, 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.

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 route managers, drivers, dispatchers, and customer service representatives to resolve any questions our customers may have concerning routes.

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 Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Onboard Computing System Provides Real-Time Driver Communication and Feedback

Our fleet of trucks for the City of Sanibel is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced antiquated 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 route managers and dispatchers. If a customer should call WM with an emergency or special service request, we'll take care of it! WM GPS technology identifies the location of all our service vehicles in real time. Within moments of a service request, we identify the closest service vehicle and immediately send the request directly to the driver's OCS tablet.



The OCS system displays an alert on the driver's tablet; the driver must acknowledge and note the service request and uses this system to log completion of each service performed. Route Managers can send messages to a driver's OCS tablet via email, cell phone, and our electronic Customer Experience systems. If electronic or cellular communication systems are disrupted, WM holds satellite technology to communicate with our drivers and staff. With WM's vast network, the City of Sanibel can be assured that communication with our WM team will be readily available.

OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extra or special services, and recycling contamination. Drivers log the appropriate code at the time of collection and have the option to add supplementary notes.

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

Technology	Function	Benefit
eRouteLogistics®	Mapping and routing software system used to develop and modify routes	<ul style="list-style-type: none"> ✓ Considers traffic patterns in the community, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible to provide the best value to the customer ✓ Fully integrated with our billing and customer database, Mid-America Systems (MAS), to capture new customers and service changes
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 typical schedule that customers are accustomed to, enabling WM to proactively redistribute routes to prevent missed or late pickups
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.)

DriveCam®: Intelligent Dashcam Technology for Safer Collection

DriveCam®, one of the safety innovations onboard our trucks, goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching. WM was the first in the industry to install this technology within our collection vehicles.



DriveCam is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, providing an opportunity for self-correction.

Safety Technology on City of Sanibel All Vehicles

All Sanibel vehicles include back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety. This at-a-glance chart provides an overview of additional safety features in WM collection vehicles.

Leading Safety with Onboard Technology Advancements

On-Board Methane Detection

On CNG-powered trucks, methane detectors provide immediate visual and audible alarm for potential leaks from fuel tanks or lines.

Leading Safety with Onboard Technology Advancements

Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.
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 on the truck.
BusBoy 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.
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.
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.
Sears Air Ride Drivers Seat	Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.
Electromagnetic or Hydraulic Driveline Retarders	Retarders are silent and provide additional braking capacity. Eight-inch wide rear brake lining also increases braking capacity and improves vehicle safety.
Four Braid Hydraulic Hoses	Part of WM's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.

Preventive Maintenance to Keep Sanibel Vehicles and Equipment Safe

WM has a comprehensive Preventive Maintenance Program for vehicles and equipment. Disciplined adherence to the program and associated tasks helps us reduce breakdowns within our fleet and provide Sanibel 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:

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 57% reduction in vehicle accidents since 2007.

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.

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.



Testing brake lights



Checking tire pressure



Inspecting fire extinguishers



Testing hydraulics

Fluid Sampling and Filter Changes: Our program requires scheduled fluid sampling and 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, he/she calls 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 field, a backup collection vehicle will be deployed.

Customers depend upon us to pick up and safely recycle or dispose of their wastes; but they often fail to notice our workers performing these essential 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.

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).

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 reduces 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

COMPASS® Planning and Control System

Through WM's use of the COMPASS® maintenance planning and control system, we are able to track every piece of equipment for alignment with expectations for good preventive maintenance. COMPASS is our automated maintenance tracking system that includes predictive maintenance features, complete repair and service histories, and calendar reminders. Each equipment component and its available manufacturer-recommended maintenance requirements (or WM standard maintenance intervals), are individually loaded by type, brand, and configuration and given a specific tracking number into COMPASS.



One of our WM - Ft. Myers Hauling technicians.

This system is used throughout the entire WM enterprise and has successfully transformed more than 32,000 vehicles and thousands of factory components from a reactive manual tracking maintenance approach to a proactive and predictive one. Utilization of COMPASS has resulted in recent studies showing that, across the board, WM achieves lower than-average maintenance costs compared to the industry, while maintaining excellent uptime, which equates to outstanding service for Sanibel.

The usage hours of all equipment are input daily and the system will generate preventive maintenance recommendations according to manufacturers' recommendations. The maintenance must then be completed and paperwork submitted in order to clear the maintenance task from the system.

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 - Ft. Myers Hauling technicians.

Skilled, Trained Technicians

WM opened our advanced Technician Training Center in Glendale, Ariz. in June 2019.

Through this learning facility, technicians new to WM – regardless of past experience – take part in a two week immersion training experience to learn our fleet maintenance processes and programs. The two-week course provides on-the-job training that is invaluable to preparing skilled technicians for Day One success as well as giving them a foundation of knowledge to build upon in their WM careers.

Maintenance Service Delivery Optimization Fosters Continuous Improvement

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 Sanibel.

The MSDO program emphasizes processes that streamline the maintenance of WM's vehicles. Maintenance shops are outfitted with a live board, which is a large screen that provides real-time data to frontline managers and technicians on vehicle repairs. The program focuses on a series of goals to make maintenance jobs easier and more efficient for us, and in a timely manner for Sanibel. These goals include:

- Encouraging personal coaching to drive better performance
- Establishing annual assessments, training, and certifications for technicians
- Having technicians work on "lean events" to make the shop environment more effective and efficient
- Updating maintenance programs - like Total Hydraulic Maintenance - for shop compliance
- Improving planning and scheduling for both short- and long-term projects
- Creating different standards for maintaining a vehicle that is based on its age
- Formalizing fleet-related safety and process rules to drive accountability

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.

Preventive Maintenance Task	MSDO Processes	Process Performance Standards
Total Tire Maintenance (TTM)	TTM is a cornerstone of our maintenance program. The technicians follow a seven-step process when changing tires. We focus on accountability for the safety of the public as well as our drivers.	All drivers inspect their truck tires at least two times a day and technicians follow a seven-step process to confirm the tires are installed correctly.

MSDO Mobile

WM's fleet organization recently tapped into mobile technology with its new MSDO mobile app for Android and Apple phones that mimics the MSDO live board. The app helps the fleet and operations team through:

- A real-time view of shop operations that allows fleet managers responsible for multiple districts to get a real-time view when they are not physically present.
- A Current Labor tab that provides a communications link to shop technicians and updates on standard repair times. The time updates every three minutes.
- A Unit Availability tab that lets users know at a glance if the district has enough assets ready to service customers.
- A Customer Service Interruption (CSI) Events tab that reveals recent downtime opportunities, supporting root cause analysis and coaching discussions.
- Reducing cost burden for smaller districts that cannot install the normal MSDO live board.



Pictured is a sample screen of our MSDO live board

Recently, a new MSDO certification criteria went into effect for WM's maintenance sites. The new certification criteria use a stepped approach, allowing locations to reach certifications – bronze, silver, then ultimately the gold/best in class ranking. The new MSDO certification criteria focus on process improvements that reduce downtime, which ultimately results in decreased maintenance cost and improved service for Sanibel.

Maximizing Prevention, Minimizing Failures

WM makes every effort to provide uninterrupted service to our customers, but breakdowns and issues do occur. Sanibel can be confident that WM has the necessary systems and measures in place to minimize the effects of vehicle and equipment failures.

From our tried-and-tested maintenance manual, to our regular quality control audits and self-inspections, to our swift response and repair time, we make the investments required to meet your expectations of the industry's leading service provider throughout the contract term.

Container Repair/Cleaning

WM drivers report what they see while on their routes and help to maintain each container in a clean, functional state by initiating proactive measures for repairing, steam cleaning, and repainting units. Repairs will be made to correct any deficiencies with a unit to render a completely refurbished container, including repainting. Cleaning will be accomplished by a method to a standard that eliminates all foreign material and renders the unit free from offensive odors and stains. WM's Container Shop at Reuters maintains inventories of containers if needed.

Graffiti Abatement

At WM, we understand that graffiti is an issue that plagues many communities, and that proper management and removal of graffiti is an important element to keeping communities clean and safe for residents. Our drivers are trained to watch for and report the appearance of graffiti on our containers. When a container is "tagged," our drivers report it to dispatch, and it is promptly replaced in a timely manner. Our experience has shown that when graffiti is addressed quickly, repeat offenses are decreased.

The Sanibel **WM Team relies heavily on WM's proprietary tool, WM Way. This tool** was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, helps us meet the benchmarks set by Sanibel.

WM Way: A Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: Safety, Service, Savings, and Satisfaction. To meet the goals of each of these principles, we use a comprehensive operations framework – WM Way - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

WM Way is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. WM Way was developed based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by Sanibel.



WM Way creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The WM Way mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for

improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.

Four Performance Principles

Safety Results for Sanibel

Safety is woven into WM Way because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes Sanibel a safer place to live, work, and play.

Service Results for Sanibel

WM Way encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: "Leave it better than you found it." It is a win-win for Sanibel and WM.

Savings Results for Sanibel

WM Way helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

Customer and Employee Satisfaction

WM Way has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for Sanibel. Through WM Way we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

WM Way Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize WM Way as our proprietary best practices management tool. If an issue does arise, our WM Way management procedures are:

Service Metric	WM Way Procedure	WM Way Value
Safety	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of WM Way, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Missed pickups	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to Sanibel as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

WM Way Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, but it is also then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for Sanibel.

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 263 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 Sanibel from an unrivaled resource network.



Assets of \$32.8 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 Sanibel. Our assets and strong financial metrics offer peace of mind and security for Sanibel.



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 2023 for the 14th 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 14.8 million tons in **recyclables we managed in 2021 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 Sanibel. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring Sanibel a level of service reliability and customer satisfaction that is truly unmatched. Our newly announced ANY WHERE, at ANY TIME, on ANY PLATFORM services are revolutionizing customer satisfaction.



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. Our new Smart Trucks® provide real time service verification and photographic evidence of service delivery and any issues encountered.



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 11,307 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 a Diverse Workplace: 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. From 2010 to 2020, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

Always Working for a Sustainable Tomorrow

Dear City of Sanibel resident,

WM is proud to continue as your new AUTOMATED recycling service provider. Beginning October 2024, WM will use trucks with automated collection technology to pick up your recycling weekly. Automated collection with standardized 65-gallon carts is cleaner, more efficient for your community, and safer for residents and drivers.

Wheeled and lidded 65-gallon trash and recycling carts will be delivered to each household. Look for detailed service information attached to the carts when they are delivered.

We look forward to serving the City of Sanibel!

See back side for more details.



Weekly Recycling Automated Collection with 65-gallon Carts

A new 65-gallon cart will be delivered to each household soon. These wheeled carts are sturdy and easy to move to the curb. Lids keep all materials contained and your community cleaner.

Please see the proper cart placement below. Note: beginning in October, use only the WM 65-gallon carts recycling.

WM looks forward to bringing you these improvements!

Proper cart placement for automated collection

Remember to place your carts at least 3 feet apart and 3 feet away from any obstacles (trees, cars, mailboxes, etc.) to allow the automatic arm to lift and empty the carts. Place wheels of cart toward house.



All materials must fit inside the carts with the lids firmly closed - no materials outside the carts will be collected.



Recycling will be picked up weekly as always. Please have your carts at the curb on time.

Do More with My WM

Powerful My WM online capabilities are available to help you manage your services. Visit <https://www.wm.com/us/en/user/register> or scan the QR code to sign up for an account and get started.



WM - Ft. Myers
11990 SR-62
Fort Myers, FL 33913



6.2 Financial Requirement

FINANCIAL STRENGTH: THE FOUNDATION FOR OUR COMMITMENT TO SANIBEL



6.2 Financial Requirement

Properly certify all statements by the appropriate officer attesting to the accuracy and credibility of all financial information submitted. No Proposer or franchise holder may own or have a financial interest in more than ten percent (10%) of any other bidder or franchise holder whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other business entity.

Financial Strength: The Foundation for Our Commitment to Sanibel

As a wholly owned, indirect subsidiary of Waste Management, Inc., Advanced Disposal Services Solid Waste Southeast, Inc. 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.

Revenue in 2023 was \$20.4 billion, and WM has an asset base of \$32.8 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

Full financial results are available on our website at investors.wm.com.

WM has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 (Stable) by Standard & Poor's, A- (Stable) by Fitch, and Baa1 (Positive) by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for WM is characterized as stable.

WM's financial strength, as summarized above, gives Sanibel assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new 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.

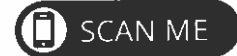
WM's attests to the accuracy and credibility of all the financial information we are submitting. It is our financial strength that helps us to continually advance services for all of the customers we serve, including Sanibel, and we are committed to maintaining that strength.

a) *Submit an Annual Audited Certified Financial Statement or equivalent audited statement for the operation for the past two years, including a revenue/income statement.*

For your convenience, please refer to the following links for the WM audited Annual Reports for the past two (2) fiscal years to supplement the summary financial reports provided at the end of this section. The QR code provides links to all WM audited Annual Reports from 2006 to present.

2023: <https://nasdaqomx.mobular.net/nasdaqomx/WM/>

2022: <http://nasdaqomx.mobular.net/nasdaqomx/7/3586/5105/>



b) *Show proof of the organization's ability to provide the required insurance for liability and property damage and Performance Payment Bond for \$1,000,000.00 (written statements and letters from insurance and bonding companies license in the State of Florida) for the franchised bid area. An Irrevocable Letter of Credit will be considered in lieu of a Performance and Payment Bond.*

WM's Proposal Surety is provided in section 3.1 Statement of Qualifications.

c) *If any surety of bonding company has ever been required to perform upon a default associated with your operation, name the surety or bonding company, date, amount of bond, and the circumstances of the default.*

Not applicable.

d) *Submit copies of the signature page of current active contracts with a similar scope with at least two entities. Discuss any contracts or agreements over \$100,000.00 in value that have been canceled or voided in the past ten years. Describe the circumstances of the canceled contract(s) and identify the city, county, township, etc., and provide a contact person in the position of senior level management fully aware of these circumstances.*

Please refer to requested contract ages in Appendix 1. WM has no contracts or agreements over \$100,000.00 that have been canceled or voided in the past ten years.

e) *Provide a list of pending and resolved claims or lawsuits over \$1,000,000.00 filed against the corporation or its officers or principals, or the municipality in the past ten (10) years related to collection, delivery or disposal of solid wastes and recyclables. Provide a synopsis of the circumstances and the resolutions.*

WM has no pending and/or resolved claims or lawsuits over \$1,000,000.00 in the past ten (10) years related to collection, delivery or disposal of solid wastes and recyclables.

f) *Identify the Guarantor of the proposed contract.*

Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers is the Guarantor of Sanibel's proposed contract.

g) *Describe any changes in the mode of conducting business, bankruptcy proceedings, or mergers or acquisitions that may have occurred in the past ten (10) years.*

WM has no bankruptcy proceedings to report. Our acquisition and divestiture history for the past five years follows. If an additional five years of history is required, we will provide upon request.

Acquisitions

WM continues to pursue the acquisition of businesses that are strategic and accretive to our existing business and enhance and expand our service offerings. These investments include joint ventures, acquisitions, and partial ownership interests.

Following are acquisitions over the last five years:

2023 Acquisitions

During the year ended December 31, 2023, we acquired 12 businesses, primarily related to our Collection and Disposal businesses. Total consideration, net of cash acquired, for all acquisitions was \$182 million, which included \$157 million in net cash paid and \$25 million in non-cash consideration, primarily related to purchase price holdbacks. In addition, we paid \$13 million of holdbacks, of which \$6 million related to prior year acquisitions.

Total consideration for our 2023 acquisitions was primarily allocated to \$49 million of property and equipment, \$44 million of other intangible assets and \$88 million of goodwill. Other intangible assets included \$34 million of customer relationships and \$10 million of covenants not-to-compete.

2022 Acquisitions

During the year ended December 31, 2022, we acquired 13 businesses, including the acquisition of a controlling interest in a business intended to allow us to deliver new recycling capabilities for our customers and provide circular solutions for film and clear plastic wrap used commercially, such as plastic stretch wrap for pallets, furniture film, grocery bags and potentially shrink wrap around food and beverage containers. Our other acquisitions in 2022 primarily related to our Collection and Disposal businesses. Total consideration, net of cash acquired, for all acquisitions was \$507 million, which included \$372 million in net cash paid and \$135 million in non-cash consideration, primarily related to purchase price holdbacks and the conversion of \$67 million in secured convertible promissory notes receivable into equity of the acquired business. In addition, we paid \$5 million of holdbacks related to prior year acquisitions.

Total consideration for our 2022 acquisitions was primarily allocated to \$138 million of property and equipment, \$64 million of other intangible assets, \$325 million of goodwill and \$14 million of noncontrolling interests. Other intangible assets included \$45 million of customer relationships and \$19 million of covenants not-to-compete.

2021 Acquisitions

During the year ended December 31, 2021, we acquired 11 businesses primarily related to our Collection and Disposal businesses. Total consideration, net of cash acquired, for all acquisitions was \$94 million, which included \$73 million in net cash paid and \$21 million of other consideration, primarily purchase price holdbacks and the settlement of a preexisting promissory note with one of the acquired businesses. In addition, we paid \$3 million of holdbacks, primarily related to current year acquisitions.

Our 2021 acquisitions discussed above include our acquisition of the remaining ownership interest in a waste diversion technology company. Concurrent with our acquisition, the acquired entity issued shares to an unrelated third-party, diluting our ownership interest. We determined the entity constituted a variable interest entity and concluded that we did not have the power to direct its significant activities. As a result, we subsequently deconsolidated the entity and account for our remaining ownership interest as an equity method investment.

2020 Acquisitions

During the year ending December 31, 2020, we acquired four businesses related to our solid waste business, including the acquisition of Advanced Disposal. On October 30, 2020, we completed the acquisition of all outstanding shares of Advanced Disposal for \$30.30 per share in cash, pursuant to an Agreement and Plan of Merger dated April 14, 2019, as amended on June 24, 2020. Total enterprise value of the acquisition was \$4.6 billion when including approximately \$1.8 billion of

Advanced Disposal's net debt. This acquisition grows WM's footprint and allows the company to deliver unparalleled access to differentiated, sustainable WM and recycling services to approximately 3 million new commercial, industrial, and residential customers primarily located in sixteen states in the eastern half of the United States.

2019 Acquisitions

During the year ending December 31, 2019, we acquired eighteen businesses primarily related to our solid waste business. In addition, on March 8, 2019, WM Energy Services Holdings, LLC, an indirect wholly owned subsidiary of WM, acquired Petro Waste Environmental LP (Petro Waste). The acquired business provides comprehensive oilfield environmental services and solid waste disposal facilities in the Permian Basin and the Eagle Ford Shale. The acquisition has expanded our offerings and enhanced the quality of solid waste disposal services for oil and gas exploration and production operations in Texas. Our purchase price was primarily allocated to seven landfills, which are included in our property and equipment.

As a publicly traded firm, WM is unable to reveal details of current transactions. For additional detail on acquisitions and pending acquisitions, please refer to our Annual Reports at the following link: <https://investors.wm.com/financial-information/annual-reports>

Divestitures

Proceeds from divestitures of businesses and other assets, net of cash divested, were \$78 million, \$27 million and \$96 million in 2023, 2022 and 2021, respectively. In 2023, our proceeds are primarily the result of the sale of certain non-strategic assets. In 2021, our proceeds are primarily the result of the sale of certain non-strategic Canadian operations.

For additional detail on our divestitures, please refer to our Annual Report at the following link:

<https://nasdaqomx.mobular.net/nasdaqomx/WM/>

As a publicly traded firm, WM is unable to reveal details of current transactions

2023 Financial Statement

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 13, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Depletion

Description of the Matter

At December 31, 2023, the Company's landfill assets, net of accumulated depletion, totaled \$7.8 billion and the associated depletion expense for 2023 was \$745 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, and airspace utilization factors.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

Landfill – Final Capping, Closure and Post-Closure Costs

Description of the Matter At December 31, 2023, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.9 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. Significant assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill, airspace consumed to date in relation to total estimated permitted and expansion airspace and the projected remaining landfill life.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 13, 2024

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

	December 31,	
	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 458	\$ 351
Accounts receivable, net of allowance for doubtful accounts of \$30 and \$26, respectively	2,633	2,461
Other receivables, net of allowance for doubtful accounts of \$4 and \$7, respectively	237	291
Parts and supplies	173	164
Other assets	303	284
Total current assets	3,804	3,551
Property and equipment, net of accumulated depreciation and depletion of \$22,826 and \$21,627, respectively	16,968	15,719
Goodwill	9,254	9,323
Other intangible assets, net	759	827
Restricted funds	422	348
Investments in unconsolidated entities	606	578
Other assets	1,010	1,021
Total assets	\$ 32,823	\$ 31,367
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,709	\$ 1,766
Accrued liabilities	1,605	1,625
Deferred revenues	578	589
Current portion of long-term debt	334	414
Total current liabilities	4,226	4,394
Long-term debt, less current portion	15,895	14,570
Deferred income taxes	1,826	1,733
Landfill and environmental remediation liabilities	2,888	2,700
Other liabilities	1,092	1,106
Total liabilities	25,927	24,503
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,351	5,314
Retained earnings	14,334	13,167
Accumulated other comprehensive income (loss)	(37)	(69)
Treasury stock at cost, 228,827,218 and 222,396,166 shares, respectively	(12,751)	(11,569)
Total Waste Management, Inc. stockholders' equity	6,903	6,849
Noncontrolling interests	(7)	15
Total equity	6,896	6,864
Total liabilities and equity	\$ 32,823	\$ 31,367

See Notes to Consolidated Financial Statements.

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

	Year Ended December 31,		
	2023	2022	2021
Operating revenues	\$ 20,426	\$ 19,698	\$ 17,931
Costs and expenses:			
Operating	12,606	12,294	11,111
Selling, general and administrative	1,926	1,938	1,864
Depreciation, depletion and amortization	2,071	2,038	1,999
Restructuring	5	1	8
(Gain) loss from divestitures, asset impairments and unusual items, net	243	62	(16)
	<u>16,851</u>	<u>16,333</u>	<u>14,966</u>
Income from operations	<u>3,575</u>	<u>3,365</u>	<u>2,965</u>
Other income (expense):			
Interest expense, net	(500)	(378)	(365)
Loss on early extinguishment of debt, net	—	—	(220)
Equity in net losses of unconsolidated entities	(60)	(67)	(36)
Other, net	6	(2)	5
	<u>(554)</u>	<u>(447)</u>	<u>(616)</u>
Income before income taxes	<u>3,021</u>	<u>2,918</u>	<u>2,349</u>
Income tax expense	745	678	532
Consolidated net income	<u>2,276</u>	<u>2,240</u>	<u>1,817</u>
Less: Net income (loss) attributable to noncontrolling interests	(28)	2	1
Net income attributable to Waste Management, Inc.	<u>\$ 2,304</u>	<u>\$ 2,238</u>	<u>\$ 1,816</u>
Basic earnings per common share	<u>\$ 5.69</u>	<u>\$ 5.42</u>	<u>\$ 4.32</u>
Diluted earnings per common share	<u>\$ 5.66</u>	<u>\$ 5.39</u>	<u>\$ 4.29</u>

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2023	2022	2021
Consolidated net income	\$ 2,276	\$ 2,240	\$ 1,817
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	14	3	9
Available-for-sale securities, net	(11)	(24)	(6)
Foreign currency translation adjustments	26	(65)	(28)
Post-retirement benefit obligations, net	3	—	3
	<u>32</u>	<u>(86)</u>	<u>(22)</u>
Other comprehensive income (loss), net of tax	<u>32</u>	<u>(86)</u>	<u>(22)</u>
Comprehensive income	<u>2,308</u>	<u>2,154</u>	<u>1,795</u>
Less: Comprehensive income (loss) attributable to noncontrolling interests	(28)	2	1
Comprehensive income attributable to Waste Management, Inc.	<u>\$ 2,336</u>	<u>\$ 2,152</u>	<u>\$ 1,794</u>

See Notes to Consolidated Financial Statements.

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

	Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Consolidated net income	\$ 2,276	\$ 2,240	\$ 1,817
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,071	2,038	1,999
Deferred income tax expense (benefit)	83	49	(77)
Interest accretion on landfill and environmental remediation liabilities	130	112	111
Provision for bad debts	56	50	37
Equity-based compensation expense	93	84	108
Net gain on disposal of assets	(42)	(21)	(25)
Goodwill impairment	168	—	—
(Gain) loss from divestitures, asset impairments (other than goodwill) and other, net	75	62	(16)
Equity in net losses of unconsolidated entities, net of dividends	60	67	38
Loss on early extinguishment of debt, net	—	—	220
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(161)	(329)	28
Other current assets	(2)	(35)	(39)
Other assets	61	42	34
Accounts payable and accrued liabilities	90	393	206
Deferred revenues and other liabilities	(239)	(216)	(103)
Net cash provided by operating activities	<u>4,719</u>	<u>4,536</u>	<u>4,338</u>
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(170)	(377)	(75)
Capital expenditures	(2,895)	(2,587)	(1,904)
Proceeds from divestitures of businesses and other assets, net of cash divested	78	27	96
Other, net	(104)	(126)	(11)
Net cash used in investing activities	<u>(3,091)</u>	<u>(3,063)</u>	<u>(1,894)</u>
Cash flows from financing activities:			
New borrowings	21,306	8,688	7,948
Debt repayments	(20,394)	(7,328)	(8,404)
Premiums and other paid on early extinguishment of debt	—	—	(211)
Common stock repurchase program	(1,302)	(1,500)	(1,350)
Cash dividends	(1,136)	(1,077)	(970)
Exercise of common stock options	44	44	66
Tax payments associated with equity-based compensation transactions	(31)	(39)	(28)
Other, net	(11)	(4)	49
Net cash used in financing activities	<u>(1,524)</u>	<u>(1,216)</u>	<u>(2,900)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	3	(6)	2
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	107	251	(454)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	445	194	648
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 552</u>	<u>\$ 445</u>	<u>\$ 194</u>
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 458	\$ 351	\$ 118
Restricted cash and cash equivalents included in other current assets	10	25	7
Restricted cash and cash equivalents included in restricted funds	84	69	69
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 552</u>	<u>\$ 445</u>	<u>\$ 194</u>

See Notes to Consolidated Financial Statements

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								Noncontrolling Interests
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2020	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481)	\$ (8,881)	\$ 2
Consolidated net income	1,817				1,816				1
Other comprehensive income (loss), net of tax	(22)					(22)			
Cash dividends declared of \$2.30 per common share	(970)				(970)				
Equity-based compensation transactions, net	198			110	(1)		2,049	89	
Common stock repurchase program	(1,350)			(70)			(8,731)	(1,280)	
Other, net	(1)						4		(1)
Balance, December 31, 2021	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income	2,240				2,238				2
Other comprehensive income (loss), net of tax	(86)					(86)			
Cash dividends declared of \$2.60 per common share	(1,077)				(1,077)				
Equity-based compensation transactions, net	150			75	2		1,555	73	
Common stock repurchase program	(1,500)			70			(9,796)	(1,570)	
Acquisitions and other, net	11						4		11
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15
Consolidated net income	2,276				2,304				(28)
Other comprehensive income (loss), net of tax	32					32			
Cash dividends declared of \$2.80 per common share	(1,136)				(1,136)				
Equity-based compensation transactions, net	169			97	(1)		1,406	73	
Common stock repurchase program	(1,315)			(60)			(7,840)	(1,255)	
Other, net	6						3		6
Balance, December 31, 2023	\$ 6,896	630,282	\$ 6	\$ 5,351	\$ 14,334	\$ (37)	(228,827)	\$ (12,751)	\$ (7)

See Notes to Consolidated Financial Statements.

2022 Financial Statement

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company, and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas
February 7, 2023

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Depletion

Description of the Matter

At December 31, 2022, the Company's landfill assets, net of accumulated depletion, totaled \$7.6 billion and the associated depletion expense for 2022 was \$754 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, airspace utilization factors, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

Landfill – Final Capping, Closure and Post-Closure Costs***Description of the Matter***

At December 31, 2022, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.7 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted and expansion airspace; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 7, 2023

WASTE MANAGEMENT, INC.

CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 351	\$ 118
Accounts receivable, net of allowance for doubtful accounts of \$26 and \$25, respectively	2,461	2,278
Other receivables, net of allowance for doubtful accounts of \$7 and \$8, respectively	291	268
Parts and supplies	164	135
Other assets	284	270
Total current assets	3,551	3,069
Property and equipment, net of accumulated depreciation and depletion of \$21,627 and \$20,537, respectively	15,719	14,419
Goodwill	9,323	9,028
Other intangible assets, net	827	898
Restricted funds	348	348
Investments in unconsolidated entities	578	432
Other assets	1,021	903
Total assets	<u>\$ 31,367</u>	<u>\$ 29,097</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,766	\$ 1,375
Accrued liabilities	1,625	1,428
Deferred revenues	589	571
Current portion of long-term debt	414	708
Total current liabilities	4,394	4,082
Long-term debt, less current portion	14,570	12,697
Deferred income taxes	1,733	1,694
Landfill and environmental remediation liabilities	2,700	2,373
Other liabilities	1,106	1,125
Total liabilities	24,503	21,971
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,314	5,169
Retained earnings	13,167	12,004
Accumulated other comprehensive income (loss)	(69)	17
Treasury stock at cost, 222,396,166 and 214,158,636 shares, respectively	(11,569)	(10,072)
Total Waste Management, Inc. stockholders' equity	6,849	7,124
Noncontrolling interests	15	2
Total equity	6,864	7,126
Total liabilities and equity	<u>\$ 31,367</u>	<u>\$ 29,097</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2022	2021	2020
Operating revenues	\$ 19,698	\$ 17,931	\$ 15,218
Costs and expenses:			
Operating	12,294	11,111	9,341
Selling, general and administrative	1,938	1,864	1,728
Depreciation, depletion and amortization	2,038	1,999	1,671
Restructuring	1	8	9
(Gain) loss from divestitures, asset impairments and unusual items, net	62	(16)	35
	<u>16,333</u>	<u>14,966</u>	<u>12,784</u>
Income from operations	3,365	2,965	2,434
Other income (expense):			
Interest expense, net	(378)	(365)	(425)
Loss on early extinguishment of debt, net	—	(220)	(53)
Equity in net losses of unconsolidated entities	(67)	(36)	(68)
Other, net	(2)	5	5
	<u>(447)</u>	<u>(616)</u>	<u>(541)</u>
Income before income taxes	2,918	2,349	1,893
Income tax expense	678	532	397
Consolidated net income	2,240	1,817	1,496
Less: Net income (loss) attributable to noncontrolling interests	2	1	—
Net income attributable to Waste Management, Inc.	<u>\$ 2,238</u>	<u>\$ 1,816</u>	<u>\$ 1,496</u>
Basic earnings per common share	<u>\$ 5.42</u>	<u>\$ 4.32</u>	<u>\$ 3.54</u>
Diluted earnings per common share	<u>\$ 5.39</u>	<u>\$ 4.29</u>	<u>\$ 3.52</u>

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2022	2021	2020
Consolidated net income	\$ 2,240	\$ 1,817	\$ 1,496
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	3	9	15
Available-for-sale securities, net	(24)	(6)	11
Foreign currency translation adjustments	(65)	(28)	20
Post-retirement benefit obligations, net	—	3	1
Other comprehensive income (loss), net of tax	<u>(86)</u>	<u>(22)</u>	<u>47</u>
Comprehensive income	2,154	1,795	1,543
Less: Comprehensive income (loss) attributable to noncontrolling interests	2	1	—
Comprehensive income attributable to Waste Management, Inc.	<u>\$ 2,152</u>	<u>\$ 1,794</u>	<u>\$ 1,543</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

	Year Ended December 31,		
	2022	2021	2020
Cash flows from operating activities:			
Consolidated net income	\$ 2,240	\$ 1,817	\$ 1,496
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,038	1,999	1,671
Deferred income tax expense (benefit)	49	(77)	165
Interest accretion on landfill and environmental remediation liabilities	112	111	103
Provision for bad debts	50	37	54
Equity-based compensation expense	84	108	94
Net gain on disposal of assets	(21)	(25)	(9)
(Gain) loss from divestitures, asset impairments and other, net	62	(16)	43
Equity in net losses of unconsolidated entities, net of dividends	67	38	60
Loss on early extinguishment of debt, net		220	53
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(329)	28	(179)
Other current assets	(35)	(39)	10
Other assets	42	34	53
Accounts payable and accrued liabilities	393	206	(37)
Deferred revenues and other liabilities	(216)	(103)	(174)
Net cash provided by operating activities	<u>4,536</u>	<u>4,338</u>	<u>3,403</u>
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(377)	(75)	(4,085)
Capital expenditures	(2,587)	(1,904)	(1,632)
Proceeds from divestitures of businesses and other assets, net of cash divested	27	96	885
Other, net	(126)	(11)	(15)
Net cash used in investing activities	<u>(3,063)</u>	<u>(1,894)</u>	<u>(4,847)</u>
Cash flows from financing activities:			
New borrowings	8,688	7,948	9,420
Debt repayments	(7,328)	(8,404)	(9,629)
Premiums and other paid on early extinguishment of debt		(211)	(30)
Common stock repurchase program	(1,500)	(1,350)	(402)
Cash dividends	(1,077)	(970)	(927)
Exercise of common stock options	44	66	63
Tax payments associated with equity-based compensation transactions	(39)	(28)	(34)
Other, net	(4)	49	(20)
Net cash used in financing activities	<u>(1,216)</u>	<u>(2,900)</u>	<u>(1,559)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(6)	2	4
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	251	(454)	(2,999)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	194	648	3,647
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 445</u>	<u>\$ 194</u>	<u>\$ 648</u>
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 351	\$ 118	\$ 553
Restricted cash and cash equivalents included in other current assets	25	7	28
Restricted cash and cash equivalents included in restricted funds	69	69	67
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 445</u>	<u>\$ 194</u>	<u>\$ 648</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2019	\$ 7,070	630,282	\$ 6	\$ 5,049	\$ 10,592	\$ (8)	(205,956)	\$ (8,571)	\$ 2
Adoption of new accounting standards	(2)				(2)				
Consolidated net income	1,496				1,496				
Other comprehensive income (loss), net of tax	47					47			
Cash dividends declared of \$2.18 per common share	(927)				(927)				
Equity-based compensation transactions, net	172			80	1		2,158	91	
Common stock repurchase program	(402)						(3,687)	(402)	
Other, net					(1)		4	1	
Balance, December 31, 2020	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481)	\$ (8,881)	\$ 2
Consolidated net income	1,817				1,816				1
Other comprehensive income (loss), net of tax	(22)					(22)			
Cash dividends declared of \$2.30 per common share	(970)				(970)				
Equity-based compensation transactions, net	198			110	(1)		2,049	89	
Common stock repurchase program	(1,350)			(70)			(8,731)	(1,280)	
Other, net	(1)						4		(1)
Balance, December 31, 2021	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income	2,240				2,238				2
Other comprehensive income (loss), net of tax	(86)					(86)			
Cash dividends declared of \$2.60 per common share	(1,077)				(1,077)				
Equity-based compensation transactions, net	150			75	2		1,555	73	
Common stock repurchase program	(1,500)			(70)			(9,796)	(1,570)	
Acquisitions and other, net	11						4		11
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15

See Notes to Consolidated Financial Statements.

6.3 Format of Qualifications Requirements

6.4 Qualifications of Surety Companies



6.3 and 6.4

6.3 Format of Qualifications Requirements

WM has meticulously followed the required format of this proposal. Please refer to the section noted for the specified information.

<i>a) Letter of Intent</i>	Page i
<i>b) Executive Summary</i>	Page 1
<i>c) Qualifications have been submitted as requested in compliance with Section 6</i>	Sections 6.1 Experience Requirements and 6.2 Financial Requirements in their entirety

6.4 Qualifications of Surety Companies

WM is in full compliance with all stated Surety Company minimum standards.

12. Contractor Litigation Disclosure Form



12. Contractor Litigation Disclosure Form

12. CONTRACTOR LITIGATION DISCLOSURE FORM

Instructions: Please fill out the following form accurately and completely. Failure to disclose any current or past litigation may result in disqualification from the bidding process.

Contractor Information

Company Name: Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers

Contact Person: Larry Berg, Senior Manager Government Affairs

Phone Number: (239) 253-4563

Email Address: lberg@wm.com

Address: 11990 SR-82, Fort Myers, FL 33913

Litigation Disclosure

Have you or your company been involved in any litigation or binding arbitration (collectively "litigation") within the past 5 years? (Please check one)

Yes
No

The Contractor Litigation Disclosure Forms require full disclosure of all claims within the past 5 years, irrespective of the amount in controversy. Reporting under both requirements can be limited to those claims related to "collection, delivery or disposal of solid wastes and recyclables" and which includes a government entity as a party of any kind. (Addendum No. 1)

If "Yes," please provide details below for each litigation case using the forms that follow. N/A

Contractor Litigation Disclosure Form
(continued)

Certification

By submitting this form, I certify that all information provided is true and accurate to the best of my knowledge.

David M. Myhan, President,

Printed Name: Advanced Disposal Services Solid Waste Southeast, Inc., DBA WM of Ft. Myers

Signature: _____

David M. Myhan

Date: April 25, 2024

Submission Instructions

Please submit this form along with your bid documents. Incomplete or inaccurate forms may result in disqualification from the bidding process.

This form is designed to gather essential information from contractors regarding their involvement in any litigation, ensuring transparency and compliance with state regulations during the bidding process in Florida.

Conclusion



Conclusion

Advanced Disposal Services Solid Waste Southeast, Inc. DBA WM of Ft. Myers (WM) is a proactive provider with proven results. Our work throughout 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 service the environmental needs of the City of Sanibel.

We have fulfilled the individual tenets and each requirement of the City's RFP and have organized this proposal in response to each element outlined.

We look forward to a continued business relationship between WM and the City of Sanibel – one that extends far beyond purely business. We strongly invest in our customers and are committed to being your waste solutions provider into the future. We understand your priorities and are well-equipped to continue providing the services and resources you need to achieve your collection and sustainability goals. We will provide tailored services as the City's needs change and grow with you for the life of the contract.

As Sanibel's current provider, WM is intimately familiar with the City's streets and neighborhoods. We understand our City residents and businesses and how they wish to receive service, whether it is a specific cart placement location, outside the-norm requests, or backdoor service. We know the location of every hard-to-find street, dead end, tight turnaround, low tree canopy, and soft-surface roadway. Our skilled drivers have learned how to navigate Sanibel's streets safely and efficiently, mindful of our seasonal residents and visitors who frequent the area. We are here to help the City's visitors, too, lending a helping hand with directions, local knowledge, and always on the lookout for children who are much more focused on enjoying the fun than looking both ways for oncoming traffic. We are community partners, happy to support and contribute to the success of Sanibel.

WM will provide uninterrupted stability backed by innovation, value, and best practices stemming from over four decades of experience. In short, we are Sanibel's ally, and we understand what makes this City so very special.

We truly appreciate your business and the continued opportunity to help build a safe, clean, and more sustainable tomorrow for Sanibel. Thank you for your consideration of our proposal.



**TESTED.
PROVEN.
TRUSTED.**


Appendix 1

REFERENCE CONTRACTS



Appendix 1 - Reference Contracts

Charlotte County



CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
CR BOOK 4438 PAGE 600 PAGE 1 OF 135
INSTR.# 2706497 Doc. Type AGR
Recorded on 15/2019 at 12:44 PM
Rec. Fee RECORDING \$1 15/-50
Cashed By CARLIEG

**Amended and Restated
Exclusive Franchise Agreement
between
Charlotte County, Florida
and
Waste Management Inc. of Florida
for
Collection Services**

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AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT

This Amended and Restated Exclusive Franchise Agreement ("Agreement") is made and entered into this 14 day of May, 2019 by and between Charlotte County, Florida ("County"), a municipal corporation of the State of Florida, and Waste Management Inc. of Florida ("Contractor"), a Florida corporation authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County wishes to continue to use, and the Contractor wishes to continue to provide the Contractor's services for the Collection of certain types of Solid Waste and Recyclable Materials and processing of certain types of Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the County Commission finds that amending and restating the current exclusive franchise of the Contractor, subject to the terms and conditions contained in this Amended and Restated Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the County Commission finds that amending and restating the franchise agreement previously granted to Contractor properly balances (a) the Commission's desire to provide excellent, environmentally-sound Collection Services to the County's residents and businesses, and (b) the Commission's desire to minimize and reasonably allocate the cost of such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree to amend and restate the Franchise Agreement previously entered into by the parties as follows:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

- 1.1. **Administrator** means the County's contract administrator under this Agreement. The Administrator shall be the County employee that is designated by the County Administrator or his/her designee to be the County's official representative in routine discussions with the Contractor regarding this Agreement.

2.3 ENFORCEMENT OF THE FRANCHISE

The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on September 30, 2027, unless this Agreement is terminated earlier.

3.2 COUNTY'S OPTION TO RENEW THE FRANCHISE

The Commission shall have the right to renew and extend this Agreement, at the end of the initial term of this Agreement, unless the Contractor gives written notice to the County pursuant to Section 73, below, that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. This Agreement may be renewed once for a 3-year duration (renewal term). During the renewal term, the County and the Contractor shall be subject to the conditions and limitations that are contained herein, unless the County and the Contractor agree otherwise.

A renewal of this Agreement must be approved by the Commission. The renewal shall constitute an amendment to this Agreement.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the unincorporated area of the County. The City of Punta Gorda and Babcock Ranch (an Independent Special District) provide their own sanitation services and are not included in the Service Area. The Service Area includes the portion of Gasparilla Island located within Lee County. A general map of the Service Area is provided in Exhibit I.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the Service Area after the Effective Date. In instances where unincorporated areas are annexed by a municipality, the rights of the Contractor will be revised in accordance with Section 171.062, Florida Statutes.



IN WITNESS WHEREOF, the County and the Contractor have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

WITNESSES:

Coleen T. Houlahan
Signature

Coleen T. Houlahan, Admin Assist
Printed Name and Title

7 day of May, 2019

Lisa P. Silva
Signature

Lisa P. Silva, Senior Legal Counsel
Printed Name and Title

7 day of May, 2019

ATTEST:

Ronald M. Kaplan
Ronald M. Kaplan, ASST. SECRETARY



WASTE MANAGEMENT, INC. OF FLORIDA

By: David Myhan
Signature

David Myhan, President
Printed Name and Title

7th day of MAY, 2019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By:

Kenneth W. Doherty
Kenneth W. Doherty, Chairman



ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex officio Clerk to the
Board of County Commissioners

By: *Michelle Buadus*
Deputy Clerk *1622019-037*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
ER 17-Case 11111

Collier County

**Franchise Agreement for
Solid Waste, Recyclable Materials, and Yard Trash
Collection Services**

This Franchise Agreement ("Agreement") for Solid Waste, Recyclable Materials, and Yard Trash Collection Services is made and entered into this 8th day of FEBRUARY, 2005, by and between Collier County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Waste Management Inc. of Florida (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, Sections 125.01 (1) and Chapter 403, Florida Statutes, grant the Board of County Commissioners of Collier County (the "Board") the authority to regulate Solid Waste Collection and disposal services in the County; and

WHEREAS, Chapter 403, Florida Statutes, grants the Board the authority to implement a comprehensive recycling program; and

WHEREAS, the Contractor has sufficient resources to provide the Collection Services sought by the County; and

WHEREAS, the Contractor currently provides satisfactory Collection Services for the County pursuant to another agreement; and

WHEREAS, the County desires to use the Contractor's services and the Contractor desires to provide Collection Services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that granting an exclusive franchise for Collection Services is in the public interest, and protects the public health, safety, and general welfare of those to be served by the Contractor, and that the Contractor should be granted an exclusive franchise for the Collection Services required by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the County and the Contractor mutually undertake, promise and agree for themselves, their successors and assigns that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

- 1.104 **Tipping Fee:** the fee charged for the disposal or processing of Solid Waste or Recyclable Materials at a Designated Site.
- 1.105 **Tires:** discarded automotive tires, including rims, but excluding tires that exceed 25 inches in diameter.
- 1.106 **Transition Period:** the period of time between the Effective Date and the Commencement Date.
- 1.107 **Transition Plan:** a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's Collection Service under this Agreement on the Commencement Date.
- 1.108 **Unintentional Damage:** damage caused to containers by an act unlikely, in normal circumstances, to result in said damage. Unintentional Damage includes but is not limited to cases where the wheels of a container fall off or break when the container is handled in the same manner as other containers of the same type.
- 1.109 **Waste Stream:** Garbage, Rubbish, Recyclable Materials, Yard Trash, Construction and Demolition Debris, and other types of Solid Waste.
- 1.110 **White Goods:** large discarded appliances, including but not limited to, refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners.
- 1.111 **Yard Trash:** vegetative matter resulting from landscaping maintenance, including, but not limited to shrub and tree trimmings, grass clippings, palm fronds, branches and stumps. However, such items shall not be considered Yard Trash if they are collected by a Commercial Lawn Care Service.

2 Exclusive Franchise and Term

2.1 Exclusive Franchise Granted

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service within Service District I. No other services shall be exclusive to the Contractor under this Agreement. Among other things, the Contractor's franchise does not include Collection of the Exempt Materials identified in Section 5.18 of this Agreement.

2.2 Term of Franchise Agreement

This Agreement shall take effect and be binding upon the parties from the Effective Date until terminated. The Contractor's Collection Service under this Agreement shall commence on October 1, 2005, which is the Commencement Date. The term of this Agreement shall be eight (8) years, beginning on the Commencement Date and ending at 11:59 pm on September 30, 2013, unless this Agreement is terminated earlier or extended.

2.3 Renewal Option

This Agreement may be renewed by the County for two (2) additional terms of seven (7) years each, unless the Contractor gives written notice to the Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least two (2) years before the expiration of the then current term of this Agreement.

Hillsborough County

**FIRST MODIFICATION FRANCHISE AGREEMENT WITH
WASTE MANAGEMENT INC. OF FLORIDA
FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION
SERVICES (COLLECTION ZONE 2-CENTRAL)**

THIS FIRST MODIFICATION FRANCHISE AGREEMENT is made and entered into this 8th day of December, 2021 by and between Hillsborough County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Waste Management Inc., of Florida a corporation (hereinafter referred to as "Franchise Collector").

WITNESSETH

WHEREAS, on September 1, 2020, the County issued a Request for Proposals ("RFP") for Residential and Commercial Collections Services for the County;

WHEREAS, the Franchise Collector and seven (7) other companies submitted proposal in response to the County's RFP (RFP No.20296,4);

WHEREAS, the Board of County Commissioners of Hillsborough County awarded a franchise to Franchise Collector for Residential and Commercial Collection Services in Collection Zone No. 2 on June 3, 2021;

WHEREAS, the County and Franchise Collector agree to amend certain terms and conditions of the Franchise Agreement to clarify existing provisions of the Franchise Agreement, specifically, Sections 1.3.10 and 2.18.1 to revise the Commencement Date from Tuesday, February 1, 2022 to Monday January 31, 2022; amend Sections 1.3.35 and 1.10.1 to include Dr. Martin Luther King Jr. Day and June 19th observed as Juneteenth Holiday as additional no collection days; add Section 1.21.5 to require the Franchise Collectors to obtain approval from the County to communicate with the residential citizens via social media, direct mail, and/or other types of media; amend Sections 1.23.5 (E), 1.32.3 (C), 1.32.5, 1.36.3, 1.37.1, and 1.40.8 to clarify Franchise Collector's responsibilities; revise Section 2.7.2 (F) to clarify liquidated damages associated with certain deadlines; and to add Section 1.27.11 to require the Franchise Collector to participate in Hillsborough County's Human Trafficking Awareness training program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Franchise Collector agree that they shall be bound by and shall comply with the following provisions of this Agreement:

1. Amend Sections 1.3.10 and 2.18.1 to revise the Commencement Date from Tuesday, February 1, 2022 to Monday, January 31, 2022.

10. **Revise Section 1.40.8 by revising the initial Contract Period from September 30, 2030 to September 29, 2030.**

11. **Amend section 2.7.2 (F) to read as follows:**

Failure to meet the required deadlines in compliance with Section 1.49.6 shall result in an assessment of Two Thousand Dollars (\$2,000) for each Business Day.

This First Modification Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this First Modification to be executed below by their duly authorized representatives.

ATTEST: Cindy Stuart
Clerk of the Circuit Court

COUNTY: Hillsborough County, Florida

BY: *Tyler C. Ditt*
Deputy Clerk



F. M. ...
Chair,
Board of County Commissioners

DATE: December 8, 2021

ATTEST:

CONTRACTOR: Waste Management Inc. of Florida

1st witness to signature
RONALD M. KAPLAN, ASST. SEC.

Printed name of 1st witness

Deborah Felipe
2nd witness to signature

Deborah Felipe
Printed name of 2nd witness

By: *David M. Myhan*
Authorized signature

David M. Myhan
(Printed name of signer)

President
(Printed title of signer)

1800 N. Military Trail, Suite 201
Boca Raton, FL 33431
(Business address of Contractor)

954-284-2035
(Phone number of signer)

October 26, 2021
Date

	Approval	Dge
Legal	<i>[Signature]</i>	<i>10/5/21</i>
Fiscal	<i>Tara Dean</i>	10/5/2021
Director	<i>[Signature]</i>	10/5/21
Procurement	<i>[Signature]</i>	10/18/2021

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 21-1446

be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: COLLIER COUNTY by the Chair of the Board of County Commissioners, duly authorized to execute same, and WASTE MANAGEMENT INC. OF FLORIDA by and through its Vice President, duly authorized to execute same.

DATED: February 10, 2005

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

ATTEST:

DWIGHT E. BROCK, Clerk

Judith A. Beckwith, DC
Deputy Clerk
Attest as to Chairman's
signature only.

By: *Fred W. Coyle*
Fred W. Coyle, Chairman

Approved as to form and

legal sufficiency:

Robert N. Zachary
Robert N. Zachary

Assistant County Attorney

(1) *John L. Berg*
Signature
John L. Berg
Printed/Typed Name

WASTE MANAGEMENT INC. OF FLORIDA,
a Florida corporation

(2) *Terri L. Douglas*
Signature
Terri L. Douglas
Printed/Typed Name

By: *Charles J. Campagna*
Signature
Charles J. Campagna
Printed/Typed Name

Vice President
Printed/Typed Title

(corporate seal)



1/27/05

Lee County Service Area 1

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

and

Advanced Disposal Services Solid Waste Southeast, Inc.

Service Area Number 1

Lee County Contract No. 9892

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

**SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

This Agreement is hereby made and entered into this 29th day of September, 2023, between LEE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and Advanced Disposal Services Solid Waste Southeast, Inc. (the "Contractor"), a Florida corporation, having its principal place of business and address in Florida and authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Lee County, and,

WHEREAS, the County issued a joint Request for Qualification/Request for Proposals ("RFQ/RFP") on December 11, 2009, for Area 1 solid waste collection services, and

WHEREAS, the County selected the Contractor, pursuant to its RFQ/RFP and the Contractor's response thereto, to operate the solid waste collection franchise for Area 1 in accordance with the Solid Waste and Recycling Collection Franchise Agreement between the County and the Contractor ("Franchise Agreement"), which became effective on October 1, 2020; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the County to waive the requirement for Competitive Procurement pursuant to its authority under Section 3.1 of Lee County Ordinance 22-06 and enter into a new Solid Waste and Recycling Collection Franchise Agreement with Contractor for an extended term based on the following findings: Advanced Disposal Services Solid Waste Southeast, Inc. is the incumbent Contractor and maintains a high level of service, the raw costs and cost increase was lower than the risk seen in cost increases seen in relevant Request for Proposal results, and County staff's analysis evidenced that the proposed Area 1 prices were favorable to the County for both price and service; and,

Advanced Disposal Services

WHEREAS, Solid Waste Southeast, Inc. ("Guarantor") has executed the Guarantee set forth in Exhibit I guaranteeing the Contractor's performance of its obligations under the Agreement; and,

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

WHEREAS, the County desires to franchise the services of the Contractor for the operation of the solid waste and recycling collection franchise and the Contractor desires to perform such services as provided herein in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, the Contractor and the County do hereby agree as follows:

1. TERM:

The term of this Agreement shall begin on October 1, 2023 and run for a period of seven (7) years, expiring on September 30, 2030. This Agreement, upon written mutual approval of both Parties, may be extended for one (1) additional three (3) year term with conditions and pricing that are in effect at the time of such Term extension, to continue until termination of this Agreement.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law.

Agreement shall mean this franchise agreement.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

Board shall mean the Board of County Commissions of Lee County, Florida.

Bulk Waste shall mean any non-vegetative (except Christmas Trees) item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Waste.

Can or Garbage Can shall mean any commonly available light gauge steel, plastic, aluminum 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 two handles. A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container

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In Witness Whereof, Lee County, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and Advanced Disposal Services Solid Waste Southeast, Inc., has executed this Agreement all as of the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

DocuSigned by: _____, Clerk
By: Chris Jagodzinski
DEPUTY CLERK

DocuSigned by: _____
By: [Signature]
Chair

DATE: 9/29/2023 | 3:58 PM EDT

Approved as to Form and Legal Sufficiency:

DocuSigned by: _____
By: Amanda Swindle
Office of the Lee County Attorney



Advanced Disposal Services
Solid Waste Southeast, Inc.
Company Name

By: David M. Myhan
Authorized Signature

Witness: Coleen Houlihan
1. [Signature]

Name: David M. Myhan
Title: President

Witness: Nicole Cawley
2. [Signature]

(Corporate Seal)

Lee County Service Area 2

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

and

Advanced Disposal Services Solid Waste Southeast, Inc.

Service Area Number 2

Lee County Contract No. 9893

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

**SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

This Agreement is hereby made and entered into this 29th day of September, 2023, between LEE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and Advanced Disposal Services Solid Waste Southeast, Inc. (the "Contractor"), a Florida corporation, having its principal place of business and address in Florida and authorized to do business in the State of Florida

RECITALS:

WHEREAS, the County is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Lee County, and;

WHEREAS, the County issued a joint Request for Qualification/Request for Proposals ("RFQ/RFP") on December 11, 2009, for Area 2 solid waste collection services; and

WHEREAS, the County selected the Contractor, pursuant to its RFQ/RFP and the Contractor's response thereto, to operate the solid waste collection franchise for Area 2 in accordance with the Solid Waste and Recycling Collection Franchise Agreement between the County and the Contractor ("Franchise Agreement"), which became effective on October 1, 2020; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the County to waive the requirement for Competitive Procurement pursuant to its authority under Section 3.1 of Lee County Ordinance 22-06 and enter into a new Solid Waste and Recycling Collection Franchise Agreement with Contractor for an extended term based on the following findings: Advanced Disposal Services Solid Waste Southeast, Inc. is the incumbent Contractor and maintains a high level of service, the raw costs and cost increase was lower than the risk seen in cost increases seen in relevant Request for Proposal results, and County staff's analysis evidenced that the proposed Area 2 prices were favorable to the County for both price and service; and,

Advanced Disposal Services

WHEREAS, Solid Waste Southeast, Inc. ("Guarantor") has executed the Guarantee set forth in Exhibit I guaranteeing the Contractor's performance of its obligations under the Agreement; and,

WHEREAS, the County desires to franchise the services of the Contractor for the operation of the solid waste and recycling collection franchise and the Contractor desires to perform such services as provided herein in accordance with the terms of this Agreement.

DocuSign Envelope ID: 37486AE3-76A7-45AD-89C1-A0A42C17D7F8

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, the Contractor and the County do hereby agree as follows:

1. TERM:

The term of this Agreement shall begin on October 1, 2023 and run for a period of seven (7) years, expiring on September 30, 2030. This Agreement, upon written mutual approval of both Parties, may be extended for one (1) additional three (3) year term with conditions and pricing that are in effect at the time of such Term extension, to continue until termination of this Agreement.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law.

Agreement shall mean this franchise agreement.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

Board shall mean the Board of County Commissions of Lee County, Florida.

Bulk Waste shall mean any non-vegetative (except Christmas Trees) item which cannot be containerized, bagged, or bundled, including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Waste.

Can or Garbage Can shall mean any commonly available light gauge steel, plastic, aluminum 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 two handles. A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed forty (40) gallons in nominal capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated Collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the County. A suitable cardboard box may also be used as a Garbage Can, provided the contents do not contain a level of moisture as to saturate the box and

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In Witness Whereof, Lee County, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and Advanced Disposal Services Solid Waste Southeast, Inc., has executed this Agreement all as of the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

DocuSigned by:
Chris Jezdzinski
By: _____
DEEAG669F178P449
DEPUTY CLERK

DocuSigned by:
[Signature]
By: _____
G96468F9BF9F426
Chair

DATE: 9/29/2023 | 3:58 PM EDT

Approved as to Form and Legal Sufficiency:

DocuSigned by:
Amanda Smiddy
By: _____
Office of the Lee County Attorney



Advanced Disposal Services
Solid Waste Southeast, Inc.
Company Name

By: *David M. Myhan*
Authorized Signatory

Witness: Coleen Houlihan
1. *Coleen Houlihan*

Name: David M. Myhan
Title: President

Witness: Nicole Cawley
2. *Nicole Cawley*

(Corporate Seal)

Martin County

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback



SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND THE CONTRACTOR FOR GOODS AND SERVICES

The attached SOLID WASTE FRANCHISE AGREEMENT is effective the 12th day of January in the year 2021 between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996, and

The CONTRACTOR: Waste Management Inc. of Florida d/b/a Waste Management of Martin County (hereinafter CONTRACTOR)

The Contract Name: Solid Waste Franchise Agreement

The Contract Term: Eight (8) years for the initial term plus three (3) renewal options for two (2) years each (maximum 6 years of renewals)

2.3 ENFORCEMENT OF THE EXCLUSIVE FRANCHISE

The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

2.4 NON-EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted a non-exclusive franchise for the Collection of the following materials: (a) Source Separated Recyclable Materials, Bulky Waste, and Yard Trash generated on Commercial Property; (b) Land Clearing Debris; and (c) Construction and Demolition Waste. At its option, the Board may grant any other Person a non-exclusive franchise for the Collection of any or all of these materials.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement expires or is terminated. The initial term of this Agreement shall begin on the Commencement Date (October 1, 2021) and shall expire on September 30, 2029, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

The Board shall have the right to renew and extend this Agreement at the end of the initial term of this Agreement and at the end of each renewal term, unless the Contractor gives written notice to the County in compliance with Section 76, below, that the Contractor is not willing to renew this Agreement and such notice is delivered at least five hundred and fifty (550) days before the end of the then current term of the Agreement. Each renewal term shall be two (2) years in duration, unless the County and the Contractor agree to a longer term, but the cumulative duration of all renewal terms shall not exceed six (6) years. During the renewal term the County and the Contractor shall be subject to the conditions and limitations contained herein, unless the County and Contractor agree otherwise.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the unincorporated area of the County. A general map of the Service Area is provided in Exhibit I.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted from time to time as a result of actions by the Board or other Persons. Similarly, the boundaries of the Service Area may be adjusted if lands are added to or removed from the County pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification.

SECTION 79: MANAGEMENT OF CONTAMINATED RECYCLABLE MATERIAL

Pursuant to Section 403.706, Florida Statutes, the County is hereby adopting a definition of Contaminated Recyclable Material that is appropriate for the local community. The definition of Contaminated Recyclable Material shall be the same as the definition in Section 16.3, above, for an Unacceptable Amount of Non-Conforming Material. More specifically, Contaminated Recyclable Material means thirty percent (30%) or more of the contents of a Recycling Container are Garbage and/or other Non-Conforming Material. The County plans to reduce the amount of Contaminated Recyclable Material being collected in the County primarily by implementing public education and outreach programs. The Contractor will assist the County in this effort by paying an annual fee pursuant to Section 41.2, above. This annual fee will be used to reimburse the County for the County's public notices and educational services concerning the County's Recycling programs. Sections 15 and 16, above, describe the basic procedures that the Contractor shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. These actions constitute the educational and enforcement measures that the Contractor is responsible for implementing when providing Collection Services under this Agreement. Leaving the Contaminated Recyclable Material in the Recycling Container at curbside is the Contractor's remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Container. The County is responsible for implementing educational and enforcement programs, as the County deems appropriate in light of its funding and other constraints, and thus promoting proper Recycling techniques. Subject to its budgetary and other constraints, the County intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage Customers to "recycle right."

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.


ATTEST


Carolyn Fimmann
Clerk of Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


Stacey Hetherington
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Sarah W. Woods
County Attorney

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA (DBA WASTE MANAGEMENT OF MARTIN COUNTY)

[Signature]
Signature

James F. Lembros, Vice President
Printed Name and Title

8th day of January, 2021

By: [Signature]
Signature

David M. Myhan, President
Printed Name and Title

8th day of JANUARY, 2021

[Signature]
Signature

RANDY L. HEYER
Printed Name and Title

8th day of JANUARY, 2021



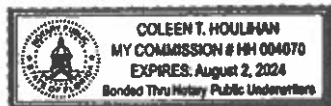
STATE OF Florida)
) SS:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared David M. Myhan as President of Waste Management Inc. of Florida, a Florida corporation authorized to do business in the State of Florida, and he/she acknowledged and executed the foregoing Solid Waste Franchise Agreement as the proper official of Waste Management Inc. of Florida d/b/a Waste Management of Martin County, for the uses and purposes mentioned in it, and confirmed that the instrument is the act and deed of that company. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 8 day of January, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:



City of Punta Gorda

**AGREEMENT #R2014104/SVC-RECYCLING/1516
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 17 day of June in the year 2015 by and between:
The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter "CITY") and

Waste Management Inc. of Florida
25515 Old Landfill Road
Port Charlotte, FL 33980
(941) 235-5317

(Hereinafter "CONTRACTOR")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Work under the Agreement Documents may be the whole or only a part is generally described as follows:

RESIDENTIAL AND CITY FACILITY RECYCLING PROGRAM

EMERGENCY EVENT OPERATIONS CONTINGENCY - The CITY reserves the right to request and utilize the Contractor's services under this Agreement during Emergency Events as may be deemed necessary by the City.

ARTICLE 2. - CITY STAFF RESPONSIBILITIES

REPRESENTATIVE - Kathleen Mahar, Sanitation Supervisor, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR - Sr. Purchasing Agent or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM AGREEMENT

A. **AGREEMENT TERM:** This Agreement shall be for a FIVE (5) year period, which shall commence on October 1, 2015. However, CONTRACTOR agrees to perform pre-Agreement preparation services prior the commencement date to ensure the program is operational on October 1, 2015. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. **FISCAL YEAR PURCHASE ORDER:** CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence at prices quoted per the Agreement.

C. **APPROPRIATION OF FUNDS:** If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – SERVICE HOURS/RESPONSE TIME

A. The CITY and the CONTRACTOR mutually agree to ON-SITE response times of:

- (1) Non-Emergency Services during standard contract hours: four (4) hours to respond;
- (2) Emergency Services during standard contract hours: four (4) hours to respond; and
- (3) Emergency Services after hours/holiday hours: four (4) hours to respond.

B. Response timeframes shall begin at the time the CITY first notified the CONTRACTOR by telephone.

ARTICLE 5. – RIGHT TO REQUIRE PERFORMANCE

A. Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

B. In the event of a violation of any part of this Agreement by the CONTRACTOR, the CITY shall, among other remedies available under law, have the legal remedy of specific performance in order to enforce the provisions of this Agreement to prevent any interruption of service to the residents of the CITY. In the event that a dispute arises between the CITY and the CONTRACTOR relating to this Agreement, performance, or compensation hereunder, the CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by the CITY, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

C. **PERFORMANCE DEFICIENCIES** - The CITY and the CONTRACTOR mutually agree response time compliance and performance compliance are critical and failure to provide service in accordance with this Agreement is a detriment to CITY services and the public. Therefore, the CONTRACTOR agrees to credit the CITY for deficiencies not remedied or for failure to complete the work as assigned or designated in the scope of work. Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, and shall be applicable to any other amounts due to the contractor.

All complaints shall promptly be resolved pursuant to the provisions of the Agreement. In the event legitimate complaints (deficiencies), whether ultimately resolved or not, as determined by the CITY REPRESENTATIVE or CONTRACT MANAGER, exceeds two percent (2%) of the total collection customers within the CITY serviced by the CONTRACTOR during any Agreement year, or one percent (1%) of the total collection customers within the CITY serviced by the CONTRACTOR during any one calendar month, the CITY may levy liquidated damages for subsequent incidents within that month or year.

H. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

I. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.


IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of the Agreement Documents have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.


Witness

Address for giving Notices:

Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
Attn: President

CONTRACTOR – WASTE MANAGEMENT INC. OF FLORIDA

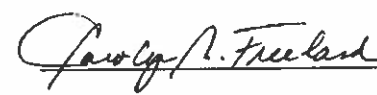
By: 
Print Name: Tom Hawkins
Date: 6-11-15


Witness

Address for giving Notices:

Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

CITY OF PUNTA GORDA

By: 
Print Name: CAROLYN M FREELAND MAJOR
Date: 6/17/15

**AMENDMENT 1
AGREEMENT #R2014104/SVC-RECYCLING/1516**

THIS AMENDMENT IS TO THE ORIGINAL AGREEMENT effective June 17, 2015, and is dated as of October 21, 2020, by and between:

The City of Punta Gorda
326 West Marlon Ave.
Punta Gorda, FL 33950
(941) 575-3302

(hereinafter called **CITY**); and

Waste Management Inc. of Florida
25515 Old Landfill Road
Port Charlotte, FL 33980
(914)235-5317

(hereinafter called **CONTRACTOR**)

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 6 - Cancellation of Contract – Termination of Agreement, Revise Section B-1, and Article 7 - Agreement Pricing – Price Adjustments, Revise Section C-3(a) and Section C-5(b).

The original agreement is amended to revise the following sections to reflect the following changes.

Revise Article 6, Section B-1 to read:

1. The CITY may terminate this Agreement for any reason and without cause by giving one hundred twenty (120) calendar days written notice to CONTRACTOR. The notice shall state the date on which such termination shall become effective. The CITY's obligation to the CONTRACTOR shall be limited to payment for all services performed prior to the effective date of the termination and not previously compensated. Upon such termination, CONTRACTOR will be compensated for the value of the services performed to the date of termination.

Revise Article 7, Section C-3(a) to read:

- a. The requested adjustment shall be submitted in writing to the CONTRACT ADMINISTRATOR a minimum of one hundred fifty (150) calendar days prior to the end of the current contract year.

Revise Article 7, Section C-5(b) to read:

- b. In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR will compare the requested price increase with the CPI Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request. If justified and approved, this request will become effective on October 1st of the subsequent year of the Agreement. In the event a mutually agreeable price adjustment is not approved, the City and the Contractor each reserve the right to cancel the balance of the contract by providing written notice to the other party with a minimum of one-hundred and twenty (120) calendar days' notice prior to the end of the current contract year, effective October 1st of the subsequent year of the Agreement.

The terms and conditions set forth in the original agreement (Exhibit A) shall remain in force.

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REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have signed this Amendment in duplicate. One counterpart each has been delivered to **CITY FILE** and **CONTRACTOR**. All portions of the Amendment Documents have been signed or identified by **CONTRACTOR** and **CITY** or by **REPRESENTATIVE** on their behalf.

This Amendment will be effective on the date first written above on Page One of this Amendment.

CITY OF PUNTA GORDA

WASTE MANAGEMENT INC. OF FLORIDA

BY: [Signature]
Name:

BY: [Signature]
Name: **DAVID M. MYHAN, PRES.**

WITNESS: [Signature]
David M. Lewis

WITNESS: [Signature]

ADDRESS FOR GIVING NOTICES:
326 West Marion Avenue
Punta Gorda, FL 33950

ADDRESS FOR GIVING NOTICES:
25515 Old Landfill Road,
Port Charlotte, FL 33980

Appendix 2

LETTERS OF REFERENCE



Appendix 2

As a trusted environmental solutions partner for our customers throughout Florida, we know and are prepared to provide services for local needs and requirements. WM is proud to prove that with these letters of recommendation from some of our municipal customers.

Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division

June 10, 2019

To Whom It May Concern:

On behalf of the Public Utilities Department's Solid and Hazardous Waste Management Division (SHWMD), I would like to commend Waste Management Inc. of Florida for their environmental stewardship in Collier County through our public/private partnership. Waste Management Inc. of Florida has been instrumental in maintaining the County's standards towards community cleanliness, contributing to the successful ranking of one of the best places in the nation to live, work, and play.

Waste Management Inc. of Florida maintains the mission and guiding principles set forth by the Collier County Board of County Commissioners by providing best value services and participating in material reuse and recycling. Collier County has accomplished many milestones through this public/private partnership, including the increase of the countywide recycling rate to 68%, the construction of the landfill gas to energy facility, the investment of a compressed natural gas vehicle collection fleet, and most recently, the Solar Belly pilot program by providing 24 solar-powered trash and recycle compacting units at several of the County's beaches and marinas.

Additionally, Waste Management Inc. of Florida is an active participant within the community and partners with Collier County and local non-profit organizations, including, but not limited to, Keep Collier Beautiful and Goodwill, on annual round-up and clean-up events, such as, Coastal Clean-up, Bay Days, America Recycles Day Round-Up, and Earth Day Round-Up. These grassroots and sustainable initiatives provide an intangible approach towards conservation, allowing Collier County to provide best value services at the lowest rate possible.

Waste Management Inc. of Florida employees are extremely pleasant to work with, willing to help, and we are confident in their ability to support and assistance, through superior and timely responses. They have an excellent rapport with the many constituents served by our office including clients, fellow employees, and professional organizations. Waste Management Inc. of Florida is an asset to any community in which they provide services.

Sincerely,

Kari Ann Hodgson, P.E.
Division Director
Solid & Hazardous Waste Management



Solid and Hazardous Waste Management Division • 3339 Tamiami Trail East, Suite 302 • Naples, Florida 34112-5381 • 239-252-2500 • FAX 239-774-0222



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

DOUG SMITH	Commissioner, District 1	LARYN KRZYDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	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,

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





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



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



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

June 21, 2019

Re: Letter of Recommendation

To Whom It May Concern:

Waste Management has been providing Charlotte County solid waste collection service since 1998. They have an exclusive franchise agreement for the collection of garbage from both residential units and commercial accounts in Charlotte County.

The service area is all the unincorporated area of Charlotte County and a portion of Gasparilla Island that is located within Lee County. The total area serviced is approximately 640 square miles. Waste Management provides residential curbside garbage, recycling and yard debris service to approximately 89,800 residential units, and additionally provides commercial and roll-off services to approximately 2,640 accounts.

The level of service provided to unincorporated Charlotte County consists of a once per week collection of garbage, recycling and yard debris pick-up. Additionally, they provide disposal of electronics, white goods and up to 20 cubic yards of bulk collection per fiscal year. The service provided by Waste Management to the community has been outstanding to this point with a complaint rate of .33% that are mostly generated by missed pick-ups that are a combination of residents not putting garbage out on time and are attributed to misses by Waste Management. Complaints that are received are resolved within 24 hours if not the same day. The relationship between Charlotte County staff and Waste Management has been exceptional.

Sincerely,

Raymond J. Sandrock

County Administrator

ADMINISTRATION

18500 Murdock Circle, Suite 538 | Port Charlotte, FL 33948-1068
Phone: 941.743.1944 | Fax: 941.743.1554

