

CITY OF KEY WEST

Solid Waste Transportation, Disposal and Recycling RFP 25-016 | July 23, 2025, 3:00 PM

SUBMITTED BY

Waste Management Inc. of Florida

CONTACT

Jason Neal | Senior Account Executive - Public Sector (305) 986-6107 | jneal2@wm.com





July 23, 2025

City of Key West 1300 White Street Key West, FL 33040

Attn: Lucas Torres-Bull, Procurement Manager

Dear Mr. Torres-Bull:

Waste Management Inc. of Florida (WM/WMIF) first thanks the City of Key West (the City) for your business for over two decades. We value our relationship and are committed to earning your continued trust for the implementation of this proposal for the City's RFP 25-016 for Solid Waste Transportation, Disposal and Recycling.

As requested, we provide the following information for your review.

Firm Overview	WM is a leading provider of environmental solutions. Our Florida headquarters are located at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 and our local WM facility that would continue to service this contract is here in Key West at 125 Toppino Industrial Dr. As Key West's current provider, WM combines proven expertise with deep local knowledge to enhance our advanced waste and recycling solutions. Greg Sullivan and Jason Neal will deliver invaluable continuity as your WM account management team, supported by a local Florida-based team that manages the largest network of disposal and processing facilities in the state.
Contact Information	Greg Sullivan, Senior District Manager(305) 797-3355 <u>gsulliva@wm.com</u> Jason Neal, Government Affairs Director, (305) 986-6107 <u>jneal2@wm.com</u> Bulk Environmental & Industrial, 3355 NW 41 st St., Miami, FL 33142 <u>bulkenvironmental.com</u>
Statement of Compliance	We confirm our full capability and commitment to deliver all services outlined in this RFP, in strict adherence to its requirements, specifications, and attachments - backed by over 20 years of firsthand knowledge serving Key West.
Scope of Work Summary	With our truly local presence and the closest feasible solid waste (MSW) and recycling facilities, WM will continue delivering efficient, compliant, experience-driven services from the Key West Transfer Station, using our network and expertise to ensure seamless operations and avoid a disruptive transition. WM's company-owned disposal and processing assets will continue to ensure that the City's materials will be handled responsibly through the agreement term.

Personally, I sincerely thank you for your continued business. Our proposal is valid for 365 calendar days, and we're ready to begin service under the new contract on January 1, 2026. We're committed to exceeding your expectations and look forward to continuing to serve Key West. Please feel free to contact me, Jason, or Greg at any time.

Sincerely,

David M. Myhan, President, Waste Management Inc. of Florida

(954) 984-2035 | dmyhan@wm.com

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Tab 2: Management Team

Key Personnel

Greg Sullivan, Senior District Manager, 125 Toppino Industrial Dr., Key West, FL 33040 (305) 434-9140 | gsulliva@wm.com



Greg Sullivan brings over 40 years' experience in the solid waste industry and over 30 years in the Keys to the City every day. No one else comes close to matching Greg's combination of industry experience and knowledge of the unique challenges of providing the full gamut of solid waste and recycling services in Key West and Monroe County, including residential, multi-family, commercial, bulk waste, and rolloff compaction.

As a long time, civic minded, Key West resident, Greg is a true local. As Senior District Manager, he oversees all trash, yard waste and recycling service for Key West's 14,500 residents as well as the operations of the Key West transfer stations – and has developed this expertise over for over 30 years. This vast experience includes daily oversight and management of the scope of services in this RFP: solid waste and recyclable materials transportation, disposal, and processing.

Greg has not only supervised WM's efforts but has also been boots on the ground during hurricanes and service recovery efforts. His accomplishments also include certifications as both a transfer station operator and landfill operator for the State of Florida. Additionally, Greg prides himself on being a true community participant as is evidenced by his involvement in the following local organizations.

Member, Sunrise Rotary, past President, 2006	Vice Chair - Board of Keys Federal Credit Union
Membership Chair, Military Affairs Committee past Chair	Board Member, Key West Chamber of Commerce and 3-time past President
Board Member, Mel Fisher Museum	Board Member - A Positive Step

Jason Neal, Government Affairs Director, 3401 NW 110 St., Miami, FL 33167



(305) 986-6107 | JNeal2 @WM.com

Jason will serve to support the staff of WM's Key West and Monroe County operations. In this role. He will assist with many areas, such as compliance sustainability, educational outreach, and an additional company liaison to Village officials. Jason has over 30 years' experience in the solid waste and recycling industry, all with WM in South Florida, and has overseen multiple municipal franchises, along with the largest

recyclable materials processing contract in South Florida. Jason earned his bachelor's degree as well as an MBA from Florida International University in Miami, Florida.

Jason will assist coordinate recycling and sustainability outreach and educational efforts with Shiraz Kashar and the local WM Key West team.



The following most relevant members of the WM Executive Team stand behind WM of the Florida Keys to bring WM's resources to Key West. All members of the team have reviewed this proposal and the requirements of this RFP. The entire team is committed to the City's continuing success.

David Myhan, President, Waste Management Inc. of Florida



David's 31-year WM career has earned him the position of President of Waste Management Inc. of Florida (WMIF). With a statewide staff of over 5,000 employees, Mr. Myhan oversees the operations of WM's Florida Area, including all solid waste and recycling collection, transportation, disposal, and processing services.

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.

Michael DeClerck, Florida Director of Recycling Operations

Waste Management Inc. of Florida(585) 303-8464 | mdeclerc@wm.com

Mike is in his 35th year in the solid waste industry and has experience across several disciplines including post-collection operations, collection operations, public sector, and marketing. Mike has been with WM since 2005.

Mike is an eight-time nominee and three-time winner of WM's highest recognition program – the Circle of Excellence. In May 2024, he was selected as the recipient of WM's highest individual honor – the Big Eagle Award. Mike received this award to recognize his expertise and achievements within the Recycling Operations realm. Past positions held at WM include Sr. District Manager – Collection Operations, Public Sector Municipal Solutions, Market Area Marketing Manager, Route Manager, Operations Customer Satisfaction Manager, Transfer Station and Recycling Facility Manager.

Mike will oversee all recycling processing operations for services provided under this RFP. This includes processing at the existing WM Reuter Recycling facility that currently processes the City's recyclables, as well as the new adjacent \$80+ million facility that will come online in 2026 as the largest facility of its type in the Southeastern U.S., complete with advanced, state-of-the-art technology for even higher efficiency and quality of processed materials.

David Phillips, MBA, P.E. LEED AP BD+C, Florida Director, Disposal Operations



(239) 455-8062 | dphilli92 @wm.com

David started his career with WM in the Corporate Disposal Operations Management Trainee (DOMT) program in 2012, which helped provide him with the necessary skill sets to lead his solid waste teams working alongside many of our municipal customers.

In his current role, he serves as the Post Collections Director for the Florida Market Area, responsible for all active landfills within the Area. He is a licensed civil professional engineer, a USGBC LEED accredited professional and has enjoyed supporting his landfill teams since 2012 finding sustainable solutions for a better tomorrow.



Kenny Caldararo, WM Reuter Recycling Facility Plant Manager

20701 (954) 7

20701 Pembroke Rd., Pembroke Pines, FL 33029 (954) 798-9353 | <u>KCaldara@wm.com</u>

Kenny Caldararo serves as the Plant Manager at WM's Reuter Recycling Facility, bringing over two decades of hands-on experience and leadership in recycling operations. In this role he continues to apply his deep operational knowledge and commitment to excellence. His leadership has consistently delivered strong results for the company, and he remains focused on growing with WM and achieving goals that benefit both the organization and the communities it serves.

After relocating to Florida in 1999, Kenny began his journey with WM as an Operations Manager, overseeing a team of more than 100 employees. Over the years, he has played a key role in managing and evolving the daily operations of a single stream recycling facility, staying at the forefront of industry advancements and continuously training his team to adapt to new recycling processes.

Outside of work, Kenny is a proud husband of 44 years, a devoted father, and a grandfather to two wonderful grandsons.

Yosbel Iglesias Martinez, WM Recycling South Florida Facility Plant Manager



(954) 988-2614 | yiglesi1 @wm.com

Yosbel Iglesias Martinez stepped into his new role as Plant Manager of WM Recycling South Florida in May 2025, bringing over 11 years of experience and dedication to WM. In this leadership position, Yosbel is responsible for overseeing the full operation of the new South Florida recycling facility, which is on track to open in early 2026. He will lead the

team with a strong focus on safety, environmental compliance, financial performance, production, and continuous operational improvement. Yosbel will also play a key role in collaborating with WM's Public Sector and Communications teams to proudly introduce the new facility to municipal and public partners.

Prior to this role, Yosbel served as Plant Maintenance Manager at WM Reuter Recycling, where he also began his WM journey as a Maintenance Technician. His deep knowledge of processing plants is complemented by his background in the electric power and energy infrastructure industries. Outside of work, Yosbel enjoys quality time with his wife, Mayte, their son Lucas, and their spirited dog, Rhino.

David Collins, Senior District Manager, WM's Okeechobee Landfill Facility Manager



(863) 254-1927 | dcollin2 @wm.com

David Collins brings over 25 years of landfill operations experience, all at high-volume sites processing over 5,000 tons per day. He began his career with WM in 1999 as an equipment operator at the Okeechobee Landfill and has steadily advanced through roles

including Lead Operator, Operations Manager, and District Manager. Today, David serves as the Senior District Manager at Okeechobee Landfill Inc., where he is responsible for overseeing all aspects of landfill operations.

With a decade of leadership experience at Waste Management and a deep understanding of landfill systems, David is known for his operational expertise, commitment to environmental compliance, and dedication to safety and efficiency.



J. Michael Moore, WM's Medley Landfill & Recycling Center Manager



(305) 913-0034 | jmoore38@wm.com

J. Michael Moore is a seasoned operations executive with over 35 years of leadership experience in solid waste management, municipal operations, and public and private sector infrastructure. He has held key management roles with the City of Miramar and Miami-Dade County, where he led major efficiency improvements, capital projects, and

economic development initiatives. During his tenure with the Miami-Dade County Department of Solid Waste, he managed services for over 350,000 residents and oversaw two county-owned landfills.

Michael joined WM over five years ago and currently serves as Senior District Manager at WM of Florida, where he oversees landfill operations, regulatory compliance, and community engagement. He manages the WM Medley Landfill, which serves as the backup facility in this proposal. Michael holds a B.S. in Professional Administration, is Six Sigma Green Belt certified, and is a licensed FAA private pilot.

WM's Hauling Subcontractor for Key West Services

Bulk Environmental & Industrial, 3355 NW 41st St, Miami, FL 33142, USA | bulkenvironmental.com

Our long-term relationship with Bulk Environmental & Industrial supplements our efforts with the necessary 100 yard trailers to deliver efficient Key West transport services, Founded in 1993, Bulk Environmental & Industrial (formerly Bulk Express Transport) specializes in long-haul transport, collection, and loading of waste and materials across the Southeastern U.S. Currently Bulk and related companies possess 810 tractors and 1,073 trailers in the fleet, and will provide an average of nine trailers each day for the scope of services in this RFP.

- Bert Luer, Business Development Manager, (305) 637-5567 | Bert.Luer@bulkexopress.com
- Byron Hurtado, Vice President of Operations: byron.hurtado@bulkexpress.com
- Jack Montero, Chief Commercial Officer: jack.montero@bulkexpress.com
- Danny Singleton, Executive Vice President of Operations: danny.stapleton@bulkexpress.com

Drew Transport Services, LLC, 3531 E. 4 Avenue, Tampa, FL 33605

Drew Transport provides contingency hauling in the unlikely event there is ever a need. As is the case with the proposed disposal and processing facilities, WM always prepares for backup contingencies in order to provide continuity of service for the communities that we serve.

Firm Background

WM brings reliable, responsive service to Key West through our WM of the Florida Keys operations. With more than 60 years of experience in Florida, we proudly serve residential, municipal, commercial, and industrial customers – and we are ready to continue to support Key West with the same level of care and consistency.

Waste Management Inc. of Florida

Corporate Structure: Indirect subsidiary of Waste

Management, Inc.

State of Incorporation: Florida

Date of Incorporation: March 1964

Hauling District: WM of the Florida Keys

Address: 125 Toppino Industrial Dr., Key West, FL 33040

Your service will continue to be managed locally from our office right here in Key West, giving you direct access to experienced teams and the full strength of WM's operational, financial, and technical resources. That means speedy support, smooth service, and a team that understands your needs from the ground up.



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

An industry-leading network of company-owned transfer, disposal, and processing facilities, financial stability, and local Key West operational experience and presence make WM the ideal choice to continue as the City's environmental service provider. The WM of the Florida Keys team is committed to the City of Key West and delivering service that is local, responsive, and built around the City's goals.

Project Experience

WM brings unmatched, firsthand experience in providing the exact services outlined in this scope because we're already doing it, every day, for the City of Key West. Our ongoing work is the clearest and most quantifiable demonstration of our ability to perform. We've delivered consistent, uninterrupted service across all waste streams, including MSW, C&D, Outlands, Yard Waste, Recyclables, Metals, and Tires, all while meeting the City's operational, reporting, and pricing requirements. And with WM's ownership of the most important facilities for solid waste disposal and single stream recyclable materials processing, the City can secure the capacity needed for these materials throughout the entire term, without risk. WM's multimillion dollar investments in RNG at its landfills and in a brand new recycling plant further demonstrate the beneficial re-use of the various materials generated in the City.

There's no learning curve, no transition period, and no guesswork. We understand the City's systems, expectations, and service rhythms because we're already fully integrated into them. Our team is familiar with the Transfer Station operations, vehicle ID protocols, automated kiosks, and invoicing processes based on City-generated scale reports. We've proven our ability to adapt to monthly and annual pricing adjustments, maintain a responsive fleet, and deliver reliable results - without disruption.

Simply put, the City of Key West is our best reference. The work we do here every day is the strongest evidence of our capability, commitment, and readiness to continue delivering exactly what's needed.

Resumes

Please refer to the information provided above for WM professionals.

WM Who We Are and our 2025 Sustainability Report

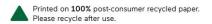
When space is limited, there is no better depiction of WM than our Sustainability Report, which coincidentally was released this week.

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





To view WM's 2025 Sustainability Report, scan the above QR code or visit sustainability.wm.com





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

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

With sustainability at the center of everything we do, we feel prepared for today and the future. After studying this graphic and then reading the progress and achievements detailed in our 2025 Sustainability Report available at <u>sustainability.wm.com</u>, we believe you will feel the same.





Tab 3: Project Management Plan

Scope of Work Narrative – WM Services for the City of Key West

WM is proud to continue supporting the City of Key West **since 2004**, **so for over 20 years** we've focused on continually improving services for reliable, full-service waste transportation, disposal, and recycling. WM is fully equipped to keep delivering the high-quality service you expect—efficiently, responsibly, and with a strong focus on sustainability.

We currently handle all major waste streams for the City, including Municipal Solid Waste (MSW), Construction & Demolition Debris (C&D), Outlands, Yard Waste, Single Stream Recyclables, Metals, and Waste Tires. Our pricing is straightforward and all-inclusive, covering both transportation and tipping or processing fees. As proposed, the City will also receive a revenue share in the value single stream materials, which will help reduce the processing cost.

As the current contracted operator of the Key West Transfer Station, WM provides comprehensive management of scheduling and transportation for an average of nine (9) loads of various materials per day. This streamlined approach saves the City time and ensures efficient, fully coordinated services.

To keep things fair and transparent, we apply a pricing adjustment schedule that reflects real-world changes in fuel and consumer costs. For all services except single stream recycling, a fuel adjustment based on the Lower Atlantic (PADD 1C) No. 2 Diesel Retail Prices will be calculated and applied each month. Pursuant to the City's clarification #3 in the Addendum, the Base Rate for all services pricing will be increased annually, using the Consumer Price Index (CPI) for Water, Sewer, and Trash Collection Services, with a maximum increase capped at 6% per year. Pricing for single stream recyclable materials will have two options, an all-inclusive flat fee and a processing fee with a revenue share component. In both options, there will be no separate fuel adjustment, but the CPI described above will apply each year.

We will continue to make sure the right number and type of transport vehicles are always available, based on direction from the City's Collections and TS Ops Contractor, which is WM! Maintaining the same service provider for both transfer station operations and for material transfer, disposal, and processing eliminates confusion and conflicts, ensuring continued proven, reliable service. Our subcontracted fleet is well-maintained, responsive, and ready to meet the City's needs, whether it's a regular day or a high-demand period. Based on our 20 years' experience, an average of nine (9) trailers a day are anticipated.

For billing, we keep things simple and accurate. We base our invoices on the City's own reports from the Transfer Station scales, so everything lines up clearly and consistently. We also provide full documentation to support each invoice, making the process smooth and transparent.

Lastly, we've integrated all our subcontracted haul-out vehicles and trailers from Bulk Express into the City's Data Management System, so they're fully compatible with the automated kiosk system. This helps keep everything running efficiently and ensures accurate tracking of all movements in and out of the Transfer Station.

WM is committed to continuing to deliver high-quality, compliant, and cost-effective waste management services to the City of Key West. Our operational readiness, pricing transparency, and data-driven approach ensure a reliable collaboration that will continue to support the City's sustainability and service goals. And only WM can remain focused on services versus transition uncertainties.



Management Plan for Key West

Following transport from the City of Key West Solid Waste Transfer Station at 161 Toppino Industrial Drive, the listed materials will be coordinated for transport, hauled, and delivered to these facilities offering streamlined communication, logistical convenience and operational excellence.

	Primary and Backup (BU) Facilities	Operation / Materials			
	Key West Transfer Station				
	WM of the Florida Keys, 125 Toppino Industrial Dr., Key West, FL 33040	Contract Coordination			
Bulk Enviro	nmental & Industrial, 3355 NW 41st St, Miami, FL 33142	Primary Hauling			
Drew Tra	nsport Services, LLC, 3531 E. 4th Avenue, Tampa, FL 33605	BU Hauling			
	Destination Locations				
	WM Reuter Recycling Facility, 20701 Pembroke Rd., Pembroke Pines, FL 33029 OPENING 1Q 2026 as the new and improved WM Recycling South Florida	Primary RECYCLING			
	WM Recycling Brevard Facility, 650 Townsend Road, Cocoa FL 32926	BU RECYCLING			
	WM Okeechobee Landfill, 10800 NE 128th Avenue, Okeechobee, FL 34972	Primary MSW and C&D			
	WM Medley Landfill & Recycling Center, 9350 NW 89th Avenue, Medley, FL 33178	BU MSW and C&D			
New Rockland	d Recycling Center, US Highway 1, Mile Marker 9, Key West, FL 33040	YARD WASTE			
	y Landfill & Recycling Center to be used as backup upon RNG completion. Avenue, Medley, FL 33178	BU YARD WASTE			
Barry Recy	cling, Inc., 12801 Tower Rd, Bonita Springs, FL 34135	BU YARD WASTE			
American Tire Recycling, 3551 NW 116th St., Miami, FL 33167 Prin					
Miami-Dad	e County South Dade Landfill, 23707 SW 97 Avenue, Miami, FL 33032	BU Tires			
Sunrise Recy	Sunrise Recycling, 700 NW 21st Terrace, Ft Lauderdale, FL 33311 Primary METAL				
Trademark	Trademark Metals Recycling, 4246 Exchange Ave, Naples, FL or 3200 Cairo Lane, Opa-locka, FL BU METAL				

In summary, WM places a strong emphasis on sustainability, as demonstrated by our comprehensive project management plan. Partnering with WM allows the City of Key West to showcase its dedication to environmentally responsible practices. Our plan includes:

- Solid Waste and C&D processed into Renewable Natural Gas (RNG) at WM's Okeechobee and Medley
- Recyclables transformed into new products at WM Reuter Recycling and WM Brevard Recycling



- Yard waste converted into mulch, soil amendments, or other beneficial reuse at Rockland and Barry
- Metals recycled into new materials at Sunrise and Trademark
- Tires shredded or repurposed for recycling or other sustainable applications at American Tire

With the vast WM network of transfer, disposal, and recycling facilities in Florida and in North America, WM is equipped to work with Key West well into the future.

Emphasizing WM Florida - Building Today, FOR TOMORROW®

As part of our sustainability portfolio, WM is proud to be North America's leading recycler. Locally, WM has decades of history of proudly providing recycling processing and collection services in Florida and in collaboration with our customers, we have made great strides in the quality and quantity of material we process. WM's Reuter Recycling Facility is already the largest volume single stream recycling facility in the southeastern United States, and it's about to get even bigger and better!

WM is excited to summarize our plans for opening our new, state-of-the-art, 127,000-square-foot Recycling Facility on a 12-acre parcel next to our current Reuter facility in Pembroke Pines. Our new facility will be re-branded as WM Recycling South Florida. We broke ground in July 2024 and anticipate opening in Q1 2026.

The 20-acre site, just north of the Miami-Dade/Broward County line, was already zoned for a recycling facility. This new facility is being constructed adjacent to our current processing plant and has been built to process up to 60 tons per hour - more than 275,000 tons annually – all while producing a cleaner, more marketable product. This will result in a 75% increase in the extraction of marketable recycling materials from the residue, ensuring the long-term viability of sustainable recycling programs throughout south Florida. Given the increasingly stringent demands from the manufacturers and end-users for cleaner recyclable material feedstocks, WM's investment will deliver a solution that we believe will be unmatched by any other processor in the U.S.





WM Recycling South Florida - at conception and now nearing reality!

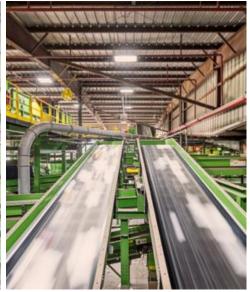


WM's Recycling Investment in Florida

2022		2023		
WM Recycling Deerfield \$20M WM Recycling Oakes Road (Davie) \$10M Facility upgrades \$7M		WM Recycling Miami Facility upgrades	\$15M \$6M	
2024		<u>2025</u>		
WM Recycling Fort Walton Beach	\$30M	WM Recycling South Florida	\$85M	







WM's Landfill RNG Investment in Florida – From Key Waste to Energy



left: Okeechobee Landfill RNG facility below: Medley Landfill RNG facility





Team Organization Chart

Florida Upper Management



Above depicts the WM upper management team. Greg Sullivan is the primary local manager who oversees all City of Key West services and is empowered to make decisions to ensure continued quality service delivery.

Supported by the team above, Jason Neal and Greg Sullivan will oversee all waste management services for the City of Key West.

Responsibilities include coordinating with haulers and designated recipients to ensure the fully compliant, efficient transport, recycling, and/or disposal of all specified waste streams. This collaborative effort ensures that the City's waste management needs are met with reliability, environmental responsibility, and operational excellence.

As the industry leader in both collections and disposal/processing, WM offers the strength of a Fortune 200 company along with local knowledge, experience, and expertise from our decades of servicing Key West.





Tab 4: Financial Viability

Financial Statements

For your convenience, please refer to the following links for the WM Annual Reports for the past three (3) fiscal years to supplement our current financial information.

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

2023: https://investors.wm.com/static-files/ecb808b1-4653-44ec-837d-9044ff1aef6e

2022: https://investors.wm.com/static-files/3bbb4e9d-812b-4a99-87a9-db600206f1a2

Waste Management, Inc. (WMI) is a holding company, and all operations are conducted by its subsidiaries. Please see: https://www.sec.gov/Archives/edgar/data/823768/000119312517046480/d252547d10k.htm

All subsidiaries of WMI are affiliates of each other, pursuant to the SEC/ Rule 144 definition.

Banking and Credit References

Reference	Contact Information			
Bank of America	P: (844) 401-6078, Option 2 W: <u>www.bankvod.com</u>			
Reference	Address Contact Information			
Amrep Manufacturing Company LLC	1555 S. Cucamonga Avenue Ontario, CA 91761	Hector Thomas hthomas@wastequip.com (909) 923-0430		
Staples, Inc.	4790 Regent Boulevard, Suite 250 Irving, Texas 75063	(508) 382-1508 CreditReference@Staples.com		
Houston Freightliner Inc.	12802 Crosby Freeway Houston, TX 77049	John Thomas (713) 672-4115		

Proof of Insurance and Bonding Capacity

WM has a comprehensive surety program with multiple surety companies participating, offering large amounts of capacity. Due to the number of instruments we administer, we do not provide detailed information. However, surety bonds are issued in the range of \$1,000 to excess of \$25 million. WM has a \$100 million aggregate and \$50 million single-capacity limit and has never been denied project bonding.

WM Credit Ratings

Moody's	Standard & Poor's	Fitch	Dun & Bradstreet Rating	D&B Number
A-3/P-2/Stable	A-/A-2/Negative	A/Stable	5A2	19-467-2085

Insurance / Bonding Companies

Aon Risk Services Southwest, Inc. • Evergreen National Indemnity Company • Smith Manus Agency Lexon Insurance Company • Liberty Mutual Insurance Company • Travelers Casualty and Surety Company of America • Western Surety Company (CNA)



Certificates of Insurance

As Key West knows, WM secures gold-standard insurance coverage to protect our customers. The City can rest easy with WM continuing as your service provider knowing that you are always protected by best-in-class insurance. A copy of WM and Bulk Express certificates of insurance are included here.

ACORD CERTIFICATE OF LI	IABILITY INSURANCE	ACORD CERTIFICATE OF LIA	ABILITY INSURANCE DATE (MMIDDOTTYY) 7/15/2025
THIS CERTIFICATE IS ISSUED AS A MATTER OF INCORMATION OF	ALLY AND CONSERS NO DIGHTS HOON THE CEPTIFICATE HOLDER THIS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ON CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND	Y AND CONFERS NO RIGHTS LIPON THE CERTIFICATE HOLDER. THIS
	NO, EXTERO OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ITUTE A CONTRACT BETWEEN THE ISSUING INSURERIS), AUTHORIZED R. he policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. of the policy, certain policies may require an endorsement. A statement on	REPRESENTATIVE OF PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL HISBURGO, BY ISBURGO, BY IS	D. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES UTE A CONTRACT BETWEEN THE ISSUING INSURERS), AUTHORIZED policyfies) must have ADDITIONAL INSURED provisions or be endorsed. the policy, certain policies may require an endorsement. A statement on such endorsement(s).
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Page _2_ of _2

Litigation and Bankruptcy Disclosures

The RFP requests some information that Proposer does not track in a centralized manner. We have made a good faith effort to respond to the criteria through a diligent search of our databases, but certain information is excluded from the scope of our response, such as non-litigation matters (including demand letters and those for which arbitration or mediation arose as a form of dispute resolution), third party personal injury and property damage claims, which are managed by Proposer's insurers, and employment/workers compensation matters.

Set forth below are the litigation matters related to solid waste, transportation and public sector contracts within the past 5 years:

Case Name	Case Number	Court	Allegation	Final Outcome
Bergeron Environmental and Recycling LLC v. LGL Recycling, LLC, Waste Management Inc. of Florida, et. al	Case No. 16- 000158(07)	17 th Judicial Circuit, Broward County, Complex Business Division	This litigation was the result of an acquisition of assets by WMIF from LGL. Plaintiff alleged that the transaction required plaintiff's consent which was not obtained. Plaintiff sought damages and other relief. The Court found in favor of WM.	On appeal
Southern Waste Systems, LLC, n/k/a LGL Systems LLC, et. al v. Waste Management Inc. of Florida	Case No. 17-002422	17th Judicial Circuit, Broward County, Complex Business Division	This is a companion case to the matter above. This matter concerns a demand for indemnification by WMIF to the seller of the assets and the seller's claim that the indemnity it provided is inapplicable and seller's demand for return of escrow monies.	Judgment for WMIF
Allied Diesel, LLC vs. Waste Management	Case No. 21-25025- CA-15-I	Miami-Dade County	Plaintiff alleges WM of Palm Beach owes approximately \$33,300 in unpaid truck repair bills dating to 2017-2018	Pending
ICS Materials, Inc. v. Waste Management Inc. of Florida & Grubbs Emergency Services LLC	Case No. 24-CA- 002515	12 th Judicial Circuit, Lee County	Breach of contract/unjust enrichment lawsuit related to soil stripping services at a landfill.	Pending

None of these matters will affect WM's ability to perform all services under this RFP. WM has no ongoing bankruptcy, receivership, or financial restructuring to disclose.

Capacity to Perform

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

- As North America's leading provider of comprehensive environmental services, WM's revenue in 2024 was \$22 billion. Our business performs well in any economic environment given the essential nature of the services we provide and the recurring nature of our revenue. This results in strong and consistent earnings and cash flow to fund growth investments.
- WM has a very secure financial position, with a strong balance sheet, investment grade credit rating, and ample liquidity.
- WM is committed and financially able to perform all operations for Key West in full compliance with applicable federal, state, provincial, and local regulations.



- WM has experienced and dedicated management and team members.
- WM has the largest and most diverse asset and customer bases in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, capital requirements are internally financed by WM using cash flow from existing operations – freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Financial Leverage

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

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



WM Ownership Structure

Waste Management Inc. of Florida, is a Florida corporation with its principal place of business at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, and is a wholly owned subsidiary of Waste Management Holdings, Inc.

Waste Management Holdings, Inc., is a Delaware corporation with its principal place of business at 800 Capitol St., Suite 3000, Houston, TX 77002, and is a wholly owned subsidiary of Waste Management, Inc.

Waste Management, Inc., is a Delaware corporation with its principal place of business at 800 Capitol St., Suite 3000, Houston, TX 77002.



Summary and Considerations

WM again thanks you for the decades of collaboration that we value with Key West. We have tried to weave your evaluation criteria throughout this proposal and offer this summary in closing.

Criteria	WM Strengths for the City of Key West
Price	WM delivers exceptional value through competitive, all-inclusive pricing backed by operational efficiencies gained from managing the City's Transfer Station. Our investments in technology, safety, and service ensure long-term cost-effectiveness and proven capacity for all materials in the scope of this agreement.
Distance of Disposal Facility	WM's Okeechobee Landfill is the closest major disposal site to Key West and is fully owned and operated by us. Our established, optimized routes minimize transportation costs and environmental impact.
Environmental Benefits of RNG Capabilities	WM leads in renewable energy recovery. Both the Okeechobee and Medley Landfills are part of our Florida RNG investment, capturing landfill gas and converting it into renewable natural gas used to fuel our fleet—closing the loop on sustainability.
Financial Stability and Strength	WM's financial strength ensures long-term reliability and continued investment in Florida's infrastructure. Our extensive network includes 28 hauling facilities, 18 landfills, 22 transfer stations, and multiple recycling centers—several of which directly support Key West.
Relevant Experience	With over 20 years of direct, hands-on experience serving Key West, WM brings unmatched local knowledge and operational familiarity that no other provider can replicate.
Secondary or Back-Up Disposal Facilities	WM owns and operates both primary and secondary facilities for solid waste and recycling, all with sufficient permitted capacity. We also maintain trusted relationships with non-WM outlets, all of which are confirmed to support the full contract term and renewal periods. WM provides ultimate back up with our vast network of transfer, disposal, and recycling facilities in Florida.

Additionally, working with WM allows the City of Key West to showcase its dedication to environmentally responsible practices such as solid waste and C&D processed into Renewable Natural Gas (RNG) at WM's Okeechobee and Medley facilities • recyclables transformed into new products at WM Reuter Recycling and WM Brevard Recycling • yard waste converted into mulch, soil amendments, or other beneficial reuse at Rockland and Barry • metals recycled into new materials at Sunrise and Trademark • and tires shredded or repurposed for recycling or other sustainable applications at American Tire.

WM is uniquely positioned to continue serving Key West with unmatched personnel, service reliability, value, and environmental leadership. Our deep local roots, proven performance, and robust infrastructure make us the clear choice for the City's continued success.







Tab 5: Pricing and Rate Structure

Exbibit B

Base Rate and Host Fees for Transportation and Disposal of Acceptable Waste and Waste Tires

Exhibit B BASE RATE AND HOST FEES FOR TRANSPORTATION AND DISPOSAL OF ACCEPTABLE WASTE AND WASTE TIRES

Base Rate for Acceptable Waste Primary Facility				
1	Municipal Solid Waste (MSW/garbage)	\$	128.70	per ton
2	Construction and Demolition Debris (C&D)	\$	128.70	per ton
3	Yard Trash	\$	81.00	per ton
4	White Goods/Metal	\$	0.00	per ton
5	Waste Tires	\$	447.30	per ton
	Base Rate for Acceptable Waste Secondary (Back	up) Fac	ility	
1	Municipal Solid Waste (MSW/garbage)	\$	139.50	per ton
2	Construction and Demolition Debris (C&D)	\$	139.50	per ton
3	Yard Trash	\$	85.50	per ton
4	White Goods/Metal	\$	0.00	per ton
5	Waste Tires	\$	447.30	per ton
	Fuel Rate Component Primary Facility			
1	Municipal Solid Waste (MSW/garbage)	\$	14.30	per ton
2	Construction and Demolition Debris (C&D)	\$	14.30	per ton
3	Yard Trash	\$	9.00	per ton
4	White Goods/Metal	\$	0.00	per ton
5	Waste Tires	\$	49.70	per ton
	Fuel Rate Component Secondary (Back Up) F	acility		
1	Municipal Solid Waste (MSW/garbage)	\$	15.50	per ton
2	Construction and Demolition Debris (C&D)	\$	15.50	per ton
3	Yard Trash	\$	9.50	per ton
4	White Goods/Metal	\$	0.00	per ton
5	Waste Tires	\$	49.70	per ton

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Recycling Alternative Pricing

The City noted in its response to Clarification #14 that it may consider a pricing structure consisting of a processing fee combined with an Average Material Value (AMV) revenue share returned to the City. This proposed structure is outlined below:

Option 1:

\$184.36/ton transfer & processing fee

AMV applied against the transfer & processing fee as shown in example

Option 2:

Alternatively, if the City prefers a straight flat rate per ton, with no revenue share:

\$167.66 per ton

Recycling Option 1 Model Details

1. Value Share

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fee as listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$175.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$175.00 and equal to or less than \$180.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$180.00, the Customer's value share is 75% of the difference.

2. Blended Value

To calculate the Blended Value per ton of the Recyclables,

- a. The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- b. Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PS" means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such



Option 1: Flat Processing Fee Year 1 Processing Fee

PS 52 Aseptic Cartons

alternative publication(s) or alternate method to determine the value of each commodity set forth below.

\$ 167.66

\$

\$

(32.50)

(57.46)

\$ (32.50)

\$ (57.46)

0.05% \$

(7.17)

(13.10)

22.05%

22.80%

100.0%

"T&D" means the charge for transporting residue from the processing facility per ton in the month
of delivery to the disposal facility.

Processing Fee: Base rate is US City Average	consistent for Year 1, adjusted annually using the CPI for All Urban Co	onsumers: Water,	Sewer and Tras	h Collectio	n Service.
Option 2: AMV Share					Average
		July 2025 Market	Market Value	Material	Market Value
Material	Index Description	Index	(\$/Ton)	%	(\$/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	\$ 47.50	\$ 47.50	18.55%	\$ 8.81
000	PS 11 Corrugated Containers	\$ 75.00	\$ 75.00	30.80%	\$ 23.10
Aluminum	Metals Aluminum Cans (Sorted, Baled, ¢lb, picked up)	\$ 85.00	\$ 1,700.00	1.10%	\$ 18.70
Steel-Tin	Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	\$ 170.00	\$ 170.00	0.95%	\$ 1.62
PET	Plastics PET (Baled, ¢/lb, picked up)	\$ 14.25	\$ 285.00	2.50%	\$ 7.13
HDPE Natural	Plastics Natural HDPE (Baled, ¢/lb, picked up)	\$ 74.50	\$ 1,490.00	0.55%	\$ 8.20
HDPE Colored	Plastics Colored HDPE (Baled, ¢/lb, picked up)	\$ 4.50	\$ 90.00	0.65%	\$ 0.59
Plastics #3-#7	Plastics Commingled (#3-7, Baled, ¢/lb, picked up)	\$ 0.50	\$ 10.00	0.00%	\$ -

Comments: Regional Average prices used from Secondary Fiber Pricing and Secondary Material Pricing. Markex Indexes are adjusted Monthly (excluding Contamination/Residue)

Actual Cost to handle, transport, and dispose of contamination/residue

Glass 3 Mix (\$/ton del. as Recyclable or Disposable)

Contamination/Residue pricing is based on actual T&D costs of residue. This cost to be adjusted annually by the same CPI adjustment as the Processing fee

Processing Fee: Base rate is consistent for Year 1, adjusted annually using the CPI for All Urban Consumers: Water, Sewer and Trash Collection Service. US City Average

	Processing Fee is \$184.36/ton			\$	184.36
	Net Material Value in excess of Processing Fee			\$ ((136.50)
AMV Share Calculation					
If the AMV (Average Material Val	ue) exceeds the Processing Fee per Ton, the contractor pays the Net Mate	rial Value t	o the City.		
If the Processing Fee per ton exc	eeds the AMV the City pays the Net Material Value to the Contractor.				
In this hypothetical example the	City would pay \$136.50 to the contractor.				

CPI Language

Aseptic - Gable Top

Contamination/Residue

Three Mix Glass

Based on the City's clarification # 3 from the draft contract, rates are subject to annual increase at 100% of the relevant CPI, Water, Sewer, & Trash, with a maximum increase of 6% in any given year. In addition to the CPI, the fuel components of the rates for all services except single stream recycling are subject to monthly adjustment based on the relevant diesel fuel index, as shown below. (Since a price form for single stream recyclable materials was not included in the RFP, the proposed rates for recycling are above, with two options for the City's consideration. Recycling fees would be subject to the same CPI as all other materials, but there would be no separate fuel fees or fuel adjustments for the single stream recyclable materials.)



Fuel Adjustments (For all materials except single stream recyclables)

Fuel Base Rate: The Fuel Base Rate shall be adjusted monthly on the first day of each month during the Term of the Agreement. The average monthly price of diesel fuel on the commencement date for the Lower Atlantic No. 2 Diesel Retail Sales by All Sellers (Lower Atlantic: PADD 1C) as reported by the U.S. Energy Information Administration will be used to adjust the Fuel Base Rate. The Initial Fuel Base Rate of per ton Is determined by the following mutually agreed upon factors and by using the diesel fuel price on the date of commencement:

New Fuel Base Rate = $[((FP1 - FP2)/FP2) + 1] \times Current Fuel Base Rate (Fuel Component).$

"FP" = average monthly price of diesel fuel for the Lower Atlantic No. 2 Diesel Retail Sales by All Sellers (Lower Atlantic PADD 1C) as reported by the U.S. Energy Information Administration.

"FP1" = For the first fuel adjustment, FP1 shall be the fuel price as of the commencement date. For all future fuel adjustments, FP1 shall be the published monthly fuel price utilized as FP2 In the previous fuel adjustment.

"FP2" = the published fuel price for the month preceding that in which the Fuel Base Rate adjustment is being made.

The new Service Rate shall be the adjusted Non-Fuel Base Rate and Fuel Base Rate added together.

(Please note that the proposed fuel adjustment is consistent with the manner in which the fuel component of the rate is adjusted in the current haul-out agreement.)





Tab 6: Special Conditions

Experience Yields a Quantifiable Value

As the operator of the City's Transfer Station, WM fully understands that those responsibilities fall under the separate Transfer Station Operations contract.

As the only firm with decades of relevant direct operating experience in Key West, WM is uniquely positioned to support these specified requirements. We offer:

- Competitive, all-inclusive pricing for transportation and tipping/processing
- A reliable fleet of permitted well-maintained vehicles to meet haul-out needs
- Compliant, licensed, and permitted facilities with ample capacity for disposal or recycling for all
 the specified quantities of MSW, single stream recyclables, scrap metals/appliances, yard waste,
 C&D and Outlands as well as tires. WM has provided these services for the City of Key West
 for over 20 years and has the proven resources and capacity to continue for many more
 years, well beyond the term of this agreement.
- Long-standing relationships with all required, licensed disposal and recycling outlets across the
 region with the most important outlets being owned and operated by WM, including the primary
 and backup facilities for solid waste and single stream recyclable materials.

Our strong knowledge of local operations and infrastructure enables seamless coordination and reliable service. Simply put, there is no transition.







Tab 7: City Forms

1. Anti-Kickback Affidavit

	ANTI-KICKBACK AFFIDAVIT
	STATE OF Florida : SS COUNTY OF Palm Beach I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation. By: David M. Myhan, President Waste Management Inc. of Florida Sworn and subscribed before me this 17 day of July 2025. OCLEENT, HOULHAN MY COMMISSION & HH 564079 EXPIRES: August 2, 2028 My Commission Expires: 8/2/2028
Xi.	



2. Public Entity Crimes Form

SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

	FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER ICER AUTHORIZED TO ADMINISTER OATHS.
1.	This sworn statement is submitted with Bid or Proposal for
(City of Key West, RFP 25-016, Solid Waste Transportation, Disposal and
2.	This sworn statement is submitted by Waste Management Inc. of Florida
	(name of entity submitting sworn statement) whose business address is
	1800 N. Military Trail, Suite 201, Boca Raton, FL 33431
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	59-1094518
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement N/A
3.	My name is David M. Myhan
	(please print name of individual signing)
	and my relationship to the entity named above is President
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.



- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined



	W
•	rest to remove the person or vendor list. (Please attach a copy of the final order.)
describe any action taken by	has not been put on the convicted vendor list. (Pleas or pending with the Department of General Services.) M. Myhan, President
July 17, 20	025
(date)	
STATE OF Florida	
COUNTY OF Palm Beach	
PERSONALLY APPEAR	RED BEFORE ME, the undersigned authority,
David M. Myhan	o, after first being sworn by me, affixed his/her
(name of individual signing)	o, and mist being sworn by me, amixed mis/her
3 3	this 17 day of July , 20 25
My commission expires: 8/2/2028	Coleur T. Honkhan
	NOTARY PUBLIC
COLEEN T. HOULIHAN MY COMMISSION # HH 564079 EXPIRES: August 2, 2028	Coleen T. Houlihan, HH 564079

3. City of Key West Indemnification Form

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Proposer's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Proposer under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Proposer or of any third party to whom Proposer may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Proposer:	Waste Management Inc. of Florida SEA	AL:
·	Address 1800 N. Military Trail, Suite 201, Boca Rator Signature David M. Myhan	, FL 33431
	Print Name	-
	President	
	Title	•
DATE:	July 17, 2025	



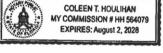


4. Equal Benefits for Domestic Partners Affidavit

	EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT
STA	TE OF Florida
	: SS
COL	UNTY OF Palm Beach
I, the	e undersigned hereby duly sworn, depose and say that the firm of
Was	ste Management Inc. of Florida
	rides benefits to domestic partners of its employees on the same basis as it provides benefi nployees' spouses, per City of Key West Code of Ordinances Sec. 2-799.
By:_	O - 11 - 11 /
Swo	rn and subscribed before me this <u>17</u> day of <u>July</u> 20 <u>25</u> .
6	Gleen T. Markan COLEEN T. HOULIHAN
	ARY PUBLIC, State of Florida at Large MY COMMISSION # HH 564079
Cole	een T. Houlihan, HH 564079
Му	Commission Expires:
8/2/2	2028

5. Cone of Silence Affidavit

directors, employees and agents representing the firm of Waste Management Inc. of Florid		CONE OF SILENCE AFFIDAVIT
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Waste Management Inc. of Florid have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence. By: David M. Myhan, President Sworn and subscribed before me this	STATE OF F	ilorida)
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Waste Management Inc. of Florid have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence. By: David M. Myhan, President Sworn and subscribed before me this		: SS
By: David M. Myhan, President Sworn and subscribed before me this	COUNTYO	Palm Beach
	directors, em have read an City of Key V	ployees and agents representing the firm of Waste Management Inc. of Florida d understand the limitations and procedures regarding communications concerning West Code of Ordinances Sec. 2-773 Cone of Silence.





6. Non-Collusion Affidavit

STATE OF FLORIDA SS COUNTY OF MONROE Palm Beach I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract. Waste Management Inc. of Florida By Aud M. Myhan, President Sworn and subscribed before me this 17 day of July 2025 Adapted Auditory NOTARY PUBLIC, State of Florida at Large Coleen T. Houlihan, HH 564079 My Commission Expires: 8/2/2028		NON-COLLUSION AF	FIDAVII
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract. Waste Management Inc. of Florida By David M. Myhan, President Sworn and subscribed before me this 17	STATE OF FLORIDA	,	
those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract. Waste Management Inc. of Florida By David M. Myhan, President Sworn and subscribed before me this 17 day of July 2025 COLEEN T. HOULIHAN MY COMMISSION # HH 564079 EXPIRES: August 2, 2028 Coleen T. Houlihan, HH 564079	SS COUNTY OF MONROE	•	
By David M. Myhan, President Sworn and subscribed before me this 17 day of July 20 25 Coleen T. Houlihan My commission # HH 564079 EXPIRES: August 2, 2028	those named herein, that this without collusion with any	s proposal is, in all respect official of the Owner, and	ts, fair and without fraud, that it is made I that the Proposal is made without any
17 day of July 20 25 Coleen T. Houlihan NOTARY PUBLIC, State of Florida at Large Coleen T. Houlihan, HH 564079			10000
COLEEN T. HOULIHAN MY COMMISSION # HH 564079 NOTARY PUBLIC, State of Florida at Large Coleen T. Houlihan, HH 564079	Sworn and subscribed before	e me this	
	NOTARY PUBLIC, State of E	Florida at Large	MY COMMISSION # HH 564079
	my commission Express		

7. Local Vendor Certification

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code od Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Waste Management Inc. of Flo	orida Phone: (305) 986-6107
125 Toppino Industrial Current Local Address: Key West, FL 33040 (P.O Box numbers may not be used to establish sta	Fax: N/A
Length of time at this address ~60 years	July 17, 2025
Signature of Authorized Representative STATE OF Florida COUNTY OF Palm Beach	M. Man Date
The foregoing instrument was acknowledged before	remethis 17 day of July 2025
By David M. Myhan, President	
(Name of officer or agent, title of officer or agent)	
or has produced	as identification
(type of identification)	Colean T. Harlin
	Signature of Notary
	Coleen T. Houlihan, HH 564079
Return Completed form with	Print, Type or Stamp Name of Notary
Supporting documents to:	
City of Key West Purchasing	Admin. Assistant III
	Title or Rank



COLEEN T. HOULIHAN Y COMMISSION # HH 564079 EXPIRES: August 2, 2028

8. City of Key West E-Verify Affidavit

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

Date July 17, 2025 State of Florida County of Palm Beach, (Signature of Authorized Representative) David M. Myhan, President Waste Management Inc. of Florida

Personally Appeared Before Me, the undersigned authority, David M. Myhan who. being personally know or having produced his/her signature in the space provided above on day of

Signature, Notary Public

8/2/2028

Commission Expires

Coleen T. Houlihan, HH 564079

Stamp/Seal:

COLEEN T. HOULIHAN COMMISSION # HH 564079 EXPIRES: August 2, 2028

July

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9. Noncoercive Conduct Affidavit

	endor Name: <u>Waste Management Inc. of Flo</u> FEIN: 59-1094518	rida
	s Authorized Representative: David M. Myhan,	President
		(Name and Title)
	1800 N. Military Trail, Suite 201	
	State: Florida	Zip: <u>33431</u>
	Jumber: (954) 984-2035	
Eman A	ddress: dmyhan@wm.com	
As a nor	ngovernmental entity executing, renewing, or ext	ending a contract with a government
	endor is required to provide an affidavit under pe	9
does not	use coercion for labor or services in accordance w	ith Section 787.06, Florida Statutes.
	1: 0 :: 50=0404	
	ed in Section 787.06(2)(a), coercion means:	
1. 2.	Using or threating to use physical force against	
۷.	Restraining, isolating, or confining or threating person without lawful authority and against he	1 -
3.	Using lending or other credit methods to estab	
٥.	or services are pledged as a security for the del	
	as reasonably assessed is not applied toward t	
	and nature of the labor or service are not respec	
4.	Destroying, concealing, removing, confiscating,	
	or purported passport, visa, or other immigrat	
	purported government identification document	
5.	Causing or threating to cause financial harm to	
6.	Enticing or luring any person by fraud or decei	5 55
7.	Providing a controlled substance as outlined in	
	893.03 to any person for the purpose of exploita	
	rson authorized to sign on behalf of Vendor, I co	
	does not use coercion for labor or services in accord	
Vendor I	has reviewed Section 787.06, Florida Statutes, and	agrees to abide by same.
Certified	By: David M. Myhan, President	, who is
	ed to sign on behalf of the above referenced compa	
uutitoriz	to sign on behalf of the door of the control of the	y., y.
Authoriz	zed Signature: Walled M. / We	en
	me: David M. Myhan	<u> </u>
		_
Title: Pr	esident	

10. Scrutinized Companies Certification

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Na	me: Waste Management Inc.	of Florida
Vendor FEIN: 59-109	1518	
Vendor's Authorized Re	presentative Name and Title: Da	avid M. Myhan, President
Address: 1800 N. Mil	tary Trail, Suite 201, Boca R	Raton, FL 33431
City: Boca Raton	State: Florida	Zip: 33431
Phone Number: (954)	984-2035	
Email Address: dmyha	in@wm.com	

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: David M. Myhan, President	
Print Name	Print Title
who is authorized to sign on behalf of the above referenced	d company.
Authorized Signature:	Mha



11. Performance Bond

velope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B
FLORIDA BID BOND
BOND NO. N/A
AMOUNT: <u>\$</u> N/A
KNOW ALL MEN BY THESE PRESENTS, that Waste Management Inc. of Florida
Hereinafter called the Principal, and Western Surety Company
a corporation duly organized under the laws of the State of South Dakota
having its principal place of business at151 N. Franklin Street, Chicago
in the State ofIllinois
and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto
City of Key West
hereinafter called the Obligee, in the sum of Five Percent of Total Annual Amount
Dollars (\$ 5% of Total Annual Amount) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS the Principal is herewith submitting his or its bid for
RFP # 25-016 / Solid Waste Transfer, Disposal and Recycling Services said bid, by reference thereto, being hereby made a part hereof.
WHEREAS, the Principal contemplates submitting or has submitted a bid to the City for the
furnishing of all labor, materials (except those to be specifically furnished by the City),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of



Signed and sealed this 23rd day of July

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

Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B

the work covered in the bid and the Contract Documents, entitled:

RFP # 25-016 / Solid Waste Transfer, Disposal and Recycling Services

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City for the performance of said contract, within ten (10) working days after written notice having been given of the award of the contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to one hundred (100) percent of the base bid, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Principal Docusigned by: Andrea M. Penaloza, Attorney-in-Fact	STATE OF <u>Florida</u> : SS COUNTY OF <u>Monroe</u>)	,
Surety Docusigned by: Misty Wright 9:9047DF58FF40E		

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Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B

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:

- 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 __July 23 _______, 202_5_.

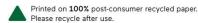
Witness:

Dianesty

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

Leslie Nagy

Vice President and Treasurer





Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B

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

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

NOTARY PUBLIC SEAL

SOUTH DAKOTA

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 hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of July , 2025.



WESTERN SURETY COMPANY

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 Bylaw 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."

 $Go\ to\ \underline{www.cnasurety.com} > Owner\ /\ Obligee\ Services > Validate\ Bond\ Coverage, if\ you\ want\ to\ verify\ bond\ authenticity. Only the property of t$

Form F4280-6-2023



Consent of Surety

Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B



July 23, 2025

CITY OF KEY WEST 1300 White Street Key West, FL 33040

Principal: WASTE MANAGEMENT INC. OF FLORIDA

Bid Date: July 23, 2025

Description: RFP No. 25-016 - Solid Waste Transportation, Disposal

and Recycling Services

Dear Sir/Madam:

We, WESTERN SURETY COMPANY hereby agree that in the event an award is made to WASTE MANAGEMENT INC. OF FLORIDA on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

WESTERN SURETY COMPANY



Attorney-in-Fact FL License#: W553125





Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B

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, 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
NOTARY PUBLIC

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 hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of July , 2025.



WESTERN SURETY COMPANY

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 Bylaw 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."

 $Go\ to\ \underline{www.cnasurety.com} > Owner\ /\ Obligee\ Services > Validate\ Bond\ Coverage, if\ you\ want\ to\ verify\ bond\ authenticity. Only the property of t$

Form F4280-6-2023



Docusign Envelope ID: 1ECAE52C-D1B8-4B3C-822B-DA851D5F8C3B



Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Esseracy duce

Rosemary Quinn

Vice President and Surety General Counsel on behalf of

SEAV STANDARD

Western Surety Company



Continental Casualty Company



The Continental Insurance Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania



Addendum



ADDENDUM ion, Disposal RFP 25-016 Solid Waste Transporta sal, and Recycling Services

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the

- 1. Clarification: [No Changes]
- 2. Changes to Submission Requirements: [No Changes]
- 3. Updates to Project Timeline: [No Changes]
- 4. Responses to Questions:

From RFP DOCUMENT:

- 1.17 Termination for Convenience allows the City to cancel with 30 days' notice. The proposer however is required to maintain adequate capacity at its disposal and processing sites throughout the entire initial term and potentially a renewal term for the City's various materials. Given recent confractions in capacity and
- facilities, commitments are needed to ensure capacity for every given government agency. As such, please delete the termination for convenience.

 a. Delete the current termination for convenience clause with a mutual termination for convenience clause "Either party may terminate this Agreement, in whole or in part, without cause upon 120 days' prior written
- 2. 2.2 Please clarify how the City will determine & compare items such as 2.2 - Please clarify how the City will determine & compare items such as successful history, "professional experience," shillify to provide or secure acceptance of the volume of solid waste..." Will that include comparisons of the years of experience of the proposers as well as <u>resources</u> of the proposers?
 a. The City outlines specific minimum qualification requirements in Section 2.2 of the RFP, which include:

Section 2.2.1: A proven track record in solid waste transportation disposal, and recycling services. This includes experience with facilities of similar scope and scale and demonstrated expertise in regulatory

Section 2.2.2: Professional experience in sustainable waste management and familiarity with regulatory frameworks. Proposers must demo use of adaptive reuse practices and full compliance with local, state, and

The City will compare proposer qualifications using information presented in Tabs 4 (Management Team), 5 (Project Management Plan), 6 (Financial Viability), and 8 (Special Conditions).

Additionally, Evaluation Category 5 in the scoring rubric provides up to 10 points for relevant experience in Florida, highlighting that years of experience and past contracts will be factored into scoring.

Evaluation of Ability to Provide or Secure Waste Volume Acceptance

According to Section 2.2.3 of the RFP, proposers must demonstrate the ability to accept the full volume of waste from the City and include backup plans for facility outages.

This is specifically evaluated under Category 6 of the scoring rubric, which awards up to 15 points based on the availability and capacity of both primary and secondary disposal facilities. Proposals without a secondary facility may be disqualified.

Consideration of Resources (Staffing, Vehicles, Equipment)

Section 2.2.4 of the RFP requires proposers to confirm that they have sufficient staff, transport vehicles, and technical resources to meet both routine and peak demand requirements.

Evaluation of these capabilities will occur primarily under Tabs 4 (Management Team) and 5 (Project Management Plan), where proposers must present an organizational chart, resumes, and a technical approach to service delivery.

Comparisons will include the years of experience of proposers as well as the resources (staffing, facilities, and equipment) they possess. Evaluations will be both qualitative (narrative/project experience) and

quantitative (scoring criteria). Proposers with robust experience, greater resources, and strong contingency plans will score higher

- 2.2.1 The title of this item includes recycling, but the stated requirement in the last sentence only includes solid waste. Please confirm that the "Proven Track Record" requirement also includes processing of single stream recyclable materials for municipalities.

 a. All aspects of this RFP need to include single stream recyclable material
- 2.4 Given the requirement for proposers to dedicate/commit disposal and processing capacity to the City, any renewal options should be bilateral, subject to mutual agreement. In addition to capacity needs, a bilateral renewal option may allow more favorable pricing to the city.

 a. This contract is intended to be for a four-year term so that expiry will begin
 - incide with the Collections/TS Ops contract
- 5. 2.6 the City anticipates a single contract but reserves the right to award
- 2.6 the City anticipates a single contract but reserves the right to award multiple contracts. This ambiguity of tack of committed toon will make it exceedingly difficult to commit resources or provide optimal pricing. Will the City consider limiting award to one well-qualified proposer that can manage all aspects included in the scope of work in this RFP? (The issue of single or multiple awards is also referenced in Phase II on page 16.)
 a. The transfer station is not operated by the city and currently falls under a different contract. There are conditions in the Collectiona/TS Ops contract that permit other vendors to handle specific waste streams preventing a monopoly with the community. Given the size of the City TS and the volume of waste moved through the facility efficiency is vital. Awarding haul out activities to multiple contractors would likely cost the City more through potentially higher rates, administration and oversight.
- through potentially higher rates, administration and oversight.

 6. EVALUATION CATEGORIES PHASE I & II (PAGE 17) Please provide the method/formula in item 1 that will be used to determine the relative differences in the scoring of prices submitted by the various proposers.
 - While the RFP assigns 40 points to pricing (Category 1), it does not specify the formula to be used for scoring. However, pricing will be evaluated using a **proportional cost formula**, such as:

rest Price ÷ Proposer's Price × Maximum Points (40)

This formula ensures that the proposer with the lowest total evaluated price receives the full 40 points, and all other proposers receive a proportionally lower score.

- 2.8 Please clarify how the City will determine whether an exception is sufficient to render the proposal as being non-responsive vs. an element that may be negotiated during the award.
 a. The City will review all proposed exceptions on a case-by-case basis.
 - Exceptions that are considered material deviations from the minimum specifications, terms, or mandatory conditions of the RFP-especially those related to core scope, insurance requirements, or required certifications—may render a proposal **non-responsive** and subject to disqualification.

Conversely, **minor or non-material exceptions**, or those that do not provide the proposer with an unfair advantage or compromise the City's interests, may be considered **negotiable** during the award phase. This discretion is guided by language in the RFP that allows the City to:

Waive non-material, technical variances or informalities

Negotiate modifications to the proposal deemed acceptable,

Reject any and all proposals when it is in the City's best interest

Proposers are encouraged to clearly list any exceptions in their response under the appropriate tab and provide a justification for each. The City, in its sole discretion, will determine whether those exceptions disqualify the proposal or may be addressed through negotiation.

- Price Proposal Form There is no line item in which proposers list the various primary and backup facilities that will be used for disposal and processing. Would proposers disclose those sites somewhere else, such as in Tab 5. Project
 - Management Plan?

 a. It is in the City's best interest to have proposer indicate the primary and backup facilities at the on-set of the contract to allow for rate comparisons and adjustment negotiations.
- Price Proposal Form There is no line item for recyclable material processing.
 Will the City be revising the price form to include that? (Also referenced in Tab 7.
 - Page 26.)

 a. Proposed prices need to include recycling and should be added to the
- 10. Price Proposal Form Please clarify if the per ton prices must include both transfer pricing AND disposal pricing (for MSW) and processing pricing (for





recyclable materials.) Also, there is a statement on page 23 that tires have been \$125/ton and \$1,500/load. Does that mean that tires will be priced with both a per ton rate and a per load rate?

- The per ton price should be inclusive of all transportation and disposal fees which the City would be invoiced for each waste stream
- 11. Please define "Outlands" as used in several areas of the RFP, types of tires (passenger car, gold cart, commercial truck, tractor, etc.) and whether rims are included with the tires. (Generally, tires must be separated from rims for proper disposal.) Also, will yard waste include contaminants such as plastic bags or other items that may cause the yard waste processing site to reject loads?

 a. Outlands has historically been used to designate debris of a natural origin but that cannot be easily processed under the yard waste category due to size of the individual components (free stumps, large logs) Outside of Key West the debris would likely be considered C&D.
- 12. Tab 7: Pricing and Rate Structure (page 26) This section does not include language re. per ton rates for recyclable material processing. Will that be revised?
 - All aspects of this RFP need to include single stream recyclable materia processing. The pricing and rate structure should be revised and question 14 should be considered.
- 13. Pages 42-45 (plus two un-numbered pages) Please clarify the basis for the 5% Bid Bond and 100% Performance Bond, are these based on monthly or annual revenue values? Also, since the proposer will not be paying the City, please confirm that the Payment Bond is not applicable in this RFP.

 a. The 5% Bid Bond should be calculated based on the proposer's total annual cost proposal for the initial term of service. This amount reflects the City's intent to secure serious and responsive bids that reflect the
 - scope and value of work anticipated annually

The 100% Performance Bond will also be based on the total annual contract value as submitted in the proposer's price proposal. This bond ensures contract compliance and protects the City in the event of non-

Regarding the Payment Bond: Since this is a service-based contract and the awarded proposer will not be paying the City nor subcontracting work that would require lien protection (as typically seen in construction contracts), the **Payment Bond is not applicable**.

- 14. Recyclable materials value can vary significantly, given fluctuations in commodities markets and in degree of contamination of the recyclable materials. The most equilable pricing structure is a processing fee plus an Average Material Value ("AMV") revenue share back to the City. Will the City consider such a pricing structure, or are proposers required to submit solely a flat per ton fee as is the case with the disposal items?
 - case with the disposal items?
 a. It is likely in the City's best interest to consider a fee structure which include an AMV revenue share back to the city based on the level of contamination. The city has been provided two internal audits of the recyclables received by a MRF and the contamination has been just under 20% which was indicated was much better than other municipalities.
- 15. Section 1.17- Termination for Convenience Would the City be willing to make this mutual?

 a. Covered by Provisions change in 1.
- 16. Section 1.24 Terms and Conditions of Agreement Would the City agree to take the language that is in the first paragraph of A., which states "unless said claim for liability is caused solely by negligence of the City or its agents or employees" and insert that same language at the end of the second paragraph of A?

 a. Accept with at the end of the second paragraph "unless such laim is
 - caused solely by the negligence or willful misconduct of the City, its officers, or employees
- 17. Tab 6, #1: As the subsidiary of a publicly traded company, the proposal will provide access to SEC filings reflecting its financials—please confirm this is
 - Tab 6, 8 1. As use a provide a coss to SEC filings reflecting its immune.

 a. Yet, for subsidiaries of publicly traded companies, providing access to cu. U.S. Securities and Exchange Commission (SEC) filings (e.g., 10K, 10C-4).

 U.S. Securities and Exchange Commission (SEC) filings (e.g., 10K, 10C-4).

 The Another Provided in the Commission of the Comm Yes, for subsidiaries of publicly traded companies, providing access to current U.S. Securities and Exchange Commission (SEC) filings (e.g., 10-K, 10-Q) of parent company is sufficient to meet the requirement for demonstrating financi strength and stability, as outlined in Tab 6 of the RFP. Please ensure the SEC sterigin and steaming, as dumined in fact of the RPP. Please elisted in legislings reflect the consolidated financials that include the proposing subsidiary or are otherwise accompanied by a statement confirming the financial support or guarantee of the parent company, if applicable.

Additionally, we recommend including a cover letter or affidavit explaining the relationship between the parent company and the subsidiary submitting the proposal, as well as a clear statement affirming the financial responsibility or guarantee, if the subsidiary relies on the parent's financials.

- 18. Tab 6, #4: Please confirm the litigation disclosure should be limited to litigation with municipalities (not private parties - e.g., not including motor vehicle
 - a. Litigation disclosure should be limited to litigation with municipalities

19. Is a guarantee required for this RFP?

- 20. Can the Indemnification Form be revised to make clear that the Contractor does
 - ne indemnitication Form be revised to make clear that the Contractor does seed to indemnify the City for the City's own negligent conduct? Accept. Replace first sentence with "from and against any and all liabilities...to the extent caused by the negligence, recklessness, or intentional misconduct of the contractor." Remove first paragraph's final clause requiring indemnity for the City's Negligence

FROM DRAFT CONTRACT:

- 1. ARTICLE 2 Item b) should include "or recyclable material processing facility" for
- City agrees and draft contract has been marked up to reflect the change a. City agrees and draft contract has been marked up to reflect the change 2 5.1.1 — This requires the primary disposal facility to be a waste to energy facility. That is not feasible, given lack of available capacity at any WTEs within a reasonable distance. Will the City change that the preference is to a landfill that is currently caupiped with RNG capability or is currently under construction to implement RNG capabilities within the first year of the Agreement?
 a. City agrees that the lack of WTE facilities requires a different primary facility designation. Contract has been marked up to reflect the change
- facility designation. Contract has been marked up to reflect the change 3. 7.5.1 Limiting the Contractor to less than the full CPI (only 75%, as stated in this Section will result in higher initial prices. To receive the most favorable pricing, please change the adjustment to 100% of the relevant CPI.

 a. The annual CPI adjustment in the original draft contract was based on calculations agreed upon in the 2004 contract. Given the economic and
 - waste handling changes over the past 20 years moving to a straight CPI annual adjustment with a cap seems appropriate. Only allowing an increase of 75% of CPI is likely not adequate to keep up with the cost of services. In order to limit the need for extraordinary rate increase equests it may be better for an equitable annual rate increase with a cap
- requests it may be better for an equitable annual rate increase with a cap. 4, 7.5.4 This allows the City to require the use of a different Disposal Facility but does not allow the Contractor to charge a different rate. If the distance or tipping/processing fees differ, that would create an inequitable situation. The rate should be subject to adjustment if the City directs the Contractor to different sites.

 a. A recent amendment to the existing contract accounted for higher costs due to increase mileage. It seems reasonable that if the City requires the Contractor to use a facility at an increased distance or with increased tipping/processing fees the contractor should be able to collect those increase fees when accompanied by upon verifiable proof of those increased fees.

- 5. ARTICLE 8. TERM This section states the term as 4 years, which conflicts with RFP Section 2.4 that states an initial term of 2 years with a 2-year option to renew. The renewal term is unclear in ARTICLE 8. Please calify if the initial term is 2 years or 4 years. Please make any renewals subject to mutual agreement.
 a. The intent is to get the Haul Out contract and the final term of the Collections/TS Ops contract to expire at the same time. The
- 9.3.5 Termination for Convenience The Contractor must dedicate and commit 9.3.5 Termination for Convenience – The Contractor must dedicate and comm capacity sufficient for the City's material, making a potential termination for convenience challenging. Please delete. (This Section also conflicts with the termination for convenience in RFP Section 1.17.)
 a. Wording of 9.5 is from the 2004 old contract, given the intended term is only supposed to be a total of 4 years this section can likely be deleted requested.
- requested.

 10.4 Administrative Charges the amount of liquidated damages has conflicting language (\$250 and \$1,000). \$1,000 is excessive. Please provide a cure period before any such liquidated damages apply. Also, several items, such as (b) and (d) at a minimum, appear to address transfer station operations, not transportation or disposal. As such, these should not apply to this Agreement.

 a. The \$250.8 \$1000 discrepancy was a typoraphical error the drafted penalty charge was intended to be \$1000.00 and has been revised in the draft contract, however the amount is negotiable.

 b. City agrees there should be a corrective measure time frame before the

 - b. City agrees there should be a corrective measure time frame before the
 - penalty charge is assessed.
 City agrees that (b) and (d) are from to the 2004 contract and more appropriate related to transfer station operations. The draft contact has been marked up to delete these sections from the Agreement.
- Been marked up to delete these sections from the Agreement.

 ARTICLE 12 Proposal Bond has conflicting language with the RFP in amount of bond. Please clarify. Please clarify intent of a Payment Bond since no payments will be due from the Contractor.

 The City will not require a Payment Bond on this RFP.

 Article 3.2 Can the reference to "professional services" be removed as not applicable to waste services.

 Article 3.2 references Minimum Standards, the referenced "professional services" termipology was not identified.

- 10. Article 6.4 (last paragraph) Can "major damage" be revised to "material
 - damage*?
 a. Accept as there is no reduction in City protections
- 11. Can the cure periods in the draft contract (Article 9) be lengthened from 5 days to
 - Partially accept. Use 10 days except for health-safety-environmental





required. Language: ...if contractor fails to cure a non-health-safety-environmental default within ten (10) calendar days... 'provided, however, than any default posing an immediate threat to health, safety or the environment must be cured with five (5) days or such shorter period as the City reasonably determines is necessary.

- 12. Article 9.1.4 Habitual Violations Would the City agree to revise this section to add the word "material" as follows: "Thereafter, any single material default by the Contractor..."

 a. Accept
- 13. Article 9.4 Termination Due to Loss of Transfer Station Would the City agree to make this provision mutual as to both parties as follows: "Subject to the limitations contained herein, the City and the Contractor shall have the right..."
 - a. Accept, revise first sentence to: subject to limitations herein, either party may terminate."
- 14. Article 10.1.2 Liability Would the City agree to insert the word "negligent" before
 - Accept. Sentence should become "...resulting from the negligent actions
- 15. Article 10.1.3 Indemnification Would the City agree to delete "act" and insert "negligent" as follows: "and (b) is caused by a negligent omission, misconduct or negligence of the Contractor..."

 a. Accept with clarifications. Use "negligent act or omission", so gross negligence remains captured.
- 16. Article 10.1.3 Indemnification Would the City agree to include language making clear that the Contractor has no obligation to indemnify the City for claims arising from the City's own negligent or wrongful conduct?

 a. Accept. Add to the end of Art. 10.1.3: "...but only to the extent such
 - claims are not caused by the negligence, reckless or intentional misconduct of the City."
- Article 10.3 Damages Would the City agree to include language that neither party shall be liable to the other for consequential, incidental, or punitive damages?
 A. Accept in part. Add mutual waiver except for. (i) approved liquidated damages, (ii) indemnity obligations for third-party claims, (iii) damages resulting from gross negligence or willful misconduct. Language. 'Neither party shall be liable to the other for consequential, incidental or punitive damages, except for obligations arising from Article 10.1 (Indemnification),

- Article 10.4 (Administrative Charges), or damages resulting from a party's gross negligence or willful misconduct
- 18. Article 10.4 Administrative Charges Would the City agree to remove 10.4.(b) as not applicable to the scope of duties for this Contractor (i.e., should be
 - not applicable to me scope of duties for this Contractor (i.e., should be responsibility of operator of Transfer Station)?

 a. Utilities agrees that (b) is from to the 2004 contract and more appropriate related to transfer station operations. The draft contact has been marked up to delete these sections from the Agreement.
- 19 Article 10.4 Administrative Charges Would the City agree to remove subsection (c) as ambiguous and subjective?

 a. U littles agrees that (c) is from to the 2004 contract and is subjective. The assessment of administrative charges seems to be addressed adequately in the opening paragraph. The draft contact has been marked up to delete this section however City legal needs to advise.
- 20. Article 10.4.2 Payment of Administrative Charges Would the City agree to change the first sentence for clarify purposes to state as follows: "The Director shall assess any administrative charges within 30 days of the violation giving rise
 - shall assess any administrative to the charge."

 a. Accept: Replace with: "The Director shall assess any administrative charge within thirty (30) calendar days after becoming aware of the violation giving rise to the charge."
- 21. Article 3.11 re, permits & licenses directs proposers to Sec. 6.16, but there is no 6.16 in the draft agreement document. Please clarify if the proposed sites must be permitted to accept the various materials by the commencement date.
- be permitted to accept the various materials by the commencement date.

 a. The wording of section 3.1 in the draft agreement was from the 2004 contract and has been marked to be revised as follows. The Contractor shall secure, renew, modify if necessary, and pay for all Permits, licenses, inspections, and other governmental charges that are necessary for the Contractor's activities under this Agreement (e.g., environmental permits at the Disposal Facility or recyclable material processing facility, truck registrations; etc.). All Disposal Facility or recyclable material processing facility permits or licenses must be approved by FDEP prior commencement of use of such facility.

 22. Article 5.1.1 re. C&D requires C&D to be processed (recycled) for beneficial use or reuse "when feasible." Given the nominal volume of C&D, difficulty in separation at the transfer station, and excessive distance to C&D facilities, will the City consider disposal at a facility with RNG (Renewable Natural Gas recovery) as a beneficial use for C&D so that this material may be handled responsibly and cost-effectively?

- a. It is likely more cost effective for the City to consider C&D disposal at an It is likely more cost effective for the City to consider CSD disposal at an RNG landfill instead of requiring it to go to a CSD recycling facility. In the event the Haul Out Contract is awarded to a contractor other than the current Collections/TS OPS contractor the City would be required to provided for containment of the CSD on the City property. Currently any on-burnable CSD accepted by the City is immediately taken off-the city property to the TS Ops contractor property where it is combined with other CSD waste. At the time the CSD leaves the City property an outbound weight licket is generated and it becomes the possession of the contractor.
- contractor.
 23. The City specifies an overall proposal length of 10 double-sided pages excluding forms etc... Please verify if proposers must adhere to that guideline, or if the length may be increased to allow further clarity of responses. (There are many facets to this solicitation since it is broad in scope and nature of services.)
 - Please note that proposers must adhere to the required submas specified in the RFP.
- 24. The City specifies information required for Tabs 1, 4, and 5. Can you please
 - define what is required in Tabs 2 and 3? a. Please note that tabs should be as follows.
 Tab 1: Cover Letter
 Tab 2: Management Team

 - Tab 3: Project Management Tab 4: Financial Viability

 - Tab 5: Pricing and Rate Structure Tab 6: Special Conditions
- Tab 7: City Forms 5. Additional Resources: [No Changes]

David M. Myhan M. Myhan, President



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