

RESOLUTION NO. R-3275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING A CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES, BY AND BETWEEN THE CITY OF ROSENBERG AND WASTE CORPORATION OF TEXAS, L.P., DBA GFL ENVIRONMENTAL, IN RESPONSE TO RFP NO. T6931; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE CONTRACT DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council hereby selects and approves Waste Corporation of Texas, L.P., DBA GFL Environmental, to provide Solid Waste Collection and Disposal Services, in response to RFP No. T6931.

Section 2. The City Manager is hereby authorized to negotiate and execute for and on behalf of the City, appropriate Contract documents and/or agreements necessary to facilitate said services.

Section 3. A copy of the Contract is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 3rd day of May 2022.

ATTEST:

APPROVED:



Danyel Swint, TRMC, CITY SECRETARY



Kevin Raines, MAYOR



CONTRACT
SOLID WASTE
COLLECTION AND
DISPOSAL

CONTRACT FOR SERVICES

Solid Waste Collection and Disposal, City of Rosenberg, Texas

THIS CONTRACT FOR SERVICES ("Contract") is made and entered into and between the City of Rosenberg, a Municipal Corporation of Fort Bend County, Texas (hereinafter called the "City"), and Waste Corporation of Texas, L.P., DBA GFL Environmental, a Delaware limited partnership (hereinafter called "Contractor"(individually referred to as "party" and collectively as "parties").

WHEREAS, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive right, license, and privilege within the corporate limits of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, recyclable materials collection, removal, and disposal services with the exception of construction debris and special events for non-profits as specified and to perform all of the work called for and described in the Contract Documents (the "Work").
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth in this Contract:
 - (a) This Contract
 - (b) RFP T6931 and all revisions thereto including:
 - i. Instructions to Proposers
 - ii. General Specifications
 - iii. Proposal Cost Form
 - iv. Exhibits A – F
 - (c) Contractor's Sealed Response to RFP T6931 and all revisions thereto
 - (d) Performance Bonds
 - (e) Certificate of Insurance
 - (f) Certificate of Franchise Tax Account Status from the Office of the Texas Comptroller
 - (g) Executed Conflict of Interest Questionnaire
 - (h) Executed Form - 1295
3. Contract provisions. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
 - a. Residential Service. The Parties acknowledge and agree that Residential Service will be provided as described in the table titled Residential (Alternate Bid #10) contained in Contractor's Sealed Response to RFP T6931. Such Residential (Alternate Bid #10) table is attached hereto as Table 1.
 - b. Commercial Service. The Parties acknowledge and agree that Commercial Services will be provided as described in Contractor's Sealed Response to RFP T6931. Such Commercial Service table is attached hereto as Table 2.
 - c. Other Services. The parties acknowledge and agree that Other Services will be provided as described in Contractor's Sealed Response to RFP T6931. Such services are attached hereto as Table 3.

4. **Cart Assistance.** Contractor shall, at the City's request, provide house-side cart assistance service to any resident that the City has determined to be physically unable to place household waste curbside for collection. Contractor shall not charge an additional cost or fees for this service.
5. **Commercial Container service in residential areas.** Contractor will make special accommodations to commercial containers that cause a nuisance on a case-by-case basis. Contractor will make every effort not to disturb residents before 7:00 a.m., by servicing commercial containers.
6. **Contract terms.** The City, through its City Council, reserves unto itself the exclusive right to interpret the terms, provision, words, phrases, intent, and meaning of each and every provision of the Contract Documents and all attachments, exhibits and provisions referred to herein. In the event of dispute, disagreement, or misunderstanding as to the intent, meaning, purpose or conflict in any part or provision of the Contract Document, the City Council of the City shall provide the parties an opportunity to be heard at a public meeting, shall hear such argument or receive such written material that may be made available under such rules and may be established by the City Council for such purpose, and shall render a decision and/or provide such interpretation as shall be required. The decision of the City Council shall be final and binding and shall not be subject to appeal unless such decision is contrary to controlling applicable federal or state law. Nothing herein shall prevent City Council from meeting in closed session pursuant to the Texas Open Meetings Act to discuss or deliberate a dispute, disagreement, or misunderstanding as to the intent, meaning, purpose or conflict in any part or provision of the Contract Documents or any other issue related to the Work or this Contract.
7. This Contract is entered into subject to the following conditions.
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Except as otherwise provided for in the Contract Documents, neither the Contractor nor the City shall be liable for failure to perform their duties if such failure is caused by a natural catastrophe, including but not limited to hurricane, tornado, flood, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the party failing to perform.
 - c. In the event that any provision or portion thereof of any Contract Documents shall be found to be invalid unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
 - d. The Contractor agrees to pay to the City a five percent (5%) "Right of Way Rental Fee" as provided for in Section 26 of the Instructions to Proposers and Section 1.29 of the General Specifications. Said Instructions to Proposers and General Specifications are attached and incorporated into the Contract Documents.
 - e. Notwithstanding Section 21 of the Instructions to Proposers, the term of this Contract shall be for a period of ten (10) years, commencing on October 1, 2022, and concluding on September 30, 2032. At the expiration of the term of this Contract, the Contract may be extended for a single five (5) year period; provided, that at least one hundred eighty (180)

days prior to the expiration date of this Contract, Contractor provides City with written notice of its intent to extend this Contract. If City does not provide written notification of its intent to terminate this Contract within one-hundred eighty (180) days of its receipt of Contractor's intent to extend, then this Contract will automatically extend for a single five (5) year period. If the Contractor does not provide written notification of its intent to extend this Contract within one hundred eighty (180) days prior to the expiration of this Contract, this Contract will terminate on September 30, 2032. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year. To the extent of any conflict between this section and the other Contract Documents, this section shall prevail.

8. In consideration of the agreements and benefits of this Contract, Contractor hereby waives, releases, and agrees to hold the City harmless from any and all potential claims or causes of action for compensation, fees, or charges due to Contractor from the City under any and all prior contracts made and entered into by and between the City and Contractor for solid waste collection and disposal services.
9. **IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS PROVIDED FOR IN THE CONTRACT DOCUMENTS, CONTRACTOR AGREES THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONTRACTOR SHALL SAVE, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, SUITS, LOSSES, COSTS, FINES, PENALTIES AND ASSESSMENTS OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ASSERTED BY ANY PERSON OR ENTITY THAT IS IN ANY WAY ATTRIBUTABLE TO OR ARISING OUT OF OR IN CONNECTION WITH:**
 - A. **ANY FAILURE, BY CONTRACTOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE, REGULATION OR RESTRICTIVE COVENANT APPLICABLE TO THE WORK INCLUDING, BUT NOT LIMITED TO, THOSE PROMULGATED OR ENFORCED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, OR ANY COURT OR GOVERNING ENTITY EXERCISING APPROPRIATE JURISDICTION;**
 - B. **ANY BODILY INJURY, ILLNESS, SICKNESS, DISEASE, OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, REAL OR PERSONAL, IN ANY WAY ATTRIBUTABLE TO, ARISING OUT OF OR IN CONNECTION WITH, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBCONTRACTORS OR ASSIGNS;**

C. OPERATION OF LAW AS A CONSEQUENCE OF ANY OTHER ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBCONTRACTORS, OR ASSIGNS OR ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT ANY OF THEM HAS BEEN NEGLIGENT.

10. Independent Contractor Status. The Contractor shall at all times be and hold itself out to the public as an independent Contractor working on behalf of the City. The Contractor is not an agent, employee or servant of the City, nor shall anything herein be construed as creating a partnership, agency, joint venture, or other similar relationship between the City and Contractor and Contractor shall not claim any right arising from such other status. Nothing in the Contract shall authorize Contractor to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of, or in the name of the City.
11. Contractor shall not sublet any of the services to be provided under this Contract.
12. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss.
13. Transferability of Contract. Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.
14. Law to Govern. The Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
15. Venue. The Contract is performable in Fort Bend County, Texas, and therefore, the parties agree to that venue for any dispute under the Contract is proper in that county.
16. Cumulate Remedies Clause. Pursuit of any specific remedies provided for under the Contract Documents shall not preclude pursuit of any other remedies provided in this Contract or any other remedies provided by law, nor shall pursuit of any remedy provided in the Contract Documents constitute a waiver of any amount or performance due from the Contractor under this Contract or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in the Contract Documents, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Contract.
17. Injunctive Authority. The parties acknowledge that the failure of the Contractor to perform the Work under this Contract might damage the City in a way that could not be adequately compensated by monetary damages. The parties therefore agree that a breach or threatened breach of the Contractor's obligations hereunder may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

18. Contract Compliance Review and Audit. The City Manager or his/her designated representative shall have the right, at all reasonable times during the term of this Contract, after five (5) days written notice, to inspect the books and records of Contractor supporting the payment of the fee paid to the City under this Contract. In addition, the City shall have the right to have annual contract compliance review which would allow the City to assess the level of compliance of the Contractor with the contractual terms and conditions of this Contract. The reviews would include, but would not be limited to: a determination of whether fees were paid according to the contractual terms and conditions and review the process and procedures utilized by the Contractor for recording and record keeping activities associated with this Contract.
19. Reporting. Contractor shall be responsible for maintaining and submitting quarterly reports. Reports will have the information specified below and be in a Microsoft compatible digital format. The reports must include the following:
 - a. Amount of Waste and Recyclables Collected – Spreadsheet listing amount (in tons) of solid waste and recyclables collected.
 - b. Recyclable Set out Rates – Spreadsheet listing Areas (typically by route) and the percent of households that set out recyclables for collections. Set-out rates shall be provided on a quarterly basis.
 - c. Amount of recyclables collected and processed that are downgraded due to contamination - Spreadsheet with number of truckloads, amount of tons and percentages of overall recyclables collected.
20. Severability. Any provision of this Contract found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed here from, without invalidating the remainder of this Contract. All other provisions hereof shall remain in full force and effect.
21. Notice. All notices to be given by one party to the other party may be given by delivery in person, by means of a recognized delivery service, telecopy or by certified or registered mail, to the addresses set forth below. Each notice that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by hand, courier service, or telecopy, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger being conclusive evidence of delivery) or at such time as delivery is refused by the addressee upon presentation.
22. Nondiscrimination against firearm and ammunition industries. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
23. Anti-Boycott of Energy Companies. Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session.
24. Anti-Boycott of Israel. Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract, as those terms are defined by Chapter 2271, Texas Government Code, as enacted by H.B. 4170, 86th Legislature, Regular Session.

25. Foreign Terrorist Organizations. Contractor verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as those terms are defined by Chapter 2252, Texas Government Code, as enacted by S.B.252, 85th Legislature, Regular Session.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Rosenberg, Texas, as of May 3, 2022.



"City", City of Rosenberg, Texas, a Municipal Corporation of Fort Bend County, Texas

City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471

By: John Maresh

Name:

John Maresh

Title: City Manager

ATTEST:

Danyel Swint
Danyel Swint, TRMC, City Secretary

"Contractor", Waste Corporation of Texas, L.P.,
DBA GFL Environmental, a Delaware limited
partnership

8515 Highway 6 South
Houston, TX 77083
281-368-8397

By: [Signature]

Name: Anthony Pilkington

Title: Area Vice President

ATTEST:

Table 1

A. Rate schedule for Residential curbside refuse services, including processing, disposal and landfill fees:

Residential (Alternate Bid #10)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO times per week, 95 or 96-gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 95 or 96-gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ <u>15.18</u>	\$ <u>182.16</u>
Total dollar amount written in words	Fifteen Dollars and Eighteen Cents	One Hundred Eighty-Two Dollars and Sixteen Cents

**** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50**

Residential – Additional Solid Waste Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Poly cart option for residential customer to have an additional 95 or 96-gallon poly cart for solid waste; only trash inside container will be picked up.</p>	\$ <u>6.00</u>	\$ <u>72.00</u>
Total dollar amount written in words	Six Dollars and Zero Cents	Seventy-Two Dollars and Zero Cents

Residential – Recycling Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Poly cart option for residential customer to have an additional 95 or 96-gallon poly cart for recycling.</p>	\$ <u>6.00</u>	\$ <u>72.00</u>
Total dollar amount written in words	Six Dollars and Zero Cents	Seventy-Two Dollars and Zero Cents

Table 1

Residential- Polycart Option for Residential customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Polycart option for residential customer to choose a 64 or 65-gallon polycart in lieu of the larger 95-gallon polycart in bids; provide program materials with proposal and cost if any.	\$ <u>0.00</u> **Limited to 2 times per year – scheduled with City	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars And Zero Cents	Zero Dollars And Zero Cents

Residential - City-wide clean up event		
Summary of Service	Per Event / per year	Total Cost 10-year contract period
City-wide clean up once each year to include forty (40) yard roll-offs and two (2) collection vehicles, provide program materials with proposal and cost if any.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars And Zero Cents	Zero Dollars And Zero Cents

Central Residential Recycling Location – Recycle Bank Program		
Summary of Service		
Recycle Bank Program , provide program materials with proposal and cost if any.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars And Zero Cents	Zero Dollars And Zero Cents

** GFL to work with City to provide comprehensive education materials when awarded

Table 2

B. Rate schedule for services to containerized Commercial and Industrial Units, including processing, disposal and landfill fee

CONTAINERIZED BIN SERVICE						
Bin Size	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week
	1	2	3	4	5	6
2 CY	\$40.48	\$80.96	\$121.44	\$161.92	\$202.40	\$242.88
3 CY	\$60.72	\$121.44	\$182.16	\$242.88	\$303.60	\$364.32
4 CY	\$80.96	\$161.92	\$242.88	\$323.84	\$404.80	\$485.75
6 CY	\$121.44	\$242.88	\$364.32	\$485.75	\$607.19	\$728.63
8 CY	\$161.92	\$323.84	\$485.75	\$647.67	\$809.59	\$971.51

POLY CART ROLL-OUT PICKUP		
	Frequency per Week	Frequency per Week
	1	2
95 or 96 Gallon	\$20.50	\$23.00

COMMERCIAL HAND PICKUP	
	Frequency per Week
	1
Small	\$43.28
Large	\$51.85

ROLL-OFF PRICING			
SIZE	20 Cubic Yard	30 Cubic Yard	40 Cubic Yard
Delivery Fee Per Container	\$150.00	\$150.00	\$150.00
Monthly Rental Fee	\$0.00	\$0.00	\$0.00
Haul & Disposal Fee (each)	\$275.00 + \$40.78 / ton	\$275.00 + \$40.78 / ton	\$275.00 + \$40.78 / ton
Environmental Impact Fee	\$0.00	\$0.00	\$0.00
Fuel Surcharge Fee	\$0.00	\$0.00	\$0.00
TOTAL CHARGE PER HAUL*	\$275.00 + \$40.78 / ton	\$275.00 + \$40.78 / ton	\$275.00 + \$40.78 / ton
*Does not include the one (1) time delivery fee and monthly rental			

Commercial Pricing:

- Compactor Haul Rates and Monthly Rental will be negotiated directly with the customer depending on the size and equipment type

Table 2

Recycling – Commercial and Industrial Properties		
Summary of Service	Per Commercial or Industrial Property (Per Month)	Per Commercial or Industrial Property (Per Year)
Recycling Services for Commercial and Industrial Properties , provide program materials with proposal and cost.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars And Zero Cents	Zero Dollars And Zero Cents

** GFL to work with City to provide comprehensive education materials when awarded

Table 3

Other Services to be provided by contractor.

C. Beautification, recycling, and litter awareness program:

As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program that will be utilized during the term of this Contract. Mark as **Exhibit "C"** and submit with Proposal. There shall be no charge for this promotional program.

D. Rate for containers and/or collection vehicles for special events: The Contractor is to provide one or more collection vehicles on a per hour rate. The hourly rate will include all labor, material, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. Provide unit cost per hour, per collection vehicle with operators on **Proposal Cost Form** under **Additional Work**.

E. Schedule for fees for storms and other disasters: In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the **Proposal Cost Form** under **Additional Work**. For such event, Contractor shall guarantee to provide a minimum number of twenty-five (25) roll-offs and or a minimum number of fifteen (15) vehicles, including crew, at the cost indicated. Contractor shall respond within forty-eight (48) hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.

F. Rates for tree and brush mulching: submit hourly cost on **Proposal Cost Form** under **Additional Work**. Contractor will provide a written description of a program for residential tree and brush mulching and mark it as **Exhibit "D"**. Such description will include specifics as to the type of services and equipment available to the City, a proposal timetable for delivering such services, and the cost of such services. The City reserves the right to determine if such a program will be included in the scope of services, or to negotiate with the Contractor to include a modified program, in this Contract.

G. Contractor's alternative waste removal and recycling program: Contractor may, at its sole option, submit an alternate program customized by the Contractor to establish a waste removal and recycling program for the City. This program shall be submitted in addition to the Contractor's Proposal for Solid Waste Collection and Disposal. The alternative program shall provide complete details explaining the scope of the services in detail and must include a rate schedule. Such alternative program shall be marked as **Exhibit "E"** and submitted with the Proposal.

H. Additional collection units and hourly work made part of the Contract after contract execution shall be at the cost per unit in the **Proposal Cost Form**, adjusted for any approved cost increases since the Contract execution. The City may choose not to utilize any or all of the additional work. See **Additional Work** below:

Table 3

ADDITIONAL WORK		
Description	Bid in Dollars	Unit
Three (3) man crew and truck (provided within 24 hours of request)	\$ 400.00	Per Hour
Three (3) man crew and truck (provided more than 24 hours after requested)	\$ 400.00	Per Hour
Two (2) cubic yard bin, including delivery, pickup, and disposal	\$ 170.00	Each
Three (3) cubic yard bin, including delivery, pickup, and disposal	\$ 180.00	Each
Four (4) cubic yard bin, including delivery, pickup, and disposal	\$ 190.00	Each
Six (6) cubic yard bin, including delivery, pickup, and disposal	\$ 210.00	Each
Eight (8) cubic yard bin, including delivery, pickup, and disposal	\$ 230.00	Each
Roll-off container, including delivery, pickup, and disposal (indicate size: 40 cubic yards)	\$ 275.00 + \$40.78 / ton	Each
Tree and brush mulching, including labor, equipment and disposal (See F above)	\$ Dependent on event and type of service(s) needed	Per Hour

RFP NO. T6931 AND ALL
REVISIONS THERE TO
INCLUDING:

- i. Instructions to Proposers
- ii. General Specification
- iii. Proposal Cost Form
- iv. Exhibits A – F

RFP #T6931 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

1. PREPARATION OF THE PROPOSAL

A Mandatory **Pre-Proposal Conference** will be held on **Thursday, March 3, 2022, at 10:00 a.m. CST**, in the City Hall Council Chamber at 2110 4th Street, Rosenberg, Texas 77471. Meeting details will be posted on <https://app.negometrix.com/buyer/4612/tenders>.

Sealed Proposals must be received by **2:00 p.m. CST. Thursday, March 31, 2022.**

Proposals may be submitted via electronic submission or by hard copy to the City Secretary's Office at:

**City of Rosenberg
City Secretary's Office
RFP #T6931 – DO NOT OPEN IN MAIL ROOM
2110 4th Street
Rosenberg, TX 77471**

If submitting via hard copy, proposals must be delivered in a sealed envelope; including five (5) originals and one (1) electronic copy on USB flash drive. The Contractor's firm name and address must appear on the outside of the envelope. Envelopes must be clearly marked "**RFP #T6931 Proposal for Solid Waste Collection and Disposal Services**". Proposals submitted after the deadline will not be considered.

All Proposals must be prepared and signed by the Contractor on the forms attached hereto. The Proposal must be returned in its entirety. All blank spaces in each Proposal Cost Form together with appropriate schedules must be completed in full, in ink or typewritten.

The Proposals received will be compared on the basis of the summation of the lump sum amounts and the best value to the City.

The City is to decide which alternates, if any, would be added to the base proposal.

The City may consider incomplete any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals. Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered. The City has made every effort to comply with the laws of the State of Texas. Should any Proposer/Contractor determine the presence of any irregularity or violation, such irregularity or violation should be presented to the City prior to the scheduled Proposal due date.

2. PROPOSAL SECURITY

Each Proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifty Thousand Dollars (\$50,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a Contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.

Checks and bid bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Proposal has been selected within one hundred twenty (120) calendar days after the date of the opening of Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

3. EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract and the negligent act or omission mixed with the negligent act or omission of the City. The Contractor will not be responsible for the negligence of the City or any of its officers, agents, employees, or customers. The City will not be responsible for the negligence of the Contractor, or any of its officers, agents, employees, or customers.

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Coverage to be written by an insurance carrier (1) with at least an A or A- Rating by A.M. Best and Co. and (2) an admitted carrier in the State of Texas. The City may, at any time, request proof of current insurance on any one or all of the coverage's required below. The failure to maintain current insurance as required below may result in the termination of the Contract, save and except the Contractor's obligations to indemnify the City from all claims.

"This is to certify that the policies of Insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, reduction in limits, or substantial change in a policy affecting certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below with the City named as Additional Insured under General Liability coverage and Automobile Liability coverage:

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workmen's Compensation	Statutory and shall cover all employees including drivers	Statutory and shall cover all employees including drivers
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability-Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$1,000,000	
Excess Umbrella Liability	\$5,000,000	
Pollution Liability	\$1,000,000	

As an alternative to the previous list of limits, the Contractor may insure the above public liability and property coverage under a plan of self-insurance, upon providing sufficient evidence of financial solvency to support such a plan satisfactory to the City. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$500,000, with the result that the Contractor is its own insurer to that extent. The coverage may be provided by the Contractor's parent corporation.

Contractor waives its right of subrogation against the City releasing its right to recover Contractor's payments from the City, its officers, agents, and employees, for an injury covered by the above-described insurance for which injury the City, its officers, agents, or employees may be liable.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been sent to the Contractor by the City of Rosenberg.

The Contractor to whom the Contract shall have been awarded will be required to execute the City of Rosenberg Standard Contract and to furnish insurance certificates, all as required. In case of refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and Contractor's Proposal security (section 2 above) may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect. Such forfeited security shall be the sole remedy of the City.

5. SECURITY FOR FAITHFUL PERFORMANCE – PERFORMANCE BOND

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in Texas stating that the Performance Bond will be furnished to the Contractor submitting the Proposal in the event they are the successful Proposer. The original Performance Bond shall be produced by the Contractor within five (5) days of the award of the Contract, or the penalties for abandonment of the Proposal per section 3 above may be imposed. Said performance bond must be in an amount equal to sum of \$500,000 (five hundred thousand dollars and no cents) for the term of the Contract.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. Contractor shall, at its own cost and expense, provide all the supervision, materials, equipment, labor, and all other items necessary to effectively and properly render solid waste collection and disposal services and recyclables collection and processing in accordance with the Contract Documents.

8. CONDITIONS

Each Contractor shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the General Specifications.

The Contractor will provide for lawful disposal of refuse collected by the Contractor. It is also expected that the Proposer will obtain information concerning the conditions at other locations that may affect this work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself/herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his/her Proposal or the Contract. The City shall make all such documents available to the Proposers/Contractors.

Except with respect to events or conditions which are not discoverable, the Proposer shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions she/he may encounter or create, at his/her cost without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via e-mail, and if explanations are necessary, a reply shall be made in the form of an e-mail. A copy of this explanation will be forwarded to each known firm making a proposal and posted on the City's website.

Addenda issued to prospective Proposers prior to date of receipt of Proposals shall become a part of the Contract Documents and all Proposals shall include the work described in the addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, shall be e-mailed to all known prospective Proposers/Contractors and posted on the City's website, not later than five (5) days prior to the date fixed for the opening of proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

Each Contractor shall provide the following:

- a) For Individual Contractors – name, office and home address, phone numbers, e-mail addresses, fax numbers, federal tax id number, and copy of assumed name certificate, if any.
- b) For all other legal entities, including and not limited to corporations, LLC, LLP, Joint Ventures or any other legal form of operating entity, a copy of same Articles of Incorporation, or Certificate of Formation, or similar document, as filed in Texas, all of the information for the entity described in a. above, and the president, chairman, and or managing partner, together with a certificate of good standing from the Texas State Comptroller or Texas Secretary of State, as applicable.
- c) If the Contractor is a joint venture consisting of a combination of any or all of the above entities, the managing partner shall execute the Proposal, and all partners shall be fully identified.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The City will require submission with the Proposal certified supporting data regarding the qualifications of the Contractor in order to determine whether he/she is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him/her:

- a) An itemized list of the Contractor's equipment available for use on the Contract.
- b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the City.
- c) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become licensed, if its Proposal is accepted.
- d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of five (5) years and possesses not less than (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing in operations of comparable size to that contemplated by the Contract Documents.
- e) Disclose evidence of any civil or criminal complaints asserted against the Contractor or any of its principal officers or equity owners within the preceding five (5) years, including any parent or subsidiary companies and their principal officers or equity owners.

The Contractor may satisfy any or all of the experience and qualification requirements of Paragraph 11 by submitting the experience and qualifications of its Parent Corporation and subsidiaries.

12. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him/her:

- a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents. Evidence should include a list of all customers in the region including the contract information of the person managing the account.
- b) Evidence, in form and substance satisfactory to the City, that the Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- c) Evidence in form and substance satisfactory to the City, that Contractor's experience as a going concern in refuse collection and disposal, and recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.
- e) Reports of prior work, accident history, recycling, or other information.

The Contractor may satisfy any or all of the experience and qualification requirements of the paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

13. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his/her Proposal:

- a) Evidence of collusion among Contractors.
- b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c) Lack of responsibility as shown by past work, based on references provided by the Contractor, and judged from the standpoint of workmanship as submitted.
- d) Default on a previous City contract or failure to perform.

14. SCOPE AND BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof, the quality availability and adaptability of any personal property or services to the particular use required, the elements of the bid, including the number and scope of conditions attached, the bid, the ability, capacity, and skill of the Contractor to perform the Contract or service required, whether the Contractor can perform the Contract or provide the service promptly, or within the time required, without delay or interference, the character, responsibility, integrity, reputation, and experience of the Proposer; history and performance of Contractor in previous jobs, the sufficiency of the financial resources and ability of the Contractor to perform the Contract or provide service, the ability of the Contractor to provide future maintenance, repair, parts, and service for the use of the subject of the Contract, and other factors as shall be determined by the City.

15. QUANTITIES

The City estimates that the number of residential units to be initially serviced under the Contract is **10,000** units with a monthly average of 1,411 tons of trash disposal and 222 cubic yards of green waste disposal. The number of commercial and industrial collection services under the Contract is estimated to be **1,063**. *The quantities for commercial and industrial collection services does not include temporary roll-offs or compactors.* The Proposer may wish to utilize his own or other estimates and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimates for residential or commercial units. Unit price computations for all units shall be based upon such estimate.

ESTIMATED COMMERCIAL UNITS REQUIRING BIN SERVICE						
Bin Size (1)	Frequency Per Week					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2 CY	78	24	3	0	0	0
3 CY	34	24	0	0	1	0
4 CY	64	41	15	6	5	1
6 CY	49	58	28	5	4	2
8 CY	43	60	61	20	24	10
Commercial Poly Cart 95 gallon or 96 Gallon	385	18	0	0	0	0
TOTALS	653	225	107	31	34	13
Total Bins <u>660</u> Hand pick up Poly Cart <u>403</u> <u>Total Commercial Accounts 1063</u>						

16. PROPOSAL EVALUATION PROCESS

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a **100-point** scale.

The City’s process is as follows:

16.1 City staff shall form an evaluation committee which will be used to evaluate all proposals as follows:

- 16.1.1 Qualifications and Experience – 15 points
- 16.1.2 Project Methodology – 15 points
- 16.1.3 Service Yard and Facilities – 15 points
- 16.1.4 Transition Plan – 5 points
- 16.1.5 Customer Service and Public Education – 10 points
- 16.1.6 Rates and Fees – 40 points

Once proposals are scored, the evaluation committee will recommend a finalist to the City Council for approval to proceed with contract negotiations.

Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City’s judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

17. AWARD OF CONTRACT

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure of interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

The award of Contract, if made, shall be made to the Contractor whose Proposal, at the City’s sole discretion, furthers the best interest of the City. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration, and the validity of the Proposal. Award of a Contract, if made, shall be by the City Council of the City of Rosenberg, Texas.

18. COMPLIANCE WITH LAWS

Contractor, its officer, agents, employees, contractors, and subcontractors shall comply with all federal, state, and local statutes, ordinances, rules, and regulations. It is agreed and understood that, if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, Contractor shall immediately desist from and correct such violation. The Contract Documents shall govern the obligations of the Contractor where there may exist conflicting ordinances of the City on the subject.

19. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex or gender, race or color, religion, national origin, marital status, age, receipt of income from public assistance, disability, or familial status. The Contractor must be an equal opportunity employer.

20. RECYCLABLE MATERIALS

The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant the Contract Documents.

21. TERM

The term of service shall be ten (10) years, with one (1) five-year (5) renewal option pending agreement of both parties. Should either the City or the Contractor elect not to renew and extend the Contract for an additional five-year period, notice must be given, by certified mail-return receipt requested to the other party in writing not less than 180 days prior to the expiration of the Contract.

22. MUNICIPAL FACILITIES

Exhibit "A" is a list of municipal facilities the Contractor must provide the service as specified at no additional cost to the City. Contractor shall also provide service as determined by City for the addition of future municipal facilities not currently included on Exhibit "A" at no additional cost to the City during the term of this contract.

23. COMMUNITY AND SPECIAL EVENTS

The Contractor will be required to provide, at no cost to the City, services for community and special events as specified in section 3.04 of the General Specifications.

24. BEAUTIFICATION PROGRAM

As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program and mark it as **Exhibit "C"** that will be utilized during the term of this Contract. There shall be no charge for this promotional program.

25. STORMS AND OTHER DISASTERS

In case of a storm or other disaster, the City Manager, or her designee, may grant that Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City Manager, or her designee, of the estimated time required before regular schedules and routes can be resumed.

In case of a storm or other disaster where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the Proposal Cost Form.

26. RIGHT OF WAY RENTAL FEE

The Contractor agrees to pay to the City a Right of Way Rental Fee equal to five percent (5%) of the Contractor's gross billings for each month, for refuse collection, removal, and disposal services provided within the City including fees for roll-off containers and compactors. The City will deduct and retain five percent (5%) from the monthly invoice received by the City for residential and commercial services and pay the balance to the Contractor. Contractor is responsible for paying the City five percent (5%) each month for the right of way rental fee for roll-off and compactor services. Contractor shall also provide to the City a "Monthly Roll-off and Compactor Report" indicating, for such month, the roll-off and compactor services provided by the Contractor to customers within the City, including the size, location, frequency of collection and disposal, and the total of all fees billed by the Contractor for such services along with the payment. The Right of Way Rental Fee will not be calculated on sales and use tax. The five percent (5%) Right of Way Rental Fee shall be included in the base cost for selected services as proposed by the Contractor. The City reserves the right to add an administrative billing fee as determined by the City. This fee will be added to the base cost to establish the customer's cost.

This right of way rental agreement will only cover items that are quoted in this RFP. If there are other services that the Contractor would like to include, please quote, and include in RFP.

27. OPTIONS

The City of Rosenberg is using this RFP as a vehicle to describe the services required to fulfill its needs and not describe or limit the technologies used by the Contractor to provide such services. The Contractor represents, by submitting a Proposal, the Contractor has the tools, expertise, technology, and capacity to provide these services and the Contractor is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. Alternative Proposals are allowed as described in the Proposal Cost Form and may be submitted as **Exhibit "E"**. The City will expect and demand quality service from the successful Contractor at all times.

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General Specifications

1.00 -DEFINITIONS

1.01 Automated Collection - Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.

1.02 Bags - Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.03 Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units, ranging in size from 2 cubic yard (CY) to 8 cubic yard (CY).

1.04 Bulky Waste - Stoves, water tanks, washing machines, other household appliances, furniture, and other waste materials excluding refrigerators, construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for bins or containers.

1.05 City - City of Rosenberg, Texas.

1.06 Commercial and Industrial Refuse - All bulky waste, construction debris, garbage, rubbish, and stable matter generated by a producer at a commercial and industrial unit.

1.07 Commercial and Industrial Unit - All premises, locations, or entities, public or private, requiring refuse collection within the corporate limits of the City which are not a residential unit.

1.08 Commodity - Material that can be sold in a spot or future market for processing and use or reuse.

1.09 Commodity Buyer - A buyer or processor selected by Contractor pursuant to the Contract Documents, of recyclable materials delivered by Contractor.

1.10 Construction Debris - Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.11 Container - A receptacle with a capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed fifty (50) pounds.

1.12 Contract Documents - The Request for Proposals, Instructions to Proposers, Proposal Cost Form, General Specifications, Exhibits, Performance Bond, Certificate of Insurance, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor, and the executed Contract for Services,

1.13 Contractor - Such person, corporation or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and refuse and recyclable materials collections and processing under contract with the City.

1.14 Customer - An occupant of a residential, commercial hand collect, commercial or industrial unit who generates refuse.

1.15 Dead Animals - Animals or portions thereof greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

1.16 Disposal Site - A refuse depository physically located in the City or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse and dead animals.

1.17 Electronics Recycling – recycling or reuse of used electronic devices including but not limited to such items as mobile phones, computers, televisions, etc.

1.18 Garbage - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

1.19 Green Waste/Yard Waste/Brush – Grass clippings, leaves, tree trimmings, branches, and other items derived from plants, bagged or containerized, weighing less than fifty (50) pounds and limited to fifteen (15) bags and/or bundles. Tree and brush limbs shall be no larger than six (6) inches in diameter and cut into four-foot lengths.

1.20 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term hazardous waste shall also include batteries, tires, motor oil, used oil filters, gasoline, paint, and paint cans.

1.21 Municipal Facilities - Those specific municipal locations set forth in **Exhibit “A”** attached hereto.

1.22 Producer - An occupant of a commercial and industrial unit or a residential unit who generates refuse.

1.23 Polycart - A rubber-wheeled receptacle with a maximum capacity of ninety-five (95) gallons or ninety-six (96) gallons, or smaller carts of sixty-four (64) gallons or sixty-five (65) gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entry into the container by small animals. The weight of a polycart and its contents shall not exceed one hundred seventy-five (175) pounds. Uniform polycarts will be provided to each residential unit and commercial hand collect unit, with ownership retained by Contractor.

The Contractor shall be responsible for repairing or replacing damaged polycarts at no cost to the City. The Contractor shall be responsible for replacing a stolen polycart in such cases when the user provides a police report stating the polycart was stolen. The Contractor shall not be responsible for replacing a polycart in such cases where the resident causes damages due to gross negligence beyond normal wear and tear. For example: placing hot ashes in the polycart causing damage to the cart.

1.24 Recyclable Materials - Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic bottles (PE and HDPE), glass containers, aluminum cans, metal (tin) cans, and cardboard. Styrofoam is not included.

1.25 Recycling – the disposal of items including but not limited newsprint, magazines, plastic bottles (PE and HDPE), glass containers, aluminum cans, metal (tin) cans, and cardboard for collection by the Contractor pursuant to the Contract Documents.

1.26 Refuse - Residential refuse and bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.

1.27 Residential Refuse - All garbage, rubbish, green waste, and bulky waste generated by a producer at a residential unit.

1.28 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.

1.29 Right of Way Rental Fee - The Contractor agrees to pay to the City a right of way rental fee equal to five percent (5%) of the Contractor's gross billings for each month, for refuse collection, removal, and disposal services provided within the City including fees for roll-off containers and compactors. The City will deduct and retain five percent (5%) from the monthly invoice received by the City for residential and commercial services and pay the balance to the Contractor. Contractor is responsible for paying the City five percent (5%) each month for the right of way rental fee for roll-off and compactor services. Contractor shall also provide to the City a "Monthly Roll-off and Compactor Report" indicating, for such month, the roll-off and compactor services provided by the Contractor to customers within the City, including the size, location, frequency of collection and disposal, and the total of all fees billed by the Contractor for such services along with the payment. The right of way rental fee will not be calculated on sales and use tax. The five percent (5%) a right of way rental fee shall be included in the base cost for selected services as proposed by the Contractor. The City reserves the right to add an administrative billing fee as determined by the City. This fee will be added to the base cost to establish the customer's cost.

1.30 Roll-off – An open top container ranging from twenty (20) to forty (40) yards used for the placement of construction debris and other types of waste.

1.31 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

1.32 Special Events for Non-Profit Organizations: a special event held by a non-profit organization that is tax-exempt under section 501(c)(3) of the Internal Revenue Code, and organized and operated exclusively for exempt purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. Example is the Fort Bend County Fair.

1.33 Special Waste - Waste, from a non-residential source, meeting any of the following descriptions:

- a) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.),
- b) A waste transported in bulk tanker,
- c) A liquid waste,
- d) A sludge waste,
- e) A waste from an industrial process,
- f) A waste from a pollution control process,
- g) Residue and debris from the cleanup of a spill or release of chemical.

1.34 Solid Waste - All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the landfill disposal site under the applicable federal, state, and local laws, regulations and permits governing each.

1.35 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.36 Unusual Accumulated - (a) for residences, each regular collection more than six (6) containers of garbage, or the equivalent, and green waste/yard waste of more than fifteen (15) bags and/or bundles; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Contractor to be hazardous such as oil, acid, or caustic materials.

1.37 Large Commercial Pickup - Six (6) to ten (10) bags of refuse.

1.38 Small Commercial Pickup - Five (5) or less bags of refuse.

1.39 New Vehicle - A vehicle that has not been previously licensed.

2.00 -TYPES OF COLLECTION

2.01 Residential Collection - Contractor shall provide curbside collection service for the collection of residential refuse for each residential unit a minimum of one (1) time per week and residential recycling a minimum of one (1) time per week for each account held by the City and served by the Contractor. All refuse and rubbish must be properly containerized, and containers and bags shall be placed at curbside by 7:00 a.m. on the designated collection day.

2.02 Commercial and Industrial Accounts - Contractor shall, upon request, provide roll-offs and bin service for the collection and removal of solid waste from the premises of commercial, institutional, and industrial customers at such frequency as shall be reasonably required by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises from of accumulation of waste. If collection is from a bin, that bin should be located on a concrete pad to accommodate equipment. Bins shall be accessible from a concrete or asphalt street. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.03 Green Waste/Yard Waste/Brush/Bulky Waste - Contractor shall provide curbside collection service at a minimum of once per week for the collection of residential green waste, yard waste, brush, and bulky waste to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for green waste, yard waste, brush, and bulky waste.

2.05 Construction Debris, Stable Matter - Contractor shall provide for the special collection from residential units of construction debris, stable matter, or such other items.

2.05 Hazardous Waste - Also the Contractor may from time to time provide for the special collection of hazardous waste at commercial and industrial units and residential units at it sole discretion and upon such terms and conditions as Contractor shall specify.

3.00 -LOCATION OF ROLL-OFFS, BINS, POLYCARTS, CONTAINERS, BAGS, AND BUNDLES FOR COLLECTION

3.01 Location of Bins, Containers, Bags, and Bundles - Each polycart, container, bag, and or yard waste shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Polycarts, containers, bags, and yard waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, polycarts, containers, bags, and yard waste shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any polycart, container, bag, or yard waste not so placed.

3.02 Service Provided - Contractor shall provide roll-offs and bins for commercial and industrial units, whenever customers request their use. Each roll-off or bin shall be placed in an accessible, outside location, on a hard surface accessible from a concrete or asphalt street according to individual agreement. Contractor may decline to collect refuse in roll-offs or bins not so placed. The Contractor shall provide a polycart to each residential unit and commercial hand collection unit with ownership retained by the Contractor.

Contractor shall also be responsible to repair and/or replace damaged or stolen polycarts at no cost to the City.

3.03 Bins Provided - Within five (5) days of a request, all roll-offs and bins are to be provided by the Contractor. Commercial and industrial units may be allowed to utilize their own compactor.

3.04 Municipal Services Provided - Contractor shall provide, at no cost to the City, refuse collection services to certain municipal facilities, at the locations, frequencies, and type of services identified and described in **Exhibit "A"** attached hereto. Contractor shall also provide service as determined by City for the addition of future municipal facilities not currently included on Exhibit "A" at no additional cost to the City during the term of this contract.

Contractor agrees to furnish, at no cost to the City, in-place disposable trash containers, polycarts, bulk bins, and/or collection vehicles for up to eighteen (18) community wide and special events per year. This service shall be provided subject to the Contractor's receipt of at least seventy-two (72) hour notice from the City for the following events:

- a) Fort Bend County Fair Parade each year, to include two hundred eighty (280) disposable trash containers or polycarts, and or recycling polycarts,
- b) Family Fourth event each year in July, to include one (1) thirty (30) yard roll-off and thirty (30) disposable trash containers or polycarts, and or recycling polycarts,
- c) Christmas in Rosenberg event each year in December to include one (1) twenty (20) yard roll-off and thirty (30) disposable trash containers or polycarts, and or recycling polycarts,
- d) Up to fifteen (15) City events each year city wide to include up to twenty (20) disposable trash containers or polycarts, and or recycling polycarts.

In case of a storm or other disaster, the City Manager, or his designee, may grant to the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City Manager, or his designee, of the estimated time required before regular schedules and routes can be resumed.

Storms and other disasters: In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the Proposal Cost Form under Additional Work. For such event, Contractor shall guarantee to provide a minimum number of twenty-five (25) roll-offs and or a minimum number of fifteen (15) vehicles, including crew, at the cost indicated. Contractor shall respond within forty-eight (48) hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.

4.00 -COLLECTION OPERATION

4.01 Hours of Operation

Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Residential collection days shall be limited to Monday-Friday. Exceptions to collection hours and collection days shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- a) Hours for collection of commercial and industrial refuse shall take place at the discretion of the Contractor.

4.02 Routes of Collection

- a) Residential unit collection routes shall be established by the Contractor. Contractor shall submit a map designating the residential unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting residential units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.
- b) Commercial and industrial unit collection routes shall be established by the Contractor at its sole discretion. Frontload bins will be allowed only if accessible by a concrete or asphalt street and a concrete or asphalt parking lot or entrance.

4.03 Holidays & Special Pickups - The following shall be holidays for purposes of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the holiday falls on a service day, trash will be picked up on the next day. For example, if the service days are Monday and Thursday, and the holiday falls on a Monday, the trash will be picked up the next day which will be Tuesday; in such case the Tuesday service route will still be picked up on Tuesday. If the holiday falls on a Friday service day, trash will be picked up on the next day which will be Saturday. All other route schedules will remain the same.

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential units at least once per week when a holiday falls on a regularly scheduled collection date. Contractor will provide a refrigerator magnet to each resident, with the schedule for each holiday listed.

Special pickups may be arranged by the Contractor in instances where property owners and/or residents have items in quantities or types not covered by the Contract and specifications. Such special pickups shall not be governed by this Contract. All arrangements shall be made between the Contractor and the owners or residents.

4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall keep and maintain a complete and accurate log of all such complaints and shall provide copies of said logs to the City monthly. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

Within twenty-four (24) hours after receipt of notice, either written or by telephone. The Contractor shall take the necessary action to pick up missed collections, clean up strewn or spilled refuse, replace lids and remedy all valid complaints. The Contractor shall immediately contact the City Manager, or his/her designee, concerning a complaint which he feels is not valid. Failure by the Contractor to remedy valid complaints within twenty-four (24) hours may cause the City to take punitive action under the terms of the Contract, as per the Penalty Schedule.

Penalty Schedule	
Omission/Incident	Penalty
Commencement of residential collection prior to 7:00 a.m. or after 7:00 p.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart \$100 each incident per Detachable Container
Failure to complete a City residential block. An incomplete block is where more than five (5) houses within the same block for either trash, recycling, or bulk are not collected	\$150 per incident
Days incomplete. Days are incomplete if more than four (4) blocks are not collected on the scheduled day	\$1,000 when not completed on the scheduled day \$2,500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers including polycarts, bins, or roll-offs to new participating locations within (5) business days of the receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver, repair or replace polycarts, bins, or roll-offs to any residential, commercial or industrial unit for any reason within (5) business days of notification	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place polycarts, bins, or roll-offs back at customer original set out location	\$500 for over 50 incidents per month

4.05 Collection Equipment – No collection vehicle shall be larger than thirty (30) cubic yards in capacity. All vehicles, bins, roll-offs, polycarts (if service is selected) and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. During the term of this Contract, Contractor shall maintain a fleet of vehicle of average age of five (5) years or less, with all vehicles being less than ten (10) years in age.

Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible from one hundred fifty (150) feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to ensure compliance of equipment with Contract or require equipment replacement schedule to be submitted to City.

Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

4.06 Spillage - The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Contractor's point of contact with the City so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

4.07 Hazardous Waste - Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

4.08 Protection from Scattering - Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.09 Office - The Contractor shall maintain an office or such other facilities such as a toll free number, web site and email contact information through which he/she can be contacted from 8:00 a.m. to 5:00 p.m. Monday through Friday.

4.10 Hauling - All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.11 Disposal - All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal, including landfill fees, shall be at the Contractor's sole cost and expense.

4.12 Notification - The Contractor shall notify all producers at residential units about complaint procedures, regulations, and day(s) for scheduled refuse collection.

4.13 Point of Contact - All dealings, contact, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee, and by the City to the Manager of Business Development, Municipal Services for the Contractor.

5.00 -EFFECTIVE DATE

The Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on October 01, 2022.

6.00 -INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

7.00 -LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and by the State.

8.00 -NOTICE

Any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid and registered or certified, or by delivering the same to an officer of such party herein identified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so postmarked. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the official address of the Contractor and the City, until changed as hereinafter provided shall be as follows:

If to City:

City Manager
City of Rosenberg
P.O. Box 32
2110 4th Street
Rosenberg, Texas 77471

If to Contractor:

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

9.00 -REMEDY

9.01 Subject to applicable laws, in the event the City determines that the Contractor has breached this Contract or has failed to perform, the City may:

- a) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages, or charge to and collect from the Contractor liquidated damages pursuant to Section 4.04 of this Contract, or
- b) Commence an action at law for monetary damages or seek other equitable relief, or
- c) Seek recovery from the corporate surety for all damages resulting from the failure of the Contractor to observe and perform any provision of the Contract.

9.02 The Contractor shall not be relieved of any of its obligations to comply promptly with any provision of the Contract by reason of any failure of the City to enforce prompt compliance.

10.00 -BASIS AND METHODS OF PAYMENT

10.01 Collection and Disposal Rates

- (a) The City agrees to pay to the Contractor per residential unit per month for curbside collection of residential refuse as provided in Section 3.00 hereof. The City estimates that the number of residential units to be initially served under this Contract is **10,000**. Contractor is required to utilize its own or other estimate and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimate for residential or commercial and industrial units.
- (b) The City agrees to pay to the Contractor a fee for collection of commercial and industrial refuse, as set forth in Section 3.00 hereof, in accordance with the commercial pricing matrix identified and described in **Exhibit "B"** hereof. The number of commercial and industrial collection services under this Contract is estimated to be **1,063**. Contractor is required to utilize its own or other estimate and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimate for residential or commercial and industrial units.
- (c) The refuse collection charges shall include all disposal costs.
- (d) Contractor may, at its option, elect to acquire bags from a supplier of its choice and attempt to market such bags to residential units, however, this option in no way interferes with the right of each owner or occupant of a residential unit to obtain bags from another source.

10.02 Modification to Rates

- (a) All modifications to rates under this Contract shall be subject to the approval of the City Council.

The fees to be paid to the Contractor for the solid waste collection and disposal services as provided in paragraphs (a) and (b) of Section 10.01, for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index.

The Following Series from the Bureau of Labor Statistics (BLS) will be used in the calculation:
CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Series Title: All items in Houston-The Woodlands-Sugar Land, TX, urban wage earners and clerical workers, not seasonally adjusted
Series ID: CWURS37BSA0
Seasonality: Not Seasonally Adjusted
Survey Name: CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Measure Data Type: All items
Area: Houston-The Woodlands-Sugar Land, TX
Item: All items

As of the end of the second year of the Contract and every twelve months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the period beginning October 1st of that year. In the event that the BLS series report specified above is no longer published, updated, or otherwise hinders the calculation of the rate, the City may in its sole discretion determine an alternative BLS report to use. In no case will the increase or decrease in the CPI exceed 2.5%.

- (b) As soon as possible after a Rate Modification Date, Contractor shall send to the City a comparative statement setting out the change in rates and costs. The comparative analysis shall contain the following:
- I. The index value on the Rate Modification Date versus the index value on the Rate Modification Date for the preceding period and the percentage change between the two index values.
 - II. A column containing the current fees which are being charged by the Contractor by customer or service class and a separate column that contains the new fees that will be charged by the Contractor by customer or service class based on the Rate Modification. In addition, there should be a separate column that contains the variance in dollars and cents from the current fees from the previous fees. The City may require the Contractor to use a form of its design.
- (c) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, (including increases or addition of taxes or fees, such as fuel taxes, environmental fees, and landfill disposal charges), and will include significant increase in costs resulting from revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges. City shall have sole discretion, but no obligation to approve, any additional rate and price adjustments petitioned under this provision.

10.03 City to Act as Collector - The City shall submit statements to and collect from all residential and commercial and industrial units for all services provided by the Contractor, including those accounts that are delinquent. Contractor shall submit statements to the City for services provided in accordance with Section 2.00.

10.04 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service at any residential or commercial and industrial unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall, to the extent permissible by law, indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation or attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

10.05 Contractor Billings to City - The Contractor shall bill the City for services rendered to residential and commercial and industrial units within ten (10) days following the end of the month and the City shall pay the Contractor within thirty (30) days of receipt of the invoice. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered to residential and commercial and industrial units irrespective of whether or not the City collects from the customer for such service.

11.00 -TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

12.00 -EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide refuse collection, removal, and disposal services within the corporate limits of the City with the exception of construction debris as defined in Section 1.10 *and special events for non-profits as defined in Section 1.32*. The Contractor shall at all times have the right of first refusal to the collection of dead animals and hazardous waste from residential units and from commercial and industrial units.

13.00 -OWNERSHIP

Title to refuse and dead animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the customer's premises, whichever last occurs.

14.00 -TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 15-day period from the date of the receipt of said notice from the City to remedy any failure to perform. Should the City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, the City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should the City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for the City or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

15.00 -FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

In the event of a disaster, the Contractor will resume service as soon as reasonably possible and after any additional contracts are activated.

16.00 -SEVERABILITY

In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of any contract document.

The Contractor agrees the City has not, and does not, waive any immunities or exemptions, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

Proposal Cost Form

The undersigned Proposer/Contractor, having carefully read and considered the terms and conditions of the Contract Documents for **Solid Waste Collection and Disposal for the City of Rosenberg**, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents as the rates (expressed in words and figures) hereinafter set forth.

If this Proposal is accepted, the undersigned Proposer/Contractor agrees, to enter into a Contract with the City of Rosenberg ("the City"), to complete all services and perform all work in strict conformity with the terms and conditions set forth in the Contract Documents and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants of the City.

Proposer declares that no person(s) or entity(ies) other than those named herein are interested in this Contract; that this Proposal is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this Proposal/Contract, or in any portion of the profit to be derived thereof, or employed by or in any way an owner of any interest in Proposer.

This Proposal is not required by law to be awarded to the lowest responsible Proposer. Therefore, the City retains the right to award this contract based upon the Proposal which is deemed to be in the best interest of the City. **The term for the operations agreement is for a hundred and twenty (120) month period beginning October 01, 2022.**

In submitting this Proposal, Proposer/Contractor represents, as more fully set forth in the RFP, that Proposer has:

1. Examined the Notice, Request for Proposals, Table of Contents, Instructions to Proposers, General Specifications, Exhibits, Proposal Cost Form, Performance Bond, Contract for Services, Resolution/Ordinance of the City authorizing the work and services, any addenda or changes to the Contract, with all conditions contained therein;
2. Examined the actual size and location where the services are to be performed;
3. Familiarized himself/herself with the legal requirements, including, but not limited to, all federal, state and local laws, ordinances, rules, and regulations;
4. Made such independent investigations as he/she deems necessary;
5. Has satisfied himself/herself as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or be encountered in the performance of the work; and
6. Has made his/her bid on the basis of the above examinations, and not on the basis of any representations or promises made to him/her by the City, or any agent of the City.

Proposer agrees as follows:

1. That this Proposal shall remain open and may not be withdrawn for one-hundred and twenty (120) days after the prescribed date of acceptance by the City.
2. That he/she accepts all of the terms and conditions of the RFP, including, without limitation, those dealing with the disposition of his/her Proposal Security;

3. And that, upon acceptance of the Contract, he/she will execute a Contract and will furnish the required Performance Bond and insurance certificates as set forth in the attached Contract Documents.

Scope of work: In accordance with the General Specifications and Contract Documents, Contractor will complete the work for the following in the contract area consisting of single-family and multi-family residential and designated non-residential customers. The City is to decide which alternates, if any, would be selected. Prices shall include all applicable federal, state, county, and city taxes for the following:

1. Refuse collection, including bulky waste collection
2. Curbside recycling collection and processing
3. Green waste collection and processing
4. Disposal, landfill, or processing fees

A. Rate schedule for Residential curbside refuse services, including processing, disposal and landfill fees:

Residential (Base Bid)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 95 or 96 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #1)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 64 or 65 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #2)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor. Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #3)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 95 or 96 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #4)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 64 or 65 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #5)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by the contractor. Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #6)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential (alternate bid #7)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 95 or 96 gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #8)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 64 or 65 gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #9)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #10)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 95 or 96 gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal One time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential (Alternate Bid #11)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 64 or 65 gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential – Additional Solid Waste Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit	Per Residential Unit
<p>Poly cart option for residential customer to have additional 95 or 96-gallon poly cart for solid waste; only trash inside container will be picked up.</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential – Recycling Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit	Per Residential Unit
<p>Poly cart option for residential customer to have an additional 95 or 96 -gallon poly cart for recycling</p>	\$ _____	\$ _____
Total dollar amount written in words		

Residential - Polycart Option for Residential customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Polycart Option for residential customer to choose a 64 or 65 gallon polycart in lieu of the larger 95 gallon polycart in bids; provide program materials with proposal and cost if any.	\$ _____	\$ _____
Total dollar amount written in words		

Residential - City-wide clean up event		
Summary of Service	Per Event/per year	Total Cost 10-year contract period
City-wide clean up once each year to include forty (40) forty-yard roll-offs and two (2) collection vehicles, provide program materials with proposal and cost if any.	\$ _____	\$ _____
Total dollar amount written in words		

Central Residential Recycling Location - Recycle Bank Program		
Summary of Service		
Recycle Bank Program , provide program materials with proposal and cost if any.	\$ _____	\$ _____
Total dollar amount written in words		

Recycling - Commercial and Industrial Properties		
Summary of Service	Per Commercial or Industrial Property (Per Month)	Per Commercial or Industrial Property (Per Year)
Recycling Services for Commercial and Industrial Properties , provide program materials with proposal and cost.	\$ _____	\$ _____
Total dollar amount written in words		

B. Complete attached Exhibit “B” Rate Schedule for Services to Containerized Commercial and Industrial Units, including landfill fee; refer to RFP, item 15. Quantities for estimated units.

C. Beautification, recycling, and litter awareness program:

As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program that will be utilized during the term of this Contract. Mark as **Exhibit “C”** and submit with Proposal. There shall be no charge for this promotional program.

D. Rate for containers and/or collection vehicles for special events: The Contractor is to provide one or more collection vehicles on a per hour rate. The hourly rate will include all labor, material, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. Provide unit cost per hour, per collection vehicle with operators on **Proposal Cost Form** under **Additional Work**.

E. Schedule for fees for storms and other disasters: In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the **Proposal Cost Form** under **Additional Work**. For such event, Contractor shall guarantee to provide a minimum number of twenty-five (25) roll-offs and or a minimum number of fifteen (15) vehicles, including crew, at the cost indicated. Contractor shall respond within forty-eight (48) hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.

- F. Rates for tree and brush mulching:** submit hourly cost on **Proposal Cost Form** under **Additional Work**. Contractor will provide a written description of a program for residential tree and brush mulching and mark it as **Exhibit "D"**. Such description will include specifics as to the type of services and equipment available to the City, a proposal timetable for delivering such services, and the cost of such services. The City reserves the right to determine if such a program will be included in the scope of services, or to negotiate with the Contractor to include a modified program, in this Contract.
- G. Contractor's alternative waste removal and recycling program:** Contractor may, at its sole option, submit an alternate program customized by the Contractor to establish a waste removal and recycling program for the City. This program shall be submitted in addition to the Contractor's Proposal for Solid Waste Collection and Disposal. The alternative program shall provide complete details explaining the scope of the services in detail and must include a rate schedule. Such alternative program shall be marked as **Exhibit "E"** and submitted with the Proposal.
- H. Additional collection units and hourly work** made part of the Contract after contract execution shall be at the cost per unit in the **Proposal Cost Form**, adjusted for any approved cost increases since the Contract execution. The City may choose not to utilize any or all of the additional work. See **Additional Work** below:

ADDITIONAL WORK		
Description	Bid in Dollars	Unit
Three (3) man crew and truck (provided within 24 hours of request)	\$	Per Hour
Three (3) man crew and truck (provided more than 24 hours after requested)	\$	Per Hour
Two (2) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Three (3) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Four (4) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Six (6) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Eight (8) cubic yard bin, including delivery, pickup, and disposal	\$	Each
Roll-off container, including delivery, pickup, and disposal (indicate size: 40 cubic yards)	\$	Each
Tree and brush mulching, including labor, equipment and disposal (See F above)	\$	Per Hour

Contractor may elect to waive the above charges dependent upon the circumstances or event for which they may arise.

- I. Specifications and Warranty Policy for Polycart.** Please provide a description of the residential Polycart specifications including color, size, capacity, manufacturing process, hardware, etc., and the warranty of the residential Polycarts which will be provided with the service, if applicable. See Polycart definition 1.23, of the General Specifications. Include an implementation schedule for automation that would be considered aggressive, yet reasonable to achieve. Mark this document, and any attachments, pictures, or other documents relating to this exhibit, as **Exhibit "F"**. The City of Rosenberg reserves the right to examine a sample container.

EXHIBIT "A"

Service Requirements for Municipal Facilities

The Contractor is required to provide the service as indicated below at no additional cost to the City per Section 3.04 in General Specifications.

LOCATION	ADDRESS	FREQUENCY OF SERVICE PER WEEK	NUMBER OF BINS	BIN SIZE
Seabourne Creek Sports Complex	3701 Fountains Drive	1x Nov. – Jan 2x Feb. – Oct.	1	4 CY
Seabourne Creek Sports Complex	3701 Fountains Drive	1x Nov. – Jan. 2x Feb. – Oct.	1	Recycling
Seabourne Creek Sports Complex	3701 Fountains Drive	Contents of Recyclers are placed into the Recycling Bin for pick-up service	(6) "Big Bottle Recyclers" or similar containers	Bottle Recycler is 35-gallons each
Sunset Park	2017 Mulcahy Street	2x	1	4 CY
Parks Maintenance	3720 Airport Avenue	1x	3	4 CY
Parks Maintenance	3720 Airport Avenue	2x	1	Recycling
Parks Maintenance	3720 Airport Avenue	As needed	1	40 CY Rolloff
Police Station	2120 4th Street	2x	1	N/A
Fire Administration	4336 Hwy 36 South	2x	Hand Collection	3 poly carts
Fire Station No. 1	1013 4th Street	1	1	6 CY
Fire Station No. 2	5320 Reading Road	2x	Hand Collection	3 poly carts
Fire Station No. 3	6226 August Green Drive	2x	Hand Collection	2 poly carts
Fleet Maintenance	210 Mulcahy Street	3x (M,W,F)	1	6 CY
Utilities Department	2700 Avenue A	3x (M,W,F)	2	4 CY
Utilities Department	2700 Avenue A	As needed	2	40 CY Rolloff
Street Department	220 Mulcahy Street	1x	2	6&4 CY
Sewer Plant No. 2	3650 N. Fairgrounds Road	3x (M,W,F)	1	6 CY
Sewer Plant No. 2	3650 N. Fairgrounds Road	1x	1	6 CY Grit Bin
City Hall	2110 4th Street	2x	1	4 CY
City Hall Annex	2220 4th Street	2x	1	4 CY
Civic Center	3825 Highway 36 South	3x (M,W,F)	1	6 CY
Animal Control Facility	1207 Blume Road	1x	1	4 CY
Downtown Parking	1830 Ave F	2x	1	4 CY

Upon the City's request, Contractor will provide a Recycling bin placed at an appropriate location.

EXHIBIT "B"

Rate schedule for services to containerized Commercial and Industrial Units, including processing, disposal and landfill fee

CONTAINERIZED BIN SERVICE						
Bin Size	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week
	1	2	3	4	5	6
1 CY						
2 CY						
3 CY						
4 CY						
5 CY						
6 CY						
7 CY						
8 CY						
COMMERCIAL HAND PICKUP						
Small						
Large						
POLY CART ROLL-OUT PICKUP						
95 or 96 Gallon						
ROLL-OFF PRICING						
SIZE	20 Cubic Yard		30 Cubic Yard		40 Cubic Yard	
Delivery Fee Per Container						
Monthly Rental Fee						
Haul & Disposal Fee (each)						
Environmental Impact Fee						
Fuel Surcharge Fee						
TOTAL CHARGE PER HAUL*						
*Does not include the one (1) time delivery fee and monthly rental						

Commercial Pricing:

EXHIBIT “C”

Beautification, Recycling, and Litter Education Program utilized during the term of this Contract.

[Information Provided by the Contractor]

EXHIBIT "D"

Residential Tree and Brush Mulching

[Information Provided by the Contractor]

EXHIBIT "E"

Alternate Program to establish a waste removal and recycling program

[Information Provided by the Contractor]

EXHIBIT “F”

Pictures, Specifications and Warranty Policy for Polycarts

[Information Provided by the Contractor]

CONTRACTOR'S
SEALED RESPONSE
TO RFP NO. T6931 AND
ALL REVISIONS
THERE TO

Proposal for Solid Waste Collection and Disposal Services

Electronic Copy

City of Rosenberg, TX

RFP #T6931 Solid Waste Collection and Disposal Services

Submittal: March 31, 2022; 2:00pm

Attn: City Secretary



Green Today. Green For Life. | gflenv.com



GFL Environmental is pleased to provide our proposal package for RFP #6931 Solid Waste Collection and Disposal Services. Please direct any questions about this proposal package to Suzanne Haboush, Government Contracts Manager by phone at (832) 954-8211 or by email at shaboush@gflenv.com.

Submitted to:

City of Rosenberg
City Secretary
2110 4th Street
Rosenberg, TX 77471

Submitted by:

Waste Corporation of Texas, L.P.
DBA GFL Environmental
8515 Highway 6 South
Houston, TX 77083

Electronic Copy

A handwritten signature in blue ink, appearing to read 'Tony Pilkington', written over a horizontal line.

Tony Pilkington
Area Vice President

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Tab 1: Message from GFL



March 31, 2022

RE: RFP – Proposal for Solid Waste Collection and Disposal Services,

On behalf of GFL Environmental, I am pleased to submit this package in response to the city's solid waste collection RFP. For myself and our GFL family, the city of Rosenberg is not just another contract. The city of Rosenberg is a place where a number of our employees and their families call home. It's a place where their families attend school, support local businesses, and take part in community organizations. From our employees to myself, we have a vested interest in ensuring that the city of Rosenberg is beautiful and has a long lasting partnership with a great solid waste and recycling collection provider.

Education and Community Stewardship Matters to GFL!

My goal as a solid waste and recycling collection provider is not just to be a vendor but to be a true partner to the city and a steward of the community. You will see throughout our package that we are committed to partnering with the city and giving back to the community. As a part of our offer, we would like to donate \$10,000 annually towards Keep Rosenberg Beautiful. We also offer educational programs on the importance of recycling and sustainability as well as partnerships with local schools for scholarships.

You Will Have a Local Partnership with GFL.

Another way that we build an "on the street" partnership is by having a dedicated supervisor in the city every day during the collection process. This individual will work closely with code enforcement and city staff and will interact with the residents on a daily basis. We are also extremely proud to offer a local call center which is located only 15 miles away from your great city. GFL believes that there is no one better to take the calls from your residents than their own local friends and neighbors. Lastly, our landfill is close to your city's backyard. Just 14 miles away is our Fort Bend Regional Landfill. With close proximity to the city we will be able to reduce our time away from the city when our trucks are loaded. This means we will be in and out of the city in a timely manner.

Thank you for your consideration during this bid process and we look forward to developing a wonderful partnership not only with city staff but with the residents of Rosenberg.

Sincerely,

Matt Cartier
Regional Vice President
GFL
832-919-5132

Tab 2: Proposal Evaluation

2.1 Qualification and Experience

Waste Corporation of Texas, L.P. or WCA was formed in 2000 and in 2020 was acquired by GFL Environmental, Inc. GFL Environmental, Inc. was founded in 2007. Currently GFL provides service for many municipal contracts in the Greater Houston area and has maintained a partnership with these local communities for over 15 years. More information is provided in Section 2.5 regarding the specific customers in which similar service is provided.

GFL Environmental, Inc. is a leading North American provider of diversified environmental solutions. Recognized by our signature fleet of well-maintained, **bright green trucks**, we offer a robust, consolidated and sophisticated approach to meeting our customer's environmental service requirements.

GFL is the **only** major diversified environmental services company in North America offering services in solid waste management, liquid waste management, and infrastructure development.

Our services include:

- Collection, hauling, sorting, transfer and disposal of non-hazardous solid waste (including recyclable materials and organics).
- Identification, collection, transport, processing, recycling, and disposal of a broad range of hazardous and non-hazardous liquid wastes (plus sale of recycled liquid wastes and other liquid products); and
- Infrastructure services, including site excavation, demolition, shoring and foundations, civil projects, soil retention and remediation, and more.

Through GFL's strategically located network of facilities across Canada and The United States, we have capabilities that can be mobilized to service our customers wherever they are. Our dedicated, professional team of more than **18,000 employees** provides local service to approximately **4 million households** under municipal contracts, and more than **135,000 industrial, commercial, and institutional customers**.

In all of our diverse service offerings, GFL is known for an unparalleled commitment to customer service, reliability, and efficiency plus an unwavering focus on safety and ensuring compliance with environmental and legislative requirements.

We believe that by providing accessible, cost-effective environmental solutions we will encourage greater environmental responsibility and allow our customers and the communities we serve to be **GREEN FOR LIFE**.

GFL Environmental's solid waste services in Canada and The United States include the collection, transportation, transfer, recycling, and disposal of solid waste for municipal, residential, commercial, industrial, and institutional customers. Our **extensive industry knowledge** and experience – combined with our teams of trained professionals and fleets of **modern equipment** – allow us to provide any solid waste collection or disposal service you may require. In addition to a full range of tailored collection and disposal services with 24/7 dispatch, we offer comprehensive waste audits and environmental consulting to make GFL your full-service environmental solutions partner.

Our solid waste facilities include hauling yards, transfer stations, material recovery facilities, organics processing facilities and landfill – all serviced by our dependable fleet of signature green GFL vehicles. Part of our fleet is powered by **compressed natural gas** – a greener alternative to diesel powered vehicles – and we continuously look for opportunities to replace more of our diesel fleet with these vehicles.

GFL's services reduce the impacts that customer waste materials can have on public health and the environment thanks to responsible management practices such as the recovery of reusable resources and the composting of organics.

Green For Life operates a broad network of facilities for the safe, regulated disposal of your municipal solid waste or construction and demolition debris. Commercial and industrial businesses, construction projects and municipal collection programs can take advantage of a fully regulated disposal option for solid non-hazardous waste through GFL's specially designed and operated landfills. Our landfills incorporate the latest technology in their cell construction – including systems to collect leachate for treatment. We also invest in landfill gas-to-energy technology that uses landfill gas to generate power for local utilities.

At GFL, we proactively implement programs and practices which promote **equality, diversity, and integration**. We always look to hire and retain local talent. We believe in investing in the local community and investing in the people within those communities. We understand the importance of managing large municipal contracts and we will provide the best team of qualified personnel to assist in the transition of services and maintain the highest level of customer satisfaction to the City of Rosenberg. Below are backgrounds on our **LOCAL** management team.

Regional Vice President

Matt Cartier

Matt has 13 years of experience in the waste industry, with various, and increasing levels of responsibility in Operations Management and Leadership. Matt is familiar with the City of Rosenberg as it was in a previous company's portfolio of business. Matt joined GFL in 2015 and has held several roles from Site Manager in Bay City, TX, District Manager in Gainesville, FL, the Houston Area District Manager, and now the Regional Vice President. Matt offices at our local office, located at 8515 Hwy 6 South, Houston, TX 77083. In addition, Matt has won several accolades within the company, such as Safety Cup winner and a driver from his district was awarded the 2020 NWRA Residential Driver of the Year Award. Matt holds a Bachelor of Business Administration from Texas Tech University.

General Manager

Kevin Tousant

Kevin has over 29 years of experience in the waste industry. He started his own waste and demolition business in 1999. Kevin went on to hold various positions, increasing in responsibility, with another waste services provider in Houston. Kevin joined GFL in 2014 and has had direct management responsibility for Operations, Safety Training and developing Route Supervisors managing frontline employees. Kevin held the Site Manager position for GFL at the South District for over 8 years and was recently promoted to General Manager in 2021.

Government Contracts Manager

Tony Emilio

Tony has 16 years of experience in the environmental services industry with extensive experience in all aspects of operations and municipal sales and business development. Tony joined in 2021 and has also worked for other large, national waste service companies in varying, progressing roles. He has held roles such as Director of Municipal Services and Senior District Manager in the local Houston Area. Tony is based out of our local office, located at 8515 Hwy 6 South, Houston, TX 77083. Tony holds a Bachelor of Arts from West Virginia University.

Government Contracts Manager

Suzanne Haboush

Suzanne has **13 years of experience** in the environmental services industry in the Houston area, specifically in Fort Bend County. Suzanne joined GFL in 2021 and she has intimate knowledge of the services provided in Rosenberg from past experience with another company. She developed a network of relationships in Rosenberg and Fort Bend County and is active within the community, volunteering time with local organizations such as the Central Fort Bend Chamber of Commerce, Fort Bend Seniors, and First Responders, only to name a few. Suzanne is based at our local office at 8515 Highway 6 South in Houston.

Customer Service Manager, Houston Area

Armando Ortega

Armando has over **20 years of experience** in providing excellent customer service in the environmental services industry. Armando has held various roles with progressing responsibility, such as a Customer Service Supervisor, Account Manager, Customer Service Trainer, and Contact Center Analyst. Armando joined GFL in 2017 as the Houston Area Customer Service Manager. Armando leads the **customer service team**, which is based **LOCALLY** at our office on Hwy 6 in Houston, TX.

Bert Thomas

Operations Manager

Bert has over 8 years of experience in the environmental services industry, with 5 of those 8 with GFL. He has directly managed frontline employees across all lines of business and service types. In those 5 years he has succeeded in demonstrating a customer first mindset and that has carried down to his supervisors and drivers.

Maintenance Manager

Keith Rowald

Keith has been involved in the transportation industry for over 35 years with various, and increasing, level of responsibility and leadership. He has served as the District Maintenance Manager for GFL for the past 4 years where he has driven improvements in asset utilization and uptime performance. Keith has won recognition from ASE as a double certified Master Technician and well as national recognition in electronics troubleshooting. Keith holds a Bachelor of Applied Science from Our Lady of the Lake University. Keith is also based in the Houston Area and offices at our local office on Highway 6.

Dedicated Supervisor

We will provide a dedicated operations supervisor for the City of Rosenberg. This supervisor will be responsible for all services within the City of Rosenberg, daily communication with City stakeholders along with direct interaction with residents.

In addition to the key leadership personnel identified above, our local team consists of more than 200 key personnel, dedicated to providing our customers, and The City of Rosenberg, the highest level of service available in the industry.

GFL has provided service to many neighboring cities over the past 15 years. A comprehensive list of those cities is provided in more detail within Tab 6, subitem 6.4.

2.2 Project Methodology

Residential

Solid Waste

GFL will perform all Residential Solid Waste Collection in accordance with the RFP requirements, including but not limited to:

- CNG fueled trucks will be utilized for Residential Solid Waste Collection
- Either Automated Side Loader or Rear Loader trucks will be utilized dependent on the option selected by the City
- Collection Frequency: Two (2) times per week or One (1) time per week dependent on the option selected by the City
- Collection Days: Dependent on the option selected by the City
- Hours of Collection: No earlier than 7:00am and no later than 7:00pm
- Solid Waste will be collected in GFL provided poly cart(s)
- Solid Waste will be delivered to and disposed at GFL Fort Bend Regional Landfill located at 14115 East Davis Estate Rd, Needville, TX 77461



Recycling

GFL will perform all Residential Recycling Collection in accordance with the RFP requirements, including but not limited to:

- CNG fueled Automated side loader trucks will be utilized for Residential Recycling collection
- Collection Frequency: One (1) time per week
- Collection Day(s): Dependent on the option selected by the City
- Hours of Collection: No earlier than 7:00am and no later than 7:00pm
- Recycling material will be collected in GFL provided poly cart
- Recycling material will be delivered and processed at an approved Materials Recycling Facility



Green Waste/Yard Waste/Brush

GFL will perform all Green Waste/Yard Waste/Brush Waste Collection in accordance with the RFP requirements, including but not limited to:

- **CNG fueled** Rearloader trucks will be utilized for Green Waste/Yard Waste/Brush Waste
- Collection Frequency: One (1) time per week
- Collection Day(s): Dependent on the option selected by the City
- Hours of Collection: No earlier than 7:00am and no later than 7:00pm
- Green Waste/Yard Waste/Brush material will be collected by hand, up to 50 lbs. and limited to 10 bags or bundles and brush cut into 4-foot lengths
- Green Waste will be delivered to GFL Fort Bend Regional Landfill



Bulky Waste

GFL will perform all Green Waste Collection in accordance with the RFP requirements, including but not limited to:

- CNG fueled Rearloader trucks will be utilized for Residential Bulky Waste collection
- Collection Frequency: One (1) time per week
- Collection Day(s): Dependent on the option selected by the City
- Hours of Collection: No earlier than 7:00am and no later than 7:00pm
- Bulky Waste material will be collected by hand (up to five (5) cubic yards)
- Bulky Waste material will be delivered to GFL Fort Bend Regional Landfill



Commercial Frontload

GFL will perform all Commercial Waste Collection in accordance with the RFP requirements, including but not limited to:

- CNG fueled Frontloader trucks will be utilized for Commercial Waste collection
- Collection Frequency: As Scheduled by customer – minimum of one (1) time per week
- Commercial Waste will be collected in GFL provided commercial containers
- Commercial Waste material will be delivered to GFL Fort Bend Regional Landfill



Commercial Hand Pick up in Poly Cart

GFL will perform all Commercial Hand Pick up in accordance with the RFP requirements, including but not limited to:

- CNG fueled Rearloader trucks will be utilized for Commercial Hand Pick up Collection
- Collection Frequency: Up to two (2) times per week
- Collection Day(s): As Scheduled with customer(s)
- Commercial Hand Pick up will be collected in GFL provided Poly Cart(s)
- Commercial Waste material will be delivered to GFL Fort Bend Regional Landfill



Industrial Services

GFL will perform all Industrial services in accordance with the RFP requirements, including but not limited to:

- CNG fueled Roll-Off trucks will be utilized for Industrial services collection
- Collection Frequency: As Scheduled with customer(s)
- Industrial Waste will be collected in GFL provided dumpster(s)
- Industrial material will be delivered to GFL Fort Bend Regional Landfill



2.3 Service Yard and Facilities

Operations Office, Customer Service, Dispatch, Maintenance Shop, Truck Parking, and Container Storage

GFL South Houston collection operations are located at 8515 Hwy 6 South, Houston, TX 77083. This **local** location is unique as it houses, as a base of operation for the Houston Area leadership team, the local operations team including Operations management, Dispatch, and Customer Service. In addition, all vehicle maintenance, truck parking, and container and cart storage are handled at this location. This location is home to more than **200 employees** who not only work here, but reside in the surrounding communities, including The City of Rosenberg. All our South Houston operations are based at this location. We have 130 collection trucks, **CNG fueling** infrastructure, and a large area for all needed containers and residential poly carts. The facility is conveniently located and only **15 miles from The City of Rosenberg**.

Landfill

GFL **owns and operates** the Fort Bend Regional Landfill located at 14115 Davis Estates Rd., Needville, TX 77461. The landfill is also conveniently located in close proximity to the City of Rosenberg, within **14 miles**. The Fort Bend Regional Landfill operates a gas to energy facility located on the site of the landfill, which produces a **renewable fuel source** that is inserted into the natural gas pipeline. GFL is an active participant in the annual Fort Bend Livestock Show and Rodeo, specifically supporting youth organizations through auction purchases of livestock. We also maintain an annual **Tier II sponsorship of the George Ranch School Grant Program**.

2.4 Alternative Fueled Vehicles and Renewable Energy

Green For Life, that is what GFL stands for. Some of the ways that we showcase our “Green” efforts are through alternative fueled vehicles. Our collection vehicles operating in the greater Houston area fueled by Compressed Natural Gas (CNG). There are many benefits to using CNG over diesel and one of the most important is the environmental impact. CNG engines reduce greenhouse gas emissions by up to 25% compared to diesel engines.

Another type of pollution that is often overlooked is noise pollution. On average, natural gas fueled trucks are up to 10 decibels quieter than a comparable diesel engine. This reduction in noise helps improve productivity by keeping drivers comfortable, increases safety awareness of the driver’s surroundings, and makes neighborhoods quieter for the residents living there.

Finally, a big benefit of using CNG is safety. Since CNG is a compressed gas, in the event of a leak, the gas does not pose any danger of contaminating ground water since the gas is lighter than air and will dissipate into the atmosphere. The ignition temperature of CNG almost double that of gasoline and diesel, which means CNG vehicles are less likely to catch fire due to a fuel leak.

Another way that GFL is Green For Life is through our Landfill Gas project at our Fort Bend Landfill. We have a Landfill Gas to Energy system on site that collects the landfill gas, treats the gas, and then sends it into the gas pipeline system where it has a variety of uses such as electricity production, vehicle fuel, and various industrial uses. In addition, operating a landfill gas to energy system, helps to reduce odors and other hazards associated with normal landfill gas emissions as it prevents methane from migrating into the atmosphere and contributing to local smog and global climate change.

2.5 Transition Plan

At GFL we know the importance of a smooth transition in a municipal solid waste contract avoid possible complaints from residents and commercial customers. Because of that awareness, we want to ensure that the City of Rosenberg receives the best service from a solid waste provider who has vast experience in performing service transitions.

We understand how important a **seamless transition** is to the City, it's residents, and business owners. The last thing the City needs is dissatisfaction from frustrated residents and business owners. We will take extreme care in ensuring that everything is in place and that communication remains constant throughout the transition process. **Communication is vital.**

When awarded, GFL is fully aware the transition time will be less than 5 months prior to the start date of the contract and services. We will make every effort possible to work with the current service provider to ensure a smooth transition for the City of Rosenberg, the residents, and customers affected by poly cart and commercial container exchanges. In addition, our cart and container partners have manufacturing slots confirmed and will be able to manufacture and deliver once the contract is awarded.

Below is a summary of our proposed transition plan, based on the timeline available between contract award and contract start date.

Residential Carts

Our selected cart manufacturer will handle the initial delivery of solid waste and recycling carts from their manufacturing facility to a local staging area, and finally to each residential unit. The City will provide a detailed address list of all residential units within the City. The cart manufacturer will utilize that list to compile a logistics plan that will be used for the field teams delivering the carts. The delivery teams will keep detailed information of delivery progress each day, including completed list of addresses, addresses that could not be delivered (empty lot or vacant house, etc.) and or comments from residents if they refuse delivery of the carts. This list will be provided daily to

GFL and then to the City to track completion of the delivery project. Once all carts are delivered, a final report is generated and reviewed with the cart manufacturer, GFL and the City to ensure all carts were delivered as agreed upon prior to delivery teams leaving the City.

When awarded, GFL will provide a more detailed timeline for delivery commencement and completion. Our goal would be to **work closely** with the current service provider to devise a plan where the same delivery crews would remove the existing service provider's cart at the same time new carts are delivered. This would ensure a seamless transition and would not leave any resident without a solid waste or recycling cart for any given time.

Commercial Containers

Again, GFL will make every effort possible to work with the current service provider for a **smooth transition** for all commercial establishments in the City. Our goal would be to work closely with the current service provider and propose a container swap option that would not drastically affect the customer's business (removing current container at the same time new container is delivered), place large financial burdens on the current service provider of removing containers in a quick timeframe (large amount of labor and trucks to remove hundreds of containers in a short time frame), and maintaining accurate records and inventory of all containers swapped.

We would propose to the current service provider that beginning as soon as possible after contract award, GFL will deliver new containers and remove the current service provider's container at the same time. We will deliver the current service provider's containers to an agreed upon location (staging area).

The estimated completion date, depending on date of contract award, would be 1 month after the start date of the contract. During the time prior to the start date of the new contract, the current service provider would continue to service the commercial customers as scheduled but would service GFL containers for customer's that have received a new container.

After the start of the contract, GFL would start the commercial services and

would service the commercial customers as scheduled but would service the current service provider's containers for those customers that have not received a container swap. This would last until the final container is swapped.

Roll-Off Containers

GFL would propose to the current service provider for the operations teams to work closely and as the current service provider removes a customer's roll-off container, GFL would deliver a new container to the customer within a short time frame. We would propose that the current service provider communicate the next day routing of roll-off containers that would be removed from a customer's location.

2.6 Customer Service

Our business relationships are based on **long-term partnerships**, flexibility, helpfulness and the high quality of service we provide.

Utilizing **modern technologies** allows us to offer the best possible service to our customers. It also allows us to optimize our own internal processes and maximize efficiency. To ensure the ongoing success of our business, we focus on our customers to ensure our services meet their needs.

Unlike many other nationwide waste service providers, our Customer Service teams and facilities are **based locally**, within close proximity to the communities we serve. Our customer service team is available during regular business hours to assist the City of Rosenberg resident's and business' waste and recycling needs via telephone or e-mail communication. If a problem occurs or the resident or business would like to review their service options, they can deal directly with the **local and dedicated** team that manages the City of Rosenberg collection services.

Customer Service Call Center

All calls received from the City of Rosenberg representatives, residents, or customers are handled by local representatives in our local office. As a company, we **don't use centralized call centers**. This allows our Customer Service teams to be closer to our customers and provide that local relationship and knowledge.

All of our Customer Service representatives are **fully trained and knowledgeable** on our systems and local service contracts. Our Customer Service leadership team continually provides on-going training and quality control measures. All of our phone calls are recorded which allows our Customer Service teams to review these calls and provide coaching and feedback to the Customer Service representatives on a monthly basis.

The customer service center will be equipped with sufficient telephones and will have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Residents will also have access to submit inquiries online or through a dedicated City of Rosenberg email box. Supervisors

are always available 24-7 in case of emergency or urgent situations from City stakeholders.

Tracking and Verifying Customer Issues

Our goal is to have **zero complaints**, yet perfection in anything is often challenging. It is not our policy to lay blame on our customers. Instead, our focus is on taking care of the problem or concern. Environmental services are one of those areas in which the best-case scenario is the less one hears about the service, the better. Customers are most happy when they do not have to even think about their waste collection. The most important thing is that their materials are collected consistently, safely, and with no interruptions.

Through our on-line, web-based system, all compliments, service requests, complaints, spills, or property damage are logged into our system as actionable work orders or note items and attached to the customer's account or tagged by address by our customer service representatives. This system allows a user to check the status of these requests in real time. It also allows generation of reports that may be customized to show trends, call patterns and other data. This tool can also be used to communicate other situations, such as street closures, blocked access, etc.

The actionable work orders (missed collection, spills and litter resulting from collection, etc.) are monitored throughout the day by the dispatch, management team, and **dedicated supervisor** to ensure the work orders are completed on time as specified in the agreement.

Since our customer service, dispatch, and operations teams **all reside in the same office** building, it is easy to find a path to resolution if an escalated issue arises.

Missed Pick-up resolution procedures

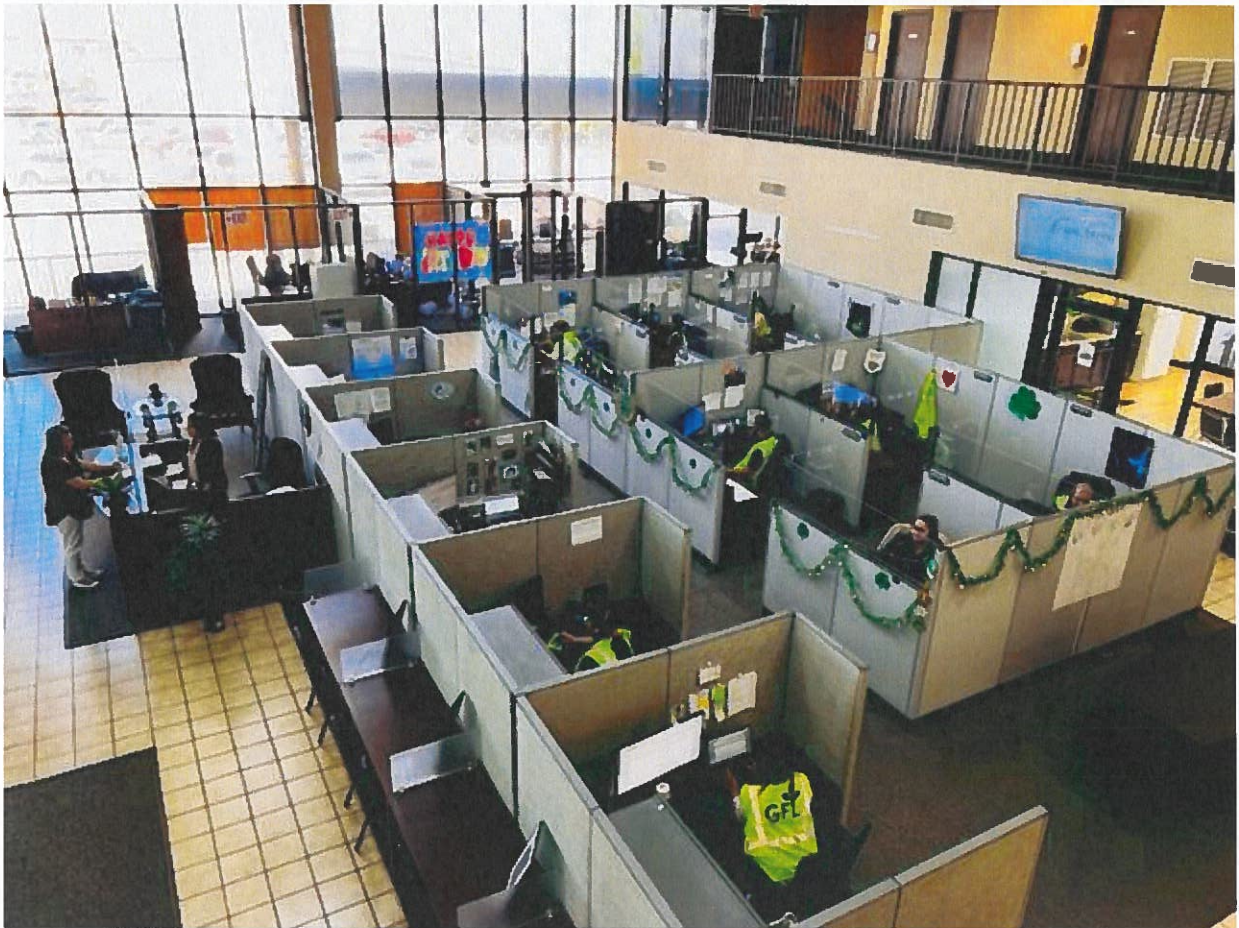
In the event of being notified of a missed pick-up, it is immediately entered into a customer service tracking database. The appropriate supervisor or driver is notified, and corrective actions are taken. All missed collection issues will be resolved within 24 hours. We will make every attempt to recover the missed collection the same day notification is received. If circumstances do not allow for same-day resolution,

priority is assigned for morning resolution the next day. We understand that a timely recovery is essential to maintain customer service expectations.

Since all customer incidents are logged into our system and database and we have full access to the customer's incident history, this information is reviewed continually and discussed with our frontline drivers to ensure they handle these customers appropriately. If there are repeat issues, a member of the management team is also notified to investigate further to identify a root cause of the issue and a path to resolution. In all cases, we utilize **GPS technology** to verify if service was completed, and if the collection truck was physically on the street and at what specific time. This information can be very valuable if there is a repeat issue in which our **dedicated supervisor** would communicate directly to the customer to resolve.

Once a customer concern is logged into our system, the system will initiate our escalation process. This process includes the local dispatch center, the assigned route driver, **dedicated supervisor**, or Operations Manager. This customer is called into the dispatch center after collection by route driver with the time and resolution which will be notated into system. Our field supervisor will and can make direct contact with residents to help resolve concerns. Our system allows us to attach various types of documents, including photographs, to specific service instances. If a driver or supervisor takes a photo of an issue or a photo of a completed issue, we can store that information in our system, and it is linked to a specific customer or address.

Below is a photo of our **local Customer Service call center** where our trained professionals handle our customer's needs daily.



Tab 3. Proposal Security – Bid Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE CORPORATION OF TEXAS, L.P. DBA GFL ENVIRONMENTAL
8515 Highway 6 South, Houston, TX, 77083

as Principal, hereinafter called the Principal, and

EVERGREEN NATIONAL INDEMNITY COMPANY
6140 Parkland Blvd., Suite 321, Mayfield Heights, OH, 44124

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

CITY OF ROSENBERG
2110 4th Street, Rosenberg, TX, 77471

as
Obligee, hereinafter called the Obligee, in the sum of Fifty Thousand and 00/100
Dollars (\$ 50,000.00), for the payment of which sum well and truly to be made, the
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for
RFP #T6931 Proposal for Solid Waste Collection and Disposal Services

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

Signed, sealed and executed this 10th day of March, 2022.

WASTE CORPORATION OF TEXAS, L.P. DBA
GFL ENVIRONMENTAL

Principal

veeral mehta
By: veeral mehta (Mar 10, 2022 13:02 EST)
Veeral Mehta, Director of Treasury

AE
Witness: Anthony Emilio (Mar 10, 2022 11:33 GST)
Anthony Emilio

EVERGREEN NATIONAL INDEMNITY COMPANY
Surety

Misty Wright
By: Misty Wright (Mar 10, 2022 11:19 CST)
Misty Wright, Attorney-In-Fact

Kevin Ardon
Witness: Kevin Ardon (Mar 10, 2022 11:19 CST)
Kevin Ardon

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. 600216

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

MICHAEL HERROD, TINA MCEWAN, TERRI L. MORRISON, ANDREA M. PENALOZA, LUPE TYLER, MISTY WRIGHT

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed this 10th day of March, 2022.



Wan C. Collier, Secretary












WCA Rosenberg bid bond

Final Audit Report

2022-03-10

Created:	2022-03-10
By:	Misty Wright (mistydawntravel@comcast.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaWeMUKKcMLgENvZ_SMIdPO5vEbwvJkgF

"WCA Rosenberg bid bond" History

-  Document created by Misty Wright (mistydawntravel@comcast.net)
2022-03-10 - 5:16:42 PM GMT - IP address: 199.247.45.71
-  Document emailed to Misty Wright (mistydawntravel@comcast.net) for signature
2022-03-10 - 5:19:37 PM GMT
-  Document emailed to veeral mehta (vmehta@gflenv.com) for signature
2022-03-10 - 5:19:37 PM GMT
-  Document emailed to Kevin Ardon (kevin.ardon@aon.com) for signature
2022-03-10 - 5:19:37 PM GMT
-  Document emailed to Anthony Emilio (aemilio@gflenv.com) for signature
2022-03-10 - 5:19:37 PM GMT
-  Document e-signed by Misty Wright (mistydawntravel@comcast.net)
Signature Date: 2022-03-10 - 5:19:45 PM GMT - Time Source: server- IP address: 199.247.45.71
-  Email viewed by Kevin Ardon (kevin.ardon@aon.com)
2022-03-10 - 5:19:50 PM GMT - IP address: 199.247.45.20
-  Document e-signed by Kevin Ardon (kevin.ardon@aon.com)
Signature Date: 2022-03-10 - 5:19:58 PM GMT - Time Source: server- IP address: 199.247.45.20
-  Email viewed by veeral mehta (vmehta@gflenv.com)
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-  Email viewed by Anthony Emilio (aemilio@gflenv.com)
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-  Document e-signed by Anthony Emilio (aemilio@gflenv.com)
Signature Date: 2022-03-10 - 5:33:00 PM GMT - Time Source: server- IP address: 50.208.86.93

 Document e-signed by veeral mehta (vmehta@gflenv.com)

Signature Date: 2022-03-10 - 6:02:32 PM GMT - Time Source: server- IP address: 69.58.98.142

 Agreement completed.

2022-03-10 - 6:02:32 PM GMT

Tab 4. Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2022

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

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

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp * 184 Front Street - Suite 601 Toronto ON M5A 4N3	CONTACT NAME: RISK MANAGEMENT NE	
	PHONE (A/C, No, Ext): 516-327-2700	FAX (A/C, No): 516-327-2800
E-MAIL ADDRESS: RiskCerts@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : XL Specialty Insurance Company		37885
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

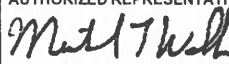
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries
26999 Central Park Blvd – Suite 200
Southfield MI 48076
GLFENV1-01

COVERAGES **CERTIFICATE NUMBER:** 981539622 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg	Y	Y	HDOG72486742	4/1/2021	6/1/2022	EACH OCCURRENCE \$ 4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,400,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Designated Loc Agg \$ 4,400,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH25549776	4/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CA00010960L121A*	4/1/2021	6/1/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 Limits shown in CND\$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC67806700 SCFC67806748	4/1/2022 4/1/2022	6/1/2022 6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Rosenberg, TX, its officers, and employees are included as an additional insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies as required by written contract. Waiver of Subrogation in favor of the additional insured(s) as allowed by law, as respects General Liability, Workers' Compensation/Employers Liability and Auto Liability in accordance with the policy provisions as required by written contract. Umbrella/Excess follows form over General Liability, Auto Liability and Employers Liability except in the case that there is a contradictory provision in the Umbrella Policy.

CERTIFICATE HOLDER City of Rosenberg, TX 2110 4th Street Rosenberg TX 77471	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Wigand Disposal Company
ADS Missouri Inc.
Coulter Construction Company
PDC Technical Services, Inc.
PDC Landfills, Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.
Peoria Disposal Company
Peoria City County Landfill, Inc.
Coulter Properties, Inc.
Area Landfills Inc.
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
WASTE INDUSTRIES USA, LLC.
Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

GFL NAMED INSURED CERTIFICATE ATTACHMENT

WCA WASTE SYSTEMS, INC.

Gish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC

Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC

Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.

Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC

Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone's Throw Landfill, LLC
Tallasse Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.
Alabama Dumpster Service, L.L.C.
Rock N Bar D, LLC.
Great American Disposal of Wisconsin, LLC.
Wood Island Waste Management, Inc.
Great American Environmental Services Inc.

Tab 5. Performance Bond Letter



EVERGREEN NATIONAL INDEMNITY COMPANY

March 10, 2022

City of Rosenberg
2110 4th Street
Rosenberg, TX 77471

Principal: WASTE CORPORATION OF TEXAS, L.P. DBA GFL ENVIRONMENTAL
Bid Date: March 31, 2022
Description: RFP #T6931 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Dear Sir/Madam:

We, EVERGREEN NATIONAL INDEMNITY COMPANY hereby agree that in the event an award is made to WASTE CORPORATION OF TEXAS, L.P. DBA GFL ENVIRONMENTAL on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance Bonds required.

Sincerely,

EVERGREEN NATIONAL INDEMNITY COMPANY

Misty Wright
Attorney-in-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. 600216

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

MICHAEL HERROD, TINA MCEWAN, TERRI L. MORRISON, ANDREA M. PENALOZA, LUPE TYLER, MISTY WRIGHT

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-In-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed this 10th day of March, 2022.



Wan C. Collier
Wan C. Collier, Secretary

Tab 6. Competency of Contractor

6.1 Equipment Available for Use on the Contract

GFL is proposing to purchase brand new, CNG, frontline trucks for use in the City of Rosenberg, regardless of the service option selected by the City. Also listed below are some of the available, CNG spare trucks, from our 130-truck local fleet, that can be utilized in the City of Rosenberg. The number of New trucks listed are dependent on the service option selected by the City.

Service	Truck Type	Year	Make	Model	Condition	Classification
Commercial	Frontloader	2022	Peterbilt	520	New	Frontline
Commercial	Frontloader	2022	Peterbilt	520	New	Frontline
Commercial	Frontloader	2021	Peterbilt	520	In Fleet	Spare
Commercial	Frontloader	2018	Autocar	ACX	In Fleet	Spare
Commercial	Frontloader	2017	Autocar	ACX	In Fleet	Spare
Commercial	Frontloader	2017	Autocar	ACX	In Fleet	Spare
Industrial	Roll-Off	2022	Autocar	DC64	New	Frontline
Industrial	Roll-Off	2022	Autocar	DC64	New	Frontline
Industrial	Roll-Off	2022	Autocar	DC64	New	As Needed
Industrial	Roll-Off	2019	Autocar	DC64	In Fleet	Spare
Industrial	Roll-Off	2019	Peterbilt	S67	In Fleet	Spare
Industrial	Roll-Off	2017	Kenworth	T880	In Fleet	Spare
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2022	Peterbilt	348	New	Frontline
Residential	Rearloader	2021	Peterbilt	349	In Fleet	Spare
Residential	Rearloader	2021	Peterbilt	350	In Fleet	Spare
Residential	Rearloader	2020	Peterbilt	351	In Fleet	Spare
Residential	Rearloader	2020	Peterbilt	352	In Fleet	Spare
Residential	Rearloader	2020	Peterbilt	353	In Fleet	Spare
Residential	Rearloader	2020	Peterbilt	354	In Fleet	Spare
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2022	Peterbilt	520	New	Frontline
Residential	Automated Sideloader	2021	Peterbilt	520	In Fleet	Spare
Residential	Automated Sideloader	2021	Peterbilt	520	In Fleet	Spare
Residential	Automated Sideloader	2021	Peterbilt	520	In Fleet	Spare
Residential	Automated Sideloader	2021	Peterbilt	520	In Fleet	Spare
Residential	Automated Sideloader	2021	Peterbilt	520	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare
Residential	Automated Frontloader	2016	Autocar	ACX	In Fleet	Spare

6.2 Financial Statements

GFL Environmental Inc.

**Consolidated Financial Statements
For the year ended December 31, 2021**

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KPMG LLP
Bay Adelaide Centre
Suite 4600
333 Bay Street
Toronto ON M5H 2S5
Tel 416-777-8500
Fax 416-777-8818
www.kpmg.ca

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of GFL Environmental Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statement of financial position of GFL Environmental Inc. (the Company) as of December 31, 2021, the related consolidated statements of operations and comprehensive loss, changes in shareholders' equity, and cash flows, for the year ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2021, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We have also audited the adjustment described in Note 14 and Note 15 that was applied to amend the 2020 consolidated financial statements to correct an error. We have also audited the adjustments to retrospectively apply the change in segment composition, as described in Note 2. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2020 consolidated financial statements of the Company other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2020 consolidated financial statements taken as a whole.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 10, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

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

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



GFL Environmental Inc.:
February 10, 2022

Critical Audit Matter

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

Fair value measurement of acquired intangible assets and acquired landfill assets

As discussed in note 3 to the consolidated financial statements, the Company acquired 46 businesses during 2021 for total purchase consideration of \$2,358.4 million, including intangible assets of \$716.9 million and property and equipment of \$1,001.1 million. As discussed in note 6, property and equipment included landfill assets from acquisitions via business combinations of \$382.5 million. As discussed in note 2, the determination of the fair value of the acquired intangible assets and acquired landfill assets requires the Company to make significant estimates and assumptions, which include, among others, future expected cash flows and discount rate.

We identified the evaluation of the fair value measurement of acquired intangible assets and acquired landfill assets as a critical audit matter. Specifically, the assessment of certain future expected cash flows and the determination of the discount rates to be applied to the cash flows involved a high degree of subjective auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's acquisition date valuation process. This included controls related to the determination of the estimated future expected cash flows attributable to the intangible assets and landfill assets, and the discount rates to be applied to the future expected cash flows. To assess the Company's ability to estimate the future expected cash flows, we compared the Company's historical forecasts to actual results for previous acquisitions and evaluated the consistency of future expected cash flows across a selection of acquisitions. For a certain acquisition, we compared the future expected cash flows to historical results for that entity, the Company's historical consolidated cash flows, and publicly available market data. In addition, for that certain acquisition, we involved valuation professionals with specialized skills and knowledge who assisted in:

- evaluating the discount rate to be applied to the future expected cash flows associated with the acquisition by developing an independent range of discount rates using publicly available market data
- reconciling the discount rates to be applied to the future expected cash flows for acquired intangible assets and acquired landfill assets to the weighted average returns on net assets and internal rates of return.

For a selection of other acquisitions, we evaluated the consistency of discount rates applied across acquisitions.

Chartered Professional Accountants, Licensed Public Accountants

We have served as the Company's auditor since 2021.

Toronto, Canada

February 10, 2022



GFL Environmental Inc.:
February 10, 2022

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of GFL Environmental Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited GFL Environmental Inc.'s internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, GFL Environmental Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Company as of December 31, 2021, the related consolidated statements of operations and comprehensive loss, changes in shareholders' equity, and cash flows for the year ended December 31, 2021, and the related notes (collectively, the consolidated financial statements), and our report dated February 10, 2022 expressed an unqualified opinion on those consolidated financial statements.

As indicated under the heading *Management's Annual Report on Internal Control Over Financial Reporting* in Management's Discussion and Analysis of Financial Condition and Results of Operations for the year ended December 31, 2021, management's evaluation of internal control over financial reporting excluded the internal control activities of businesses acquired in 2021, which are included in the 2021 consolidated financial statements of the Company and represented approximately 6.0% of consolidated total revenue for the year ended December 31, 2021 and 15.8% of consolidated total assets as of December 31, 2021. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of the businesses acquired in 2021.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included under the heading *Management's Annual Report on Internal Control Over Financial Reporting* in Management's Discussion and Analysis of Financial Condition and Results of Operations for the year ended December 31, 2021. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in



GFL Environmental Inc.:
February 10, 2022

accordance with authorizations of management and directors of the company, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Toronto, Canada

February 10, 2022

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of
GFL Environmental Inc.

Opinion on the Financial Statements

We have audited, before the effects of the retrospective adjustments to apply the changes in segment composition discussed in Note 2 and correct an error discussed in Notes 14 and 15 to the consolidated financial statements, the consolidated statement of financial position of GFL Environmental Inc. and subsidiaries (the "Company") as of December 31, 2020, the related consolidated statements of operations and comprehensive loss, changes in shareholders' equity and cash flows for the year ended December 31, 2020, and the related notes (collectively referred to as the "financial statements") (the 2020 financial statements before the effects of the retrospective adjustments to apply the changes to segment composition discussed in Note 2 and correct an error discussed in Notes 14 and 15 to the financial statements are not presented herein). In our opinion, the 2020 financial statements, before the effects of the retrospective adjustments to apply the changes to segment composition discussed in Note 2 and correct an error as discussed in Notes 14 and 15 to the financial statements, present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and its financial performance and its cash flows for the year ended December 31, 2020, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

We were not engaged to audit, review, or apply any procedures to the retrospective adjustments to apply the changes in segment composition discussed in Note 2 and correct an error discussed in Notes 14 and 15 to the financial statements, and accordingly, we do not express an opinion or any other form of assurance about whether such retrospective adjustments are appropriate and have been properly applied. Those retrospective adjustments were audited by other auditors.

Basis for Opinion

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

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the 2020 audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matter does not alter in any way our opinion on the 2020 financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Intangible Assets Acquired in Business Combinations – Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

The Company acquired fifteen solid waste management businesses and seven liquid waste management businesses and recognized the assets acquired and liabilities assumed at their acquisition-date fair values, including intangible assets, which required management to make significant estimates and assumptions.

While there are many estimates that management make to determine the fair value of intangible assets at the time of acquisition, the estimates with the highest degree of subjectivity are the forecasts of future cash flows and discount rates. Audit procedures to evaluate these estimates related to four of the business acquisitions required a high degree of auditor judgement and an increased extent of effort, including the need to involve a fair value specialist.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures on the forecasts of future cash flows and discount rates used to estimate the fair values of the intangible assets acquired related to four of the business acquisitions included the following, among others:

- Assessed the reasonableness of management forecasts of future cash flows by comparing the projections to historical results as well as other relevant internal and external information, including industry reports.
- With the assistance of fair value specialists, we evaluated the reasonableness of the discount rates used by:
 - Testing the source information underlying the determination of the discount rates and testing the mathematical accuracy of the calculation
 - Reviewing relevant internal and external information, including analyst and industry reports, to assess the reasonability of the selected discount rates
 - Developing a range of independent rates and comparing those to the discount rates used by management.

/s/ Deloitte LLP

Chartered Professional Accountants
Licensed Public Accountants
Toronto, Canada
February 25, 2021

We began serving as the Company's auditor in 2009. In 2021 we became the predecessor auditor.

GFL Environmental Inc.
Consolidated Statements of Operations and Comprehensive Loss
(In millions of dollars except per share amounts)

	Notes	Year ended December 31,	
		2021	2020
Revenue	16	\$ 5,525.5	\$ 4,196.2
Expenses			
Cost of sales		4,997.9	4,006.1
Selling, general and administrative expenses		591.9	508.4
Interest and other finance costs	11	434.1	597.6
Deferred purchase consideration		—	2.0
Loss on sale of property and equipment		1.9	4.6
Loss (gain) on foreign exchange		16.2	(37.3)
Mark-to-market loss on Purchase Contracts	13	349.6	449.2
Impairment and other charges	5	—	21.4
Gain on divestiture	7	(153.3)	—
		<u>6,238.3</u>	<u>5,552.0</u>
Loss before income taxes		<u>(712.8)</u>	<u>(1,355.8)</u>
Current income tax expense		23.9	1.3
Deferred tax recovery		(129.9)	(254.7)
Income tax recovery	14	<u>(106.0)</u>	<u>(253.4)</u>
Net loss		<u>(606.8)</u>	<u>(1,102.4)</u>
Items that may be subsequently reclassified to net loss			
Currency translation adjustment		(9.1)	(227.5)
Reclassification to net loss of fair value movements on cash flow hedges, net of tax		(4.4)	(13.1)
Fair value movements on cash flow hedges, net of tax		1.3	1.8
Other comprehensive loss		<u>(12.2)</u>	<u>(238.8)</u>
Total comprehensive loss		<u>\$ (619.0)</u>	<u>\$ (1,341.2)</u>
Loss per share			
Basic and Diluted	15	\$ (1.83)	\$ (3.10)

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Financial Position
(In millions of dollars)

	Notes	December 31, 2021	December 31, 2020
Assets			
Cash		\$ 190.4	\$ 27.2
Trade and other receivables, net	4	1,134.7	867.3
Prepaid expenses and other assets	5	170.6	133.7
Current assets		1,495.7	1,028.2
Property and equipment, net	6	6,010.6	5,074.8
Intangible assets, net	7	3,330.0	3,093.4
Other long-term assets	9	36.3	33.2
Goodwill	7	7,501.1	6,500.4
Non-current assets		16,878.0	14,701.8
Total assets		18,373.7	15,730.0
Liabilities			
Accounts payable and accrued liabilities	8	1,319.7	1,014.8
Income taxes payable		25.8	9.1
Long-term debt	10	17.2	4.6
Lease obligations	12	50.9	37.5
Due to related party	22	12.8	12.8
Tangible equity units	13	56.9	59.2
Landfill closure and post-closure obligations	9	39.1	55.3
Current liabilities		1,522.4	1,193.3
Long-term debt	10	7,961.8	6,161.5
Lease obligations	12	257.4	153.7
Other long-term liabilities		41.0	37.2
Due to related party	22	18.0	30.8
Deferred income tax liabilities	14	723.9	573.5
Tangible equity units	13	1,231.6	1,327.9
Landfill closure and post-closure obligations	9	841.5	680.3
Non-current liabilities		11,075.2	8,964.9
Total liabilities		12,597.6	10,158.2
Shareholders' equity			
Share capital		8,462.9	7,644.8
Contributed surplus		77.4	54.3
Deficit		(2,510.5)	(1,885.8)
Accumulated other comprehensive loss		(253.7)	(241.5)
Total shareholders' equity		5,776.1	5,571.8
Total liabilities and shareholders' equity		\$ 18,373.7	\$ 15,730.0

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Changes in Shareholders' Equity
(In millions of dollars except per share amounts)

	Notes	Share capital - # of shares ⁽¹⁾	Share capital	Contributed surplus	Deficit	Accumulated other comprehensive income (loss)			Total shareholders' equity
						Cash flow hedges, net of tax	Currency translation	Total	
Balance, December 31, 2019		180,794,203	\$ 3,524.5	\$ 16.4	\$ (770.3)	\$ 27.6	\$ (30.4)	\$ (2.7)	2,767.9
Net loss and comprehensive loss		—	—	—	(1,102.4)	(11.3)	(227.5)	(238.8)	(1,341.2)
Return of capital		—	(0.8)	—	—	—	—	—	(0.8)
Dividends issued and paid		—	—	—	(13.1)	—	—	—	(13.1)
Share capital issued upon acquisition of subsidiary		3,092,118	78.4	—	—	—	—	—	78.4
Share capital issued, net of cancelled shares		171,048,492	4,103.4	—	—	—	—	—	4,103.4
Share issuance costs		—	(60.7)	—	—	—	—	—	(60.7)
Share-based payments	18	—	—	37.9	—	—	—	—	37.9
Balance, December 31, 2020		<u>354,934,813</u>	<u>\$ 7,644.8</u>	<u>\$ 54.3</u>	<u>\$ (1,885.8)</u>	<u>\$ 16.3</u>	<u>\$ (257.9)</u>	<u>\$ (241.5)</u>	<u>\$ 5,571.8</u>
Balance, December 31, 2020		354,934,813	\$ 7,644.8	\$ 54.3	\$ (1,885.8)	\$ 16.3	\$ (257.9)	\$ (241.5)	\$ 5,571.8
Net loss and comprehensive loss		—	—	—	(606.8)	(3.1)	(9.1)	(12.2)	(619.0)
Dividends issued and paid		—	—	—	(17.9)	—	—	—	(17.9)
Share capital issued upon acquisition of subsidiary	18	876,419	36.3	—	—	—	—	—	36.3
Share capital issued, net of cancelled shares	18	8,170,680	379.9	—	—	—	—	—	379.9
Share issuance costs		—	(5.9)	—	—	—	—	—	(5.9)
Shares capital issued on exercise of share options	18	2,300,000	11.5	(11.5)	—	—	—	—	—
Share capital issued on exercise and settlement of RSUs	18	442,150	11.1	(11.1)	—	—	—	—	—
Share capital issued on TEU conversion	13	8,337,004	385.2	—	—	—	—	—	385.2
Share-based payments	18	—	—	45.7	—	—	—	—	45.7
Balance, December 31, 2021		<u>375,061,066</u>	<u>\$ 8,462.9</u>	<u>\$ 77.4</u>	<u>\$ (2,510.5)</u>	<u>\$ 13.2</u>	<u>\$ (267.0)</u>	<u>\$ (253.7)</u>	<u>\$ 5,776.1</u>

(1) Number of shares have been retrospectively adjusted for share split completed in conjunction with the pre-capital closing changes implemented as part of our Initial Public Offering

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc.
Consolidated Statements of Cash Flows
(In millions of dollars)

	Notes	Year ended December 31,	
		2021	2020
Operating activities			
Net loss		\$ (606.8)	\$ (1,102.4)
Adjustments for non-cash items			
Depreciation of property and equipment	6	931.8	810.6
Amortization of intangible assets	7	461.2	427.0
Gain on divestiture	7	(153.3)	—
Impairment and other charges	5	—	21.4
Interest and other finance costs	11	434.1	597.6
Share-based payments	18	45.7	37.9
Loss (gain) on unrealized foreign exchange on long-term debt and TEUs		14.8	(37.3)
Loss on sale of property and equipment		1.9	4.6
Mark-to-market loss on Purchase Contracts	13	349.6	449.2
Mark-to-market loss on fuel hedges		—	1.8
Current income tax expense		23.9	1.3
Deferred tax recovery		(129.9)	(254.7)
Interest paid in cash on Amortizing Notes component of TEUs		(4.2)	(4.9)
Interest paid in cash, excluding interest paid on Amortizing Notes		(286.4)	(402.2)
Prepayment penalties for early note redemption	11	(49.3)	(35.5)
Income taxes (paid) received in cash, net		(11.0)	4.3
Investment in acquisition related net working capital items	19	(41.0)	(15.9)
Changes in non-cash working capital items, excluding investment in acquisition related net working capital items	19	(46.1)	21.1
Landfill closure and post-closure expenditures	9	(37.1)	(21.7)
		<u>897.9</u>	<u>502.2</u>
Investing activities			
Proceeds on disposal of assets		259.7	16.0
Purchase of property and equipment		(647.2)	(428.3)
Business acquisitions, net of cash acquired	3	(2,299.7)	(3,941.2)
		<u>(2,687.2)</u>	<u>(4,353.5)</u>
Financing activities			
Repayment of lease obligations		(74.0)	(72.7)
Issuance of long-term debt		3,816.0	4,667.9
Repayment of long-term debt		(2,010.8)	(6,200.3)
Payment of contingent purchase consideration and holdbacks	3	(23.6)	(31.1)
Issuance of share capital, net of issuance costs		372.5	4,042.7
Issuance of TEUs, net of issuance costs	13	—	1,006.9
Repayment of Amortizing Notes		(54.1)	(42.8)
Dividends issued and paid		(17.9)	(13.1)
Return of capital		—	(0.8)
Payment of financing costs		(30.6)	(41.0)
Issuance of loan from related party	22	—	29.0
Repayment of loan to related party	22	(12.8)	(6.4)
		<u>1,964.7</u>	<u>3,338.3</u>
Increase (decrease) in cash		175.4	(513.0)
Changes due to foreign exchange revaluation of cash		(12.2)	(34.6)
Cash, beginning of year		27.2	574.8
Cash, end of year		<u>\$ 190.4</u>	<u>\$ 27.2</u>

The accompanying notes are an integral part of the audited consolidated financial statements.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements

(In millions of dollars except per share amounts or otherwise stated)

1. REPORTING ENTITY

GFL Environmental Inc. (“GFL” or the “Company”) was formed on March 5, 2020 under the laws of the Province of Ontario as a result of the amalgamation of GFL Environmental Inc. and its parent company GFL Environmental Holdings Inc. (“Holdings”). The amalgamation was accounted for as a transaction between entities under common control and the net assets are recorded at historical cost retrospectively. Upon amalgamation, GFL became the financial reporting entity. Concurrently with the amalgamation, GFL completed an initial public offering of subordinate voting shares and tangible equity units (“TEUs”) (collectively, the “IPO”). GFL’s subordinate voting shares trade on the New York Stock Exchange and the Toronto Stock Exchange under the symbol “GFL” and the TEUs trade on the New York Stock Exchange under the symbol “GFLU”.

GFL is in the business of providing non-hazardous solid waste management, infrastructure and soil remediation services and liquid waste management services. These services are provided through GFL and its wholly owned subsidiaries and a network of facilities across Canada and the United States. GFL’s registered office is Suite 500, 100 New Park Place, Vaughan, ON, L4K 0H9.

These audited consolidated financial statements (the “Annual Financial Statements”) include the accounts of GFL and its subsidiaries as at December 31, 2021.

The Board of Directors approved these Annual Financial Statements on February 10, 2022.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

These Annual Financial Statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”), as issued by the International Accounting Standards Board (“IASB”).

Basis of measurement

These Annual Financial Statements were prepared on the historical cost basis except for certain financial instruments that are measured at fair value at the end of the reporting period (see Note 20) and share-based payments.

Presentation and functional currency

These Annual Financial Statements are presented in Canadian dollars which is GFL’s functional currency.

Basis of consolidation

Subsidiaries are entities controlled by GFL. Control exists when GFL has power over an entity, exposure or rights to variable returns from GFL’s involvement with the entity, and the ability to use its power over the entity to affect the amount of GFL’s returns. The financial accounts and results of subsidiaries are included in these Annual Financial Statements of GFL from the date that control commences until the date that control ceases.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with GFL’s accounting policies. All intercompany assets and liabilities, equity, income, expenses and cash flows relating to transactions between GFL and its subsidiaries are eliminated in full on consolidation.

Reclassification of prior period presentation

As disclosed in Note 16 and Note 17, certain revenue disaggregation and segment reporting balances reported in prior periods have been reclassified for consistency with the current period presentation. These immaterial reclassifications had no effect on the reported consolidated results of operations.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

During the year ended December 31, 2021, GFL reclassified one of its business units from its Solid waste segment to Infrastructure and soil remediation segment and one of its business units from its Solid waste segment to Liquid waste segment to make the segment presentation consistent with an internal management reorganization. These changes resulted in a decrease in Solid waste revenue and an increase in both Infrastructure and soil remediation and Liquid waste revenue.

All previously reported revenue by service type and segment information has been retrospectively adjusted to conform to the updated 2021 presentation.

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method with the results of operations consolidated with those of GFL from the date of acquisition. The consideration for each acquisition is measured as the aggregate of the fair values of assets given, liabilities incurred or assumed and the equity instruments issued by GFL in exchange for control of the acquired company or business. Acquisition-related costs are recognized in the consolidated statement of operations as incurred.

Where the consideration for the acquisition includes any asset or liability resulting from a contingent consideration arrangement, it is measured at fair value at the acquisition date. Contingent consideration is remeasured at subsequent reporting dates at its fair value, and the resulting gain or losses recognized in the consolidated statement of operations. GFL records cash in escrow on the statement of financial position when it expects previously transferred consideration to be returned on account of specified conditions of the business combination not being met.

GFL's growth strategy is to focus on generating organic growth from all of its operating segments. In addition to organic growth, GFL deploys an active acquisition strategy involving the integration of acquired businesses into each of its operating segments through integration of property and equipment, back office functions, improving route density and realignment of disposal alternatives to effect synergies and maximize profits. Goodwill arising from acquisitions is largely attributable to the assembled workforce of the acquisitions, the potential synergies with the acquiree, and intangible assets that do not qualify for separate recognition.

The determination of the fair values of acquired intangible assets and acquired landfill assets requires GFL to make significant estimates and assumptions. The significant assumptions used to value acquired intangible assets and acquired landfill assets include, among others, future expected cash flows and discount rate.

Property and equipment

Property and equipment are stated at cost, less accumulated depreciation and impairment. Assets are depreciated to residual values over their estimated useful lives, with depreciation commencing when an asset is ready for use. Significant parts of property and equipment that have different depreciable lives are depreciated separately. Judgment is used in determining the appropriate level of componentization.

Depreciation is computed on a straight-line basis, unless otherwise stated, using the following useful lives:

Type of property and equipment	Depreciation term
Buildings and improvements	10 to 30 years or term of lease
Landfills	Units of production
Vehicles	10 to 20 years
Machinery and equipment	3 to 20 years
Containers	5 to 10 years
Right-of-use assets	Shorter of lease term or life of underlying asset(s)

The costs of repair and maintenance activities are recognized in the consolidated statement of operations as incurred. Distinguishing major inspections and overhaul from repairs and maintenance in determining which costs are capitalized is a matter of management judgement.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements

(In millions of dollars except per share amounts or otherwise stated)

An item of property and equipment is de-recognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on de-recognition of the asset (calculated as the difference between net disposal proceeds and the carrying amount of the asset) is included as a gain or loss in the consolidated statement of operations in the period the asset is de-recognized.

Property and equipment are reviewed at the end of each reporting period to determine whether there is any indication of impairment. If the possibility of impairment is indicated, GFL will estimate the recoverable amount of the asset and record any impairment loss in the consolidated statement of operations.

Assets under development are not depreciated until they are available for use.

Landfill assets

Landfill assets represent the cost of landfill airspace, including original acquisition cost and landfill construction and development costs, incurred during the operating life of the site. Landfill assets also include capitalized landfill closure and post-closure costs, net of accumulated amortization, and the cost of either new or landfill expansion permits.

The original cost of landfill assets, together with incurred and projected landfill construction and development costs, is amortized on a per unit basis as landfill airspace is consumed.

Landfill assets are amortized over their total available disposal capacity representing the sum of estimated permitted airspace capacity (having received the final permit from the governing authorities) plus future permitted airspace capacity, representing an estimate of airspace capacity that management believes is probable of being permitted based on the following criteria:

- Personnel are actively working to obtain the permit or permit modifications necessary for expansion of an existing landfill, and progress is being made on the project;
- It is probable that the required approvals will be received within the normal application and processing periods for approvals in the jurisdiction in which the landfill is located;
- GFL has a legal right to use or obtain land associated with the expansion plan;
- There are no significant known political, technical, legal or business restrictions or issues that could impair the success of the expansion effort;
- Management is committed to pursuing the expansion; and
- Additional airspace capacity and related costs have been estimated based on the conceptual design of the proposed expansion.

GFL has been successful in receiving approvals for expansions pursued, however, there can be no assurance that GFL will be successful in obtaining approvals for landfill expansions in the future.

Intangible assets

Intangible assets are stated at cost, less accumulated amortization and impairment, and consist of Certificate of Approval ("C of A") licenses, customer lists, municipal and other commercial contracts, trade name, licenses and permits and non-compete agreements. C of A licenses provide GFL with certain waste management rights in the province or state of issuance. C of A licenses that do not expire are considered to have an indefinite life and therefore are not subject to amortization. C of A licenses that relate to a leased facility are amortized over the lease term.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Amortization is based on the estimated useful life using the following methods and rates:

Type of intangible asset	Amortization term	
Indefinite life C of A		Indefinite
Customer lists and municipal contracts	Straight-line	5 to 10 years
Trade name, definite life C of A and other assets	Straight-line	1 to 15 years
Non-compete agreements	Straight-line	5 years

Intangible assets with indefinite useful lives are tested at least annually, at the cash-generating unit ("CGU") level for impairment. The assessment of indefinite life is reviewed annually to determine whether the indefinite life assessment continues to be supportable. If not, the change in the useful life assessment from indefinite to finite is made on a prospective basis. Intangible assets with finite lives are amortized over the useful economic life on a straight-line basis and assessed for impairment whenever there is an indication that the intangible asset may be impaired. Amortization expense is included as part of cost of sales.

Goodwill

Goodwill arising on an acquisition of a business represents the excess of the purchase price over the fair value of the net identifiable assets of the acquired business. Goodwill is carried at cost as established at the date of acquisition of the business less accumulated impairment losses, if any.

For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to CGUs based on the lowest level within the entity in which the goodwill is monitored for internal management purposes. The allocation is made to those CGUs that are expected to benefit from the business combination in which the goodwill arose. GFL tests its goodwill for impairment at the operating segment level. Any potential impairment of goodwill is identified by comparing the recoverable amount of a CGU to its carrying value. Goodwill is reduced by the amount of deficiency, if any. If the deficiency exceeds the carrying amount of goodwill, the carrying values of the remaining assets in the CGUs are reduced by the excess on a pro-rata basis. GFL tests goodwill for impairment annually on December 31, or more frequently if there are indications of impairment.

The recoverable amount of a CGU is the higher of the estimated fair value less costs of disposal or value-in-use of the CGU. In assessing value-in-use, the estimated future cash flows are discounted using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU.

Landfill closure and post-closure obligations

GFL recognizes the estimated liability for an asset retirement obligation ("ARO") that results from acquisition, construction, development or normal operations in the year in which it is incurred. Costs associated with capping, closing and monitoring a landfill or portions of a landfill, after it ceases to accept waste, are initially measured at the discounted future value of the estimated cash flows over the landfill's operating life. The operating life represents the period over which the landfill receives waste. This value is capitalized as part of the cost of the related asset and amortized over the asset's useful life.

Estimates of future expenditures of landfill capping, closure and post-closure are reviewed at least once annually and consider, amongst other things, regulations that govern each site. The estimated liabilities are valued using present value techniques that consider and incorporate assumptions and considerations marketplace participants would use in the determination of those estimates, including inflation, markups, inherent uncertainties due to the timing of work performed, information obtained from third parties, quoted and actual prices paid for similar work and engineering estimates. Inflation assumptions are based on management's evaluation of current and future economic conditions and the expected timing of these expenditures. Estimates are discounted applying the risk-free rate, which is a rate that is essentially free of default risk. In determining the risk-free rate, consideration is given to both current and future economic conditions and the expected timing of expenditures.

Leasing arrangements

Leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by GFL.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payments that are based on an index or a rate;
- amounts expected to be payable by the lessee under residual value guarantees;
- the exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and
- payments of penalties for terminating the lease, if the lease term reflects the lessee exercising that option.

As the interest rate implicit in GFL's leases is typically not readily determinable, GFL utilizes its incremental borrowing rate to discount the lease payments.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability;
- any lease payments made at or before the commencement date less any lease incentives received;
- any initial direct costs; and
- restoration costs.

Lease obligations are subsequently measured at amortized cost using the effective interest method. GFL has elected not to recognize right-of-use assets and lease obligation for leases of low-value assets and short-term leases. Lease payments associated with these leases are expensed on a straight-line basis over the lease term.

Revenue recognition

GFL records revenue when control is transferred to the customer, generally at the time that the service is provided. Revenue is measured based on the consideration specified in a contract with a customer or consideration agreed by a customer. Revenue excludes amounts collected on behalf of third parties. GFL recognizes revenue from the following major sources:

Collection and disposal of solid waste

GFL generates revenue through fees charged for the collection of solid waste including recyclables, from its municipal, residential and commercial and industrial customers. Revenues from these contracts are influenced by a variety of factors including collection frequency, type of service, type and volume or weight of waste and type of equipment and containers furnished to the customer. In addition to handling GFL's own collected waste volumes, its transfer stations, material recovery facilities ("MRFs"), landfills and organic waste processing facilities generate revenue from tipping fees paid to GFL by municipalities and third-party haulers and waste generators and from the sale of recycled commodities. GFL also operates MRFs, transfer stations and landfills for municipal owners under a variety of compensation arrangements, including fixed fee arrangements or on a tonnage or other basis.

Our municipal customer relationships are generally supported by contracts ranging from three to ten years. Our municipal collection contracts provide for fees based upon a per household, per tonne or ton, per lift or per service basis and often provide for annual price increases indexed to the Consumer Price Index ("CPI"), other waste related indices and market costs for fuel. We provide regularly scheduled service to a large percentage of our commercial and industrial customers under contracts with three to five year terms with automatic renewals, volume-based pricing and CPI, fuel and other adjustments. Other commercial and industrial customers are serviced on an "on-call" basis.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements

(In millions of dollars except per share amounts or otherwise stated)

Certain future variable considerations of long-term customer contracts may be unknown upon entering into the contract, including the amount that will be billed in accordance with annual CPI, market costs for fuel and commodity prices. The amount to be billed is often tied to changes in an underlying base index such as a CPI or a fuel or commodity index, and revenue is recognized once the index is established for the future period. GFL does not disclose the value of unsatisfied performance obligations for these contracts as its right to consideration corresponds directly to the value provided to the customer for services completed to date and all future variable consideration is allocated to wholly unsatisfied performance obligations.

Collection and disposal of liquid waste

GFL generates revenue through fees charged for the collection, management, transportation, processing and disposal of a wide variety of industrial and commercial liquid wastes. Revenue is primarily derived from fees charged to customers on a per service, volume and/or hour basis. Revenues from these contracts are influenced by a variety of factors including timing of contract, type of service, type and volume of liquid waste and type of equipment used. Revenue in the liquid waste business is also derived from the stewardship return incentives paid by most Canadian provinces in which GFL has liquid waste operations, as well as from the sale of used motor oil, solvents and downstream products to third parties. The fees received from third parties are based primarily on the market, type and volume of material sold. Generally, fees are billed and revenue is recognized at the time control is transferred. Revenue recognized under these agreements is variable in nature based on volumes and commodity prices at the time of sale, which are unknown at contract inception.

Soil remediation and infrastructure contracts

GFL earns revenue through fees collected for the excavation and transport of clean and contaminated soils and the remediation and disposal of contaminated and remediated soils. GFL also offers complementary civil, demolition, excavation and shoring services in its infrastructure business. In the soil remediation and infrastructure business, revenue is generated on a project basis, normally encompassing all of the above services.

Revenue is recognized for these services based on the percentage of completion of the contract, measured based on the expected costs to complete the project. In cases where soil remediation services are sold outside of an infrastructure project, the fees for remediation and the related excavation operations are generated on a per tonne basis.

Unbilled revenue

Unbilled revenue occurs in certain situations, which vary by project. For example, amounts relating to contract assets are balances due from customers under construction contracts that arise when GFL receives payments from customers in relation with a series of performance related milestones. GFL will previously have recognized a contract asset for any work performed. Any amount previously recognized as a contract asset is reclassified to trade receivables at the point at which it is invoiced to the customer.

Share-based payments

Stock options issued by GFL as remuneration of its key employees, officers, and directors are settled in subordinate voting shares and are accounted for as equity-settled awards.

The fair value of options granted is measured using either the Black-Scholes option pricing model or the Monte Carlo simulation methods, which rely on estimates of the expected risk-free interest rate, expected dividend payments, expected share price volatility, the value of GFL's shares and the expected average life of the options. GFL believes these models adequately capture the substantive features of the option awards and are appropriate to calculate their fair values.

The fair value of the options determined at the grant date is expensed over the vesting period using an accelerated method of amortization, with a corresponding increase to contributed surplus. Expense related to share-based payments is included as part of selling, general and administrative expense. Upon exercise of options, the amount recognized in contributed surplus for the awards and the cash received upon exercise are recognized as an increase in share capital.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements

(In millions of dollars except per share amounts or otherwise stated)

GFL has a long-term incentive plan ("LTIP") to grant long-term equity-based incentives, including options, performance stock units ("PSUs"), restricted stock units ("RSUs"), and deferred share units ("DSUs") to eligible participants. Each award represents the right to receive subordinate voting shares, or in the case of PSUs and RSUs, subordinate voting shares and/or cash, in accordance with the terms of the LTIP.

The fair value of the RSUs and DSUs granted are based on the closing price of the subordinate voting shares on the day prior to the grant. The fair value of the RSUs and DSUs are recognized as compensation expense over the vesting period. As at December 31, 2021, there have been no PSUs issued.

Income taxes

Income tax expense or recovery is comprised of current and deferred income taxes. It is recognized in the consolidated statement of operations, except to the extent that the expense relates to items recognized directly in equity.

A current or non-current tax liability/asset is the estimated tax payable/receivable on taxable earnings for the period, and any adjustments to taxes payable with respect to previous periods.

The liability method is used to account for deferred tax assets and liabilities, which arise from temporary differences between the carrying amount of assets and liabilities recognized in the consolidated statement of financial position and their corresponding tax basis. The carry forward of unused tax losses and credits are recognized to the extent that it is probable they can be used in the future.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent it is no longer probable that the deferred income tax asset will be recovered.

Deferred income tax assets and liabilities are calculated at the tax rates that are expected to apply when the asset or liability is recovered or settled. Current and deferred tax assets and liabilities are calculated using tax rates that have been enacted or substantively enacted at the end of the reporting date.

Where current tax or deferred tax arises from the initial accounting for a business combination, the tax effect is included in the accounting for the business combination.

Deferred tax income liabilities are offset if a legally enforceable right exists to set off current income tax assets against current income tax liabilities and the deferred tax relates to the same taxable entity and the same taxation authority.

Deferred financing costs

Deferred financing costs in respect of GFL's long-term debt are presented as a reduction of long-term debt and are recognized using the effective interest method over the term of the related financing agreement.

Financial instruments

Classification and measurement

All financial assets and liabilities are recognized initially at fair value plus or minus transaction costs, except for financial instruments at fair value through profit or loss ("FVTPL"), for which transaction costs are expensed.

Debt financial instruments are subsequently measured at FVTPL, fair value through other comprehensive income ("FVTOCI"), or amortized cost using the effective interest rate method. GFL determines the classification of its financial assets based on GFL's business model for managing the financial assets and whether the instruments' contractual cash flows represent solely payments of principal and interest on the principal amount outstanding.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements

(In millions of dollars except per share amounts or otherwise stated)

GFL's derivatives designated as a hedging instrument in a qualifying hedge relationship are subsequently measured at FVTOCI. Equity instruments that meet the definition of a financial asset, if any, are subsequently measured at FVTPL or elected irrevocably to be classified at FVTOCI at initial recognition. Derivatives not designated in a qualified hedge relationship are measured at FVTPL.

Financial liabilities are subsequently measured at amortized cost using the effective interest method or at FVTPL in certain circumstances or when the financial liability is designated as such. For financial liabilities that are designated as FVTPL, the amount of change in the fair value of the financial liability that is attributable to changes in GFL's own credit risk of that liability is recognized in other comprehensive income or loss unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income or loss would create or enlarge an accounting mismatch in the consolidated statement of operations. The remaining amount of change in the fair value of the liability is recognized in the consolidated statement of operations. Changes in the fair value of a financial liability attributable to GFL's own credit risk, if any, are recognized in other comprehensive income or loss and are not subsequently reclassified to the consolidated statement of operations; instead, they are transferred to retained earnings, upon de-recognition of the financial liability.

All of GFL's financial assets are categorized within the amortized cost measurement category. All of GFL's financial liabilities, with the exception of deferred foreign exchange derivatives and the Purchase Contracts (as defined below), are also categorized within the amortized cost measurement category. Deferred foreign exchange derivatives, which qualify for hedge accounting, are categorized within the FVTOCI category and the Purchase Contracts, which is a financial liability with embedded derivative features, is categorized within the FVTPL category.

Impairment

GFL uses a forward-looking Expected Credit Loss ("ECL") model to determine impairment of financial assets. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that GFL expects to receive.

For trade receivables and holdbacks, GFL applies the simplified approach and has determined the allowance based on lifetime ECLs at each reporting date. GFL establishes a provision that is based on GFL's historical credit loss experience, adjusted for forward-looking factors specific to the customers and the economic environment.

Hedge accounting

GFL is exposed to the risk of currency fluctuations and has entered into currency derivative contracts and is exposed to the risk of fuel price fluctuations and has entered into fuel derivative contracts to hedge a portion of this exposure on the basis of planned transactions. Where hedge accounting is applied, the criteria are documented at the inception of the hedge and updated at each reporting date. GFL documents the relationship between hedging instruments and hedged items, as well as its risk management objectives and strategy for undertaking the hedging transactions. GFL also documents its assessment, at hedge inception and on an ongoing basis, of whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in cash flows of hedged items.

Basis of fair values

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability.

GFL uses valuation techniques that it believes are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs. All assets and liabilities for

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

which fair value is measured or disclosed are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1 — quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 — inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 — are unobservable inputs for the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The fair values of certain of GFL's financial instruments are determined using Level 1 and Level 2 fair value measurements. GFL does not have any Level 3 fair value measurements. In addition, there have been no significant transfers between levels.

Critical accounting judgments and estimates

The preparation of the Annual Financial Statements in conformity with IFRS requires management to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue and expense for the period. Such estimates relate to unsettled transactions and events as of the date of the Annual Financial Statements. Accordingly, actual results may differ from estimated amounts as transactions are settled in the future. Estimates and assumptions are reviewed on an ongoing basis. Revisions to estimates are applied prospectively.

The following areas are the critical judgments and estimates that management has made in applying GFL's accounting policies and that have the most significant effect on amounts recognized in the Annual Financial Statements:

- Determining the fair value of acquired assets and liabilities in business combinations
- Determining the key assumptions for impairment testing for long-lived assets
- Forecasting future taxable income and the timing of reversal of temporary differences in connection with deferred income taxes
- Estimating the amount and timing of the landfill closure and post-closure obligations
- Determining the fair value of derivative financial instruments

Foreign currency translation

Functional currency

Items included in the financial statements of GFL's subsidiaries are measured using the currency of the primary economic environment in which each entity operates (the functional currency). Foreign currency transactions are translated into the functional currency of each entity using the exchange rates prevailing at the date of the transactions or valuation when items are re-measured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the remeasurement at period-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the consolidated statement of operations.

Foreign operations

GFL's foreign operations are conducted through its subsidiaries located in the United States of America ("US subsidiaries"), whose functional currency is the United States dollar.

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The assets and liabilities of these US subsidiaries are translated into the presentation currency of GFL using the exchange rate at the reporting date. Revenues and expenses are translated at the average exchange rate for the period. The resulting foreign exchange translation differences are recorded as a currency translation adjustment in other comprehensive income or loss.

Changes in Accounting Policies

The IASB published Interest Rate Benchmark Reform - Phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16) with amendments that address issues that might affect financial reporting after the reform of an interest rate benchmark, including its replacement with alternative benchmark rates. The amendments were effective for annual reporting periods beginning on or after January 1, 2021. GFL has assessed the impacts of the amendments and concluded they had no material impact on the Annual Financial Statements.

Future changes in accounting policies

IAS 1 Amendment, Presentation of financial statements amendments, classification of liabilities as current or non-current

The IASB issued a narrow-scope amendment to IAS 1 - Presentation of financial statements, which clarifies that the classification of liabilities as current or non-current is based on rights that are in existence at the end of the reporting period. Classification is unaffected by expectations about whether an entity will exercise its right to defer settlement of a liability or events after the reporting date. The amendment also clarifies the meaning of 'settlement' of a liability. The amendment is effective for annual periods on or after January 1, 2023, with early adoption permitted. GFL will continue to evaluate the impact of the amendment.

IAS 37 - Amendment, Onerous contracts - cost of fulfilling a contract

The IASB issued amendments to IAS 37 - Provisions, contingent liabilities and contingent assets to specify which costs a company should include as the cost of fulfilling a contract when assessing whether a contract is onerous. The 'cost of fulfilling' a contract comprises the 'costs that relate directly to the contract'. Costs that relate directly to a contract can either be incremental costs of fulfilling that contract or an allocation of other costs that relate directly to fulfilling contracts. The amendments are effective for annual periods beginning on or after January 1, 2022 and apply to contracts existing at the date when the amendments are first applied. GFL has assessed the impact of these amendments and concluded they have no material impact on these Annual Financial Statements.

IAS 8 Amendment, Definition of accounting estimates

The IASB issued amendments to IAS 8 - Accounting policies, changes in accounting estimates and errors to introduce a new definition for accounting estimates, clarifying that they are monetary amounts in the financial statements that are subject to measurement uncertainty. The amendments also clarify the relationship between accounting policies and accounting estimates by specifying that a company develops an accounting estimate to achieve the objective set out by an accounting policy. The amendments are effective for annual periods beginning on or after January 1, 2023, with earlier adoption permitted. GFL will continue to evaluate the impact of the amendments.

IAS 12 Amendment, Deferred tax related to assets and liabilities arising from a single transaction

The IASB issued amendments to IAS 12 - Income taxes to narrow the scope of the initial recognition exemption so that it does not apply to transactions that give rise to equal and offsetting temporary differences. As a result, companies need to recognize a deferred tax asset and a deferred tax liability for temporary differences arising on initial recognition of a lease and a decommissioning provision. The amendments are effective for annual periods beginning on or after January 1, 2023, with earlier adoption permitted. GFL is assessing the potential impact of the amendments.

IFRS 3 - Amendment, Reference to conceptual framework

The IASB issued amendments to IFRS 3 - Business combinations without changing the accounting requirements for business combinations. These amendments include: i) updating the IFRS 3 reference from the 1989 to the 2018 Conceptual framework for

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financial reporting, ii) requiring the application of IAS 37 - Provisions, contingent liabilities and contingent assets and IFRIC 21-Leases to identify liabilities assumed in business combinations where applicable; iii) prohibiting the recognition of contingent assets from business combinations. The amendments are applicable for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after January 1, 2022. Earlier application is permitted if at the same time or earlier an entity also applies the amendments made by Amendments to references to the conceptual framework in IFRS Standards, issued in March 2018. GFL has assessed the impact of the amendments and concluded they have no material impact on these Annual Financial Statements.

IFRS 9 - Annual improvements to IFRS standards 2018-2020

As part of its Annual improvements to IFRS standards 2018-2020, the IASB issued amendments to IFRS 9 - Financial instruments to clarify that the fees to be included for the purpose of performing the '10 per cent test' for de-recognition of financial liabilities would only be fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other's behalf. The amendments are effective for annual periods beginning on or after January 1, 2022, with earlier adoption permitted. GFL has assessed the impact of the amendments and concluded they have no material impact on these Annual Financial Statements.

3. BUSINESS COMBINATIONS

For the year ended December 31, 2021, GFL acquired 46 businesses, of which 41 were solid waste management businesses, and each of which GFL considers to be individually immaterial.

The following table presents the purchase price allocation based on the best information available to GFL to date:

	Year ended December 31	
	2021	2020
Net working capital, including cash acquired of \$22.4 million and \$28.0 million, respectively	\$ 23.3	\$ (63.5)
Property and equipment	1,000.1	2,404.5
Intangible assets	716.9	696.3
Other long-term assets	0.5	0.5
Goodwill	1,011.5	1,470.6
Lease obligations	(44.6)	(23.4)
Other long-term liabilities	(14.7)	(28.3)
Assumption of landfill closure and post-closure obligations	(122.3)	(262.6)
Deferred income tax liabilities	(212.3)	(123.4)
Net assets acquired	<u>\$ 2,358.4</u>	<u>\$ 4,070.7</u>
Share consideration issued	\$ 36.3	\$ 78.4
Cash	2,322.1	3,969.2
Accrued contingent consideration	—	23.1
Consideration	<u>\$ 2,358.4</u>	<u>\$ 4,070.7</u>

In addition to the cash consideration noted above, during the year ended December 31, 2021, GFL paid \$23.6 million in additional consideration, including \$19.8 million related to acquisitions from prior years.

GFL finalizes purchase price allocations relating to acquisitions within 12 months of the respective acquisition date and, as a result, there may be difference between the provisional estimates reflected above and the final acquisition accounting. During the year ended December 31, 2021, GFL finalized the purchase price allocations for certain acquisitions resulting in an increase in property and equipment of \$25.2 million, an increase in other non-current assets of \$3.1 million, an increase in accrued liabilities of \$10.1 million, an increase in closure and post-closure obligations of \$1.6 million, an increase in deferred income tax liabilities of \$75.9 million and an increase in goodwill of \$59.3 million.

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Approximately \$208.7 million of the goodwill acquired during the year ended December 31, 2021 (\$346.3 million during the year ended December 31, 2020) is expected to be deductible for tax purposes.

Since the respective acquisition dates, revenue and net income before tax of approximately \$333.0 million and \$31.7 million, respectively, attributable to the 2021 acquisitions are included in these Annual Financial Statements.

Pro forma results of operations

If the 2021 acquisitions had occurred on January 1, 2021, the unaudited consolidated pro forma revenue and net loss before taxes for the year ended December 31, 2021 would have been \$6,068.2 million and \$697.8 million, respectively. The pro forma results do not purport to be indicative of the results of operations which would have resulted had the acquisitions occurred at the beginning of the year, nor are they necessarily indicative of future operating results.

4. TRADE AND OTHER RECEIVABLES

The following table presents GFL's trade and other receivables for the periods indicated:

	<u>December 31, 2021</u>	<u>December 31, 2020</u>
Trade	\$ 865.3	\$ 668.8
Holdbacks	85.9	80.9
Unbilled revenue	203.6	129.7
Expected credit losses	(20.1)	(12.1)
	<u>\$ 1,134.7</u>	<u>\$ 867.3</u>

Trade receivables disclosed above include amounts that are past due at the end of the reporting period for which GFL has not recognized an expected credit loss as there has not been a significant change in credit quality and the amounts are still considered recoverable.

5. PREPAID EXPENSES AND OTHER ASSETS

The following table presents GFL's prepaid expenses and other assets for the periods indicated:

	<u>December 31, 2021</u>	<u>December 31, 2020</u>
Prepaid expenses and other assets	\$ 88.6	\$ 76.3
Vehicle parts, supplies and inventory	82.0	57.4
	<u>\$ 170.6</u>	<u>\$ 133.7</u>

For the year ended December 31, 2020, GFL took a \$14.2 million impairment charge, primarily consisting of a \$11.4 million write down of inventory and a \$2.3 million write down to dispose of inventory. In the year ended December 31, 2020, GFL wrote off an additional \$7.2 million of other assets in relation to funds expected to be received from the vendor of a business acquired in 2018. As at December 31, 2020, the entire balance was determined not to be recoverable and was expensed in the year. There were no such charges for the year ended December 31, 2021.

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6. PROPERTY AND EQUIPMENT

The following table presents the changes in cost and accumulated depreciation of GFL's property and equipment for the periods indicated:

	Land, buildings and improvements	Landfills	Vehicles	Machinery and equipment	Assets under development	Containers	Right-of- use assets	Total
Cost								
Balance, December 31, 2019	\$ 613.8	\$ 765.9	\$ 1,061.2	\$ 500.9	\$ 121.5	\$ 207.0	\$ 161.5	\$ 3,431.8
Additions	73.2	92.6	164.8	119.2	21.3	43.5	40.7	555.3
Acquisitions via business combinations	560.0	897.7	455.0	291.3	5.0	172.1	23.4	2,404.5
Disposals	(2.9)	—	(18.2)	(10.7)	—	(3.8)	(20.6)	(56.2)
Transfers	31.0	5.0	(0.3)	28.0	(63.5)	(0.2)	—	—
Changes in foreign exchange	(28.8)	(55.1)	(31.1)	(16.0)	(1.0)	(11.9)	(1.5)	(145.4)
Balance, December 31, 2020	1,246.3	1,706.1	1,631.4	912.7	83.3	406.7	203.5	6,190.0
Balance, December 31, 2020	1,246.3	1,706.1	1,631.4	912.7	83.3	406.7	203.5	6,190.0
Additions	56.1	197.2	286.8	167.2	24.7	79.4	179.3	990.7
Acquisitions via business combinations	226.1	382.5	180.9	85.4	6.2	74.4	44.6	1,000.1
Adjustments for prior year acquisitions	—	14.8	9.9	0.5	—	—	—	25.2
Disposals	(49.8)	(58.9)	(36.9)	(40.9)	(1.0)	(10.8)	(78.3)	(276.6)
Transfers	7.3	19.4	13.0	5.7	(45.5)	0.2	(0.3)	(0.2)
Changes in foreign exchange	(3.3)	(4.1)	(3.1)	(1.6)	1.6	(0.6)	(0.1)	(11.2)
Balance, December 31, 2021	1,482.7	2,257.0	2,082.0	1,129.0	69.3	549.3	348.7	7,918.0
Accumulated depreciation								
Balance, December 31, 2019	26.8	162.2	206.6	109.6	—	55.2	21.3	581.7
Depreciation	32.6	111.9	224.7	122.6	—	49.3	37.8	578.9
Disposals	(0.2)	—	(10.2)	(2.2)	—	(3.1)	(4.1)	(19.8)
Changes in foreign exchange	(1.2)	(8.4)	(9.3)	(3.1)	—	(2.8)	(0.8)	(25.6)
Balance, December 31, 2020	58.0	265.7	411.8	226.9	—	98.6	54.2	1,115.2
Balance, December 31, 2020	58.0	265.7	411.8	226.9	—	98.6	54.2	1,115.2
Depreciation	51.7	230.4	291.5	178.2	—	69.4	55.7	876.9
Disposals	(2.8)	(22.3)	(25.2)	(16.5)	—	(5.3)	(15.8)	(87.9)
Changes in foreign exchange	0.2	1.1	0.9	0.6	—	0.3	0.1	3.2
Balance, December 31, 2021	107.1	474.9	679.0	389.2	—	163.0	94.2	1,907.4
Carrying amounts								
At December 31, 2020	\$ 1,188.3	\$ 1,440.4	\$ 1,219.6	\$ 685.8	\$ 83.3	\$ 308.1	\$ 149.3	\$ 5,074.8
Balance, December 31, 2021	\$ 1,375.6	\$ 1,782.1	\$ 1,403.0	\$ 739.8	\$ 69.3	\$ 386.3	\$ 254.5	\$ 6,010.6

For the year ended December 31, 2021, total depreciation of property and equipment was \$931.8 million (\$810.6 million for the year ended December 31, 2020). Depreciation of property and equipment for the year ended December 31, 2021 was comprised of \$876.9 million (\$578.9 million for the year ended December 31, 2020) of depreciation shown above and \$54.9 million (\$231.7 million for the year ended December 31, 2020) of depreciation expense due to the difference between the ARO calculated using the credit-adjusted, risk-free discount rate required for measurement of the ARO through purchase accounting, compared to the risk-free discount rate required for annual valuations. Of the total depreciation for the year ended December 31, 2021, \$901.9 million was included in cost of

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sales (\$785.1 million for the year ended December 31, 2020) and \$29.9 million was included in selling, general and administrative expenses (\$25.5 million for the year ended December 31, 2020).

7. GOODWILL AND INTANGIBLE ASSETS

The following table presents the changes in cost and accumulated amortization of GFL's goodwill and intangible assets for the periods indicated:

	Goodwill	Indefinite life C of A	Customer lists and municipal contracts	Trade name, definite life C of A and other licenses	Non-compete agreements	Total
Cost						
Balance, December 31, 2019	\$ 5,173.8	\$ 612.1	\$ 2,426.1	\$ 83.5	\$ 187.8	\$ 8,483.3
Acquisitions via business combinations	1,470.6	31.0	449.2	—	216.1	2,166.9
Changes in foreign exchange	(144.0)	(1.7)	(30.7)	(1.7)	(6.4)	(184.5)
Balance, December 31, 2020	6,500.4	641.4	2,844.6	81.8	397.5	10,465.7
Balance, December 31, 2020	6,500.4	641.4	2,844.6	81.8	397.5	10,465.7
Acquisitions via business combinations	1,011.5	172.0	389.6	—	155.3	1,728.4
Adjustments for prior year acquisitions	59.3	—	—	—	—	59.3
Divestitures	(56.2)	(1.4)	(10.1)	—	(2.2)	(69.9)
Changes in foreign exchange	(13.9)	(0.1)	(4.4)	(0.3)	(0.6)	(19.3)
Balance, December 31, 2021	7,501.1	811.9	3,219.7	81.5	550.0	12,164.2
Accumulated amortization						
Balance, December 31, 2019	—	—	408.6	4.8	48.1	461.5
Amortization	—	—	341.6	8.9	76.5	427.0
Changes in foreign exchange	—	—	(12.2)	(0.8)	(3.6)	(16.6)
Balance, December 31, 2020	—	—	738.0	12.9	121.0	871.9
Balance, December 31, 2020	—	—	738.0	12.9	121.0	871.9
Amortization	—	—	363.4	8.1	89.7	461.2
Balance, December 31, 2021	—	—	1,101.4	21.0	210.7	1,333.1
Carrying amounts						
At December 31, 2020	\$ 6,500.4	\$ 641.4	\$ 2,106.6	\$ 68.9	\$ 276.5	\$ 9,593.8
At December 31, 2021	\$ 7,501.1	\$ 811.9	\$ 2,118.3	\$ 60.5	\$ 339.3	\$ 10,831.1

All intangible asset amortization expense is included in cost of sales.

During the year ended December 31, 2021, GFL completed divestitures of certain landfill assets and hauling and ancillary operations for aggregate proceeds of \$242.7 million (US\$192.8 million) and realized an aggregate net gain of \$153.3 million.

In assessing goodwill and indefinite life intangible assets for impairment at December 31, 2021 and 2020, GFL compared the aggregate recoverable amount of the assets included in CGUs to their respective carrying amounts.

For all CGUs, the recoverable amount was determined based on the value in use by discounting estimated future cash flows from a CGU to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU. Estimated cash flow projections are based on GFL's one-year budget and three year strategic plan. There was no impairment recorded at the CGU level as at December 31, 2021 and 2020.

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The key assumptions used for both periods in determining the recoverable amount for each CGU are as follows:

- Revenue growth rates – Growth rates ranging from 5.0% to 6.4% were used for the periods covered in the financial projections and are based on historical results and expectations for the forecasted periods.
- Pre-tax discount rates –The pre-tax discount rate calculation is based on the specific circumstances of the CGU and range from 6.8% to 7.9% (5.6% to 7.5% for the year ended December 31, 2020).
- Terminal growth value – The cash flows beyond the initial period are extrapolated using a growth rate of 3.0%. Rates are based on market and industry trends researched and identified by management.
- Capital expenditures – The cash flow forecasts for capital expenditures are based on past experience and include the ongoing capital expenditures required to maintain the business.

In all CGUs, reasonably possible changes to key assumptions would not cause the recoverable amount of each CGU to fall below the carrying value.

8. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

The following table presents GFL's accounts payable and accrued liabilities for the periods indicated:

	December 31, 2021	December 31, 2020
Accounts payable	\$ 565.7	\$ 413.1
Accrued liabilities	355.7	277.0
Accrued interest	74.3	34.0
Accrued payroll and benefits	125.3	120.3
Deferred revenue	198.7	170.4
	<u>\$ 1,319.7</u>	<u>\$ 1,014.8</u>

9. LANDFILL CLOSURE AND POST-CLOSURE OBLIGATIONS

The following table presents GFL's landfill closure and post-closure obligations for the periods indicated:

	December 31, 2021	December 31, 2020
Balance, beginning of period	\$ 735.6	\$ 236.6
Acquisitions via business combinations	122.3	262.6
Adjustment related to prior year acquisitions	1.6	—
Adjustment for divestitures	(102.9)	—
Provisions	149.4	266.0
Accretion	14.4	6.9
Expenditures	(37.1)	(21.7)
Changes in foreign exchange	(2.7)	(14.8)
Balance, end of period	<u>880.6</u>	<u>735.6</u>
Less: Current portion of landfill closure and post-closure obligations	(39.1)	(55.3)
Non-current portion of landfill closure and post-closure obligations	<u>\$ 841.5</u>	<u>\$ 680.3</u>

The present value of GFL's future landfill closure and post-closure obligations have been estimated by management based on GFL's cost, in today's dollars, to settle closure and post-closure obligations at its landfills, projected timing of these expenditures and the application of discount and inflation rates. GFL used a risk-free discount rate of 1.60% in Canada and 1.90% in the United States as at December 31, 2021 (1.21% in Canada and 1.65% in the United States as at December 31, 2020) and an inflation rate of 1.78% in Canada and 2.09% in the United States (1.60% in Canada and 1.74% in the United States as at December 31, 2020) to calculate the present value of the landfill closure and post-closure obligations. Obligations acquired through business combinations are initially valued at fair value.

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using a credit-adjusted, risk-free discount rate. Reducing the discount rate to the risk-free rate resulted in a one-time increase to the liability of \$54.9 million included in the provisions line item in the table above for the year ended December 31, 2021 (\$231.7 million for the year ended December 31, 2020).

The landfill closure and post-closure obligations mature as follows:

Less than 1 year	\$ 39.1
Between 1-2 years	75.2
Between 2-5 years	117.6
Over 5 years	648.7
	<u>\$ 880.6</u>

Funded landfill post-closure assets

GFL is required to deposit funds into trusts to settle post closure obligations for landfills in certain jurisdictions. As at December 31, 2021, included in other long-term assets are funded landfill post closure obligations, representing the fair value of legally restricted assets, totaling \$22.9 million (\$19.3 million as at December 31, 2020).

10. LONG-TERM DEBT

The following table presents GFL's long-term debt for the periods indicated:

	December 31, 2021	December 31, 2020
Revolving credit facility	\$ —	\$ 148.8
Term loan A facility	500.0	—
Term loan B facility	1,647.9	1,671.6
Notes		
4.250% USD senior secured notes ("4.250% 2025 Secured Notes") ⁽¹⁾	633.9	636.6
3.750% USD senior secured notes ("3.750% 2025 Secured Notes") ⁽²⁾	950.9	954.9
5.125% USD senior secured notes ("5.125% 2026 Secured Notes") ⁽³⁾	633.9	636.6
3.500% USD senior secured notes ("3.500% 2028 Secured Notes") ⁽⁴⁾	950.9	954.9
8.500% USD senior notes ("8.500% 2027 Notes")	—	458.4
4.000% USD senior notes ("4.000% 2028 Notes") ⁽⁵⁾	950.9	636.6
4.750% USD senior notes ("4.750% 2029 Notes") ⁽⁶⁾	950.9	—
4.375% USD senior notes ("4.375% 2029 Notes") ⁽⁷⁾	697.2	—
Equipment loans and others at interest rates ranging from 3.02% to 4.37%	4.6	9.2
Subtotal	<u>7,921.1</u>	<u>6,107.6</u>
Discount	(4.6)	(5.4)
Net derivative instruments	131.9	122.3
Deferred finance costs	(69.4)	(58.4)
Total long-term debt	<u>7,979.0</u>	<u>6,166.1</u>
Less: Current portion of long-term debt	(17.2)	(4.6)
Total non-current portion of long-term debt	<u>\$ 7,961.8</u>	<u>\$ 6,161.5</u>

- (1) The 4.250% 2025 Secured Notes bear interest semi-annually which commenced on December 1, 2020 with the principal maturing on June 1, 2025.
(2) The 3.750% 2025 Secured Notes bear interest semi-annually which commenced on February 1, 2021 with the principal maturing on August 1, 2025.
(3) The 5.125% 2026 Secured Notes bear interest semi-annually which commenced on December 15, 2019 with principal maturing on December 15, 2026.
(4) The 3.500% 2028 Secured Notes bear interest semi-annually which commenced on September 1, 2021 with principal maturing on September 1, 2028.
(5) The 4.000% 2028 Notes are comprised of US\$500.0 million of initial notes and US\$250.0 million of additional notes. The initial notes bear interest semi-annually which commenced on February 1, 2021, and the additional notes bear interest semi-annually commencing on February 1, 2022. The total principal is maturing on August 1, 2028.
(6) The 4.750% 2029 Notes bear interest semi-annually commencing on December 15, 2021 with principal maturing on June 15, 2029.
(7) The 4.375% 2029 Notes bear interest semi-annually commencing on February 15, 2022 with principal maturing on August 15, 2029.

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Revolving credit facility and term loan facility

On September 27, 2021, GFL amended its credit facility agreement (the "Revolving Credit Agreement") to, among other things, (a) modify the applicable pricing grid, (b) extend the term to September 27, 2026, (c) increase the Revolving Credit Facility (defined below) by an additional \$200.0 million, and (d) add a delayed draw term loan of up to \$500.0 million to finance acquisitions (the "Term Loan A Facility").

Under the Revolving Credit Agreement, GFL has access to \$905.0 million of revolving credit facilities (available in Canadian and US dollars) and an aggregate of US\$75.0 million of revolving credit facilities (available in US dollars) (collectively, the "Revolving Credit Facility"). The Revolving Credit Facility and Term Loan A Facility accrue interest at a rate of LIBOR/Bankers Acceptance plus 1.500% to 2.250% or Canadian/US prime plus 0.500% to 1.250%.

As at December 31, 2021, GFL had \$nil drawn under the Revolving Credit Facility (\$148.8 million as at December 31, 2020) and \$500.0 million drawn under the Term Loan A Facility.

The Revolving Credit Agreement contains a Total Net Funded Debt to Adjusted EBITDA and an Interest Coverage Ratio (each as defined in the Revolving Credit Agreement) financial maintenance covenant.

The Total Net Funded Debt to Adjusted EBITDA ratio to be maintained is equal to or less than 6.00 to 1.00 for a period of four complete fiscal quarters following completion of a Material Acquisition (as defined in the Revolving Credit Agreement) and at all other times, equal to or less than 5.75 to 1.00. The Interest Coverage Ratio must be equal to or greater than 3.00 to 1.00. As at December 31, 2021, GFL was in compliance with these covenants and as at December 31, 2020, GFL was in compliance with the financial maintenance covenant in effect at that time. The Revolving Credit Facility is secured by mortgages on certain properties, a general security agreement over all the assets of GFL and certain material subsidiaries and a pledge of shares of all subsidiaries.

GFL has a term loan B facility totaling US\$1,299.8 million (the "Term Loan B Facility"), which matures on May 31, 2025 and bears interest at a rate of LIBOR (with a floor rate at 0.500%) plus 3.000% or US prime plus 2.000%. The Term Loan B Facility is secured by mortgages on certain properties, a general security agreement over all the assets of GFL and certain material subsidiaries and a pledge of the shares of such subsidiaries.

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2021

On June 8, 2021, GFL issued the 4.750% 2029 Notes, the net proceeds of which were used to fund the redemption of the 8.500% 2027 Notes, including related fees, premiums and accrued interest, with the remaining net proceeds used to pay down the Revolving Credit Facility. A prepayment penalty on the early redemption of the 8.500% 2027 Notes of \$49.3 million and write off of deferred finance costs of \$3.4 million were recognized in interest and other finance costs.

GFL issued the 4.375% 2029 Notes on August 10, 2021 and the 4.000% 2028 Notes on September 24, 2021. The net proceeds from these offerings were used for general corporate purposes, including acquisitions.

2020

On March 5, 2020, GFL used a portion of the net proceeds of the IPO to fund the redemption of certain notes. A loss on extinguishment of the notes of \$73.8 million and write off of deferred financing costs of \$17.4 million were recognized in interest and other finance costs for the year ended December 31, 2020.

GFL issued the 4.250% 2025 Secured Notes on April 22, 2020, and the 3.750% 2025 Secured Notes on August 24, 2020. The net proceeds from these offerings were used for general corporate purposes, including acquisitions.

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On November 23, 2020, GFL issued the 4.000% 2028 Notes, the net proceeds of which were used to fund the redemption of the 7.000% 2026 Notes, including related fees, premiums and accrued interest. A prepayment penalty on the early redemption of the 7.000% 2026 Notes of \$35.5 million and write off of deferred financing costs of \$6.6 million were recognized in interest and other finance costs for the year ended December 31, 2020.

On December 21, 2020, GFL issued the 3.500% 2028 Secured Notes, the net proceeds of which were used to fund the redemption of US\$744.3 million of the Term Loan B Facility, related fees, premiums and accrued interest.

See Note 20 for additional information on the hedging arrangements related to above mentioned notes

Paid in Kind ("PIK") Notes

On March 5, 2020, in connection with the pre-closing capital changes implemented as part of the IPO, certain existing shareholders of Holdings subscribed for additional non-voting shares at a fair market value price per share of US\$19.00, the proceeds of which, together with a loan in an aggregate principal amount of \$29.0 million from Sejosa Holdings Inc., an entity controlled by Patrick Dovigi, Founder, Chairman, President and Chief Executive Officer of GFL, were used to redeem in full the PIK Notes in an aggregate amount of \$1,049.9 million plus redemption premiums and penalties. A loss on extinguishment of \$59.4 million was recognized in interest and other finance costs the year ended December 31, 2020.

Changes in long-term debt arising from financing activities

The following table presents GFL's opening balances of long-term debt reconciled to closing balances:

	December 31, 2021	December 31, 2020
Balance, beginning of period	\$ 6,166.1	\$ 7,625.1
Cash flows		
Issuance of long-term debt	3,816.0	4,667.9
Repayment of long-term debt	(2,010.8)	(6,200.3)
Payment of financing costs	(30.6)	(41.0)
Non-cash changes		
Accrued interest and other non-cash changes	19.1	125.6
Revaluation of foreign exchange	5.8	(129.7)
Fair value movements on cash flow hedges	13.4	118.5
Balance, end of period	\$ 7,979.0	\$ 6,166.1

Commitments related to long-term debt

The following table presents GFL's principal future payments on long term debt in each of the next five years as follows:

2022	\$ 17.2
2023	16.9
2024	16.9
2025	1,589.2
2026	1,134.1
Thereafter	5,146.8
	\$ 7,921.1

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11. INTEREST AND OTHER FINANCE COSTS

The following table presents GFL's interest and other finance costs for the periods indicated:

	December 31, 2021	December 31, 2020
Interest	\$ 324.8	\$ 372.4
Prepayment penalties for early note redemption	49.3	35.5
Other loss on extinguishment of debt	—	133.2
Amortization of deferred financing costs	21.7	36.1
Accretion of landfill closure and post-closure obligations	14.4	6.9
Other finance costs	23.9	13.5
Interest and other finance costs	<u>\$ 434.1</u>	<u>\$ 597.6</u>

12. LEASE OBLIGATIONS

GFL leases several assets including buildings, property and equipment.

The following table presents GFL's future minimum payments under lease obligations for the periods indicated:

	December 31, 2021	December 31, 2020
Lease obligations	\$ 364.6	\$ 241.0
Less: Interest	56.3	49.8
	<u>308.3</u>	<u>191.2</u>
Less: Current portion	50.9	37.5
	<u>\$ 257.4</u>	<u>\$ 153.7</u>

Lease obligations include \$126.1 million of secured lease obligations as at December 31, 2021 (\$73.1 million as at December 31, 2020).

Interest expense in connection with lease obligations was \$9.3 million for the year ended December 31, 2021 (\$10.9 million for the year ended December 31, 2020).

The following table presents principal and interest payments on future minimum lease payments under the lease obligations in each of the next five years as follows:

2022	\$ 64.2
2023	55.3
2024	45.9
2025	36.1
2026	101.0
Thereafter	62.1
	<u>\$ 364.6</u>

13. TANGIBLE EQUITY UNITS

On March 5, 2020, GFL completed its offering of 15,500,000 6.00% TEUs for total gross proceeds of \$1,040.7 million (US\$775.0 million). Each TEU, which has a stated amount of US\$50.00, is comprised of a prepaid stock purchase contract (the "Purchase Contract(s)") and a senior amortizing note (the "Amortizing Note(s)") due March 15, 2023, both of which are freestanding instruments and separate units of account. The Amortizing Notes are classified as a financial liability held at amortized cost. The Purchase Contracts are accounted for as prepaid forward contracts to deliver a variable number of equity instruments equal to a fixed dollar amount, subject to a cap and floor. Accordingly, the Purchase Contracts meet the definition of a financial liability with embedded derivative features, which GFL has elected to measure at fair value through profit or loss. This resulted in an unrealized loss of \$349.6

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million on the market value of the Purchase Contracts for the year ended December 31, 2021 (\$449.2 million for the year ended December 31, 2020).

The aggregate values assigned upon issuance of the TEUs, based on the relative fair values of the respective components of each TEU, were as follows:

	<u>Purchase Contracts</u>	<u>Amortizing Notes</u>	<u>Total</u>
Fair value price per TEU on issuance	\$ 55.71	\$ 11.43	\$ 67.14
Gross proceeds	863.5	177.2	1,040.7
Issuance costs	(28.1)	(5.7)	(33.8)
Net proceeds on issuance	<u>\$ 835.4</u>	<u>\$ 171.5</u>	<u>\$ 1,006.9</u>

Each Amortizing Note has an initial principal amount of US\$8.5143 and bears interest at 4.000% per year. On each of March 15, June 15, September 15, and December 15, GFL will pay equal quarterly cash instalments of US\$0.7500 per Amortizing Note (except for the June 15, 2020 installment payment, which was US\$0.8333 per Amortizing Note), which cash payment in the aggregate will be the equivalent of 6.000% per year with respect to each US\$50.00 stated amount of the TEUs. Each instalment constitutes a payment of interest and a partial payment of principal.

Unless settled earlier, on March 15, 2023 each Purchase Contract will automatically settle for subordinate voting shares. Upon settlement of a Purchase Contract, GFL will deliver not more than 2,6316 subordinate voting shares and not less than 2,1933 subordinate voting shares, subject to adjustment, based on the Applicable Market Value of GFL's subordinate voting shares as described below:

- If the Applicable Market Value is greater than the threshold appreciation price, which is US\$22.80, holders will receive 2,1933 subordinate voting shares per Purchase Contract;
- If the Applicable Market Value is less than or equal to the threshold appreciation price but greater than or equal to the reference price, which is US\$19.00, the holder will receive a number of subordinate voting shares per Purchase Contract equal to US\$50.00, divided by the Applicable Market Value; and
- If the Applicable Market Value is less than the reference price, the holder will receive 2,6316 subordinate voting shares per Purchase Contract.

The Applicable Market Value is defined as the arithmetic average of the volume weighted average price per share of GFL's subordinate voting shares over the twenty consecutive trading day period immediately preceding March 15, 2023.

The following table presents GFL's TEUs for the periods indicated:

	<u>December 31, 2021</u>	<u>December 31, 2020</u>
Amortizing Notes	\$ 70.4	\$ 123.4
Purchase Contracts	1,218.1	1,263.7
	<u>1,288.5</u>	<u>1,387.1</u>
Less: Current portion of Amortizing Notes	(56.9)	(59.2)
	<u>\$ 1,231.6</u>	<u>\$ 1,327.9</u>

The minimum number of shares to be issued are included in the calculation of basic net loss per share. The TEUs have a potentially dilutive effect on the calculation of net income per share. See note 15 for additional information regarding the calculation of net loss per share.

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The following table presents GFL's principal future payments on the Amortizing Notes:

2022	\$	56.9
2023		14.9
	\$	<u>71.8</u>

14. INCOME TAXES

The effective income tax rates differ from the amount that would be computed by applying the combined federal and provincial statutory income tax rates to loss before income taxes.

The following table presents GFL's income tax reconciliations for the periods indicated:

	December 31, 2021	December 31, 2020 ⁽¹⁾
Loss before income taxes	\$ (712.8)	\$ (1,355.8)
Income tax recovery at the combined basic federal and provincial tax rate (26.5% in 2021, and 26.5% in 2020)	(188.9)	(359.3)
Decrease (increase) resulting from:		
Permanent differences	72.1	120.0
Variance between combined Canadian tax rate and the tax rate applicable to U.S. earnings	(0.5)	(1.3)
De-recognition (recognition) of deferred income tax assets	4.4	(11.1)
Other	6.9	(1.7)
Income tax recovery	<u>\$ (106.0)</u>	<u>\$ (253.4)</u>

(1) Subsequent to the original issuance of the December 31, 2020 annual consolidated financial statements, GFL determined the mark-to-market loss on Purchase Contracts should not be treated as a temporary difference for deferred income tax purposes. As a result, to correct this immaterial error, deferred income tax liabilities increased by \$107.5 million to \$573.5 million and income tax recovery decreased by \$107.5 million to \$253.4 million for the year ended December 31, 2020.

Deferred income taxes

Deferred income taxes represent the net tax effect of non-capital tax losses and temporary differences between the consolidated financial statement carrying amounts and the tax basis of assets and liabilities.

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The following table presents GFL's deferred income tax assets and liabilities and their changes for the periods indicated:

	Balance, December 31, 2020	Acquisitions via business combinations	Foreign exchange	Recognized in equity	Recognized in net loss	Recognized in other comprehensive loss	Balance, December 31, 2021
Deferred income tax assets							
Non-capital loss carry forwards	\$ 426.8	\$ 0.5	\$ 0.2	\$ —	\$ 19.3	\$ —	\$ 446.8
Landfill closures and post-closure obligations	179.9	(18.3)	(0.7)	—	17.2	—	178.1
Accrued liabilities	10.1	0.7	(1.1)	—	(8.5)	—	1.2
Other	106.0	18.6	(0.1)	2.1	7.6	—	134.2
	<u>722.8</u>	<u>1.5</u>	<u>(1.7)</u>	<u>2.1</u>	<u>35.6</u>	<u>—</u>	<u>760.3</u>
Deferred income tax liabilities							
Property and equipment	671.2	130.7	(2.2)	—	(24.8)	—	774.9
Intangible assets	615.7	158.9	(1.0)	—	(61.9)	—	711.7
Cash flow hedges	9.8	—	—	—	(0.2)	(3.8)	5.8
Other	(0.4)	0.1	(0.5)	—	(7.4)	—	(8.2)
	<u>1,296.3</u>	<u>289.7</u>	<u>(3.7)</u>	<u>—</u>	<u>(94.3)</u>	<u>(3.8)</u>	<u>1,484.2</u>
Net deferred income tax liabilities	\$ 573.5	\$ 288.2	\$ (2.0)	\$ (2.1)	\$ (129.9)	\$ (3.8)	\$ 723.9

Acquisitions via business combinations includes \$75.9 million of measurement period adjustments to adjust previously reported purchase price allocations completed during prior years.

As at December 31, 2021, GFL had income tax losses of approximately \$1,763.3 million (\$1,754.0 million as at December 31, 2020) available to carry forward to reduce future years' taxable income. If not utilized, these losses will begin to expire in 2025 and fully expire in 2041.

	Balance, December 31, 2019	Acquisitions via business combinations ⁽¹⁾	Foreign exchange	Recognized in equity	Recognized in net loss	Recognized in other comprehensive loss	Balance, December 31, 2020
Deferred tax assets							
Non-capital loss carry forwards	\$ 216.3	\$ 68.4	\$ (1.5)	\$ —	\$ 143.6	\$ —	\$ 426.8
Landfill closures and post-closure obligations	55.0	64.2	(0.7)	—	61.4	—	179.9
Accrued liabilities	2.5	6.1	—	—	1.5	—	10.1
Other	50.8	—	(0.4)	22.3	33.3	—	106.0
	<u>324.6</u>	<u>138.7</u>	<u>(2.6)</u>	<u>22.3</u>	<u>239.8</u>	<u>—</u>	<u>722.8</u>
Deferred tax liabilities							
Property and equipment	383.4	212.1	(2.2)	—	77.9	—	671.2
Intangible assets	663.4	41.1	(4.2)	—	(84.6)	—	615.7
Cash flow hedges	14.9	—	—	—	—	(5.1)	9.8
Other	(3.3)	8.9	2.2	—	(8.2)	—	(0.4)
	<u>1,058.4</u>	<u>262.1</u>	<u>(4.2)</u>	<u>—</u>	<u>(14.9)</u>	<u>(5.1)</u>	<u>1,296.3</u>
Net deferred income tax liabilities	\$ 733.8	\$ 123.4	\$ (1.6)	\$ (22.3)	\$ (254.7)	\$ (5.1)	\$ 573.5

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15. LOSS PER SHARE

The following table presents GFL's loss per share for the periods indicated:

	December 31, 2021	December 31, 2020 ⁽¹⁾
Net loss	\$ (606.8)	\$ (1,102.4)
Less: amounts attributable to preferred shareholders	53.6	13.7
Adjusted net loss	\$ (660.4)	\$ (1,116.1)
Weighted and diluted weighted average number of shares outstanding	361,566,007	360,383,291
Basic and diluted loss per share	\$ (1.83)	\$ (3.10)

(1) Subsequent to the original issuance of the December 31, 2020 annual consolidated financial statements, GFL determined the mark-to-market loss on Purchase Contracts should not be treated as a temporary difference for deferred income tax purposes. As a result, to correct this immaterial error, deferred income tax liabilities increased by \$107.5 million to \$573.5 million and income tax recovery decreased by \$107.5 million to \$253.4 million for the year ended December 31, 2020.

Basic and diluted loss per share includes the minimum conversion of TEUs into subordinate voting shares, which as at December 31, 2021, represented 25,658,711 subordinate voting shares (33,991,500 subordinate voting shares as at December 31, 2020). Diluted loss per share excludes the effects of time-based share options, RSUs, Preferred Shares (defined below), and any amount of subordinate voting shares arising from the conversion of TEUs in excess of the minimum conversion, as the effect would be anti-dilutive.

16. SALES AND OPERATING REVENUE

The following table presents GFL's revenue disaggregated by service type for the periods indicated.

	December 31, 2021	December 31, 2020 ⁽¹⁾
Residential	\$ 1,243.9	\$ 1,067.8
Commercial/industrial	1,869.7	1,350.1
Total collection	3,113.6	2,417.9
Landfill	677.4	348.4
Transfer	590.2	426.7
Material Recovery	358.8	263.3
Other	258.1	222.0
Solid waste	4,998.1	3,678.3
Infrastructure and soil remediation	529.5	538.2
Liquid waste	679.7	457.3
Intercompany revenue	(681.8)	(477.6)
Revenue	\$ 5,525.5	\$ 4,196.2

(1) Includes reclassification to decrease Other revenue by \$4.6 million and increase Infrastructure and soil remediation revenue by \$3.1 million and Liquid waste revenue by \$1.5 million. There was no change in total revenue. Refer to Note 2 for additional details.

17. SEGMENT REPORTING

GFL's main lines of business are the transporting, managing, and recycling of solid and liquid waste and infrastructure and soil remediation services. GFL is divided into operating segments corresponding to the following lines of business: Solid waste, which includes hauling, landfill, transfer and MRFs; Infrastructure and soil remediation; and Liquid waste. Inter-segment transfers are made at market prices.

The operating segments are presented in accordance with the same criteria used for the internal report prepared for the chief operating decision-maker ("CODM") who is responsible for allocating the resources and assessing the performance of the operating segments. The CODM assesses the performance of the segments on several factors, including gross revenue, intercompany revenue, revenue and adjusted EBITDA. GFL's CODM is the Chief Executive Officer.

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The Solid waste segment follows a national internal reporting structure, and each country is considered a separate operating segment by the CODM.

The following tables present GFL's revenue and Adjusted EBITDA by operating segment for the periods indicated. Gross revenue is calculated based on revenue before intercompany revenue eliminations.

	Year ended December 31, 2021			
	Gross Revenue	Intercompany Revenue	Revenue	Adjusted EBITDA
Solid waste				
Canada	\$ 1,610.5	\$ (199.6)	\$ 1,410.9	\$ 411.5
USA	3,387.6	(394.9)	2,992.7	948.6
Solid waste	4,998.1	(594.5)	4,403.6	1,360.1
Infrastructure and soil remediation	529.5	(10.0)	519.5	92.2
Liquid waste	679.7	(77.3)	602.4	147.5
Corporate	—	—	—	(136.1)
	<u>\$ 6,207.3</u>	<u>\$ (681.8)</u>	<u>\$ 5,525.5</u>	<u>\$ 1,463.7</u>

	Year ended December 31, 2020			
	Gross Revenue	Intercompany Revenue	Revenue ⁽¹⁾	Adjusted EBITDA ⁽²⁾
Solid waste				
Canada	\$ 1,416.3	\$ (187.0)	\$ 1,229.3	\$ 338.2
USA	2,262.0	(236.2)	2,025.8	639.2
Solid waste	3,678.3	(423.2)	3,255.1	977.4
Infrastructure and soil remediation	538.2	(10.9)	527.3	91.6
Liquid waste	457.3	(43.5)	413.8	97.9
Corporate	—	—	—	(90.2)
	<u>\$ 4,673.8</u>	<u>\$ (477.6)</u>	<u>\$ 4,196.2</u>	<u>\$ 1,076.7</u>

Refer to Note 2 for additional details on the reclassifications outlined below.

(1) Includes reclassification of \$1.5 million from Solid waste - Canada into Liquid waste.

(2) Includes reclassification of \$0.4 million from Solid waste - Canada into Liquid waste.

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The following table presents GFL's reconciliation of Adjusted EBITDA to net loss for the periods indicated:

	December 31, 2021	December 31, 2020
Adjusted EBITDA	\$ 1,463.7	\$ 1,076.7
Less:		
Depreciation and amortization	931.8	810.6
Amortization of intangible assets	461.2	427.0
Interest and other finance costs	434.1	597.6
Loss (gain) on foreign exchange	16.2	(37.3)
Loss on sale of property and equipment	1.9	4.6
Mark-to-market loss on fuel hedges	—	1.8
Mark-to-market loss on Purchase Contracts	349.6	449.2
Share-based payments	45.7	37.9
Gain on divestiture	(153.3)	—
Impairment and other charges	—	21.4
Transaction costs	64.2	60.1
IPO transaction costs	—	46.2
Acquisition, rebranding and other integration costs	25.1	11.4
Deferred purchase consideration	—	2.0
Income tax recovery	(106.0)	(253.4)
Net loss	<u>\$ (606.8)</u>	<u>\$ (1,102.4)</u>

Geographical information

Revenue from external customers and non-current assets can be analyzed according to the following geographic areas:

	Revenue		Non-current assets	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
Canada	\$ 2,350.7	\$ 1,996.1	\$ 6,145.4	\$ 4,917.2
USA	3,174.8	2,200.1	10,732.6	9,784.6
	<u>\$ 5,525.5</u>	<u>\$ 4,196.2</u>	<u>\$ 16,878.0</u>	<u>\$ 14,701.8</u>

Goodwill and indefinite life intangible assets by operating segment

The carrying amount of goodwill and indefinite life intangible assets allocated to the operating segments for impairment testing purposes is as follows:

	December 31, 2021	December 31, 2020
Solid waste		
Canada	\$ 1,934.7	\$ 1,734.4
USA	5,328.8	4,738.0
Infrastructure and soil remediation	248.5	240.0
Liquid waste	801.0	429.4
	<u>\$ 8,313.0</u>	<u>\$ 7,141.8</u>

18. SHAREHOLDER'S CAPITAL

a) Authorized capital

GFL's authorized share capital consists of (i) an unlimited number of subordinate voting shares, (ii) an unlimited number of multiple voting shares, (iii) an unlimited number of preferred shares, issuable in series, (iv) 28,571,428 Series A perpetual convertible preferred shares and (v) 8,196,721 Series B perpetual convertible preferred shares.

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Subordinate and multiple voting shares

The rights of the holders of the subordinate voting shares and the multiple voting shares are substantially identical, except for voting and conversion. The holders of outstanding subordinate voting shares are entitled to one vote per subordinate voting share and the holders of multiple voting shares are entitled to ten votes per multiple voting share. The subordinate voting shares are not convertible into any other classes of shares. Each outstanding multiple voting share may at any time, at the option of the holder, be converted into one subordinate voting share.

In addition, all multiple voting shares will convert automatically into subordinate voting shares at such time that is the earlier of the following: (i) Patrick Dovigi and/or his affiliates no longer beneficially own, directly or indirectly, at least 2.0% of the aggregate of the issued and outstanding subordinate voting shares and multiple voting shares; (ii) Patrick Dovigi is no longer serving as a director or in a senior management position at GFL; or (iii) the twentieth anniversary of the closing of the IPO.

The subordinate voting shares and multiple voting shares rank *pari passu* with respect to the payment of dividends, return of capital and distribution of assets in the event of liquidation, dissolution or winding up of GFL.

Preferred shares

The preferred shares are issuable at any time and from time to time in series. Each series of preferred shares shall consist of such number of preferred shares and having such rights, privileges, restrictions and conditions as determined by the Board of Directors prior to the issuance thereof.

On October 1, 2020, GFL issued 28,571,428 of Series A perpetual convertible preferred shares (the "Series A Preferred Shares") to funds managed by HPS Investment Partners, LLC ("HPS"), at an issuance price of US\$21.00 per share for gross proceeds of US\$600 million. On December 17, 2021, GFL issued 8,196,721 Series B perpetual convertible preferred shares (the "Series B Preferred Shares") to HPS, at an issuance price of US\$36.60 per share for gross proceeds of US\$300 million. The Series A Preferred Shares and Series B Preferred Shares are collectively referred to as the "Preferred Shares". As at December 31, 2021, (a) the Series A Preferred Shares are convertible into 25,969,285 subordinate voting shares, at a conversion price of US\$25.20, representing 7.2% of the issued and outstanding subordinate voting shares and 5.4% of the aggregate outstanding voting rights, and (b) the Series B Preferred Shares are convertible into 6,846,539 subordinate voting shares, at a conversion price of US\$43.92, representing 1.9% of the issued and outstanding subordinate voting shares and 1.4% of the aggregate outstanding voting rights. The holders of the Preferred Shares are entitled to vote on an as-converted basis on all matters on which holders of subordinate voting shares and multiple voting shares vote, and to the greatest extent possible, will vote with the holders of subordinate voting shares and multiple voting shares as a single class. Each holder of Preferred Shares shall be deemed to hold, for the sole purpose of voting at any meeting of shareholders of GFL at which such holder is entitled to vote, the number of Preferred Shares equal to the number of subordinate voting shares into which such holder's registered Preferred Shares are convertible as of the record date for the determination of shareholders entitled to vote at such shareholders meeting. The liquidation preference of the Series A Preferred Shares and Series B Preferred Shares accrete at a rate of 7.000% and 6.000% per annum, respectively, compounded quarterly. From and after the fourth anniversary of the issuance of the Preferred Shares, GFL will have the option each quarter to redeem a number of Preferred Shares in an amount equal to the increase in the liquidation preference for the quarter. This optional redemption amount can be satisfied in either cash or subordinate voting shares at the election of GFL. If GFL elects to pay the optional redemption amount for a particular quarter in cash, the accretion rate for that quarter for the Series A Preferred Shares and Series B Preferred Shares will be 6.000% and 5.000% per annum, respectively. The Preferred Shares are subject to transfer restrictions, but can be converted into subordinate voting shares by the holder at any time. GFL may also require the conversion or redemption of the Preferred Shares at an earlier date in certain circumstances.

Amalgamation

Effective March 5, 2020, immediately prior to the completion of the IPO, GFL amalgamated with Holdings. In connection with the amalgamation, all of the issued and outstanding shares of Holdings were exchanged for subordinate voting shares and multiple voting shares of GFL at an exchange ratio of 20.363259-for-one, other than the Class F shares of Holdings which were converted to multiple voting shares on an exchange ratio of 26.343032-for-one.

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Share issuances and cancellations

The following table presents GFL's share capital for the periods indicated:

	Subordinate voting shares	Multiple voting shares	Preferred shares	Total
Balance, December 31, 2020	314,300,421	12,062,964	28,571,428	354,934,813
Issued as partial consideration for acquisitions	876,419	—	—	876,419
Issued and fully paid during the year	—	—	8,196,721	8,196,721
Issued on exercise of share options	2,300,000	—	—	2,300,000
Issued on exercise and settlement of RSUs	442,150	—	—	442,150
Issued on TEU conversion	8,337,004	—	—	8,337,004
Cancelled during the year	(26,041)	—	—	(26,041)
Balance, December 31, 2021	<u>326,229,953</u>	<u>12,062,964</u>	<u>36,768,149</u>	<u>375,061,066</u>

b) Share options, RSUs and DSUs

Holdings established a stock option plan dated May 31, 2018, as amended on November 14, 2018 (the "Legacy Stock Option Plan"). In connection with the IPO, 159,468,329 options issued and outstanding under the Legacy Stock Option Plan (before exchange ratio restatement) with an exercise price of \$1.00 (both of which are on a pre-converted basis) vested in accordance with the terms of the Legacy Stock Option Plan. After giving effect to the IPO, the options were exercised on a net basis, less applicable withholding taxes, into 3,203,925 subordinate voting shares (the "Legacy Option Shares"). At completion of the IPO, there were no options outstanding under the Legacy Stock Option Plan and such plan was terminated.

Unless otherwise determined by the Board of Directors, the Legacy Option Shares will be held by a trustee in trust or in escrow on behalf of the legacy option holders. One-third of the Legacy Option Shares will vest and be released from escrow on each of the first three anniversaries of the IPO. Unless otherwise determined by the Board of Directors, if prior to the third anniversary of the IPO a legacy option holder's employment with GFL is terminated without cause, such legacy option holder's Legacy Option Shares held in trust at such time will continue to vest. Unless otherwise determined by the Board of Directors, if a legacy option holder's employment is otherwise terminated prior to the third anniversary of the closing of the IPO, the legacy option holder's Legacy Option Shares held in trust at such time will be cancelled for no consideration.

In connection with the IPO, the Board of Directors adopted the LTIP which allows GFL to grant long-term equity-based incentives, including options, PSUs and RSUs, to eligible participants. Each award represents the right to receive subordinate voting shares, or in the case of PSUs and RSUs, subordinate voting shares and/or cash, in accordance with the terms of the LTIP. The director deferred share unit plan (the "DSU Plan") was adopted by the Board of Directors, to provide non-employee directors the opportunity to receive a portion of their compensation in the form of DSUs. Each DSU represents a unit equivalent in value to a subordinate voting share based on the closing price of the subordinate voting shares on the day prior to the grant.

The maximum number of subordinate voting shares reserved for issuance under the LTIP, the DSU Plan, and any other security-based compensation arrangement in any one-year period is 10% of the total issued and outstanding subordinate voting shares and multiple voting shares in the capital which as at December 31, 2021, would equate to 33,829,292 subordinate voting shares in the capital of GFL.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Share options

Changes in the number of share options held by officers and employees with their average exercise price per option are summarized below:

	Options	Weighted average exercise price (US\$)
Share options outstanding, December 31, 2020	19,643,184	\$ 28.05
Granted	9,676,000	33.00
Exercised	(2,300,000)	19.93
Cancelled	(2,905,063)	19.93
Share options outstanding, December 31, 2021	24,114,121	\$ 31.79
Vested share options, December 31, 2021	2,553,994	\$ 22.22

For the year ended December 31, 2021, there were no share options expired or forfeited.

On June 29, 2021, 9,676,000 options were granted to named executive officers. The options vest on the later of June 5, 2024 or March 5, 2025 depending on the option holder, and subject to the satisfaction of certain market conditions. The options have two tranches with differing market conditions as follows: (i) 4,838,000 options vest if the trading price of a subordinate voting share achieves a volume weighted average price of US\$50.00 for 20 consecutive days, and (ii) 4,838,000 options vest if the trading price of a subordinate voting share achieves a volume weighted average price of US\$60.00 for 20 consecutive days. The options will expire on June 29, 2031. The total grant date fair value of the issued options is US\$38.7 million. The weighted-average assumptions used in the Monte Carlo simulation to determine the total fair value of the issued options on the grant date are as follows:

Grant date share price (USD per option)	\$ 31.98
Exercise price (USD per option)	\$ 33.00
Expected volatility (%)	25.00 %
Expected dividend yield (%)	0.14 %
Expected life (years)	6.5
Risk-free interest rate (%)	1.18 %

Expected volatility was calculated based upon the historical average volatility of comparable public companies. The fair value of the options is recognized as compensation expense over the vesting period.

For the year ended December 31, 2021, the total compensation expense related to share options amounted to \$18.7 million (\$30.5 million for the year ended December 31, 2020).

RSUs and DSUs

For the year ended December 31, 2021, 759,393 RSUs were granted to eligible participants under GFL's LTIP.

The fair value of the RSUs granted for the year ended December 31, 2021 was based on the closing price of the subordinate voting shares on the day prior to the grant date. For the year ended December 31, 2021, the total compensation expense related to RSUs amounted to \$26.2 million (\$6.9 million for the year ended December 31, 2020).

For the year ended December 31, 2021, 20,206 DSUs were granted to non-employee directors for compensation under the director DSU Plan. For the year ended December 31, 2021, the total compensation expense related to DSUs amounted to \$0.8 million (\$0.5 million for the year ended December 31, 2020).

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

The following table presents GFL's summary of the RSUs and DSUs granted under the LTIP and DSU Plan for the periods indicated:

	RSUs	Grant date fair value (US\$)	DSUs	Grant date fair value (US\$)
Outstanding, December 31, 2020	1,522,659	\$ 19.95	18,248	\$ 19.92
Granted	759,393	35.80	20,206	33.16
Settled	(441,730)	19.00	(5,918)	22.04
Forfeited	(103,652)	22.42	—	—
Outstanding, December 31, 2021	1,736,670	26.77	32,536	27.76
Expected to vest	1,672,642	\$ 26.82	32,536	\$ 27.76

For the year ended December 31, 2021, there were no RSUs or DSUs cancelled

19. SUPPLEMENTAL CASH FLOW INFORMATION

The following table presents net change in non-cash working capital of GFL for the periods indicated:

	December 31, 2021	December 31, 2020
Effects of changes in		
Accounts payable and accrued liabilities	\$ 114.3	\$ 83.4
Trade and other receivables, net	(138.0)	(61.8)
Prepaid expenses and other assets	(22.4)	(0.5)
Changes in non-cash working capital items, excluding investment in acquisition related net working capital items	(46.1)	21.1
Investment in acquisition related net working capital items	(41.0)	(15.9)
Total changes in non-cash working capital items	\$ (87.1)	\$ 5.2

20. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

GFL's financial instruments consist of cash, trade accounts receivable, trade accounts payable, long-term debt, including related hedging instruments, and TEUs.

Fair value measurement

The carrying value of GFL's financial assets are equal to their fair values. The carrying value of GFL's financial liabilities approximate their fair values with the exception of GFL's outstanding U.S. dollar secured and unsecured notes (the "Notes") and Amortizing Notes. The fair value hierarchy for these instruments are as follows for the periods indicated:

	December 31, 2021				
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Notes	\$ 5,764.0	\$ 5,808.3	\$ —	\$ 5,808.3	\$ —
Amortizing Notes	70.4	70.4	70.4	—	—

	December 31, 2020				
	Carrying Value	Fair Value	Level 1	Level 2	Level 3
Notes	\$ 4,272.6	\$ 4,454.3	\$ —	\$ 4,454.3	\$ —
Amortizing Notes	123.4	126.8	—	126.8	—

GFL uses a discounted cash flow model incorporating observable market data, such as foreign currency forward rates, to estimate the fair value of its notes. Certain leases, equipment loans and other, and amounts due to related parties do not bear interest or bear interest at an amount that is not stated at fair value.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Purchase Contracts and net derivative instruments, which are recorded at fair value, are classified within Level 1 and Level 2, respectively.

Financial risk management objectives

As a result of holding and issuing financial instruments, GFL is exposed to liquidity, credit and market risks. The following provides a description of these risks and how GFL manages these exposures.

Credit risk

Credit risk is the risk of loss associated with a counterparty's inability to fulfill its payment obligations. GFL's principal financial assets that expose it to credit risk are accounts receivable.

GFL uses historical trends of default, the timing of recoveries and the amount of loss incurred, adjusted for management's judgement as to whether current economic and credit conditions are such that the actual losses are likely to be greater or less than suggested by historical trends. GFL considers the following as constituting an event of default for internal credit risk management purposes as historical experience indicates that accounts receivable that meet either of the following criteria are generally not recoverable:

- the customer is insolvent, or
- GFL's relationship with the customer has been severed, and/or
- the customer's receivable has aged beyond a reasonable period.

GFL provides credit to its customers in the normal course of its operations. The amounts disclosed in the statement of financial position represent the maximum credit risk and are net of allowance for doubtful accounts, based on management's estimates taking into account GFL's prior experience and its assessment of the current economic environment.

The following is a breakdown of the trade receivables aging. It does not include holdbacks or unbilled revenue as they are made up of amounts to be received at the end of specific long term contracts.

	December 31, 2021	December 31, 2020
0-60 days	\$ 708.6	\$ 543.8
61-90 days	59.8	47.3
91+ days	96.9	77.7
	<u>\$ 865.3</u>	<u>\$ 668.8</u>

In determining the recoverability of trade and other receivables, GFL considers any change in the credit quality of the trade receivable from the date credit was initially granted up to the end of the reporting period.

Liquidity risk

GFL monitors and manages its liquidity to ensure that it has access to sufficient funds to meet its liabilities when due. Management of GFL believes that future cash flows from operations and the availability of credit under existing bank arrangements is adequate to support GFL's financial liquidity needs for its ongoing operations.

Under the Revolving Credit Agreement, GFL has access to \$905.0 million of revolving credit facilities (available in Canadian and US dollars) and an aggregate of US\$75.0 million of revolving credit facilities (available in US dollars).

GFL has financial liabilities with varying contractual maturity dates. With the exception of long-term debt and lease obligations, all of GFL's significant financial liabilities mature in less than one year.

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial liability will fluctuate because of changes in market interest rates. GFL enters into both fixed and floating rate debt, including equipment loans and also leases certain assets with fixed rates.

GFL's risk management objective is to minimize the potential for changes in interest rates to cause adverse changes in cash flows to GFL. The ratio of fixed to floating rate obligations outstanding is designed to maintain flexibility in GFL's capital structure to adjust to prevailing market conditions. GFL also manages interest rate risk through hedging instruments, as discussed further below as part of foreign currency risk.

At December 31, 2021, GFL had a ratio of fixed to floating rate obligations of approximately 72.9% fixed and 27.1% floating (as at December 31, 2020 70.2% fixed and 29.8% floating).

A 1% change in the interest rate on floating rate obligations would have resulted in a change in the interest expense for the year ended December 31, 2021 of approximately \$21.5 million based on the balances outstanding as at December 31, 2021 (approximately \$18.2 million for the year ended December 31, 2020).

Foreign currency risk

GFL is exposed to foreign currency risk relating to its operating and financing activities and partially mitigates such risk using certain cross-currency interest rate swaps. A \$0.01 change in the U.S. dollar to Canadian dollar exchange rate would impact our annual revenue and earnings for year ended December 31, 2021, by approximately \$25.3 million, and \$7.5 million, respectively (for the year ended December 31, 2020, \$16.4 million and \$4.9 million respectively). GFL's swapped instruments included the following:

Underlying Items	Notional Amount (\$US)	Fixed/Variable Interest Rate Paid	Fixed/Variable Interest Rate Received	Fixed Foreign Exchange Rate Paid	Effective Date	Expiration
Term Loan	399.4	3-Month CDOR + 3.174 %	3-Month LIBOR + 2.750 %	1.2976	May 31, 2018	May 30, 2025
4.250% 2025 Secured Notes	500.0	4.805 %	4.250 %	1.4198	April 29, 2020	June 1, 2025
5.125% 2026 Secured Notes	500.0	5.725 %	5.125 %	1.3245	December 16, 2019	December 15, 2026
8.500% 2027 Notes	48.0	8.399 %	8.500 %	1.3355	April 23, 2019	May 1, 2027
8.500% 2027 Notes	300.0	8.419 %	8.500 %	1.3355	April 23, 2019	May 1, 2027
8.500% 2027 Notes	348.0	8.500 %	8.828 %	1.2026	June 8, 2021	May 1, 2027
4.000% 2028 Notes	500.0	4.524 %	4.000 %	1.3112	November 23, 2020	August 1, 2028
4.750% 2029 Notes	350.0	5.317 %	4.750 %	1.2026	June 8, 2021	June 8, 2029

The effective cross-currency swaps eliminate the impact of changes in the value of the U.S. dollar between the date of issuance of the Notes and their respective maturity dates.

The cross-currency interest rate swap associated with the 8.500% 2027 Notes continued to be in place after the redemption of the notes. As a result of the redemption, GFL discontinued the use of hedge accounting. GFL entered into an offset swap to receive and pay interest semi-annually at 8.828% on US\$348.0 million in order to hedge this exposure.

In addition, GFL has exposure to foreign currency risk on its Term Loan B Facility. GFL manages a portion of this exposure with cash flow from its US operations as well as through US\$450.0 million in cross-currency swaps to hedge the impact of changes in the value of the U.S. dollar between the date of issuance and the Term Loan B Facility maturity date of May 31, 2025, as adjusted for the mandatory repayments required under the Term Loan B Facility. At maturity, GFL will have paid a total of \$500.8 million in exchange for US\$386.0 million.

These cross-currency swaps have been designated at inception and accounted for as cash flow hedges. A gain, net of tax, in the fair value of derivatives designated as cash flow hedges in the amount of \$1.3 million has been recorded in other comprehensive loss for the year ended December 31, 2021 (gain, net of tax in the amount of \$1.8 million for the year ended December 31, 2020).

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

Commodity risk

GFL entered into a series of swap contracts to partially hedge our exposure of diesel fuel purchases in Canada and certain areas in the U.S. The fair value of the agreements represented an asset of approximately \$5.4 million as at December 31, 2021 which is included in our net derivative instruments (\$3.7 million as at December 31, 2020). GFL recognized an expense for changes in the fair value of the fuel contracts within its consolidated statements of operations of \$nil for the year ended December 31, 2021 (\$1.8 million for the year ended December 31, 2020).

GFL markets a variety of recyclable materials, including cardboard, mixed paper, plastic containers, glass bottles and ferrous and aluminum metals. GFL owns and operates recycling operations and sells other collected recyclable materials to third parties for processing before resale. To reduce GFL's exposure to commodity price risk with respect to recycled materials, it has adopted a pricing strategy of charging collection and processing fees for recycling volume collected from third parties. In the event of a change in recycled commodity prices, a 10% change in average recycled commodity prices from the average prices that were in effect would have had a \$14.7 million and \$6.7 million impact on revenues for the year ended December 31, 2021 and December 31, 2020, respectively.

Capital management

GFL defines capital that it manages as the aggregate of its shareholders' equity and long-term debt net of cash.

GFL makes adjustments to its capital based on the funds available to GFL in order to support the ongoing operations of the business and in order to ensure that the entities in GFL will be able to continue as going concerns, while maximizing the return to stakeholders through the optimization of the debt and equity balances.

GFL manages its capital structure, and makes adjustments to it in light of changes in economic conditions. In order to maintain or modify the capital structure, GFL may arrange new debt with existing or new lenders, or obtain additional financing through other means.

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the size of GFL, is reasonable. There were no changes in GFL's approach to capital management during the year ended December 31, 2021, and year ended December 31, 2020.

21. COMMITMENTS

a) Letters of credits

As at December 31, 2021, GFL had letters of credit totaling approximately \$199.5 million outstanding (\$133.8 million as at December 31, 2020), which are not recognized in the Annual Financial Statements. Interest expense in connection with these letters of credit was \$3.9 million for the year ended December 31, 2021 (\$3.8 million for the year ended December 31, 2020).

b) Performance bonds

As at December 31, 2021, GFL had issued performance bonds totaling \$1,748.1 million (\$1,697.4 million as at December 31, 2020).

22. RELATED PARTY TRANSACTIONS

Included in due to related party is a non-interest bearing unsecured promissory note payable to Josaud Holdings Inc., an entity controlled by Patrick Dovigi. The note matures on January 1, 2023 and is payable in equal semi-annual instalments of \$3.5 million. The remaining principal outstanding on the note payable was \$10.5 million as at December 31, 2021 (\$17.5 million as at December 31, 2020).

Also included in due to related party is an interest bearing unsecured promissory note issued on March 5, 2020 payable to Sejosa Holdings Inc., an entity controlled by Patrick Dovigi. The note matures on March 5, 2025, is payable in equal semi-annual instalments of \$2.9 million and bears interest at market rate. The remaining principal outstanding on the note payable was \$20.3 million as at December 31, 2021 (\$26.1 million as at December 31, 2020).

GFL Environmental Inc. - Notes to the Consolidated Financial Statements
(In millions of dollars except per share amounts or otherwise stated)

These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

On February 1, 2020, in connection with his resignation as an officer of GFL, the Company issued a director a separation payment of 73,947 subordinate voting shares issued at the IPO price of US\$19.00.

From time to time, GFL has entered into leases with entities controlled by affiliates of Patrick Dovigi, as well as entities controlled by another director of GFL (the "Related Parties"). At this time, GFL leases four properties from the Related Parties. These leases are on arm's length and commercially reasonable terms, and have been supported by rental rate comparisons prepared by third parties. None of the leased premises are material to the operations of GFL. For the year ended December 31, 2021, GFL paid \$3.9 million (\$2.7 million for the year ended December 31, 2020) in aggregate lease payments to the Related Parties.

Compensation of key management personnel

The remuneration of key management personnel consisted of salaries, short-term benefits and share based payments. During the year ended December 31, 2021 total salaries and short-term benefits and share based payments to key management personnel was \$34.2 million (\$41.8 million for the year ended December 31, 2020).

23. EXPENSES BY NATURE

The following table presents GFL's expenses by nature for the periods indicated:

	December 31, 2021	December 31, 2020 ⁽¹⁾
Employee benefits	\$ 1,678.6	\$ 1,308.1
Transfer and disposal costs	1,235.7	1,002.0
Interest and other finance costs	434.1	597.6
Depreciation of property and equipment	931.8	810.6
Amortization of intangible assets	461.2	427.0
Other expense	559.4	402.2
Transaction costs	64.2	60.1
IPO transaction costs	—	46.2
Acquisition, rebranding and other integration costs	25.1	11.4
Maintenance and repairs	357.5	261.2
Fuel costs	230.6	147.8
Loss (gain) on foreign exchange	16.2	(37.3)
Share-based payments	45.7	37.9
Loss on sale of property and equipment	1.9	4.6
Gain on divestiture	(153.3)	—
Mark-to-market loss on Purchase Contracts	349.6	449.2
Impairment and other charges	—	21.4
Deferred purchase consideration	—	2.0
Total expenses by nature	\$ 6,238.3	\$ 5,552.0

(1) Includes reclassification of \$5.9 million from Other expense and \$11.2 million from Fuel costs into Maintenance and repairs. There was no change in total expense by nature.

6.3 Notice of Good Standing and Certificates of Incorporation

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WASTE CORPORATION OF TEXAS, L.P." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2000, AT 1 O`CLOCK P.M.

CERTIFICATE OF CONVERSION, FILED THE TWENTY-FIFTH DAY OF APRIL, A.D. 2002, AT 5 O`CLOCK P.M.

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE TWENTY-FIFTH DAY OF APRIL, A.D. 2002, AT 5 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWELFTH DAY OF JUNE, A.D. 2003, AT 8 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE NINETEENTH DAY OF AUGUST, A.D. 2010, AT 10:08 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE



3291265 8100H
SR# 20165107480

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 202732140
Date: 07-27-16

Delaware

Page 2

The First State

*AFORESAID LIMITED PARTNERSHIP, "WASTE CORPORATION OF TEXAS,
L.P."*




Jeffrey W. Bullock, Secretary of State

3291265 8100H
SR# 20165107480

Authentication: 202732140
Date: 07-27-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF INCORPORATION
OF
WASTE CORPORATION OF TEXAS, INC.**

FIRST: The name of the corporation is Waste Corporation of Texas, Inc.

SECOND: The address of the registered office of the corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of the registered agent of the corporation at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the corporation is to engage in any lawful business, act or activity for which corporations may be organized under the General Corporation law of the State of Delaware. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatsoever.

FOURTH: The aggregate number of shares of all classes which the corporation shall have authority to issue is 10,000 shares of common stock having a par value of \$0.01 per share.

FIFTH: No holder of shares of stock of the corporation shall have a preemptive right to purchase or subscribe for and receive any shares of any class, or series thereof, of stock of the corporation, whether now or hereafter authorized, or any warrants, option, bonds, debentures or other securities convertible into, exchangeable for or carrying any right to purchase any shares of any class, or series thereof, of stock.

SIXTH: No stockholders of the corporation shall have the right and power to cumulate votes attributable to their shares for the election of directors.

SEVENTH: Election of directors need not be by written ballot, except and to the extent provided in the bylaws of the corporation.

EIGHTH: The incorporator of the corporation is Dianne Younger. The mailing address of the incorporator c/o Mayor, Day, Caldwell & Keeton, L.L.P., 700 Louisiana, Suite 1900, Houston, Texas 77002.

NINTH: The name and mailing address of the persons are to serve as the initial directors of the corporation until the first annual meeting of stockholders or until their successors are elected and qualified are as follows:

Name	Mailing Address
Tom J. Fatjo, Jr.	One Riverway, Suite 1400 Houston, Texas 77056
Jerome M. Kruszka	One Riverway, Suite 1400 Houston, Texas 77056

Tom J. Fatjo, III

One Riverway, Suite 1400
Houston, Texas 77056

The number of directors of the corporation shall be fixed as specified or provided for in the bylaws of the corporation.

TENTH: Except as otherwise provided by statute, any action that might have been taken at a meeting of stockholders by a vote of the stockholders may be taken with the written consent of stockholders owning (and by such written consent, voting) in the aggregate not less than the minimum percentage of the total number of shares that by statute, this Certificate of Incorporation, the bylaws of the corporation or an agreement of all of the stockholders are required to be voted with respect to such proposed corporate action; provided, however, that the written consent of a stockholder who would not have been entitled to vote upon the action if a meeting were held shall not be counted; and further provided, that prompt notice shall be given to all stockholders of the taking of such corporate action without a meeting if less than unanimous written consent of all stockholders who have been entitled to vote on the action if a meeting were held is obtained.

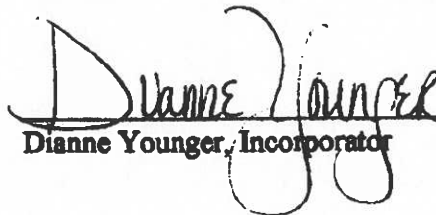
ELEVENTH: In furtherance of, and not in limitation of, the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation or adopt new bylaws, without any action on the part of the stockholders; provided, however, that no such adoption, amendment, or repeal shall be valid with respect to bylaw provisions which have been adopted, amended, or repealed by the stockholders; and further provided, that bylaws adopted or amended by the Directors and any powers thereby conferred may be amended, altered, or repealed by the stockholders.

TWELFTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them, and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholders thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors; and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

THIRTEENTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for such liability as is expressly not subject to limitation under the Delaware General Corporation Law, as the same exists or may hereafter be amended to further limit or eliminate such liability. Moreover, the corporation shall, to the fullest extent permitted by law, indemnify any and all officers and directors of the corporation, and may, to the fullest extent permitted by law or to such lesser extent as is determined in the discretion of the Board of Directors, indemnify any and all other persons whom it shall have power to indemnify, from and against all expenses, liabilities or other matters arising out of their status as such or their acts, omissions or services rendered in such capacities. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

FOURTEENTH: The corporation shall have the right, subject to any express provisions or restrictions contained in the Certificate of Incorporation, bylaws of the corporation or written agreement of all of the stockholders of the corporation, from time to time, to amend the Certificate of Incorporation or any provisions thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the corporation by the Certificate of Incorporation or any amendment thereof are conferred subject to such right.

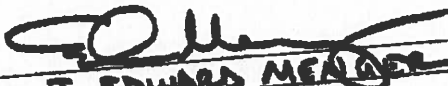
IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 21st day of SEPTEMBER 2000


Dianne Younger, Incorporator

**Certificate Of Conversion
From A Corporation
To A Limited Partnership
Pursuant To Section 17-217 Of
The Delaware Revised Uniform Limited Liability Partnership Act
And
Section 266 Of The Delaware General Corporation Law**

1. The date on which the corporation was first formed is September 21, 2000.
 2. The jurisdiction where the corporation was first formed is Delaware.
 3. The name of the corporation immediately prior to the filing of this Certificate is Waste Corporation of Texas, Inc.
 4. The name of the limited partnership as set forth in its Certificate of Limited Partnership filed in accordance with Section 17-217(b) is Waste Corporation of Texas, L.P.
- Date: April 1, 2002.

WASTE CORPORATION OF TEXAS, INC.

By: 
Name: J. EDWARDS MENAGER
Title: VICE PRESIDENT

**CERTIFICATE OF
LIMITED PARTNERSHIP
OF
WASTE CORPORATION OF TEXAS, L.P.**

This Certificate of Limited Partnership of Waste Corporation of Texas, L.P. (the "Partnership") is being executed by the undersigned for the purpose of forming a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act.


1. The name of the Partnership is: Waste Corporation of Texas, L.P.
2. The address of the Registered Office of the Partnership in Delaware is 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The Partnership's Registered Agent at that address is The Corporation Trust Company.

3. The name and business address of the General Partner is:

WCA Texas Management General, Inc.
One Riverway, Suite 1400
Houston, Texas 77056

In Witness Whereof, the undersigned, constituting the General Partner of the Partnership, has caused this Certificate of Limited Partnership to be duly executed as of the 15 day of April, 2002.

WCA TEXAS MANAGEMENT GENERAL, INC.

By: 
Name: J. EDWARD MENARD
Title: VICE PRESIDENT

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

WASTE CORPORATION OF TEXAS, L.P.

WASTE CORPORATION OF TEXAS, L.P. (hereinafter called the "Partnership"), a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act, for the purpose of amending the Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on September 21, 2000, hereby certifies that:

1. The name of the Partnership is WASTE CORPORATION OF TEXAS, L.P.
2. Pursuant to the provisions of Section 17-202, Title 6, Delaware Code, the amendment to the Certificate of Limited Partnership effected by this Certificate of Amendment is to change the address of the registered office of the Partnership in the State of Delaware and the name of the registered agent of the Partnership in the State of Delaware to:

Capitol Services, Inc.
615 South Dupont Highway
Dover, DE 19901
County of Kent

The undersigned, a general partner of the Partnership, executes this Certificate of Amendment on 6/6/2003.

WASTE CORPORATION OF TEXAS, LP
BY: WCA TEXAS MANAGEMENT GENERAL, INC.

BY: 

TITLE: VICE PRESIDENT

RE: GENERAL PARTNER

General Partner

Signature

J. EDWARD MENGER
Printed Name and Title

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WASTE CORPORATION OF TEXAS, L.P.

It is hereby certified that:

FIRST: The name of the limited partnership (hereinafter called the "partnership") is

WASTE CORPORATION OF TEXAS, L.P.

SECOND: Pursuant to the provisions of Section 17-202, Title 6, Delaware Code, the amendment to the Certificate of Limited Partnership effected by this Certificate of Amendment is to change the address of the registered office of the partnership in the State of Delaware to 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and to change the name of the registered agent of the partnership in the State of Delaware at the said address to Corporation Service Company.

The undersigned executes this Certificate of Amendment on this 13th of August, 2010.

/s/ Michael A. Roy
Name: Michael A. Roy
Title: Vice President
on behalf of WCA Texas Management
General, Inc. - General Partner



Franchise Tax Account Status

As of : 03/30/2022 11:17:22

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

WASTE CORPORATION OF TEXAS, L.P.	
Texas Taxpayer Number	19001319474
Mailing Address	1330 POST OAK BLVD FL 7TH HOUSTON, TX 77056-3158
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	08/03/2002
Texas SOS File Number	0800108480
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

6.4 Experience

Waste Corporation of Texas, L.P. was formed in 2000 and in 2020 was acquired by GFL Environmental, Inc. GFL Environmental, Inc. was founded in 2007. Currently GFL holds many municipal service contracts in the Greater Houston area and has maintained a partnership with several of these local communities for over 15 years. Below is a list of current municipal service contracts of comparable size and/or scope to the City of Rosenberg. The following Cities also include Commercial and Roll-Off services under the exclusive agreement: Missouri City, Bay City, Richmond, Fulshear, Tomball, and Wharton.

Municipality	Start Date	Number of Homes
City of Missouri City	1/1/2016	24,820
City of Bay City	9/1/2005	5,189
City of Richmond	8/1/2021	4,474
City of Stafford	1/1/2018	3,360
City of Fulshear	2/1/2013	3,961
City of Tomball	10/1/2009	3,072
City of Wharton	10/1/2009	2,493
City of Jersey Village	10/1/2006	2,136

6.5 Disclosure of Civil or Criminal Complaints

Waste Corporation of Texas, L.P., DBA GFL Environmental, and its parent and subsidiaries, as would be the case with any large commercial company is engaged in various and sundry types of litigation in the ordinary course. These would include proceedings wherein the company is seeking administrative permits, delinquent customer account recovery & contract collection matters, defense of public eminent domain proceedings, vehicle insurance defense liability, general commercial litigation, or unemployment compensation proceedings that Waste Corp believes has no bearing on Waste Corp's qualifications or ability to faithfully perform public contracts of the type and scope of the transaction contemplated by the City of Rosenberg Bid. Waste Corp. has not been party to any litigation during the past five years wherein its performance or non-performance of a public contract, such as the one which is the subject matter of the City of Rosenberg Bid has been at issue. In addition, there are no criminal complaints to report. If you require further information relative to Waste Corp.'s excellent performance record with respect to public contracts, we would be pleased to provide it upon request.

Tab 7. Proposal Cost Forms

7.1 Rate Schedule for Residential Curbside Refuse Services, including processing, disposal and landfill fees

A. Rate schedule for Residential curbside refuse services, including processing, disposal and landfill fees:

Residential (Base Bid)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 95 or 96 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ <u>18.75</u>	\$ <u>225.00</u>
Total dollar amount written in words	Eighteen Dollars and Seventy Five Cents	Two Hundred Twenty Five Dollars

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #1)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 64 or 65 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week. Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ <u>18.75</u>	\$ <u>225.00</u>
Total dollar amount written in words	Eighteen Dollars and Seventy Five Cents	Two Hundred Twenty Five Dollars

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #2)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal TWO times per week, 95 or 96 gallon polycart provided by the contractor.		
Bulky Waste collection and disposal One time per week.	\$ <u>18.40</u>	\$ <u>221.40</u>
Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.		
Total dollar amount written in words	Eighteen Dollars and Forty Cents	Two Hundred Twenty One Dollars and Forty Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #3)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by the contractor.		
Recyclables collected and processed One time per week, 95 or 96 gallon polycart provided by contractor,	\$ <u>17.22</u>	\$ <u>206.64</u>
Bulky Waste collection and disposal One time per week.		
Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.		
Total dollar amount written in words	Seventeen Dollars and Twenty Two Cents	Two Hundred Six Dollars and Sixty Four Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #4)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week , 95 or 96 gallon polycart provided by the contractor. Recyclables collected and processed One time per week, 64 or 65 gallon polycart provided by contractor, Bulky Waste collection and disposal One time per week . Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ <u>17.22</u>	\$ <u>206.64</u>
Total dollar amount written in words	Seventeen Dollars and Twenty Two Cents	Two Hundred Six Dollars and Sixty Four Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #5)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Solid Waste collection and disposal ONE time per week , 95 or 96 gallon polycart provided by the contractor. Bulky Waste collection and disposal One time per week . Green Waste collection and process, recycle, or disposal One time per week in bags, container or bundled.	\$ <u>13.87</u>	\$ <u>166.44</u>
Total dollar amount written in words	Thirteen Dollars and Eighty Seven Cents	One Hundred Sixty Six Dollars and Forty Four Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #6)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up. Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled, Bulky Waste collection and disposal ONE time per week.	\$ <u>10.95</u>	\$ <u>131.40</u>
Total dollar amount written in words	Ten Dollars and Ninety Five Cents	One Hundred Thirty One Dollars and Forty Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (alternate bid #7)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week, 95 or 96 gallon polycart provided by Contractor; Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled, Bulky Waste collection and disposal ONE time per week.	\$ <u>13.85</u>	\$ <u>166.20</u>
Total dollar amount written in words	Thirteen Dollars and Eighty Five Cents	One Hundred Sixty Six Dollars and Twenty Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #8)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal ONE time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week, 64 or 65 gallon polycart provided by Contractor; Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled, Bulky Waste collection and disposal ONE time per week.	\$ <u>13.85</u>	\$ <u>166.20</u>
Total dollar amount written in words	Thirteen Dollars and Eighty Five Cents	One Hundred Sixty Six Dollars and Twenty Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential (Alternate Bid #9)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal ONE time per week.</p>	\$ <u>12.95</u>	\$ <u>155.40</u>
Total dollar amount written in words	Twelve Dollars and Ninety Five Cents	One Hundred Fifty Five Dollars and Forty Cents

**** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50**

Residential (Alternate Bid #10)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
<p>Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up.</p> <p>Recyclables collected and processed ONE time per week, 95 or 96 gallon polycart provided by Contractor;</p> <p>Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled,</p> <p>Bulky Waste collection and disposal One time per week.</p>	\$ <u>15.18</u>	\$ <u>182.16</u>
Total dollar amount written in words	Fifteen Dollars and Eighteen Cents	One Hundred Eighty Two Dollars and Sixteen Cents

**** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50**

Residential (Alternate Bid #11)		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Automated Solid Waste collection and disposal TWO time per week, 95 or 96 gallon polycart provided by Contractor, only trash inside container will be picked up. Recyclables collected and processed ONE time per week, 64 or 65 gallon polycart provided by Contractor; Green Waste collection and process, recycle, or disposal ONE time per week in bags, container, or bundled, Bulky Waste collection and disposal ONE time per week .	\$ <u>15.18</u>	\$ <u>182.16</u>
Total dollar amount written in words	Fifteen Dollars and Eighteen Cents	One Hundred Eighty Two Dollars and Sixteen Cents

** GFL will provide a Senior Citizen Rate that will be discounted by \$2.50

Residential – Additional Solid Waste Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit	Per Residential Unit
Poly cart option for residential customer to have additional 95 or 96-gallon poly cart for solid waste; only trash inside container will be picked up.	\$ <u>6.00</u>	\$ <u>72.00</u>
Total dollar amount written in words	Six Dollars and Zero Cents	Seventy Two Dollars and Zero Cents

Residential – Recycling Poly Cart Option For Residential Customers		
Summary of Service	Per Residential Unit	Per Residential Unit
Poly cart option for residential customer to have an additional 95 or 96 -gallon poly cart for recycling	\$ <u>6.00</u>	\$ <u>72.00</u>
Total dollar amount written in words	Six Dollars and Zero Cents	Seventy Two Dollars and Zero Cents

Residential - Polycart Option for Residential customers		
Summary of Service	Per Residential Unit (Per Month)	Per Residential Unit (Per Year)
Polycart Option for residential customer to choose a 64 or 65 gallon polycart in lieu of the larger 95 gallon polycart in bids; provide program materials with proposal and cost if any.	\$ <u>0.00</u> ** Limited to 2 times per year - scheduled with City	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars and Zero Cents	Zero Dollars and Zero Cents

Residential - City-wide clean up event		
Summary of Service	Per Event/per year	Total Cost 10-year contract period
City-wide clean up once each year to include forty (40) forty-yard roll-offs and two (2) collection vehicles, provide program materials with proposal and cost if any.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars and Zero Cents	Zero Dollars and Zero Cents

Central Residential Recycling Location - Recycle Bank Program		
Summary of Service		
Recycle Bank Program , provide program materials with proposal and cost if any.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars	Zero Dollars

** GFL to work with City to provide comprehensive education materials when awarded

Recycling - Commercial and Industrial Properties		
Summary of Service	Per Commercial or Industrial Property (Per Month)	Per Commercial or Industrial Property (Per Year)
Recycling Services for Commercial and Industrial Properties , provide program materials with proposal and cost.	\$ <u>0.00</u>	\$ <u>0.00</u>
Total dollar amount written in words	Zero Dollars and Zero Cents	Zero Dollars and Zero Cents

**** GFL to work with City to provide comprehensive education materials when awarded**

- B. Complete attached Exhibit “B” Rate Schedule for Services to Containerized Commercial and Industrial Units, including landfill fee;** refer to RFP, item 15. Quantities for estimated units.

- C. Beautification, recycling, and litter awareness program:**
As a part of its Proposal, the Contractor will outline a beautification, recycling, and litter education program that will be utilized during the term of this Contract. Mark as **Exhibit “C”** and submit with Proposal. There shall be no charge for this promotional program.

- D. Rate for containers and/or collection vehicles for special events:** The Contractor is to provide one or more collection vehicles on a per hour rate. The hourly rate will include all labor, material, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. Provide unit cost per hour, per collection vehicle with operators on **Proposal Cost Form** under **Additional Work**.

- E. Schedule for fees for storms and other disasters:** In the case of a storm or other disasters where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor shall be paid based on the labor and vehicle rates supplied in the **Proposal Cost Form** under **Additional Work**. For such event, Contractor shall guarantee to provide a minimum number of twenty-five (25) roll-offs and or a minimum number of fifteen (15) vehicles, including crew, at the cost indicated. Contractor shall respond within forty-eight (48) hour notice. The hourly rate will include all labor, equipment, supervision, maintenance and disposal cost associated with the utilization of the vehicle. The Contractor shall be paid based on the actual number of roll-offs and or vehicles used to perform the services for storms or other disasters.

- F. Rates for tree and brush mulching:** submit hourly cost on **Proposal Cost Form** under **Additional Work**. Contractor will provide a written description of a program for residential tree and brush mulching and mark it as **Exhibit "D"**. Such description will include specifics as to the type of services and equipment available to the City, a proposal timetable for delivering such services, and the cost of such services. The City reserves the right to determine if such a program will be included in the scope of services, or to negotiate with the Contractor to include a modified program, in this Contract.
- G. Contractor's alternative waste removal and recycling program:** Contractor may, at its sole option, submit an alternate program customized by the Contractor to establish a waste removal and recycling program for the City. This program shall be submitted in addition to the Contractor's Proposal for Solid Waste Collection and Disposal. The alternative program shall provide complete details explaining the scope of the services in detail and must include a rate schedule. Such alternative program shall be marked as **Exhibit "E"** and submitted with the Proposal.
- H. Additional collection units and hourly work** made part of the Contract after contract execution shall be at the cost per unit in the **Proposal Cost Form**, adjusted for any approved cost increases since the Contract execution. The City may choose not to utilize any or all of the additional work. See **Additional Work** below:

ADDITIONAL WORK		
Description	Bid in Dollars	Unit
Three (3) man crew and truck (provided within 24 hours of request)	\$ 400.00	Per Hour
Three (3) man crew and truck (provided more than 24 hours after requested)	\$ 400.00	Per Hour
Two (2) cubic yard bin, including delivery, pickup, and disposal	\$ 170.00	Each
Three (3) cubic yard bin, including delivery, pickup, and disposal	\$ 180.00	Each
Four (4) cubic yard bin, including delivery, pickup, and disposal	\$ 190.00	Each
Six (6) cubic yard bin, including delivery, pickup, and disposal	\$ 210.00	Each
Eight (8) cubic yard bin, including delivery, pickup, and disposal	\$ 230.00	Each
Roll-off container, including delivery, pickup, and disposal (indicate size: 40 cubic yards)	\$ 275.00 + \$40.78 /ton	Each
Tree and brush mulching, including labor, equipment and disposal (See F above)	\$ Dependent on event and type of service(s) needed	Per Hour

7.2 Exhibit A: Service Requirements for Municipal Facilities

EXHIBIT "A"

Service Requirements for Municipal Facilities

The Contractor is required to provide the service as indicated below at no additional cost to the City per Section 3.04 in General Specifications.

LOCATION	ADDRESS	FREQUENCY OF SERVICE PER WEEK	NUMBER OF BINS	BIN SIZE
Seabourne Creek Sports Complex	3701 Fountains Drive	1x Nov. – Jan 2x Feb. – Oct.	1	4 CY
Seabourne Creek Sports Complex	3701 Fountains Drive	1x Nov. – Jan. 2x Feb. – Oct.	1	Recycling
Seabourne Creek Sports Complex	3701 Fountains Drive	Contents of Recyclers are placed into the Recycling Bin for pick-up service	(6) "Big Bottle Recyclers" or similar containers	Bottle Recycler is 35-gallons each
Sunset Park	2017 Mulcahy Street	2x	1	4 CY
Parks Maintenance	3720 Airport Avenue	1x	3	4 CY
Parks Maintenance	3720 Airport Avenue	2x	1	Recycling
Parks Maintenance	3720 Airport Avenue	As needed	1	40 CY Rolloff
Police Station	2120 4th Street	2x	1	N/A
Fire Administration	4336 Hwy 36 South	2x	Hand Collection	3 poly carts
Fire Station No. 1	1013 4th Street	1	1	6 CY
Fire Station No. 2	5320 Reading Road	2x	Hand Collection	3 poly carts
Fire Station No. 3	6226 August Green Drive	2x	Hand Collection	2 poly carts
Fleet Maintenance	210 Mulcahy Street	3x (M,W,F)	1	6 CY
Utilities Department	2700 Avenue A	3x (M,W,F)	2	4 CY
Utilities Department	2700 Avenue A	As needed	2	40 CY Rolloff
Street Department	220 Mulcahy Street	1x	2	6&4 CY
Sewer Plant No. 2	3650 N. Fairgrounds Road	3x (M,W,F)	1	6 CY
Sewer Plant No. 2	3650 N. Fairgrounds Road	1x	1	6 CY Grit Bin
City Hall	2110 4th Street	2x	1	4 CY
City Hall Annex	2220 4th Street	2x	1	4 CY
Civic Center	3825 Highway 36 South	3x (M,W,F)	1	6 CY
Animal Control Facility	1207 Blume Road	1x	1	4 CY
Downtown Parking	1830 Ave F	2x	1	4 CY

Upon the City's request, Contractor will provide a Recycling bin placed at an appropriate location.

7.3 Exhibit B: Rate Schedule for services to containerized Commercial and Industrial Units

EXHIBIT "B"

Rate schedule for services to containerized Commercial and Industrial Units, including processing, disposal and landfill fee

CONTAINERIZED BIN SERVICE						
Bin Size	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week	Frequency per Week
	1	2	3	4	5	6
1 CY	N/A	N/A	N/A	N/A	N/A	N/A
2 CY	\$40.48	\$80.96	\$121.44	\$161.92	\$202.40	\$242.88
3 CY	\$60.72	\$121.44	\$182.16	\$242.88	\$303.60	\$364.32
4 CY	\$80.96	\$161.92	\$242.88	\$323.84	\$404.80	\$485.75
5 CY	N/A	N/A	N/A	N/A	N/A	N/A
6 CY	\$121.44	\$242.88	\$364.32	\$485.75	\$607.19	\$728.63
7 CY	N/A	N/A	N/A	N/A	N/A	N/A
8 CY	\$161.92	\$323.84	\$485.75	\$647.67	\$809.59	\$971.51
COMMERCIAL HAND PICKUP						
Small	\$43.28	N/A	N/A	N/A	N/A	N/A
Large	\$51.85	N/A	N/A	N/A	N/A	N/A
POLY CART ROLL-OUT PICKUP						
95 or 96 Gallon	\$20.50	\$23.00	N/A	N/A	N/A	N/A
ROLL-OFF PRICING						
SIZE	20 Cubic Yard	30 Cubic Yard	40 Cubic Yard			
Delivery Fee Per Container	\$150.00	\$150.00	\$150.00			
Monthly Rental Fee	\$0.00	\$0.00	\$0.00			
Haul & Disposal Fee (each)	\$275.00 + \$40.78 /ton	\$275.00 + \$40.78 /ton	\$275.00 + \$40.78 /ton			
Environmental Impact Fee	\$0.00	\$0.00	\$0.00			
Fuel Surcharge Fee	\$0.00	\$0.00	\$0.00			
TOTAL CHARGE PER HAUL *	\$275.00 + \$40.78 /ton	\$275.00 + \$40.78 /ton	\$275.00 + \$40.78 /ton			

*Does not include the one (1) time delivery fee and monthly rental

Commercial Pricing:

- Compactor Haul Rates and Monthly Rental will be negotiated directly with the customer depending on the size and equipment type

7.4 Exhibit C: Beautification, recycling, and litter awareness program

GFL is committed to working with the City of Rosenberg to keep the City looking it's very best every day. We will provide an annual financial contribution in the amount of **\$10,000.00** to Keep Rosenberg Beautiful. This money will be used to create and maintain recycling and litter awareness brochures, flyers, mailers, and various community events. GFL will be active participants in City sponsored events, schools, and educational programs throughout each year and assist with volunteer opportunities whenever possible.

7.5 Exhibit D: Residential Tree and brush mulching program

GFL maintains many partnerships with providers of tree and brush mulching. In the unfortunate event of a major storm, hurricane, or other natural disaster, we will work closely with the City and our external partners who provide this service in order to customize a solution that fits the individual event(s). We want to ensure that we meet the needs of the City during those unfortunate times and provide solutions in an efficient manner to minimize disruptions of the City's residents and business owners.

7.6 Exhibit E: Alternate Program to establish a waste removal and recycling program

7.7 Exhibit F: Pictures, Specifications and Warranty Policy for Polycarts

Residential poly cart and commercial containers

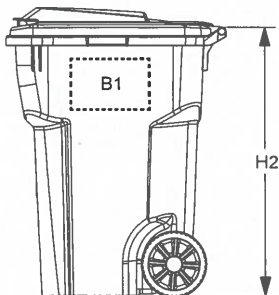
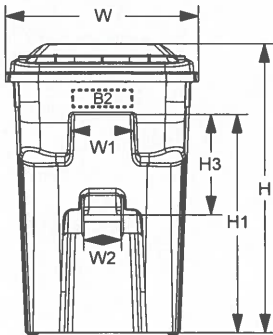
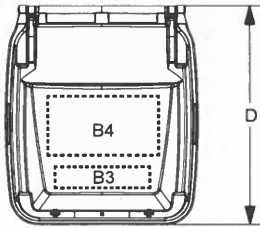
MEASUREMENTS AND SHAPES

96 GALLON GARBAGE CART		2 YARD GARBAGE DUMPSTER	4 YARD GARBAGE DUMPSTER
TRASH ONLY CART	RECYCLING ONLY CART		
		Dimensions: 5'11.5"W x 3'D x 3'H	Dimensions: 5'11.5"W x 4'6"D x 4'H
Dimensions: 2'4.5"W x 2'9.73"D x 3'9.13"H	Dimensions: 2'4.5"W x 2'9.73"D x 3'9.13"H		
6 YARD GARBAGE DUMPSTER		8 YARD GARBAGE DUMPSTER	8 YARD SLANT GARBAGE DUMPSTER
			
Dimensions: 5'11.5"W x 5'6"D x 5'4"H		Dimensions: 5'11.5"W x 5'7"D x 6'8"H	Dimensions: 5'11.5"W x 6'8"D x 5'6"H



95 Gallon EnviroGuard Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards for Type B & G containers



Specifications	IN/LB	CM/KG
Capacity (Gallons / Liters)	95 Gal	360 L
Overall Depth (D)	33.3	84.5
Overall Width (W)	29.2	74.1
Overall Height With Lid (H)	43.5	110.4
Lift Skirt Height (H1)	33	83.8
Upper Lift Skirt Width (W1)	9.5	24.1
Catch Bar Width (W2)	5.6	14.2
Handle Height (H2)	40.6	103.1
Distance Between Skirt & Catch Bar (H3)	15.2	38.7
Resin Weight	32	14.5
Assembled Weight	35	15.8
Gripping Diameter	28.1	71.4
Nest Increment	5.7	14.4
Carts Per Stack	13	
53' Trailer Quantity	702	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Hot Stamp Brand (B3)	11	2.25
4 color In Mold Label or Hot Stamp (B4)	8	12

Specifications

- Manufacturing Process - Injection Molding
- Material - High-density polyethylene resin (HDPE) Manufacturer: Exxon or Dow Type: HD-6605 Recycled Content of up to 30% PCR Color pigment and ultraviolet inhibitor compounded at 1.5% - 2% by weight
- Wall Thickness - Cart Nominal: 0.165" Cart Critical Wear Points: 0.19" (Drag Rail and Axle Box) Lid Nominal: 0.140"
- Branding - Hot stamp process permanently imprints logos on cart side body and lid. IML capabilities for the lid
- Visible Bar Code/Serial Number when stacked
- Lid Opening - 270 degrees
- Lid Assembly - Carts are shipped with the lids already attached
- Catch Bar - 1" corrosion resistant zinc plated steel allows favorable nesting ratios. Fully enclosed and doesn't penetrate the cart body.
- Axle - High strength, low alloy steel, 3/4" x 22.625", zinc plated or powder coated equivalent for corrosion protection
- Wheels - 10" Wheels, snap-on with 1.4" integrated spacers. Treaded wheel options are available and subject to additional cost and lead time.
- Handle - Handle attachments are integrally molded part of the container body with a gripping area of 16". Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
- Lift System Compatibility - American semi-automated bar-locking lifters and fully automated arm lifters.
- ANSI load rating = 332.5 lbs. (3.5 lbs. Per gallon)
- RFID Enabled Option
- 10 Year warranty
- Decoration Areas: Brands are subject to one time set up fees and IML pricing is dependent on size and the number of colors.



Corporate Headquarters:
4010 East 26th St., Los Angeles, CA 90058
(323) 262-5145

Web: www.rehrigpacific.com



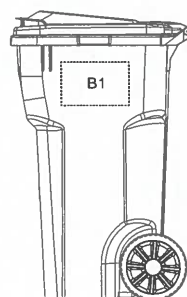
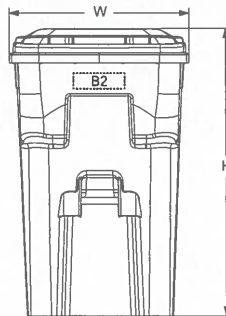
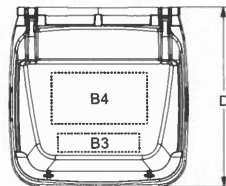
A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Envirocore™ 65 Gallon Roll Out Cart



Specifications	IN/LB	CM/KG
Capacity (Gallons/Liters)	65 Gal	246 L
Overall Depth (D)	26.87	68.24
Overall Width (W)	26.78	68.02
Overall Height (H)	43.09	109.44
Weight	29.75	13.49
53' Trailer Quantity	936	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Brand - Hot Stamp or Label (B3)	11.0	2.25
Lid Brand - Hot Stamp or Label (B4)	12.0	8.0



Features & Benefits

- Contains up to 40% PCR including 10% Bulky Rigid Plastics
- Proven to withstand the rigors of today's household refuse, recycling, and organics collection programs; Backed by 10-year non-prorated warranty
- Meets/Exceeds all ANSI type B & G container standards; Compatible with all ANSI certified Fully- and Semi-Automated Lift Arm Lifters
- Constructed of high-quality, resilient, UV-stabilized HDPE – temperature tested to withstand both extreme cold and extreme heat; Flexibility to include Post-Consumer Recycled (PCR) material to support sustainability goals; Available in a wide range of colors
- Continuous, one-piece handle provides strong gripping area designed to provide optimum control of a fully-loaded cart; Wide wheelbase designed for easy maneuvering and stability
- Shipped with lids attached to reduce assembly time; one-piece, blow-molded snap on (BMSO) wheels with integrated spacers takes only seconds to attach for deployment
- Textured body offers optimum gripping surface for fully-automated collection
- Optional customized Hot Stamping of cart bodies and/or lids with permanent logos and recycling slogans; Multi-Colored In-Mold Labels (IML's) also available for on-lid messaging
- Barcode & Serial Number imprinted to facilitate A&D distribution and manual inventory control and work order tracking
- Embedded RFID tag option to support asset management and participation tracking programs
- External, enclosed catch bar allows for the cart to have a smooth inside without holes to mitigate leaking and see page for high-liquid applications
- Additional technology options available, powered by RPC's Vision, to help improve capital utilization, enhance customer experience, and prevent asset and revenue loss
- Able to stack carts up to 13 high for more efficient and cost saving shipping solutions
- Additional Cart Options Available, ranging from locking lids to vents – please contact your Rehrig Pacific Representative for additional information

Corporate Headquarters
4010 East 26th St., Los Angeles, CA 90058
(800) 421-6244 • (323) 262-5145

Locations
Los Angeles, CA • Orlando, FL • Atlanta, GA • De Soto, KS
Erie, PA • Dallas, TX • Kenosha, WI • Quebec, Canada
Querétaro, Qro., Mexico

Web: www.rehrigpacific.com



A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Rehrig Pacific Company - Roll Out Cart Limited Warranty

Rehrig Pacific Company warrants that its standard Roll Out Cart products when purchased new will conform to all applicable manufacturer's specifications, will be free from defects in material and workmanship, and will be fit for normal use in accordance to the terms below from the original date of purchase. The coverage under this warranty includes performance of the cart body, lid, lid attachments, wheels, axles, locks, and all hardware included with the purchased containers, and expressly excludes the normal wear and tear of graphics (including lid graphics). It is the responsibility of the buyer to ensure the product is fit for their specific application and that proper education and training has been provided throughout their collection process. This warranty applies only to the first purchaser of the covered product.

10 Years	Body, lid and attachments, wheels, axle, grab bar
12 Months	Locks and any other lid restraint devices and associated hardware

Warranty Coverage Exclusions:

(1) use under circumstances exceeding specifications, (2) buyer or user abuse, improper operation, misapplication, induced contamination, overloading, misuse, negligence, or vandalism, (3) damage or failure as a result of incompatible, improperly installed, improperly operated, or defective tipping, lifting, or dumping mechanisms, (4) physical damage caused by wildlife, (5) damage due to handling practice inconsistencies as a result of undefined handling standards and/or training programs, (6) unauthorized or improper repair or alteration, including performance enhancements and/or modifications, (7) damage or failure as a result of neglect in inspections and maintenance in accordance with any published schedules provided by Rehrig Pacific Company, (8) damage or failure caused by natural calamities such as fire, storm, ice, hail, flooding, or high winds, (9) lock or opening issues caused by excessive ice, debris, or residue.

Administration of Warranty:

Any covered component that fails during the applicable warranty period will (at the option of Rehrig Pacific Company) be repaired or replaced and shipped to Buyer via standard ground shipping at no cost to Buyer provided that:

- (1) Buyer notifies Rehrig Pacific Company in writing no later than the end of the applicable warranty period of the claimed defect;
- (2) Buyer agrees that Rehrig Pacific Company shall have the right to inspect and test the allegedly defective product(s);
- (3) Determination of the cause of the alleged failure or defect shall be made in the good faith judgment of Rehrig Pacific Company;
- (4) Buyer agrees to return to Rehrig Pacific Company any defective product(s) being claimed. In order to receive a replacement part or warranty credit, Rehrig Pacific Company MUST receive the defective products / material. Buyer agrees to empty, disassemble and stack containers for shipment. Rehrig Pacific Company shall be responsible for arranging shipping and associated freight charges.
- (5) The serial number of the defective product(s) shall be submitted via email to Rehrig Pacific Company using Rehrig Pacific's electronic warranty form. Each serial number must be accompanied by the appropriate warranty code identifying where the failure occurred.
(* Warranties submitted outside of Rehrig Pacific's electronic form will not be accepted)
- (6) Any replaced component will assume the remainder of the applicable warranty from the product's original purchase date.
- (7) Buyer is responsible for the removal and redeployment and/or reinstallation of any warranted carts or components.

Buyer may contact their Rehrig Pacific Company Customer Service Representative with questions regarding their Roll Out Cart product and this warranty.

Rehrig Pacific Company will not be liable for any incidental or consequential damages, claims of loss of business, loss of profits, loss of income or any other losses or expense. Rehrig Pacific Company's liability shall not, under any circumstances, exceed the purchase price of the allegedly defective product. This warranty is in lieu of, and Rehrig Pacific Company expressly disclaims, any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Rehrig Pacific Company reserves the right to deny any claim under this warranty unless the purchaser is current on all outstanding invoices.

Many jurisdictions have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. Rehrig Pacific Company cannot guarantee compliance with such codes or regulations and cannot be responsible for how the Roll Out Cart product is deployed or used. Before purchase and use of a Roll Out Cart product, review the product applications, and all applicable national and local codes and regulations, and be sure that the product, installation, and use will comply with them.

Tab 8. Copies of Questions and Answers



Published questions and answers

Solicitation

T6931 RFP Solid Waste Collection and Disposal

#	Reference	Published date
1	1.1.	Feb 25, 2022 (Fri), 11:10 AM

Question

1. Item 1.23, Polycart, states "A rubber-wheeled receptable". Will the City accept polycarts with plastic wheels? Plastic wheels are standard in the industry and used widely for services of this type.

Answer

Yes, plastic wheels are acceptable.

#	Reference	Published date
2	1.1.	Feb 25, 2022 (Fri), 11:10 AM

Question

2. Item 4.03, Holidays & Special Pickups, states "If the service days are Monday and Thursday, and the holiday falls on a Monday, the trash will be picked up the next day which will be Tuesday; in such case the Tuesday service route will still be picked up on Tuesday." Will the City agree to change the holiday schedule as follows:

If the holiday falls on a Monday, the trash will be picked up the next day which will be Tuesday; in such case the Tuesday service route will be picked up on Wednesday, the Wednesday route on Thursday, and so on for the remainder of the week.
This type of holiday schedule is a standard practice during holiday weeks.

Answer

Yes, this is acceptable.

#	Reference	Published date
3	1.1.	Feb 25, 2022 (Fri), 11:10 AM

Question

Item 10.02, Modification to Rates

A. Under item (a) "The fees to be paid to the Contractor for the solid waste collection and disposal services as provided in paragraphs (a) and (b) of Section 10.01, for the third and subsequent years..." Will the City change "third and subsequent" to "second and subsequent"?
As we have seen in the recent year, market fluctuations and inflation have been unpredictable therefore we are asking to have the Rate Modification start for Contract Year2.

B. Also under item (a) "CPI for Urban Wage Earners and Clerical Workers (CPI-W)". Will the City change the Series from the Bureau of Labor Statistics (BLS) to be used in the calculation to CPI for All Urban Consumers (CPI-U). The CPI-U is a standard Series that is used for Waste and Recycling Services.

C. Also under item (a) "In no case will the increase or decrease in the CPI exceed 2.5%". Will the City be willing to remove the 2.5%? As stated above, recent market fluctuations and inflation have been unpredictable and it is difficult to predict what those costs will be over the course of this 10 Year contract.

Answer

A. No, the City is requesting the rates be locked in for year 1 and 2.

B. Yes, if CPI-U is industry standard that index will be utilized for the contract.

C. No, the maximum increase percentage will not be removed. However, the maximum annual increase or decrease can be negotiated with the selected contractor.

#	Reference	Published date
4	1.1.	Feb 25, 2022 (Fri), 11:10 AM

Question

In the Rate schedule for Residential curbside refuse services, including processing, disposal and landfill fees: Each Residential Bid, pertaining to Green Waste and Bulky Waste, states "collection and process, recycle, or disposal". Can the Bulky Waste and Green Waste be collected in the same truck and comingled?

Answer

Yes, this is acceptable.

#	Reference	Published date
5	1.1.	Feb 25, 2022 (Fri), 11:10 AM
<p>Question</p> <p>In the Rate schedule for Residential curbside refuse services... The Base Bid and Alternates 1 through 5 ask for Solid Waste collection with 95 or 96 gallon polycart with separate Bulky Waste and Green Waste collection as well. Alternates 6 through 11 ask for Solid Waste collection with 95 or 96 gallon polycart with separate Bulky Waste and Green Waste collection. Can the City elaborate on the intent of, and differences between, the Base Bid and Alternates 1 through 5 and Alternates 6 through 11 in regards to "Only Trash inside container will be picked up". If a separate Bulky Waste and Green Waste route is part of each Bid (Base and all Alternates) why would there be a need to state "Cart Contents only"? Is the intent of the Base Bid and Alternates 1 through 5 to have a "no limit" for the Solid Waste collection service?</p>		
<p>Answer</p> <p>The base bid and Alternates 1-5 would allow for semi-automated service using a rear-load truck with a cart tipper.</p> <p>Alternates 6-11 is Automated Collection - Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.</p> <p>In regard to the Base Bid and all Alternate bids, the "Cart Contents Only" refers strictly to the residential trash component, which is limited to all trash being placed into the cart. Overflow of residential trash should trigger the resident to add an additional cart.</p> <p>In all of the Bid options, the bulky items and green waste is placed out separately and would not be inside of a cart.</p>		
6	1.1.	Feb 25, 2022 (Fri), 11:10 AM
<p>Question</p> <p>In the Rate schedule for Residential curbside refuse services, Central Residential Recycling Location – Recycle Bank Program and Recycling – Commercial and Industrial Properties – the City is asking for program materials to be provided. Can the City elaborate on the types of materials that will be utilized? How often would these program materials be provided?</p>		
<p>Answer</p> <p>The City would require the contractor to provide program materials such as flyers or brochures explaining the programs to the customers and such information would need to be provided at least twice a year.</p>		
7	1.1.	Feb 25, 2022 (Fri), 11:10 AM
<p>Question</p> <p>Exhibit D is asking for Rates for tree and brush mulching. Does the City currently use this type of service? If yes, how often is the serviced used and what is the volume that is processed?</p>		
<p>Answer</p> <p>No, the City does not currently use this service.</p>		
8	1.1.	Feb 25, 2022 (Fri), 11:10 AM
<p>Question</p> <p>Can the City provide the number of customers that utilize permanent Roll-Off services along with the container and compactor sizes?</p>		
<p>Answer</p> <p>List of commercial accounts is attached.</p>		
<p>Document attached to answer</p> <ul style="list-style-type: none"> • Commercial Garbage Accounts 2.9.22(337479).xlsx 		
9	1.1.	Mar 02, 2022 (Wed), 7:35 AM
<p>Question</p> <p>Page 1 of the RFP states that you can submit electronically or by hard copy with details regarding the number of copies and a USB. However, it does not give any details of a electronically submittal. What are the details?</p>		
<p>Answer</p> <p>For electronic submittal you may follow the steps provided by the system once you start your offer. If you need assistance in doing this please contact the Merrell US service desk.</p>		

#	Reference	Published date
10	3.6.	Mar 03, 2022 (Thu), 8:21 AM
Question		
Exhibit A for Free City Services: What size container is needed for the Police Station, and what size containers are needed for the recycle locations?		
Answer		
Police Station container is 6 yard. Recycling locations are 4 yard.		
#	Reference	Published date
11	3.6.	Mar 07, 2022 (Mon), 7:38 AM
Question		
Something that affects rates and fees is capital expense. In section 4.05, it references that the trucks must have an average age of 5 years or less with all vehicles being less than 10 years. I do not find anywhere else in the RFP where it references age of containers or carts. It appears that there will be 6 bidders on this RFP. 5 of the 6 will probably be bidding new equipment. The incumbent has an unfair advantage in this process if everyone is not required to bid new carts and containers. Is there going to be some form of adjusted scoring due to this advantage the incumbent has?		
Answer		
The City will take in to consideration all aspects of each proposal (including proposed equipment, containers, carts, etc.) when evaluating and scoring the responses. It is the intention to award this contract to the most qualified respondent which would provide the best value to the City, rates and fees only account for 40% of the overall score. Scoring will not be adjusted to favor one type of proposal over another.		
#	Reference	Published date
12	3.2.	Mar 07, 2022 (Mon), 1:52 PM
Question		
Can the City provide a map that includes house counts by community/section and/or lot plots for residential units to assist with proposed routing?		
Answer		
The City does not have a map available with these parameters. There are some interactive maps available via the City's website: https://www.rosenbergtx.gov/218/Interactive-Web-Maps		
#	Reference	Published date
13	3.6.	Mar 07, 2022 (Mon), 5:15 PM
Question		
Do the current garbage rates posted on the City Website include the 5% right of way fee?		
Answer		
Yes		
#	Reference	Published date
14	3.6.	Mar 08, 2022 (Tue), 4:16 PM
Question		
In the Free City Services, Page 40 of the RFP, at the Seabourne Creek Sports Complex, it references that there are "6" big bottle recyclers that are dumped into the recycling bin for service. Is that recycling bin a 4 yard front load container?		
Answer		
Yes		
#	Reference	Published date
15	3.6.	Mar 14, 2022 (Mon), 9:20 AM
Question		
The city gets a monthly report from the current hauler notating the number of roll off hauls for open tops and compactors , box size and disposal that is used to identify the 5% right of way usage fee. Is it possible to get a copy of that report to identify the number of hauls, size of box and disposal tons and yards?		
Answer		
The City does not currently receive a report with the monthly payment for roll offs.		

#	Reference	Published date
16	3.6.	Mar 14, 2022 (Mon), 8:45 AM
Question Can you provide the number of residential customers with additional carts for trash and recycle?		
Answer 389		
#	Reference	Published date
17	3.6.	Mar 14, 2022 (Mon), 8:45 AM
Question Can you provide the number of residents getting the Senior Citizen residential rate?		
Answer 1,398. The senior citizen rate does not affect the cost paid to the garbage service provider.		
#	Reference	Published date
18	3.6.	Mar 14, 2022 (Mon), 8:45 AM
Question You have provided us with a listing of the commercial accounts, but is there a listing showing the commercial recycle accounts?		
Answer We do not provide commercial recycling.		
#	Reference	Published date
19	3.6.	Mar 10, 2022 (Thu), 7:31 AM
Question Can you provide the tons of residential recycle material collected monthly and the participation rate?		
Answer Please see attached		
Document attached to answer • Rosenberg REC TNs Downgraded 2020 ..(383020).xlsx		
#	Reference	Published date
20	3.6.	Mar 10, 2022 (Thu), 7:31 AM
Question Currently, is the bulk and green waste mixed in the same truck, and if so, is the average of 222 yards monthly of green waste a mixture of the bulk and green waste.		
Answer Green Waste and Bulk are picked up on different days, they are not mixed in the same truck.		
#	Reference	Published date
21	3.6.	Mar 10, 2022 (Thu), 7:31 AM
Question Does the city have an idea of the average monthly tons of bulky waste that is collected?		
Answer No, it varies and the current provider does not have an estimate		
#	Reference	Published date
22	3.6.	Mar 10, 2022 (Thu), 7:31 AM
Question Does the 1411 average monthly tons of residential trash include the bulk tons?		
Answer No		

#	Reference	Published date
23	3.2.	Mar 15, 2022 (Tue), 4:05 PM
<p>Question</p> <p>Can the City provide detail on the permanent roll-off and compactor services? Is the intent to include these permanent customers in the new contract? If so, does the City have detail on the number of permanent roll-offs and compactors in City limits? Is there any history on service frequency?</p>		
<p>Answer</p> <p>Please see question #8.</p>		
#	Reference	Published date
24	3.6.	Mar 16, 2022 (Wed), 8:05 AM
<p>Question</p> <p>Of the 1398 Senior Citizen rate accounts, how many require back door, or house side service?</p>		
<p>Answer</p> <p>101 require cart assistance</p>		
#	Reference	Published date
25	3.6.	Mar 16, 2022 (Wed), 8:05 AM
<p>Question</p> <p>Is the current rate charged to the city by the current hauler \$17.28 per home? If not, what is the rate being charged?</p>		
<p>Answer</p> <p>\$14.94</p>		
#	Reference	Published date
26	3.6.	Mar 16, 2022 (Wed), 8:05 AM
<p>Question</p> <p>Is the current rate being charged to the city by the current hauler for a second cart \$7.32? If not, what is the rate that the city is being charged?</p>		
<p>Answer</p> <p>\$6.00</p>		
#	Reference	Published date
27	3.6.	Mar 16, 2022 (Wed), 9:40 AM
<p>Question</p> <p>On the existing question and answers, question # 15 refers to the monthly report on roll offs and compactors to quantify the 5% right of way fee. It states that the city currently does not receive a report, but in the new contract, it is a requirement. Is the city currently getting the 5% on the roll offs and compactors, and how are they ensuring that they are getting paid for all the hauls?</p>		
<p>Answer</p> <p>Yes, the city does currently receive a monthly payment. The current contract does not call for a report to be provided with each payment but this will be a requirement of the new contract. Payments are sometimes reviewed by our finance department and a report is requested when those reviews take place. We do not have a recent report to provide at this time.</p>		
#	Reference	Published date
28	3.6.	Mar 16, 2022 (Wed), 9:55 AM
<p>Question</p> <p>What are the current rates that Republic is charging the city for 20 yd, 30 yd, 40 yd roll offs per haul and rental? What about compactors? Are they charging per ton for disposal? If so, what is the charge.</p>		
<p>Answer</p> <p>Roll offs and compactors are not charged to the city. These are contracted individually by the requesting party.</p>		

#	Reference	Published date
29	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>Question 23 asks about a listing for roll off boxes 20 yd, 30 yd, 40 yd, stationary compactors and self contained compactors, and the answer refers you to question #8 which in turn references a commercial listing. This is just a listing of commercial carts and front load dumpsters. Is there an available listing of the roll off open top containers and compactors?</p>		
<p>Answer</p> <p>No listing is available as the City does not track roll off boxes.</p>		
#	Reference	Published date
30	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>Section 12 in the RFP discusses "Exclusive Contract" with the exception of construction debris as defined in section 1.10. which defines "Construction Debris as Waste building materials resulting from construction, remodeling, repair, or demolition operations." Does this mean that the temporary 20 yd, 30 yd and 40 yd open top roll offs are excluded from this contract?</p>		
<p>Answer</p> <p>Correct they are excluded.</p>		
#	Reference	Published date
31	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>If all temporary open top roll offs are excluded from this contract, will all haulers who deliver and service temporary open tops within the city limits of Rosenberg be required to pay the 5% right of way rental fee?</p>		
<p>Answer</p> <p>No. Other haulers do not have a contract and do not pay the 5% fee. They pay an annual license fee to operate in the City. However, the company with the City contract will be required to pay the 5% in lieu of the license fee.</p>		
#	Reference	Published date
32	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>If all haulers will be required to pay the 5% right of way rental fee for open top roll off boxes, how is the city going to track every container to ensure they are receiving the monthly rental fees from the haulers?</p>		
<p>Answer</p> <p>They are excluded.</p>		
#	Reference	Published date
33	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>What haulers are currently paying the 5% right of way rental fee for roll off containers?</p>		
<p>Answer</p> <p>Just the current contractor.</p>		
#	Reference	Published date
34	3.6.	Mar 17, 2022 (Thu), 4:22 PM
<p>Question</p> <p>Would the city consider changing the RFP to include the temporary roll off containers making the entire contract a franchise and ensuring that the city does collect the 5% right of way rental fee on every roll off container?</p>		
<p>Answer</p> <p>No, not at this time.</p>		

PERFORMANCE BONDS



EVERGREEN NATIONAL INDEMNITY COMPANY

March 10, 2022

City of Rosenberg
2110 4th Street
Rosenberg, TX 77471

Principal: WASTE CORPORATION OF TEXAS, L.P. DBA GFL ENVIRONMENTAL
Bid Date: March 31, 2022
Description: RFP #T6931 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Dear Sir/Madam:

We, EVERGREEN NATIONAL INDEMNITY COMPANY hereby agree that in the event an award is made to WASTE CORPORATION OF TEXAS, L.P. DBA GFL ENVIRONMENTAL on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance Bonds required.

Sincerely,

EVERGREEN NATIONAL INDEMNITY COMPANY

Misty Wright
Attorney-in-Fact

CERTIFICATE OF
INSURANCE

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Wigand Disposal Company
ADS Missouri Inc.
Coulter Construction Company
PDC Technical Services, Inc.
PDC Landfills, Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.
Peoria Disposal Company
Peoria City County Landfill, Inc.
Coulter Properties, Inc.
Area Landfills Inc.
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
WASTE INDUSTRIES USA, LLC.
Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

GFL NAMED INSURED CERTIFICATE ATTACHMENT

WCA WASTE SYSTEMS, INC.

6ish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC

Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC

Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.

Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC

Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone's Throw Landfill, LLC
Tallasse Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.
Alabama Dumpster Service, L.L.C.
Rock N Bar D, LLC.
Great American Disposal of Wisconsin, LLC.
Wood Island Waste Management, Inc.
Great American Environmental Services Inc.

CERTIFICATE OF
FRANCHISE TAX
ACCOUNT STATUS
FROM THE OFFICE OF
THE TEXAS
COMPTROLLER



Franchise Tax Account Status

As of : 03/30/2022 11:17:22

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

WASTE CORPORATION OF TEXAS, L.P.	
Texas Taxpayer Number	19001319474
Mailing Address	1330 POST OAK BLVD FL 7TH HOUSTON, TX 77056-3158
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	08/03/2002
Texas SOS File Number	0800108480
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

EXECUTED CONFLICT
OF INTEREST
QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Waste Corporation of Texas, L.P. DBA GFL Environmental

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

4/28/22
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

EXECUTED

FORM - 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos 1 - 4 and 6 if there are interested parties.
Complete Nos 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Corporation of Texas, L.P. DBA GFL Environmental
Houston, TX United States

Certificate Number:
2022-878769

Date Filed:
04/26/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rosenberg Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #T6931
Solid Waste and Recycling Collection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Antony Pilkington and my date of birth is 11/12/63

My address is 8515 Highway 6 S Houston TX 77083 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas on the 28th day of April 2022
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Waste Corporation of Texas, L.P. DBA GFL Environmental
 Houston, TX United States

Certificate Number:
 2022-878769

Date Filed:
 04/26/2022

Date Acknowledged:
 05/02/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Rosenberg Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #T6931
 Solid Waste and Recycling Collection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)