

MATERIALS MANAGEMENT AGREEMENT

This Materials Management Agreement (the "Agreement") is made and entered into this 1st day Of July, 2023 ("Effective Date"), by and between the Town of Elsmere, Delaware ("Town"), and BFI Waste Services, LLC, qualified to do and actually doing business in the State of Delaware, doing business as Republic Services of Delaware ("Contractor").

RECITALS

WHEREAS, Town issued the Request for Proposal No. 20-01 for Residential Waste, Recyclables, & Yard Waste Collection ("Request for Proposal"), and Contractor submitted a bid in response ("Contractor's Proposal");

WHEREAS, Town selected Contractor and now desires that Contractor provide the solid waste and recycling services as set forth in the Request for Proposal ("Services"), attached as Exhibit A, and Contractor desires to provide the Services, all in accordance with the terms of this Agreement for an additional three year term.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term**. This Agreement begins on the Effective Date and expires on 06/30/2026, unless otherwise terminated in accordance with the terms of this Agreement. Upon mutual agreement, the parties may extend this Agreement for up to three additional three-year terms. The initial term and any renewal terms are collectively referred to as the "Term".
2. **Exhibits**. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.
 - Exhibit A Request for Proposal; Contractor's Proposal
 - Exhibit B Pricing
3. **Specifications**. The services are defined and described in Exhibit A. Exhibit A will be modified as follows:
 - a. **Insurance**. Section 8, pages 4 and 5 is modified as follows:
 - i. Delete the words "and/or copies of insurance policies" after the words "Certificate of Insurance" in the first line of the Section; i i. Insert the word "blanket-¹" before the words "form CG2010" in the first line of the last paragraph under Point A, Comprehensive General Liability on Page 4 of this Section; iii. Insert the word "blanket-form" before the words "Waiver of Subrogation" in the third line of the last paragraph under Point A, Comprehensive General Liability on Page 4 of this Section;
 - iv. Insert the word all on a blanket-form basis." after the •, words "The Town of Elsmere" in the last line of the last paragraph under Point B, Automotive Liability on Page 5 of this Section;
 - v. Insert the word "blanket-form" before the words "Waiver of Subrogation" in the last line of the last paragraph under Point C., Workers Compensation & Employers Liability on Page 5 of this Section;
 - vi. Insert the words "if required to meet to meet total limits of carrier" after the words "Umbrella Liability" in the Point D on Page 5 of this Section;
 - vii. Delete the words "The Town of Elsmere must be.
...in favor of The Town of Elsmere" from the last paragraph of the Point D on


Page 5 of this Section; viii. Delete the Point E, "Errors & Omissions (subject to The Town of Elsmere Requirements)" in its entirety; and ix. Delete the Appendix F, "Sample Certificate of Insurance" in entirety and refer to the "Certificate of Insurance" attached in the mail sent by Linda Thomas from the Risk Department.


b. In the event of a conflict between Exhibit A and the above Terms and Conditions, the above Terms and Conditions shall govern.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

TOWN OF ELSMERE

BFI WASTE SERVICES, LLC

By: 

By: 

Name: Steven Martin

Name: GEOFFREY JALBS

Title: Town Manager

Title: GENERAL MANAGER

Date: 5-30-23

Date: 5-18-23

EXHIBIT B PRICING

APPENDIX "E"
TOTAL ALL COSTS COMBINED

Contract Year	Total Monthly Contract Cost	Total Yearly Contract Cost
2023	\$64,685.97	\$ 776,231.68
2024	\$67,920.27	\$ 815,043.26
2025	\$71,316.31	\$ 855,795.70