

## General Terms and Conditions for Goods and Services

- 1) **Sale and Purchase of Goods and/or Services.** Supplier's provision of all goods and/or services (the "**Goods/Services**"), as set forth in the Purchase Order (including the Additional Terms and Conditions to the Purchase Order attached to the Purchase Order as **Exhibit "A"**) (collectively, the "**PO**"), to Republic Services Procurement, Inc. ("**RSP**"), or to any of RSP's subsidiaries or affiliates (collectively, "**Republic**"), shall be governed by these General Terms and Conditions for Goods and Services (these "**General Terms**"). If the Goods/Services provided by Supplier include hauling or transportation of any waste materials or recyclables, use of Supplier's disposal or recycling facility to dispose of waste materials or process recyclables or if Supplier is providing the Goods/Services as a Minority-Owned Business Enterprise ("**MBE**"), a Women-Owned Business Enterprise ("**WBE**"), a Disadvantaged Business Enterprise ("**DBE**") and/or other diversity vendor as designated in the PO, the PO shall also be subject to the Transportation Special Terms and Conditions (the "**Transportation Terms**"), the Disposal Special Terms and Conditions (the "**Disposal Terms**") or the Diversity Special Terms and Conditions (the "**Diversity Terms**"), as applicable, each of which is made a part hereof. For purposes of these General Terms, the Transportation Terms, the Disposal Terms and the Diversity terms shall hereinafter be collectively referred to as the "**Special Terms**". If a Master Vendor or Supplier Agreement exists between Supplier and Republic covering such Goods/Services, the provision of such Goods/Services also shall be governed by the terms and conditions of such Master Vendor or Supplier Agreement. In the event of any conflict among the PO, these General Terms, any applicable Special Terms and any Master Vendor or Supplier Agreement, the order of preference shall be as follows: (i) the Master Vendor or Supplier Agreement, (ii) the PO, (iii) the applicable Special Terms, and (iv) these General Terms. The PO, together with any existing Master Vendor or Supplier Agreement, these General Terms and any applicable Special Terms shall hereinafter be collectively referred to as the "**Agreement**".
- 2) **No Purchase Requirement; Exclusivity.** Nothing in the Agreement shall be construed to require Republic to purchase from Supplier any minimum quantity or volume of the Goods/Services or provide any minimum quantity of waste materials or recyclables to Supplier. The Agreement does not create an exclusive relationship between the parties, and Supplier acknowledges that Republic may elect to purchase Goods/Services from other suppliers.
- 3) **Delivery; Inspection; Title and Risk of Loss.** The Goods/Services shall be delivered FOB to the destination(s) specified on the PO (each, a "**Destination**") within the time period specified on the PO. Title to and risk of loss of all Goods/Services shall pass to Republic upon delivery to the Destination and upon Republic's acceptance of such Goods/Services. Notwithstanding the foregoing, Republic shall have the right to inspect the Goods/Services upon receipt and notify Supplier of any claim for damages, discrepancies, deficiencies, or non-conformities with the Goods/Services, and failure to inspect the Goods/Services shall not relieve Supplier of any liability related thereto. Republic's acceptance of any Goods/Services shall not be deemed a waiver by Republic of any rights with respect to the accepted Goods/Services or any other Goods/Services.
- 4) **Pricing.** Pricing for the Goods/Services is specified on the PO. Such prices are exclusive of any applicable sales tax but include any and all fees and charges (including delivery fees) imposed or incurred by Supplier. Except for those specifically described on the PO, no additional costs, fees, and/or charges will be reimbursed without Republic's prior written approval.
- 5) **Invoicing and Payment.** Unless otherwise specified on the PO, Supplier shall invoice Republic no later than sixty (60) days after delivery of the Goods/Services. Republic, in its sole discretion, may accept or reject invoices received after the sixty (60) day period. Republic shall pay the amount due within forty-five (45) days after the date of an approved original invoice. Republic will not recognize the payment obligation until all data requirements are met and a valid invoice has been received. All suppliers that are conducting business with Republic will need to submit their invoices using the Ariba Supplier Network. Supplier shall submit invoices with reasonable detail, including such information as Republic may reasonably request from time to time. Current format and content requirements are located at [https://alive.ariba.com/Republic\\_Services](https://alive.ariba.com/Republic_Services). If there is a dispute as to the amount due, Republic shall pay the undisputed portion of the invoice, and the parties shall cooperate in good faith to promptly resolve the dispute. Supplier shall be responsible for, and indemnify and hold Republic harmless from, liability for any and all obligations to Supplier's vendors, agents or subcontractors utilized in the supplying of Goods and/or performance of Services. Any invoices from Supplier's subcontractors or other third parties will not be paid by Republic, and Supplier shall be responsible, and reimburse Republic, for any charges associated with the transmittal and rejection of such invoices. Republic may also set off against any payment due to Supplier under the PO any Losses (as hereinafter defined) that Republic incurs or anticipates it could incur as a result of Supplier's failure to supply the Goods and/or perform Services in accordance with the terms of the Agreement or as a result of the breach by Supplier of any representation, warranties, covenants and agreements of Supplier under the Agreement. "**Losses**" means all threatened or actual claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever.
- 6) **Audit.** Supplier shall maintain during the course of the work, and retain not less than four (4) years after completion thereof, complete and accurate records of all Supplier's costs which are chargeable to Republic under the Agreement; and Republic shall have the right, during normal working hours, to inspect, reproduce, and audit those records by authorized representatives of its own or a third party auditing firm selected by Republic. The records to be thus maintained and retained by Supplier must provide sufficient detail for such charges and shall include (without limitation):
  - a. Payroll records (hours, employee name, employee classification, multiplier breakdown, etc.) that account for total time worked in connection with the PO;
  - b. Canceled payroll checks or signed receipts for cash payroll;
  - c. Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for supplier's stock or capital items;
  - d. Paid invoices, receipts, fees paid or received, and canceled checks for purchased materials, subcontractor and third-party charges, including applicable weight tickets;
  - e. Records of required licenses and permits, insurance, applicable safety and accident procedures, and drug and alcohol policy compliance;
  - f. Records relating to air freight and ground transportation, including, without limitation, handling, hauling, and disposing of materials/equipment;
  - g. Accurate, auditable records of gifts, entertainment, and gratuities to individual Republic personnel; and
  - h. Supplier shall assist Republic with respect to ensuring that all subcontractors adhere to and comply with the same requirements herein.
- 7) **Supplier's Representations and Warranties.** Supplier represents and warrants to Republic that the Goods/Services, together with anything else furnished by Supplier, shall: (a) be free from defects in design, workmanship and materials; (b) be suitable and fit for their intended purposes and conform to any warranty, description or sample provided to Republic or set forth in the Agreement; (c) be in compliance with all applicable federal, state, and local statutes, laws, ordinances, regulations, rules, codes, governmental orders, requirements, permits or rules of common law ("**Applicable Laws**") and industry standards; (d) not infringe or encroach upon any other party's personal, contractual or proprietary rights, including patents, trademarks, trade names, copyrights, rights of privacy, trade secrets and other intellectual property rights; and (e) conform to all of Republic's specifications provided to Supplier and to any data, drawings, representations, specifications and documentation Supplier provided to Republic. In addition, Supplier represents and warrants that: (i) the Agreement has been validly executed and delivered and constitutes a legal, valid and binding obligation enforceable against Supplier in accordance with its terms; (ii) Supplier has the requisite capacity and authority to enter into the Agreement; (iii) Supplier has the legal right to sell or provide the Goods/Services; (iv) no consent of any other person or entity is necessary for Supplier to enter into and fully perform the Agreement; and (v) all information, invoices and documents provided to Republic by Supplier are and will be true, complete and accurate. The foregoing warranties are in addition to all warranties implied by Applicable Laws. All warranties shall survive delivery and/or performance of the Goods/Services and shall not be deemed waived, terminated, or merged by Republic upon acceptance of or payment for the Goods/Services. Supplier is not relying on any warranties, representations, assurances, or inducements that are not expressly set forth in the Agreement.
- 8) **General Indemnity.** In addition to the indemnification provisions provided in the Agreement, Supplier shall indemnify, defend and hold harmless Republic, its affiliates, directors, officers, employees, shareholders, agents, parent entity(ies), subsidiaries and representatives (collectively, the "**Republic Indemnified Parties**") for, from and against any and all Losses arising out of, related to or based on: (a) the Goods/Services, including their manufacturing, packaging, labeling or proper use

- by Republic; (b) the breach of any provision of the Agreement by Supplier and its direct and indirect subsidiaries, affiliates, parent entity(ies) and members and each of their directors, officers, employees, shareholders, agents and representatives (collectively, the “**Supplier Indemnifying Parties**”); (c) any claim or threatened claim for personal injury, death or property damage or loss of any nature whatsoever arising from or related to any Goods/Services; (d) any claim that any of the Goods/Services infringes on any patent, trademark, copyright, or other intellectual property right of any nature belonging to any third party, (e) the negligence or willful misconduct of the Supplier Indemnifying Parties; or (f) any violation by the Supplier Indemnifying Parties of any Applicable Laws. These indemnity obligations shall exclude only those Losses caused by the negligence or willful misconduct of the Republic Indemnified Parties. This indemnity shall survive termination and/or expiration of the Agreement.
- 9) **Indemnity for Claims of Supplier’s Employees and Property.** To the maximum extent permitted by Applicable Laws, Supplier shall indemnify, defend and hold harmless all Republic Indemnified Parties from and against any and all Losses to the employees or property of the Supplier Indemnifying Parties, in any manner caused by or resulting or arising from the Goods/Services supplied and/or performed by the Supplier Indemnifying Parties in relation to the Agreement, excluding only those Losses caused by the negligence or willful misconduct of a Republic Indemnified Party.
- 10) **Insurance.** Supplier shall maintain, in full force and effect, at its sole cost and expense, at least the following insurance coverages at all times during the Agreement: (a) Commercial General Liability insurance with bodily injury and property damage limits of not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate and products/completed operations aggregate; said policy must include contractual liability; the Commercial General Liability policy must include Contractual Liability coverage specifically covering Supplier’s indemnification of Republic; any liability policy shall also contain a Cross Liability/Severability of Interests provisions assuring that the acts of one insured do not affect the applicability of coverage to another insured; (b) Automobile Liability insurance with limits of not less than \$2,000,000 combined single limit; (c) Pollution endorsement MCS-90 or ISO CA99 48 09 02 or equivalent endorsement, whichever is applicable, and if applicable to the Supplier’s Goods/Services; and (d) Workers Compensation coverage with statutory limits and Employers Liability limits of not less than \$1,000,000 each accident. All such policies shall be primary without the right of contribution from any insurance coverage maintained by Republic. Republic shall be shown as an “ADDITIONAL INSURED” under each of the above policies, except Workers Compensation. The fact that insurance is obtained by Supplier shall not be deemed to release or diminish the liability of Supplier including liability under the indemnity provisions herein. Supplier waives any and all rights of subrogation it may have against Republic by virtue of any claims that may arise as a result of the Agreement, and will obtain from its insurance carrier(s) such waiver(s) of subrogation in favor of Republic. All policies required by the Agreement shall be written by insurance carriers with an A.M. Best’s rating of at least “A-” and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Supplier concurrently with the execution of the Agreement and provide for not less than 30 days prior notice to Republic of any cancellation or reduction in coverage under the policies. Republic reserves the right to unilaterally require the Supplier to supply a true copy of any of the above-named insurance policies and any required endorsements.
- 11) **Confidentiality.** As a result of its dealings with Republic, Supplier will be using, acquiring, or adding to the confidential information of Republic, and acknowledges that this confidential information is of special and unique value to Republic. Supplier shall not, without the prior written consent of Republic, disclose any such confidential information to any person, firm, corporation, or other entity for any purpose whatsoever, or use such information for any purpose not provided for in the Agreement. Further, Supplier shall keep the existence and terms of the Agreement confidential. Nothing in the Agreement shall constitute, or be deemed to constitute, an agreement or license by Republic to permit Supplier to use Republic’s name or logo or any other trademark of Republic in any manner whatsoever, and such use is hereby expressly prohibited.
- 12) **Acceptance; Controlling Terms.** Supplier shall be deemed to have accepted Republic’s terms and conditions contained herein and shall comply with and be bound by all of the terms and conditions in the Agreement by any of the following actions: (a) Hard Copy PO - by signing and returning a copy of the PO, these General Terms or any applicable Special Terms, (b) by commencing performance of any effort required to complete or deliver the Goods/Services requested in the PO, (c) informing Republic of commencement of any effort required to complete or deliver the Goods/Services, (d) shipping or delivering any Goods or providing any Services under the PO, (e) sending or providing an invoice or other request for payment to Republic for any Goods/Services provided by Supplier under the PO, or (f) any methods of acceptance under **Section 13**. The terms and conditions in the Agreement shall be the only terms and conditions relating to the Goods provided or Services performed. Any provision in Supplier’s proposal, invoices, statements, acknowledgment forms or other documents of any nature shall be null and void and of no force or effect, and Republic hereby objects to any such provision.
- 13) **Electronic Transmissions.** Each party may initiate POs and other transactions electronically through means such as the Ariba Supplier Network, e-mail, or fax (“**Electronic POs**”). In addition to any methods of acceptance listed in **Section 12**, electronic POs shall be deemed as accepted upon Republic’s receipt of a corresponding electronic acknowledgment, or the commencement of work, or delivery of Goods/Services, whichever occurs first. Unless promptly notified otherwise, Republic may treat any electronic transaction received as being (a) properly authorized or endorsed by the sending party, (b) considered “in-writing” and signed by Supplier, and (c) when printed from electronic files, shall be considered as an original commercial document. The parties will not contest the validity or enforceability of any transaction or whether certain agreements are to be in writing and signed by the party to be bound thereby. Properly authenticated evidence of Electronic POs and other transactions shall be admissible in any judicial, arbitration, mediation, or administrative proceedings, to the same extent and under the same conditions as other business records originated and maintained in paper.
- 14) **PCard Payments.** If Supplier is given access to Republic’s Purchase Card system (“**Purchase Card**”), Supplier shall take all necessary precautions necessary to protect the security and confidentiality of Republic’s Purchase Card data, and to use the Purchase Card only for the purpose of providing the Goods/Services that are ordered by Republic in the PO. In the event a Purchase Card number is compromised or in the event of a breach of any of its operating networks, and any of the Supplier Indemnifying Parties is found to be the cause, directly or indirectly, of the compromise, Supplier shall indemnify, defend, and hold the Republic Indemnified Parties harmless from any and all Losses arising from, caused by, or resulting from, and will assume full financial responsibility for, any such activities, including, without limitation, reimbursement of attorneys’ fees and costs related to investigation and defense against claims.
- 15) **Financial Condition.** Supplier has, and shall maintain, a financial condition commensurate with its obligations under the Agreement and sufficient to allow it to readily and successfully fulfill all such obligations, in accordance with the Agreement. In the event the financial condition of Supplier changes during the term of the Agreement in such a manner as to adversely affect Supplier, Supplier shall promptly notify Republic in writing, reasonably describing the nature and extent of such change.
- 16) **Independent Contractor.** Supplier is an independent contractor and shall not be, or purport to be, an employee, agent or representative of Republic. Supplier shall provide the Goods/Services according to Supplier’s own lawful means and methods of work, which shall be in the exclusive charge and control of Supplier, and not be subject to direct control or supervision of Republic.
- 17) **Taxes and Benefits.** Supplier acknowledges and agrees on behalf of itself, its affiliates and its agents and employees that (a) as an independent contractor to Republic, no federal, state, or local taxes or social security withholdings will be made by Republic from the payments to Supplier under the Agreement; (b) Supplier is solely responsible to report and pay any contributions for taxes, unemployment insurance, social security and other benefits (collectively, “**Taxes**”) for itself and its employees; (c) neither Supplier nor any of its affiliates, agents or employees shall participate in, qualify for or in any way be entitled to any Republic benefits available to employees of Republic, including vacation benefits, 401(k) plan, insurance, or pension program.
- 18) **Assignment; Binding Effect.** Supplier shall not subcontract or assign (whether by assignment, transfer of assets, merger or operation of law) the Agreement or its rights or obligations under it without Republic’s prior written consent, which Republic may grant or withhold in its sole and absolute discretion. Republic may assign the Agreement or its rights under it without Supplier’s consent; provided, however, that in the case of any such assignment, Republic shall cause the assignee to assume Republic’s obligations under the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

- 19) **Termination.** Republic shall have the right to terminate the Agreement immediately, upon written notice to Supplier (a) upon the filing of any petition, consent or application under any federal or state bankruptcy law or any other law in which Supplier is alleged to be insolvent or unable to pay its debts as they become due, or of an assignment for the benefit of creditors; (b) upon Supplier's failure to perform any obligation relating to maintaining required permits or licenses for the provision of Goods or performance of the Services, or breach of any of its obligations under the Agreement; (c) upon the termination or expiration of Republic's agreement with its customer, if applicable; or (d) if Supplier breaches any terms and provisions of these General Terms or any applicable Special Terms, including, without limitation, any exhibits or schedules thereto. Republic shall have the right to terminate for any other reason or for no reason upon thirty (30) days' written notice to Supplier, and Republic shall pay Supplier only for Goods/Services provided or completely performed prior to the termination date, subject to Republic's right to offset against payments due hereunder for any damage due to Supplier's breach of the Agreement. Thereafter, Republic shall have no liability for any further charges from Supplier.
- 20) **Flow-Down Terms.** Whenever Republic's customer has imposed additional requirements, specifications, restrictions, standards or flow-down terms and conditions for the Services (collectively, "**Flow-Down Terms**"), Supplier shall perform the Services in full compliance with such Flow-Down Terms and Supplier shall be responsible for determination of such Flow-Down Terms. To the extent that the Services to be provided hereunder involve or/are related to the fulfillment of any contractual obligations with any federal, state, or municipal government entity, the requirements of 29 CFR 470, 41 CFR 60-1.4, 60-250.5, 60-300.5 and 60-741.5 C.F.R., are incorporated by reference and binding on both parties.
- 21) **Force Majeure.** Any failure or delay in performance due to contingencies beyond a party's reasonable control, including, without limitation, riots, terrorist acts, compliance with Applicable Laws, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval and/or acts of God (collectively, the "**Force Majeure**"), shall not constitute a breach of the Agreement, but shall entitle the affected party to be relieved of performance during the term of such Force Majeure event and for a reasonable time thereafter. Notwithstanding the foregoing, strikes or other labor disputes are not to be deemed a Force Majeure. Notwithstanding anything to the contrary set forth in the Agreement or otherwise, in the event Supplier sustains any such Force Majeure event that prevents its delivery of Goods or performance of some or all Services covered by the Agreement, Republic may, at Supplier's expense, temporarily contract for or perform for itself the Goods/Services during such period that Supplier's Force Majeure event exists, and, in the event such Force Majeure event continues to partially or totally prevent Supplier from delivering Goods or performing Services for a period in excess of thirty (30) days, Republic may terminate the Agreement or that portion of the Goods/Services subject to the Force Majeure event without any further liability to Supplier.
- 22) **Drug and Alcohol Free Workplace & Safety Requirements.** Supplier shall, at all times, maintain and enforce a Drug and Alcohol policy with its employees substantially equivalent to Republic's Drug and Alcohol Policy as such may be amended from time to time and copies of which shall be provided upon request, but in no event less stringent than required by Applicable Laws including U.S. Department of Transportation ("**USDOT**") regulations or any Flow-Down Terms. Supplier and its employees shall comply with all safety and health laws and standards required by applicable federal, state, and local law as well as industry standards, including, without limitation, USDOT regulations, and standards published by the American National Standards Institute. Supplier must notify Republic as soon as reasonably possible, but no later than twenty-four (24) hours, following a USDOT Reportable Accident. Supplier shall at all times maintain (a) an Experience Modification Rate of 1.0 or less as determined according to the National Council on Compensation Insurance, and (b) a Total Recordable Injury Rate of 5.0 or less, as determined according to the U.S. Department of Labor, Bureau of Labor Statistics.
- 23) **Disclosure.** Supplier agrees that full disclosure of the existence and terms of the Agreement, including the compensation provisions, may be made by Republic at any time and for any reason to whomever Republic determines has a legitimate need to know such terms, including any governmental authority.
- 24) **Protecting Republic's Interests.** In performing its obligations under the Agreement, Supplier and its personnel will act at all times in the best interests of Republic and will not commit any act or make any statement, oral or written, that would injure Republic's business, interests or reputation.
- 25) **General Provisions.**
- a. **Construction.** The headings herein are inserted for convenience only and shall not constitute a part of the Agreement or be used to construe or interpret any of its provisions. If a question of interpretation arises, the Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of the Agreement. The word "include" or "including" means include or including, without limitation.
  - b. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.
  - c. **Waiver.** No delay or omission by a party in exercising any right under the Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.
  - d. **Remedies; Set-off.** The exercise of any right or remedy provided for in the Agreement shall be without prejudice to Republic's right to exercise any other right or remedy provided in the Agreement, or at law or in equity. If Supplier breaches any of the Sections governing Non-solicitation (**Section 7** of the Disposal Terms and **Section 10** of the Transportation Terms) and Confidentiality (**Section 11** of these General Terms), such breach would cause irreparable harm to Republic and, in the event of such breach, Republic shall be entitled, in addition to monetary damages and to any other remedies available to Republic under the Agreement and at law, to equitable relief, including injunctive relief. All payments to be made by Republic pursuant to the Agreement are subject to set-off, deduction or offset by Republic of all sums due and owing to Republic or Republic's affiliates by Supplier.
  - e. **Governing Law.** The Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the state of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.
  - f. **Jurisdiction, Venue, Waiver of Jury Trial.** The parties agree to the exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona, and agree that such courts shall be a proper place for venue in connection with any litigation initiated under the Agreement. Supplier and Republic each knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of the Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to the Agreement may file an original counterpart or copy of the Agreement with any court as written evidence of the consents, waivers and agreements of the parties.
  - g. **Attorneys' Fees.** Should any litigation be commenced under the Agreement, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such proceeding.
  - h. **Notices.** All notices or other communications required or permitted under the Agreement shall be in writing and addressed as follows: (i) if to Republic, then to Republic's signatory at the address set forth on the PO, with a copy to Republic's Vice President of Procurement and Supply Chain at 18500 North Republic Way, Phoenix, Arizona 85054; or (ii) if to Supplier, then to Supplier's signatory at the address set forth on the PO. Notices may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party at the address for such party shown on the PO.
  - i. **Entire Agreement; Amendments.** The terms and conditions of the Agreement (and any other documents or terms incorporated by reference) constitute the complete and final written agreement between Republic and Supplier and supersede all other agreements and understandings between the parties. Any amendment or modification of the terms of the Agreement shall be binding only if in writing and signed by the parties.
  - j. **Time of the Essence.** Time is of the essence in the performance of the Services and/or delivery of the Goods under the Agreement.

- k. **Survival.** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 16, 17, 18, 19, 20, 23, 24 and 25 shall survive the termination and expiration of the Agreement.
- l. **No Third Party Beneficiaries.** The Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided in Sections 5, 8, 9, 14 and 18 of these General Terms.
- m. **Counterparts.** The Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

**SUPPLIER:**

**REPUBLIC:**

\_\_\_\_\_

Republic Services Procurement, Inc.

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[End of Republic General Terms and Conditions for Goods and Services]*

## TRANSPORTATION SPECIAL TERMS AND CONDITIONS

1. **Applicability; Capitalized Terms; Order of Preference.** In addition to the General Terms and Conditions for Goods and Services (the "**General Terms**"), these additional Transportation Special Terms and Conditions (these "**Transportation Terms**") shall also apply whenever the Purchase Order (the "**PO**") involves the loading of Material at Origin Facilities, and/or the transportation of Material from Origin Facilities to Destination Facilities, and/or the unloading of such Material at Destination Facilities, as well as any other additional services to be provided by Supplier pursuant to the PO (the "**Services**"). Capitalized words not otherwise defined in this Transportation Terms shall have the meaning set forth in the General Terms. In the event of any conflict among the General Terms, these Transportation Terms and/or any Master Vendor or Supplier Agreement, the order of preference shall be (i) the Master Vendor or Supplier Agreement, (ii) these Transportation Terms, and (iii) the General Terms. The following definitions shall apply for purposes of these Transportation Terms:
  - a. "**Affiliates**" mean as to any person or entity, (i) any person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person or entity, or (ii) any person who is a director or officer (A) of such person or entity or (B) of any person or entity described in clause (i) above. For purposes of this definition, "control" shall include the ownership of 10% or more of the voting securities of such person or entity. Notwithstanding the foregoing, "**Affiliates**" shall mean, with respect to Republic, all of Republic's direct and indirect parent companies, subsidiaries and divisions.
  - b. "**Destination Facilities**" mean the landfills, material recovery facilities or disposal sites where Supplier will transport and unload Material as set forth in the PO.
  - c. "**Equipment**" means the tractors, trailers, trucks, tarpaulins, tie downs, loading equipment/tippers, and any other equipment necessary to provide the Services.
  - d. "**Excluded Waste**" means any waste which the Destination Facility is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, hazardous materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by Applicable Laws, or in the reasonable discretion of Republic or the owner or operator of any facility, to be dangerous or threatening to the environment or the operations conducted at such facility.
  - e. "**Governmental Authority**" means government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).
  - f. "**Hazardous Waste**" means any waste regulated under or pursuant to any Applicable Laws and also includes any waste that is, after the effective date of the Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
  - g. "**Material**" means (i) all non-hazardous solid waste, without limitation, garbage, trash, refuse and rubbish, or (ii) recyclables, including, without limitation, cardboard, concrete, metal, plastic and fiber, or (iii) leachate, or (iv) Special Waste, or (v) other materials set forth in the PO, but specifically excluding Hazardous Waste.
  - h. "**Origin Facilities**" mean a customer site, transfer station, or other the facilities where the Supplier Equipment will be loaded with Material for transport to the Destination Facilities set forth in the PO.
  - i. "**Special Waste**" means non-hazardous waste that requires special handling or management due to its composition or volume.
2. **Scope of Work.** Supplier shall provide the Services to Republic in compliance with these Transportation Terms. Supplier shall also provide all Equipment and labor necessary to provide the Services.
3. **Qualifications.** Supplier shall receive and maintain all permits, licenses and approvals required with respect to ownership and operation of the Equipment and performance of the Services. Supplier further represents that it possesses all required permits and licenses and that it has the necessary training and experience in the transportation of Material to perform the Services as specified in the Agreement.
4. **Performance of Services.** With respect to the Services:
  - a. Supplier shall perform the Services in a professional and workmanlike manner in compliance with all Applicable Laws and all procedures, including, without limitation, safety, health and rules prohibiting misconduct such as physical aggression against persons or property, harassment or theft, specified by Republic and/or the owner/operator of an Origin Facility or Destination Facility from or to which Supplier delivers Material as stated herein.
  - b. Supplier acknowledges that Material received at an Origin Facility may vary in quantity from day to day, and that Supplier shall be responsible for coordinating and dispatching the Equipment necessary to perform its obligations under the Agreement.
  - c. Supplier acknowledges and agrees that it is imperative that Material be loaded at the Origin Facility (if designated on the PO), and transported to and unloaded at the Destination Facility, in a reasonable amount of time. If Supplier does not have sufficient Equipment or otherwise fails to transport all of the Material from the Origin Facility within normal operating hours (as set forth in the PO) each day, then Republic may contract with a third party to provide the transportation of such Material, and the costs of such transportation may be offset against any amounts owing to Supplier under the Agreement.
  - d. Supplier shall be solely responsible for all aspects of the transportation of Material from the Origin Facilities to the Destination Facilities, and shall operate the Equipment, and otherwise perform its obligations set forth in the Agreement in the safest manner possible, according to generally accepted standards for the industry, under the direction and supervision of qualified, trained personnel, and in full compliance with the terms and conditions of the Agreement.
  - e. Supplier shall be fully responsible for any and all Losses, including, without limitation, overweight penalties, injuries, damages, fines or other losses arising directly or indirectly from or connected in any manner with overloaded Equipment. Supplier shall be solely responsible for placing the Equipment at the loading areas designated at the Origin Facility by Republic or the owner/operator of the Origin Facility in order to load the Material into the Equipment and all loads shall be enclosed. Supplier shall also (i) be solely responsible for tarping and untarping the trailers upon receipt and disposal of the Material, (ii) comply with all Applicable Laws of any and all Governmental Authorities relating to or associated with the tarping and untarping of trailers or Equipment, and (iii) assume all risks related to or associated with and relating to the tarping and untarping of trailers or Equipment in accordance with **Section 8** of these Transportation Terms. Moreover, Supplier shall not allow any Material to fall out of the Equipment during the tarping, untarping or transportation of Material to the Destination Facility. Supplier shall take steps to ensure that vehicles hauling Material to or from an Origin Facility are enclosed or provided with a tarp or other means to properly secure the load in order to prevent the escape of any part of the load by blowing or spilling. Supplier shall be solely responsible for the clean-up or the cost of the clean-up of Material removed from, or that fall or spill out of, the trailers or Equipment. Except where expressly provided in the PO or these Transportation Terms, Supplier, its Affiliates, subcontractors, employee, representatives and/or agents shall not request or accept assistance from Republic's employees or agents with respect to the tarping or untarping of any trailers or equipment. Notwithstanding anything to the contrary set forth in the PO or these Transportation Terms, Equipment delivering Material pursuant to these Transportation Terms will only transport Material which is loaded into such Equipment at the Origin Facility.

5. **Title.** Title to the Material shall remain with Republic during the period from when such Material is loaded in the Equipment until such Material is unloaded at the Destination Facility. The foregoing shall not limit Supplier's liability with respect to the Material during the period when the Material is in Supplier's possession.
6. **Other Terms.**
- a. **No Minimum Guarantee.** Nothing in the Agreement shall be construed to require Republic to purchase from or provide to Supplier any minimum quantity or volume of Material or Services.
  - b. **Service Interruption.** Except in the event of a Force Majeure, at no time shall Supplier be permitted to stop, interrupt, or reduce service to Republic or Republic's customers for any reason without Republic's express written consent, even in the event of a strike, lockout, or payment dispute. In the event of an unauthorized interruption in any Services that prevents Supplier from performing the Services, Republic may, at Supplier's expense, temporarily contract for or perform for itself the Services during such period of unauthorized interruption, and in the event such unauthorized interruption continues to partially or totally prevent Supplier from performing the Services for a period in excess of thirty (30) days, Republic may immediately terminate the Agreement or any portion of the Services without any further liability to Supplier. In addition to any other remedies to which Republic may be entitled, Supplier agrees that it shall be liable to Republic for any additional costs or expenses incurred by Republic, as well as any lost profits suffered by Republic, reasonably resulting from or related to any unauthorized service interruption.
  - c. **Disposal Facility.** Supplier shall deliver all Material to the Destination Facility specified on the PO. If no Destination Facility is specified, Supplier shall deliver Material to a facility owned or operated by Republic. Supplier shall not deliver Material to any other landfill, transfer station and/or recycling facilities without Republic's written consent, which Republic may withhold in its sole and absolute discretion. Under no circumstances shall Supplier deliver any Material to any facility that does not have all required permits and licenses, or otherwise is not operated in compliance with Applicable Laws.
  - d. **Excluded Waste.** It is Republic's intent that the Material to be transported by Supplier shall not be Hazardous Waste. In the event Supplier determines that the Material is Hazardous Waste, it shall notify Republic immediately in order to permit Republic to verify Supplier's conclusion, and if Republic verifies Supplier's conclusion, Supplier shall not be obligated to transport such Material and shall not transport such Material. If Supplier knowingly or negligently transports Hazardous Waste, Republic shall not have any liability to Supplier or its Affiliates as a result thereof.
  - e. **Driver Qualifications & Training.** Supplier shall ensure that personnel are adequately trained and fully qualified for the job duties to be performed, including any environmental or safety training required by Applicable Laws, regulation or Republic's policy. All of Supplier's employees assigned to perform work under the Agreement will be competent, able, and legally licensed personnel. Supplier must adhere to all Motor Carrier Safety Regulations of the Department of Transportation as specified in Parts 390-399 of Title 49, Code of Federal Regulations. These conditions shall include a Department of Transportation Safety Rating of "Satisfactory". Supplier shall annually provide a minimum of sixteen (16) hours of training for each assigned driver. Training must be specific to the handling and transportation of the Material described on the PO or other appropriate regulations and requirements. Supplier shall ensure that all personnel operating any Equipment receive formal training and certification on each piece of Equipment that he/she operates in compliance with Occupational Safety and Health Administration rules and regulations, including, without limitation, training on tarping and untarping Supplier's trailers. Drivers must observe all posted rules regarding tarping. Supplier shall provide refresher training on an annual basis. All personnel employed by Supplier or assigned to perform work for Supplier fall under the terms and conditions of the PO and will adhere to and comply with all safety rules, policies and procedures established by Republic while on Republic's premises or premises controlled by Republic. Republic reserves the right, and Supplier acknowledges Republic's right, to remove any person performing Services for Supplier on Republic's premises due to violations of Republic's work rules, safety rules, and/or generally acceptable work behavior. Such removal will eliminate that individual from future assignment to Republic under the Agreement.
7. **General Indemnity; Indemnification for Supplier's Employees and Property.** The Supplier shall indemnify, defend and hold harmless the Republic Indemnified Parties from and against any Losses, in any way caused by or arising from the (i) negligence of, (ii) willful misconduct of, and/or (iii) breach of any representation, warranty, covenant or agreement under and pursuant to these Transportation Terms by, the Supplier Indemnifying Parties. The Supplier shall also indemnify, defend and hold harmless the Republic Indemnified Parties from and against any and all Losses arising from the failure by the Supplier Indemnifying Parties to abide by the rules and procedures of any of the Republic Indemnified Parties, with respect to the operation, use, tarping, tipping, loading, unloading, storage, movement or any services or activities involving any tractors, trailers, tarpaulins, coverings, tie downs, loading equipment, tippers, scales and any other equipment utilized by any of the Supplier Indemnifying Parties. Additionally, to the maximum extent permitted by Applicable Laws, the Supplier shall indemnify, defend and hold harmless the Republic Indemnified Parties from and against any and all Losses to Supplier's property or employees, in any manner caused by or resulting or arising from the work performed by the Supplier Indemnifying Parties in relation to these Transportation Terms, excluding those Losses caused by Republic's negligence or strict liability. The indemnification provision under this [Section 7](#) shall supplement the indemnity provisions under the General Terms.
8. **Assumption of Common Risks.** Supplier represents and warrants that it has substantial experience in the transportation of the Material that it will transport under the Agreement. As such, Supplier recognizes (i) that such Material may require special handling, may be or be regulated as inherently dangerous, hazardous, toxic, or combustible, and that proper care must be taken to ensure that the Material transported by Supplier do not combust or actually catch on fire; (ii) that the loading and unloading operations at the Origin Facilities and Destination Facilities may result in minor damage to the Equipment as Supplier performs the work covered by the Agreement; and (iii) the tarping and untarping of the trailers or Equipment at the Origin Facilities and/or Destination Facilities involve risk and must be performed with appropriate practices and due care. In recognition of these risks: (a) Supplier recognizes these risks, assumes full responsibility for such risks, and, waives and releases all claims against Republic or its personnel for damages to Supplier's personnel, property, and equipment that might arise as a result of these recognized waste industry risks; (b) Supplier shall have the sole and exclusive responsibility and liability for the care, custody, and control of Material from the time the Material is loaded into the Equipment at the Origin Facility, until the Material is discharged from Equipment at the Destination Facility; (c) Supplier recognizes that it may purchase, at its sole cost, "All Risk" insurance coverage for the full replacement cost of its trucks and trailers to address some or all of the risks it is assuming under subsections (a) and (b) above; (d) the assumptions of risks, releases and waivers of claims by Supplier in subsections (a) and (b) above shall not apply in the event Supplier can demonstrate by clear and convincing evidence that such damages were caused by the negligence or willful misconduct of Republic's agents or employees; and (e) notwithstanding anything to the contrary contained herein or anywhere else, and consistent with the provisions of [Section 7](#) of these Transportation Terms, Supplier agrees to, and shall, indemnify the Republic Indemnified Parties for all Losses caused by or resulting from the tarping and untarping of trailers or equipment regardless of whether such Losses are caused by Republic's sole or partial negligence.
9. **Liability for Spillage of Material.** Supplier shall be responsible for the property damages, clean-up and disposal costs of all Material (including materials used in the clean-up) resulting from any spillage of Material that occurs following the loading of Material into Equipment and thereafter until the Material is unloaded from Equipment at the Destination Facility. Supplier agrees that it will be solely responsible for all costs associated with the clean-up of such spillage, remediation of any property affected by such spillage, and other property damage or personal injuries sustained as a result of any such spillage. The parties intend for the term "spillage" of Material to be interpreted broadly so as to include, but not be limited to, situations in which there is leakage from the Equipment, Material falling, escaping or blowing out from the top, sides, bottom or any other part of the Equipment, and accidents in which the Equipment needs to be unloaded at any location other than the Destination Facility. The clean-up shall restore the premises to as good and clean a condition as existed prior to the spill and shall be in accordance with all Applicable Laws. Republic retains the right to perform necessary spill clean-up or specify that the clean-up and restoration be performed by a third party, all at Supplier's expense, if, in Republic's reasonable opinion, Supplier or Supplier's insurance designee is not prosecuting such clean-up and remediation efforts

properly, completely or in a timely fashion. Supplier will create and maintain, and Republic retains the right to review and audit, safety and accident procedures as well as spill plans from time to time to insure compliance with all Applicable Laws.

10. **Non-solicitation.** During the term of the Agreement and for a period of one (1) year following the termination or expiration of the Agreement, Supplier shall not solicit or assist in the solicitation of, or provide services to, any customer of Republic to which Supplier provided Services pursuant to the Agreement for any business of a nature that directly or indirectly competes with Republic's business.

11. **Survival.** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of these Transportation Terms shall survive the expiration or earlier termination of these Transportation Terms and/or the Agreement.

**[Signature page to follow]**

**SUPPLIER:**

**REPUBLIC:**

\_\_\_\_\_

Republic Services Procurement, Inc.

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***[End of Republic Transportation Special Terms and Conditions]***

DISPOSAL SPECIAL TERMS AND CONDITIONS

- 1) Applicability; Capitalized Terms; Order of Preference. In addition to the General Terms and Conditions For Goods and Services (the "General Terms"), these Disposal Special Terms and Conditions (these "Disposal Terms") shall also apply whenever the Purchase Order (the "PO") involves Supplier's acceptance of waste materials or recyclables for disposal or processing at a Supplier-owned or operated landfill, transfer station or other disposal or processing facility specified on the PO (the "Facility"). Capitalized words not otherwise defined in these Disposal Terms shall have the meaning set forth in the General Terms. In the event of any conflict among the General Terms, these Disposal Terms, and/or any Master Vendor or Supplier Agreement, the order of preference shall be as follows: (i) the Master Vendor or Supplier Agreement, (ii) these Disposal Terms, and (iii) the General Terms. The following definitions shall apply for purposes of these Disposal Terms:
a. "Excluded Waste" means any waste which the facility is not authorized to accept pursuant to its permits and licenses, including, without limitation, highly flammable substances, hazardous materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by Applicable Laws.
b. "Hazardous Waste" means any waste regulated under or pursuant to any Applicable Laws and also includes any waste that is, after the effective date of the Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
c. "Material" means (i) all non-hazardous solid waste, without limitation, garbage, trash, refuse and rubbish, or (ii) recyclables, including, without limitation, cardboard, concrete, metal, plastic and fiber, or (iii) leachate, or (iv) Special Waste, or (v) other materials set forth in the PO, but specifically excluding Hazardous Waste.
d. "Special Waste" means non-hazardous waste that requires special handling or management due to its composition or volume.
2) Delivery of Material. Republic may deliver up to the maximum volume of Material as stated on the PO, if any, and Supplier agrees to accept all Material or recyclables that is authorized to be disposed of at the Facility under Applicable Laws pursuant to the rates and payment terms specified on the PO.
3) Compliance with Applicable Laws. Supplier shall manage the Facility and dispose of all Material delivered by Republic in accordance with Applicable Laws.
4) Title to Material. Title to, and risk of loss and responsibility for, Material delivered to the Facility shall pass at the time such Material is removed from the delivery vehicle at the Facility.
5) Excluded Waste; Rejection of Excluded Waste. If Republic delivers any Excluded Waste to the Facility, the Supplier may reject such Excluded Waste and Republic shall remove such Excluded Waste at Republic's expense. Notwithstanding anything to the contrary contained in these Disposal Terms or anywhere else, if Supplier fails to reject such Excluded Waste within forty-eight (48) hours after Republic delivers such Excluded Waste to the Facility, then Supplier shall be deemed to have waived its right to reject such Excluded Waste, and Republic shall have no further liability to Supplier.
6) Indemnification. In addition to the indemnification provisions in the General Terms, Supplier shall also indemnify, save harmless and defend the Republic Indemnified Parties from and against any Losses (including costs of defense, settlement and reasonable attorneys' fees, consultants or other professional fees and the reasonable cost of investigation, containment and clean-up of any remedial actions required by Applicable Laws, including the Comprehensive Environmental Responses, Compensation and Liability Act of 1980 or comparable state superfund laws ("CERCLA")) of any nature whatsoever, which any of the Republic Indemnified Parties may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of Applicable Laws, including CERCLA.
7) Non-solicitation. During the term of the Agreement and for a period of one (1) year following the termination or expiration of the Agreement, Supplier shall not solicit or assist in the solicitation of, or provide services to, any customer of Republic to which Supplier provided Goods/Services pursuant to the Agreement for any business of a nature that directly or indirectly competes with Republic's business.
8) Survival. The parties agree that Sections 1, 3, 4, 5, 6, 7 and 8 of these Disposal Terms shall survive the expiration or earlier termination of these Disposal Terms and/or Agreement.

SUPPLIER:

REPUBLIC:

\_\_\_\_\_

Republic Services Procurement, Inc.

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[End of Republic Disposal Special Terms and Conditions]



**DIVERSITY SPECIAL TERMS AND CONDITIONS**

1) **Applicability; Capitalized Terms; Order of Preference.** In addition to the General Terms and Conditions For Goods and Services (the “**General Terms**”), these Diversity Special Terms and Conditions (these “**Diversity Terms**”) shall also apply whenever designated as applicable in the Purchase Order (the “**PO**”). Capitalized words not otherwise defined in these Diversity Terms shall have the meaning set forth in the General Terms. In the event of any conflict among the General Terms, these Diversity Terms, and/or any Master Vendor or Supplier Agreement, the order of preference shall be as follows: (i) the Master Vendor or Supplier Agreement, (ii) these Diversity Terms, and (iii) the General Terms.

2) **Representations, Warranties and Covenants.** Supplier hereby represents, warrants and covenants that, as of the effective date of the Agreement, and on an ongoing and continuous basis throughout the term of the Agreement:

- a) Supplier shall be certified as a Minority-Owned Business Enterprise (“**MBE**”), a Women-Owned Business Enterprise (“**WBE**”), a Disadvantaged Business Enterprise (“**DBE**”) and/or other diversity vendor by the following Governmental Authorities as set forth in the table below:

Governmental Authority	MBE	WBE	DBE	OTHER	Vendor/Supplier Number

Upon request from Republic, Supplier shall provide Republic evidence of such certification(s) in form and substance reasonably acceptable to Republic, and Republic shall have the right to provide such evidence of Supplier’s certification(s) to the applicable Governmental Authorities.

- b) Supplier shall maintain the capacity (including, without limitation, sufficient Equipment) to perform the Services in accordance with the terms of the Agreement and Applicable Laws, and shall be solely responsible for performing the Services. Supplier shall not subcontract or otherwise enter into any other agreement (including, without limitation, any pass through arrangement outsourcing) with any other party for the performance of any portion of the Services without the prior written consent of Republic.
- c) Within ten (10) days following each anniversary of the effective date of the Agreement, Supplier shall complete, execute and deliver to Republic the Certificate attached as **Schedule A**. Supplier hereby represents, warrants and covenants to Republic that all of the information set forth in each of the Certificates delivered, or other information provided, to Republic hereunder shall be true, correct and complete in all respects. In addition, Supplier agrees to provide to Republic all additional information requested by Republic or its Affiliates or their agents relating to the representations, warranties and covenants set forth in this Schedule in order to facilitate Republic’s and any Governmental Authority’s verification or audit of the accuracy of such representations, warranties and covenants and any other information provided by Supplier, including granting interviews with Supplier’s employees and representatives.
- d) Supplier shall immediately (within no more than five (5) days) notify Republic of any event or occurrence which may cause any of Supplier’s representations, warranties and covenants in these Diversity Terms to be untrue in any respect. Notwithstanding anything to the contrary herein, any breach by the Supplier of any of the provisions of these Diversity Terms shall entitle Republic to terminate the Agreement immediately upon written notice to the Supplier.
- e) The Agreement and any contractual obligation of Republic hereunder is contingent on Supplier being approved as an MBE, WBE, DBE or other diversity vendor or substitute by the applicable Governmental Authority as set forth in these Diversity Terms. Notwithstanding anything to the contrary set forth in the Agreement, in the event that Supplier is not so approved within fifteen (15) days, or such earlier time period as may be required by Republic, Republic may terminate the Agreement without Republic having any liability to Supplier.

**[End of Republic Diversity Special Terms and Conditions]**

**SCHEDULE A**

**Certificate to Republic Diversity Special Terms and Conditions**

Annual Period: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_

This Certificate (this "**Certificate**") is delivered by \_\_\_\_\_ ("**Supplier**") to Republic Services Procurement, Inc. ("**RSP**") or to any of RSP's subsidiaries or affiliates (collectively "**Republic**") pursuant to, and in accordance with, the terms and provisions of the Diversity Terms, which Diversity Terms are made a part of the Agreement dated as of \_\_\_\_\_, 20\_\_, by and between Supplier and Republic. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

The officer of Supplier executing this Certificate is an executive officer of Supplier and is duly authorized to execute and deliver this Certificate on behalf of Supplier. This Certificate is being delivered by Supplier to Republic in connection with Supplier's provision of Services to Republic for the annual period referenced above (the "**Year**"). By executing this Certificate such officer hereby certifies to Republic on behalf of Supplier that the following statements are true, correct and complete with respect to such Year:

1. Supplier's certifications of its status as an MBE, WBE, DBE and/or other diversity vendor as set forth in **Schedule A** of the Special Terms are in full force and effect. Supplier has received no verbal or written notice from any person or entity, and there has been no event or occurrence, that could reasonably be expected to adversely affect any such certification in any manner.

2. During the Year, Supplier has maintained the capacity to perform the Services in accordance with the terms of the Agreement and Applicable Laws, and has been solely responsible for performing the Services, except with the prior written consent of Republic and except as described in **Section 3** below. During the Year, Supplier has not subcontracted or otherwise entered into any other agreement (including, without limitation, any pass through arrangement) with any other party for the performance of any portion of such Services, except with the prior written consent of Republic and except as described in **Section 3** below.

3. To the extent that Supplier has subcontracted or otherwise entered into an agreement (including, without limitation, a pass through arrangement) with another party for the performance of Services during the Year, Supplier hereby provides the information set forth below relating to such agreement for such Year:

<b>Name of Party</b>	<b>Address and Telephone Number</b>	<b>Type of Services Provided</b>	<b>Dollar Spend</b>

Supplier shall provide any other information regarding such agreement that Republic requests.

Dated \_\_\_\_\_, 20\_\_

SUPPLIER: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[End of Certificate to Schedule A to Republic Diversity Special Terms and Conditions]**

**EXHIBIT A**

**ADDITIONAL TERMS AND CONDITIONS TO THE PURCHASE ORDER**

In addition to the Purchase Order, Republic and Supplier hereby agree as follows (included below or attached to this Agreement):

***[End of Exhibit A Additional Terms and Conditions to Purchase Order]***