

LICENSE AGREEMENT BETWEEN  
ALLIED WASTE TRANSPORTATION, INC.,  
AN INDIRECTLY-OWNED SUBSIDIARY OF REPUBLIC SERVICES, INC.  
AND  
THE TOWN OF PARADISE VALLEY

This LICENSE AGREEMENT (this “Agreement” or “License”) is made on this 11<sup>th</sup> day of January 2018 (the “Effective Date”) between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”) and Allied Waste Transportation Inc., an Indirectly-Owned Subsidiary of Republic Services, Inc. (the “Licensee”).

RECITALS

A. The Town issued a Request for Proposals (“RFP”), attached as Exhibit A, seeking proposals from vendors for residential solid waste, recycling, and specialty waste collection and disposal services (the “Services”).

B. The Licensee submitted a proposal for the Services within the Town of Paradise Valley in response to the RFP (the “Proposal”), attached as Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and the Licensee hereby agree as follows:

1. Scope of Work. The scope of work is set forth in the RFP and the Licensee’s proposal and as further modified or reiterated on Exhibit C to this Agreement, which is incorporated herein as though set forth in full (the “Scope of Work” or “Services”). Any conflict amongst the Scope of Work documents shall be resolved consistent with section 21.22. Licensee shall carry out the Scope of Work in a satisfactory and proper manner as determined by Town for the Town of Paradise Valley (the “Service Area”), excluding, for the first three years of this contract, any area with a Home Owners’ Association that has an existing contract for Services and which chooses not to participate in the benefits of the License (the “Excluded Properties”).

2. Representations.

2.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Licensee is advised that taxes or Social Security payments will not be withheld from any municipal payments issued hereunder and Licensee agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

2.2 Representations by Town. The Town represents to the Licensee that it is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement and that the Town agrees to be bound by this Agreement.

2.3 Representations by Licensee. The Licensee represents to the Town that at the time of execution of this Agreement:

A. Authority. The Licensee is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Licensee further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Licensee further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Licenses; Materials. The Licensee has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance in order to maintain its corporate existence. Licensee shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Licensee for the benefit of the Town. The Town has no obligation to provide Licensee, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement, although Town will act in good faith in connection with Licensee's request for any such business registrations or licenses. The Town has no obligation to provide tools, equipment or material to Licensee.

C. Insurance/Bonds. The Licensee has obtained and submitted to the Town: (1) certificates of insurance for all required insurance coverages specified in this Agreement; and (2) documentation of Performance Bond as required by this Agreement.

D. No Legal Action Pending. To the best of the Licensee's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Licensee, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Licensee of its obligation hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Licensee in connection with the transactions contemplated hereby. Licensee agrees that it shall take all steps necessary to ensure that the representations set forth in this Section 2.3 shall remain true and correct for the entire Term of this Agreement.

### 3. Term of Agreement.

3.1 Initial Term. Unless sooner terminated in accordance with the provisions in this Agreement, the term of this Agreement shall commence on July 1, 2018 ("Commencement Date") and shall continue in effect for seven (7) years (the "Initial Term"), that is, until June 30, 2025 (the "Expiration Date").

3.2 Exercise of Option to Renew. After the Initial Term, the Town and Licensee shall have the option to renew this Agreement for up to three additional one-year terms (each, a "Renewal Term") provided: (1) the party seeking to exercise such option provides the other party with sixty-days advanced written notice of its desire to renew this Agreement; and (2) the party receiving such notice does not, within thirty (30) days of its receipt, inform the other party in writing that it is not willing to extend the Agreement. The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise the option, the Town shall provide written notice to Licensee not later than 30 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term pursuant to the provisions in this

Agreement. The option to renew shall further be conditioned upon Licensee's meeting conditions further described in this Agreement.

4. Fees for the Services. The Fees to be charged for the Services to the Customer are set forth on Exhibit C.

5. Manner of Providing Services. Unless otherwise stated in this Agreement, the Licensee shall be solely responsible for all aspects of the management, operations and maintenance and equipment relating to the Services including, but not limited to, the following:

5.1 Records. The maintenance of complete and accurate records, including billing records, and the provision of reports to the Town in accordance with the requirements of this Agreement.

5.3 Maintenance. The preventive maintenance, maintenance, and repair of systems and equipment including vehicles, buildings, grounds and other equipment.

5.4 Clean-up. The prevention and clean-up of litter, spillage, dust and odor as set-forth in this Agreement.

5.5 Personnel. The recruitment, hiring, and training of all managerial, supervisory, and operating personnel providing the Services.

5.6 Carts. Cart maintenance and delivery of new solid waste carts and recycling carts, as applicable, once the program begins. Licensee shall also be solely responsible for storage of unused carts.

5.7 Part-Time Residents. Licensee shall provide each residential property the opportunity to suspend service temporarily for a period not less than three continuous months upon notification by the subscriber. The allowed fees for suspension of service shall be in the amounts set forth in Exhibit C.

6. Personnel. Licensee shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Licensee's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Licensee's representatives and key personnel to the Town Manager. Licensee agrees that the Town shall have 24 hour access to said representative via a non-toll call from the corporate limits of the Town. Such records shall be updated as personnel or contact information changes. In addition, Licensee shall adhere to the following requirements:

6.1 Key Personnel. Licensee shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Licensee agrees to assign specific individuals to key positions. Licensee agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Licensee shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal or superior ability and qualifications.

6.2 Uniforms. Licensee shall furnish each employee involved in the performance of this Agreement with a uniform and safety vest, shirt or jacket which clearly displays the name of Licensee. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Licensee's employees shall wear complete uniforms and safety vest, shirt or jacket at all times.

6.3 Safety Training. Licensee shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, Licensee's employees shall be trained to perform their duties at all times. All temporary and newly hired permanent collection personnel and supervisory employees must receive comprehensive safety and operational training prior to working on the collection vehicles or performing duties under this Agreement. Training manuals and schedules shall be maintained at the local office of Licensee and available for review at any time by Town Manager or designee.

6.4 General Training. All employees involved in the performance of this Agreement including office and all collection personnel, must be provided adequate training before and during their employment with the Licensee. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved and provide necessary knowledge to eliminate delays and missed collections. All supervisory and collection employees must be provided equipment and supplies prior to and during the performance of their duties. All collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Licensee.

6.5 Contact with Others. Licensee's employees shall treat all customers, co-workers, Town employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence and the use of profanity are strictly prohibited. The Town reserves the right to direct Licensee to remove any employee who violates this policy from providing Services to the Town.

6.6 Compliance with Laws. In performance of Services, Licensee's employees must adhere to municipal, State and Federal laws. The Town reserves the right to make a complaint regarding any employee of the Licensee who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town may recommend appropriate action be taken by the Licensee and may require the Licensee to remove any unacceptable employee, as determined by the Town, from service to the Town.

7. Spillage and Leakage, Litter, Dust and Odor.

7.1 Spillage and Leakage. Licensee shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Licensee's vehicles by the Licensee, Licensee's employees or authorized person or entity providing service to the Licensee. During transport all materials shall be contained, covered, and enclosed so that leaking, spilling and blowing of materials does not occur. Licensee shall perform all cleanups within two hours of the spillage or leakage, or such longer period of time as is reasonable under the circumstances.

7.2 Dust and Odor. If Licensee operates a disposal facility or a recycling facility within the Town, such facilities shall be operated so as to prevent the escape of dust and odors and the Licensee shall routinely clean the tip floor and the process and storage areas of said facilities.

8. Recordkeeping, Reporting, Audited Financial Statements and Reporting Format.

8.1 Recordkeeping. The Licensee shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations, the RFP and any reports as are reasonably necessary to the Services.

8.2 Availability of Documents. All of Licensee's records shall be available to the Town and its representatives at reasonable times and places throughout the term of this Agreement and for



a period of five years after termination.

### 8.3 Reporting.

#### A. Initial Reports.

1. Transition Plan. The Licensee shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Licensee providing the Services. This transition plan will be submitted for approval by the Town Manager.

2. Hazardous Waste Contingency Plan. The Licensee shall provide a hazardous waste contingency plan, 30 calendar days prior to the Commencement Date, to the Town Manager. This plan shall detail what actions shall be taken by the Licensee upon discovery of hazardous waste. The plan shall include a copy of a signed contract(s) with a permitted hazardous waste transporter(s) to handle any hazardous waste discovered. The plan must comply with all State and Federal regulations regarding the handling of hazardous waste. Non-conformance with any State or Federal regulation shall be cause for rejection of the plan. This hazardous waste contingency plan will be submitted for approval by the Town Manager, which approval will not be unreasonably withheld.

B. Monthly Reports. Licensee shall submit monthly reports, including customer service reports, to the Town Manager or authorized designee within seven calendar days following the end of each calendar month consistent with the information required in the RFP and/or accepted proposal.

C. Annual Reports. Licensee shall submit annual reports to the Town Manager or authorized designee within 30 calendar days following the end of the fiscal year.

D. Audited Financial Statements. The Licensee will be required to submit audited financial statements for its ultimate parent entity, Republic Services, Inc. prepared by an external accounting firm within 120 calendar days of the end of the Licensee's fiscal year end. In the event Licensee is acquired, the Licensee shall notify the Town of the transfer in ownership, whereupon the Town shall have the option to require that the audited financial statements be submitted by the acquiring entity. The Town's approval of the transfer of the License shall not to be unreasonably withheld. In the event Licensee is acquired, the Town shall have the option to require that the acquiring entity provide a guaranty agreement in a form acceptable to the Town Manager, acceptance of which shall not be unreasonably withheld. The financial basis records shall be kept in accordance with generally accepted accounting principles.

8.4 Report Format. Within 14 days after the Commencement Date, the Licensee will be required to submit to the Town for its approval the format and sample contents of the records to be maintained and the monthly and annual reports to be generated in fulfillment of the requirements of the Agreement. Licensee shall submit all reports in electronic format approved by the Town and in hard copy.

### 9. Customer List, Billing and Collections, Payment and Annual Adjustments.

9.1 Customer List. On or prior to March 1, 2019, the Town shall provide Licensee with a residential property service customer file. Regardless of the customer list, Licensee shall provide Services to all residential property in the Town that is in the Service Area, exclusive of the Excluded Properties.

#### 9.2 Billing and Collection.

A. The Licensee shall bill for the Services in accordance with Exhibit B, the

individual subscriber payments still due and unpaid shall survive termination of this agreement.

1. Understandable Bills. Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.

2. Uniform Billing. Licensee shall bill all residential properties in a uniform, non-discriminatory manner, regardless of level of service. Payment shall be due no sooner than the 30th day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period.

3. Customer Dispute. In case of a bill dispute, the Licensee must respond to a written complaint from a resident within 15 days, or such longer period as permitted by the Town Manager in his reasonable discretion.

4. Refunds. Refund checks will be issued promptly, but no later than the next billing cycle following resolution of the request or 30 days, whichever is earlier. Credits for service will be issued no later than the next billing cycle following the determination that a credit is warranted.

5. Individual Rights. Licensee shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

6. Equal Opportunity. Licensee shall strictly adhere to applicable equal employment opportunity requirements of federal, state, and local regulations as amended from time to time.

7. Protection of Privacy.

a. At the time of delivery of the carts to a residential service unit and at least once a year thereafter, Licensee shall provide notice in the form of a separate, written statement to each residential service unit that clearly and conspicuously informs the occupant of:

(1) The nature of personally identifiable information collected or to be collected and the nature of the use of such information.

(2) The nature, frequency, and purpose of any disclosure which may be made of such information, including any identification of the types of persons to whom the disclosure may be made.

(3) The period during which such information will be maintained by the Licensee.

(4) The times and place at which the customer may have access to such information.

(5) The limitations provided by this section with respect to the collection and disclosure of information by Licensee and the right of the customer to enforce such limitations.

b. For purposes of the subsection, the term “personally identifiable information” does not include any record aggregate data which does not identify particular persons.

c. Except as provided in herein, Licensee shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned.

d. Licensee may disclose such information if the disclosure is:

(1) Necessary to render, or conduct a legitimate business activity related to Services provided by the Licensee to the customer.

(2) Made pursuant to a court order authorizing such disclosure, if the customer is notified of such order by the person to whom the order is directed.

(3) Required by this Agreement.

(4) Required by Applicable Law.

e. A customer shall be provided, free of charge, access to all personally identifiable information regarding that customer which is collected and maintained by Licensee. Such information shall be made available to the customer at reasonable times and at a convenient place designated by Licensee. A customer shall be provided reasonable opportunity to correct any error in such information.

f. Licensee shall destroy paper or physical copies of personally identifiable information and shall to the extent possible delete and avoid disclosure of electronic copies, if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or court orders for access to such information.

8. Licensee shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Licensee shall be permitted to pick up the solid waste cart, and recycling cart from any residential service unit for which fees for service have become delinquent by more than 60 days after the first notice of delinquency by the Licensee to the customer. The Licensee shall not receive any payment from the Town on account of excessive delinquencies.

10. Ownership of Solid Waste and Recyclable Materials. Title to solid waste and Recyclable Materials shall pass to the Licensee once the Licensee takes possession of the materials. The foregoing notwithstanding, and as further addressed in Exhibit C, title to, and liability for, Unacceptable Waste shall not pass to Licensee.

11. Liquidated Damages. Licensee understands that if Licensee does not timely perform its obligations pursuant to the terms of this Agreement, the Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 11 shall be considered a breach of the Contract. In addition to remedying the breach, the Licensee shall be liable for liquidated damages amount(s) upon determination of the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Licensee in writing or electronically of each act or omission in this Agreement reported to or discovered by the Town. It shall be the duty of the Licensee to take whatever steps or action may be necessary to remedy the cause of the complaint. The Licensee agrees, in addition to any other remedies available to the Town, that the Town may deduct the full amount of any damages from any payment due to the Licensee. The remedy available to the Town under this paragraph

shall be in addition to all other remedies which the Town may have under law or at equity.

11.1 Missed Collection. \$25 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A “missed collection” occurs when (A) a resident reports that their material was set at the curb by 6:00 AM, local time, and was not collected by 6:00 PM of the designated collection day for such residential service unit; and (B) the address was not reported by the Licensee as a late set-out or an improper set-out. Licensee may dispute the designation as a missed collection to the Town Manager. Licensee shall have the opportunity to present information and the Town Manager shall act in a reasonable manner in his/her decision.

11.2 Missed Block. \$250 for each incident of the Licensee failing to pick up material on a block. A “missed block” occurs when one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 6:00 AM, local time, and the material was not collected by 6:00 PM of the designated collection day for the missed block of residential service units, and the material was properly sorted and the addresses of the missed block were not reported by the Licensee as a late set-out. Licensee may dispute the designation of a missed block to the Town Manager. Licensee shall have the opportunity to present information and the Town Manager shall act in a reasonable manner in his/her decision

11.3 Less than Majority Collected. \$2,500 for each incident for failure to complete a majority (50%) of the collections on a given day.

11.4 Failed Spill Clean-up. \$250 for each incident for failure to clean up material spilled or littered by Licensee within six hours of verbal or written notification.

11.5 Failed Vehicle Maintenance. \$100 for each incident for failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.

11.6 Failed Correction of Missed Collection. \$250 for each incident for failure or neglect to collect materials from a missed collection location within 24 hours.

11.7 Fail to Timely Complete Reports. \$250 for each incident for failure to timely provide a complete monthly or annual report.

11.8 Failure to Return Carts. \$100 for each incident for failure to return carts or containers to their original locations after collection. For the purposes of this subsection, “original location” shall mean within ten feet of the location at which the cart was placed immediately prior to the Licensee picking it up for service. Licensee shall not be penalized for any carts returned to their original location which are subsequently moved by a third party.

11.9 Failed Customer Complaint Response. \$100 per Business Day thereafter per incident for failure to respond to any customer complaint received by the close of the following business day.

11.10 Failure to Accept Materials. \$3,000 for each day for failure to be able to accept materials on any day after the date upon which Service begins on which materials are to be collected.

11.11 Video Records. Licensee shall install and operate video monitoring equipment in each vehicle involved in collection services in the Town. Said video equipment shall adequately record the location of carts, or lack thereof, at time of collection. If said video monitoring equipment does not provide a date and time stamp, a separate GPS system shall be installed and recorded to identify the location and time of vehicles collecting in the Town.

12. Performance Guaranty. Licensee shall furnish the Town with a performance bond covering faithful performance of this Agreement (the "Performance Bond"). The Performance Bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Performance Bond shall be in an amount not less than annual value (based on total anticipated revenue) of this Agreement and shall be in a form approved by the Town Manager. The term of the Performance Bond shall be not less than one year beginning on the Commencement Date. The Licensee shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Performance Bond then in effect for each year this Agreement is in effect. The renewal of the Performance Bond shall be submitted at least 30 days prior to the expiration date of the Performance Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Company authorized to do business in the State of Arizona and have an A.M. Best rating of "A" or better and the "T" underwriting limitation is not exceeded by this Performance Bond.

13. Taxes. Licensee shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Licensee are eligible for a tax exemption due to the nature of the item, Licensee shall assist the Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the Town.

14. Compliance with Laws and Regulations. The Licensee shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Licensee is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) Applicable Laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

15. Town Inspection Rights.

15.1 Town's Right to Inspect Records, Books, Data and Documents. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to all books, records, data and documents of the Licensee for inspection and audit, at the Town's expense. The Town shall conduct any such inspection or audit during normal hours of operation. Additionally, the Licensee shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of this Agreement.

15.2 Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Licensee's facilities, including the disposal facility and recycling facility if operated by the Licensee, and equipment and perform such inspections, as the Town deems reasonably necessary, to determine whether the Services required to be provided by Licensee under this Agreement conform to the terms hereof and/or the terms of this Agreement. The Town shall conduct the inspection of facilities and equipment during hours of operation. Licensee shall make available to the Town all reasonable facilities and assistance to facilitate the performance of inspections by the Town's representatives.

16. Dispute Resolution.

16.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent permitted by law, the Town Manager shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. Licensee shall have the opportunity to present information and the Town Manager shall act in a reasonable manner in his/her final and binding decision.

16.2 Definition of Claim. As used herein “claim” means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this subsection. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this subsection. A claim by the Licensee shall be made in writing and submitted to the Town Manager. When a controversy cannot be resolved by mutual agreement, the Licensee shall submit a written request for final decision to the Town Manager. The written request shall set forth all the facts surrounding the controversy and the Town Manager shall act in a reasonable manner in his/her final decision. Following the Town Manager’s decision, Licensee may exercise its rights in Superior Court.

16.3 Process for Dispute Resolution. In connection with any claim under this clause, the Licensee, at the discretion of the Town Manager, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Town Manager shall render a written decision on all claims within 30 Business Days of receipt of the Licensee’s written claim, unless the Town Manager determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Licensee by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Town Manager shall notify the Licensee of the time within which a decision shall be rendered and the reasons for such time extension. Upon receipt of the Town Manager’s decision, the Licensee may exercise its rights in Superior Court. Pending resolution of a claim, the Licensee shall proceed diligently with the performance of the Agreement in accordance with subsection 16.3 below.

16.4 Operations during Dispute. In the event that any dispute arises between the Town and Licensee relating to this Agreement performance or compensation hereunder, Licensee shall continue to render Service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Licensee expressly recognizes the paramount right and duty of the Town to provide adequate Services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona unless Licensee will otherwise suffer irreparable damage due to anticipated length of time to pursue such negotiation and mediation,. If mediation fails, Licensee shall present the matter to a court in Arizona, after first complying with the provisions of Section 16.2 of this Agreement. Notwithstanding the other provisions in this subsection, the Town reserves the right to terminate this Agreement at any time whenever the Service provided by Licensee substantially fails to meet the reasonable standards of the trade (which shall be considered a Material Breach), after the Town provides written notice to Licensee pursuant to Section 20.1 of this Agreement and otherwise complies with the requirements of Section 20 of this Agreement pertaining to a Material Breach. Upon termination, and subject to the requirements of Section 20 of this Agreement, the Town may call the Performance Bond and apply the cash and surety bond for the cost of service in excess of that charged to the Town by the firm engaged for the balance of the Agreement period.

17. Force Majeure. Except for any payment obligation by either party, if the Town or Licensee is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which

compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Licensee to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Licensee from performing any of its obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Licensee, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence and extremely abnormal and excessively inclement weather, acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities, strikes, compliance with governmental orders or other requirements of Applicable Law, suspension, termination or interruption of utilities necessary to the operation of either the disposal facility or the recycling facility (a "Force Majeure Event"). In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the Force Majeure Event and shall further be required to use its best efforts to cure the Force Majeure Event. If Licensee is required to incur additional expenses in performing its obligations during a Force Majeure Event or thereafter as a result of damages caused by the Force Majeure Event, then the parties agree to modify this Agreement as appropriate under the circumstances in order to enable Licensee to recover those expenses.

18. Indemnification. To the fullest extent permitted by law, the Licensee, as Indemnitor, shall indemnify, defend and hold the Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life or loss or damage to property or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Licensee's performance of its obligations pursuant to the terms of this Agreement to the extent; (1) caused by the negligent or willful acts or omissions of Licensees, its owners, officers, directors, employees, subcontractors or agents; or (2) alleged and resulting from the breach of this Agreement by Licensee. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or otherwise arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances except for Claims arising from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Licensee will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

19. Insurance.

19.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Licensee. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required

insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Licensee's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or Services of Licensee. Licensee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Licensee shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Licensee shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Licensee. Licensee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Licensee will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Licensee's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Licensee's work or Services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Licensee's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically



include the following provisions:

1. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

b. Auto Liability - Under ISO Form CA 20 48 or equivalent.

c. Excess Liability - Follow Form to underlying insurance.

2. Licensee's insurance shall be primary insurance as respects performance of the Agreement.

3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Licensee under this Agreement.

4. A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 19.2 Required Insurance Coverage.

A. Commercial General Liability. Licensee shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Licensees, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Licensee shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on Licensee's owned, hired and non- owned vehicles assigned to or used in the performance of the Licensee's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or

equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Licensee shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

19.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 calendar days’ prior, written notice to the Town.

20. Termination; Cancellation.

20.1 By the Town for Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Licensee which has not been remedied within 30 days after receipt of written notice from the Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Licensee has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 90 days), the Town, may if such breach or default is continuing, terminate this Agreement upon written notice to the Licensee. The following events shall, without limitation, constitute a “Material Breach” or a “Material Default” by Licensee for purposes of this Section: (i) Licensee has abandoned, as hereinafter defined, the performance of collection services for a period of five consecutive calendar days unless caused by event of Force Majeure. As used herein, the term “abandon” shall refer to voluntary cessation of performance of collection service; (ii) if the Licensee’s hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State regulations regarding the handling of hazardous waste; (iii) if Licensee is not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing; (iv) the default by Licensee with respect to any obligation to any third party pertaining to the Licensee or to collection services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Licensee, to assume control of the Licensee or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Licensee, but only if such default materially interferes with or prevents Licensee’s performance under the terms of this Agreement; and (v) failure to perform the Services promised in Exhibits A, B and C.

A. Failure to Cure. If the Licensee shall fail to cure its Material Breach or Material Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice (a “Notice of Termination”). In such case, the Licensee shall not be entitled to receive further payment for Services rendered from the effective date of the Notice of Termination.

B. Notice of Termination. Upon receipt of Notice of Termination, Licensee shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required under the terms of Agreement whether completed or in process.

C. Town's Right to Mitigate. In addition, the Town may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in the Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by the Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Licensee. In case the damages and expenses so incurred by the Town shall exceed the unpaid balance, then Licensee shall be liable and shall pay to the Town the amount of such excess.

D. Licensee Not in Breach. If after Notice of Termination it is determined for any reason that Licensee was not in Material Breach or Material Default, then the rights and obligations of the Town and the Licensee shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause set forth in subsection 1.A of this Section.

20.2 For Town's and Licensee's Convenience. This Agreement is for the convenience of the Town and Licensee and, as such, may be terminated without cause after receipt by the non-terminating party of written notice by the other. In the case of termination by the Town, an adjustment shall be made to the Licensee, for the revenue Licensee would otherwise have received for Services performed through the date of termination. Subject to the foregoing sentence, termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Licensee or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders. Licensee shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Licensee and Town expressly waive any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the other's election to terminate this contract in whole or in part for its convenience.

20.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Licensee in the event that the Services are permanently abandoned.

20.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligation by the Town or any of its departments or agencies, other than payment by the individual subscribers for Services performed through the date of termination if permitted by Applicable Law, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

20.5 Gratuities. The Town may, by written notice to the Licensee, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Licensee or any agent or representative of the Licensee to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Licensee an amount equal to 150% of the gratuity.

20.6 By Licensee For Cause. In the event there should occur any breach in the performance of any covenant or obligation of the Town which has not been remedied within 30 days after receipt of written notice from the Licensee specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Town has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 180 days), the Licensee, may if such breach or default is continuing, terminate this Agreement upon written notice to the Town. The following events shall, without limitation, constitute a breach by the Town for purposes of this

Section: (i) the failure of the Town to pay amounts owed by the Town itself to the Licensee under the terms of this Agreement within 45 days after such amounts become finally due and payable; or (ii) if the Town shall have filed, or consented by answer or otherwise, to the following against it of a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take official action for the purpose of any of the foregoing. If the Town shall fail to cure its breach as specified in subsection 20.6 hereof, the Licensee may terminate this Agreement upon thirty days written notice. In such case, the Town shall not be entitled to receive further payment from the Licensee from the effective date of the Licensee's notice of termination.

21. Miscellaneous.

21.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

21.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

21.3 Further Assurance. Licensee and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

21.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

21.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

21.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

21.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

21.8 Independent Contractor. The Licensee acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Licensee, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Licensee, its employees or subcontractors. The Licensee and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Licensee meets the requirements of its agreed scope of work. Licensee is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and Licensee do not intend to nor will they combine

business operations under this Agreement.

21.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Licensee.

21.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

21.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

21.12 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

21.13 Assignment. No right or interest in this Agreement shall be assigned by Licensee without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Licensee shall be made without prior, written permission of the Town signed by the Town Manager, which will not be unreasonably withheld. Any attempted assignment or delegation by Licensee in violation of this provision shall be a breach of this Agreement by Licensee. The Agreement may be assigned for the purpose of financing after notification of the terms of such assignment to the Town Manager or authorized designee. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

21.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Licensee of its liability under this Agreement. In the event Licensee elects to use any subcontractors, this does not relieve Licensee from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

21.15 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the Town or Licensee of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town or the Licensee to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for Services, shall not release the other party from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the

Town or Licensee to insist upon the strict performance of this Agreement.

21.16 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

21.17 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

21.18 Notices and Requests. Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) personally delivered to the party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (iii) given to a recognized and reputable overnight delivery service, to the address set forth below; or (iv) delivered by facsimile transmission to the number set forth below:

If to Town:                      Town Manager  
   Town of Paradise Valley  
   6401 E. Lincoln Drive  
   Paradise Valley, AZ 85253

With a copy to:                Town Attorney  
   Town of Paradise Valley  
   6401 E. Lincoln Drive  
   Paradise Valley, AZ 85253

If to Licensee:                \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
  
   Facsimile: \_\_\_\_\_  
   Attn: \_\_\_\_\_

or at such other address and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three Business Days after being placed in the U.S. Mail, properly addressed, by registered or certified mail, with sufficient postage, (iii) the following Business Day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following Business Day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

21.19 Confidentiality of Records. The Licensee shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its

records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Licensee's duties under this Agreement unless compelled to do such by subpoena, court order or Applicable Law. Persons requesting such information should be referred to the Town. Licensee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Licensee as needed for the performance of duties under this Agreement unless compelled to do such by subpoena, court order, or Applicable Law.

21.20 Records and Audit Rights. Licensee's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Licensee and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Licensee and its subcontractors are complying with the warranty under subsection 21.21 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Licensee's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Licensee's and its subcontractors' compliance with the Arizona E-verify employer sanctions laws referenced in subsection 21.21 below. To the extent necessary for the Town to audit the Records as set forth in this subsection, Licensee and its subcontractors hereby waive any rights to keep such Records confidential as between each other, although confidential treatment may be requested as to third parties as provided in Exhibit C. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Licensee pursuant to this Agreement. Licensee and its subcontractor shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Licensee or its subcontractors reasonable advance notice of intended audits. Licensee shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

21.21 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Licensee and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Licensee's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

21.22 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Licensee's Proposal, the documents shall govern in the order listed above.

21.23 Applicable Law Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Maricopa County.

21.24 Israel Boycott. Licensee acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal Term, participating in a boycott of Israel. Licensee warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed the affidavit attached as Exhibit D as assurance to the Town.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“Town”**

Town of Paradise Valley, an Arizona  
municipal corporation

**“Licensee”**

\_\_\_\_\_  
By: Kevin Burke, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to From:

By: Tricia Ponce de Leon  
Name: Tricia Ponce de Leon  
Its: General Manager

\_\_\_\_\_  
Andrew Miller, Town Attorney

(ACKNOWLEDGEMENTS)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the corporation.

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_



EXHIBIT A  
TO  
LICENSE AGREEMENT BETWEEN  
ALLIED WASTE TRANSPORTATION, INC.,  
AN INDIRECTLY OWNED SUBSIDIARY OF REPUBLIC SERVICES, INC.  
AND  
THE TOWN OF PARADISE VALLEY  
REQUEST FOR PROPOSALS

EXHIBIT B  
TO  
LICENSE AGREEMENT BETWEEN  
ALLIED WASTE TRANSPORTATION, INC.,  
AN INDIRECTLY OWNED SUBSIDIARY OF REPUBLIC SERVICES, INC.  
AND  
THE TOWN OF PARADISE VALLEY

Allied Waste  
Transportation Inc.,  
September 6, 2017  
Response to Town RFP

See following pages.

EXHIBIT C  
TO  
LICENSE AGREEMENT BETWEEN  
ALLIED WASTE TRANSPORTATION, INC.,  
A WHOLLY OWNED SUBSIDIARY OF REPUBLIC SERVICES, INC.  
AND  
THE TOWN OF PARADISE VALLEY

SCOPE OF WORK INCLUDING  
AMENDMENTS AND/OR ADDITIONS  
TO EXHIBIT B

See following page(s).

**MUTUALLY AGREED UPON SCOPE OF WORK AND ASSOCIATED  
TERMS AND CONDITIONS**

**PERTAINING TO THE SEPTEMBER 6, 2017 SUBMITTED  
PROPOSAL BY ALLIED WASTE TRANSPORTATION, INC. AN  
INDIRECTLY OWNED SUBSIDIARY OF REPUBLIC SERVICES.  
INC.**

**Scope of Work**

Licensee shall provide exclusive residential solid waste and recycling collection and hauling services for the Town, as further specified in the Agreement, and subject to its limitations.

**General Terms and Conditions Applicable to the Scope of Work**

- I. All vehicles shall be of Compressed Natural Gas (CNG) with the exception of any small (less than 12' in length, by 8' in height and at or under six cubic yards) unit for purposes of collecting on hillside or narrow collection points.
- II. All carts (96 Gallon collection bins) shall be new upon commencement of the contract for each customer.
- III. Call center hours shall be maintained from 4:00 a.m. – 7:00 p.m. Arizona Time
- IV. Allied Waste shall provide a mobile app that allows customers to enroll, pay their bill and report problems with service.
- V. Paradise Valley Customers shall have the ability to pay by cash, check or credit card.
- VI. Failed or missed collections reported before 11 a.m. shall be retrieved the same day. Otherwise collections shall be within 24 hours of reported time.
- VII. Allied Waste shall install and operate video cameras and recordings on each vehicle operating in the Town. This will help confirm or dispute complaints including missed collections.
- VIII. Allied Waste shall have Geographic Position Systems (GPS) on each vehicle collecting in the Town so as to provide time and location of collections within the Town to aid in resolving complaints and performing licensed services.
- IX. Allied Waste to provide, either themselves or through a third party, annual Household Hazardous Waste collection consistent with the RFP as well as annual Christmas Tree collection and semi-annual shredding events.
- X. Allied Waste shall honor the pricing terms and contract services terms of any contract for residential trash and recycling collection and disposal service entered into prior to July 1, 2017, from and after the date the contract is provided to Allied Waste, through the end of the Initial Term of this Agreement (regardless of whether such contract expires by its terms prior to the end of the Initial Term) as if Allied Waste were the specified contract provider (a.k.a. "Most Favored Nation"). This shall apply to individuals or Home Owners Associations ("HOAs"). Said contract must stipulate contracted services (such a frequency, size of collection container, etc.) and price for the entire contract period. If the pricing terms of such a Most Favored Nation contract do not prohibit rate adjustments, Allied Waste may increase the rates for such individuals and HOAs by three-and-a-half percent (3.5%) annually (based on the prior year's rates), effective July 1 of each year; the first such percentage increase to take effect on July 1, 2018; but at no point shall the adjusted price exceed the negotiated prices set forth in this agreement. At the end of the Initial Term, the customer shall move to the rate specified in this Agreement for selected services. Further, any HOA may remain with their contracted provider up to the third anniversary of the Commencement date consistent with the terms of the RFP.

- XI. The 2018 – 2019 pricing for Basic Service shall be consistent with the Alternate Proposal provided by Republic in Exhibit B in that Base Service, including HHW, Shredding and Christmas tree collections, shall be priced at 17.84 per month. Rate adjustments for the following six years may increase no more than 3.5%. Therefore, anticipated rate shall be no more than”
- a. July 2018 – June 2019 = \$17.84
  - b. July 2019 – June 2020 = \$18.46
  - c. July 2020 – June 2021 = \$19.11
  - d. July 2021 – June 2022 = \$19.78
  - e. July 2022 – June 2023 = \$20.47
  - f. July 2023 – June 2024 = \$21.19
  - g. July 2024 – June 2025 = \$21.93
- XII. All other pricing shall increase by no more than 3.5% per year subsequent to year 1 pricing in the submitted RFP unless otherwise modified in this exhibit. In the event that the change in the Water, Sewer Trash Index equals zero or below during the most recent March through the end of February twelve-month time period for which monthly Index numbers have been published, no rate increase will occur in the applicable fiscal year. For the sake of clarity and by way of example, the Index look-back period for pricing to be effective in July 2019 would be the increase in the Index from March 2018 through February 2019, assuming that an Index number has been published for all twelve of these months.
- XIII. Pricing for a second and additional 96 gallon container shall be reduced to \$5 per month regardless of Basic or Standard subscription.
- XIV. Pricing for Back-Door service shall be reduced to \$25 per month for Basic Service and \$50 per month for Standard Service.
- XV. Allied Waste shall provide an employee full time at the Paradise Valley Town Hall for a period of one week for enrollment and question and answer. Said week shall be mutually agreed upon by both parties but not later than June 1, 2018. Thereafter a dedicated phone number shall be provided through the term of the contract for Paradise Valley residents to call for sign-up and service related questions. Lastly, Allied Waste shall provide an office location for residents to visit for customer service.

**Other Contract Terms and Conditions, Including Terms and Conditions Applicable to Unacceptable Waste (“Other Contract Terms”)**

**1. Additional Definitions.**

- a. Applicable Law. “Applicable Law” means any applicable law (whether statutory or common), including ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority having jurisdiction.
- b. Unacceptable Waste. “Unacceptable Waste” means Hazardous Waste (not including Household Special (Hazardous) Waste) and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste, with the exception of Household Special (Hazardous) Waste dropped off or otherwise provided to Contractor at the annual HHW event that is included in the Services. Bulky Waste is also Unacceptable Waste.

- c. Hazardous Waste. “Hazardous Waste” means, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
  - d. Household Special (Hazardous) Waste or HHW. “Household Special (Hazardous) Waste” or “HHW” means waste that is both: (1) waste considered “household hazardous waste” by the United States Environmental Protection Agency or any state agency pursuant to RCRA, including but not limited to paints, cleaners, oils, batteries, pesticides and circuit boards, and including future amendments thereto; and (2) identified in Section 4.3.7 of Licensee’s Proposal as Household Special (Hazardous) Waste that will be accepted by Licensee.
  - e. Recyclable Material. “Recyclable Material” means any material or substance listed in section 4.3.5(A) of the RFP found in Exhibit A.
  - f. Solid Waste. “Solid Waste” means any nonhazardous solid waste that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.
  - g. Bulky Waste. “Bulky Waste” means any Solid Waste that does not fit in a ninety-five (95) gallon container
2. **Title to Waste.** Licensee shall acquire title to Waste Materials when they are loaded into Licensee’s truck or, if Licensee is providing disposal services only and not collection services, when they are delivered to Licensee’s premises. Title to and liability for any Unacceptable Waste shall remain with the generator and shall at no time pass to Licensee. Deposit of any Unacceptable Waste at any Licensee facility shall not be deemed to vest title to any Unacceptable Waste in Licensee. If title is deemed vested in Licensee, Licensee shall have the right to revoke acceptance of any waste at any time such waste is discovered to be or contains Unacceptable Waste.
3. **Right to Reject/Refuse Unacceptable Waste.** Licensee may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Licensee, Licensee may refuse to collect the entire container of waste. In such situations, Licensee shall contact the Town and the Town shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Licensee before it is collected, Licensee may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The Town shall provide all reasonable assistance to Licensee to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Licensee in collecting from the generator or depositor the costs incurred by Licensee in connection with the Unacceptable Waste. Subject to the Town providing reasonable assistance to Licensee as set forth herein, Licensee shall release the Town from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to the Town.

4. **Responsibility for Equipment/Access.** Any equipment Licensee furnishes shall remain Licensee's property.
5. **Confidentiality.** Parties will not, without the prior written consent to the other, either (a) disclose the other's proprietary or commercially sensitive information ("Confidential Information") to anyone other than those officers, employees, agents, or subcontractors who need to know it in connection with performance of this Agreement and have agreed to be bound by these obligations of confidentiality or (b) use the other's Additional Confidential Information for any purpose other than performance of this Agreement. For purposes of this Agreement, all data, maps, reports, drawings, specifications, records, technical information, and computer programs/software concerning Town's operations, processes or equipment which are provided by Town or acquired or handled by Licensee in connection with this Agreement shall be deemed Additional Confidential Information of the Town. Similarly, all data, maps, reports, drawings, specifications, records, technical information, information relating to Licensee's employees, information relating to Licensee's safety and accident prevention programs, information about Licensee's accident and safety record, Licensee's personnel policies or procedures, and computer program/software concerning its operations, processes or equipment which are provided by Licensee or acquired or handled by Town in connection with this Agreement shall be deemed Additional Confidential Information of Licensee. Notwithstanding the foregoing, no material provided by Town for disposal or recycling shall be considered Additional Confidential Information.

Nothing in this Agreement shall prevent a Party from disclosing to others or using in any manner information which the Party wishing to make disclosure can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of such Party or their agents and employees;
- (b) Has been furnished or made known to such Party w by third parties (other than those acting directly for or on behalf of the Party as a matter of legal right without restrictions on its disclosure;
- (c) Was in the disclosing Party's possession prior to the disclosure thereof to them by the non-disclosing Parry; and/or
- (d) Is required by any Applicable Law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.

A Party shall give immediate written notice to the other Party if such Party is required by subpoena, court or administrative order (an "Order") to disclose any of the information deemed by this Agreement to be the confidential and/or proprietary information of the other Party. Upon receipt of same, the Party whose information may be the subject of the Order expressly reserves the right to interpose all objections it may have to the disclosure of its information. The foregoing obligation shall survive the termination or expiration of this Agreement and shall continue until a specific written release is given by the disclosing Party.

6. **Survival of Other Contract Terms.** The Other Contract Terms set out in this exhibit shall survive termination of this Agreement.



EXHIBIT D  
TO  
LICENSE AGREEMENT BETWEEN  
ALLIED WASTE TRANSPORTATION, INC.,  
A WHOLLY OWNED SUBSIDIARY OF REPUBLIC SERVICES, INC.  
AND  
THE TOWN OF PARADISE VALLEY

AFFIDAVIT RE  
ISRAEL BOYCOTT

See following page(s).

***ATTACH THE COMPLETED AFFIDAVIT [SEE SAMPLE ON FOLLOWING PAGES]***

## AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned prior to the Town of Paradise Valley entering into any contract in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:

(a) together with other investors that are not subject to this section.

(b) that are held in an index fund.

5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

### **You must select one of the following:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my response will become public record.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of Paradise Valley's action based upon reliance on the above representations, including the

**Town of Paradise Valley**  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253-4328  
[www.paradisevalleyaz.gov](http://www.paradisevalleyaz.gov)



**Request for Proposals (RFP)**  
**RFP – 17-053-TMG**  
**for**  
**Solid Waste, Recycling, and Specialty Waste Collection**  
**and Disposal Services**

**RFP ISSUED**  
July 6, 2017  
Revised July 13, 2017

**RESPONSES DUE BY**  
September 6, 2017 at 3:00 PM

**TOWN PROJECT MANAGERS**

Duncan Miller, Town Clerk  
[dmiller@paradisevalleyaz.gov](mailto:dmiller@paradisevalleyaz.gov)  
Kevin Burke, Town Manager  
[kburke@paradisevalleyaz.gov](mailto:kburke@paradisevalleyaz.gov)  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, AZ 85253

**TOWN OF PARADISE VALLEY  
SOLID WASTE, RECYCLING, AND SPECIALTY WASTE COLLECTION  
AND DISPOSAL SERVICES**

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## **SECTION 1 – INTRODUCTION & BACKGROUND**

### **1.1 Introduction**

The Town of Paradise Valley (“Town” or “PV”) issues this Request for Proposal (RFP) pertaining to solid waste, recycling, specialty waste collection and disposal services. The Town seeks to license a single service provider (“Licensee”) for the aforementioned services to residential units in the Town. This RFP excludes collection of manure/large animal waste, and services for commercial units, such as hotels, resorts, construction sites, and offices.

Trash haulers submitting a proposal (each a “Proposer” and collectively “Proposers”) must provide a proposal that meets all requirement of this RFP by the time and date noted on the cover. The RFP selected by the Town shall enter into a license agreement (“License Agreement”) verifying all of the terms of the successful proposal.

### **1.2 Background**

The Town of Paradise Valley lies in central Maricopa County between Phoenix and Scottsdale. Paradise Valley was incorporated as a Town on May 24, 1961. Today, the Town is still a small residential community of 16 square miles, with a 2010 Census population of 12,820 and approximately 5,600 homes. Although the Town is conveniently located between two large municipalities – the City of Scottsdale to the east and the City of Phoenix to the west – it continues to maintain its unique residential character that strictly enforces the vision described in the Town's General Plan. Residents enjoy and appreciate the peaceful and quiet surroundings, the open space, the dark nighttime sky and the unobstructed views of prominent geographical features – the Phoenix Mountain Preserve, Camelback Mountain, Mummy Mountain and the Indian Bend Wash. Paradise Valley is also home to nine world class resorts that offer numerous recreational opportunities such as golf and tennis, as well as some of the finest dining in the area.

Currently the Town of Paradise Valley licenses five solid waste providers (each a “Provider,” and collectively “Providers”). Any trash hauler may seek licensure by meeting the provisions of Article 8-3-2 of the Town Code. PV residents may contract with any of the five Providers to receive service of which the frequency, scope of services and associated fee are negotiated between the customer and the Provider. As a result, many Town residents have very customized services to meet their unique residential situation. The Town does allow for home owners associations (HOA) to contract with a single Provider for collection of those residential units within a HOA.

## **SECTION 2 – DESCRIPTION & GOALS**

The Town is requesting this proposal in an effort to achieve several goals associated with solid waste, recycling, and specialty waste collection and disposal. These include:

- 2.1 Reduction of Trash Trucks on Residential Streets** – The weight, size and frequency of trash trucks results in numerous negative impacts including wear and tear on Town

owned and private streets; daily noise issues associated with high idles and back-up alarms, and potential conflicts with pedestrian, bicyclists and smaller vehicles on tight residential streets. There are periodic conflicts as passenger vehicles become impatient and try to pass trash trucks on narrow residential streets. All of these impacts are mitigated by reducing trucks on residential streets but are individual goals as well.

- 2.2 Reduction in Number of Collection Vehicles and Days of Collection – Currently the Town is divided into two collection districts. The five licensed Providers pick-up trash in district 1 on Mondays and Thursdays and in district 2 on Tuesdays and Fridays. Having multiple Providers results in inefficiencies, noise, and increased wear and tear on streets. Consolidation into a single licensed hauler that could service the entire Town in one day would address these goals.
- 2.3 Reduce Noise – Elevated idle speeds necessary to lift bins creates distinct unwanted noise. Including operation-at-idle technology has the opportunity to reduce said noise. Further, back-up alarms required for commercial vehicles are often activated when trucks negotiate PV’s narrow streets. This again creates unwanted noise. Use of “smart back-up alarm” technology that senses the ambient noise level and adjusts accordingly can reduce noise.
- 2.4 Price Competitively – By licensing a single hauler for all residential pick-up, the Town seeks to achieve economies of scale that should significantly reduce individual prices.
- 2.5 Maintain a High Level of Customer Service – Because each collection service contract is currently negotiated individually, PV residents are able to achieve high customer service. If not, they may contract with a new Provider. Town seeks to maintain this level of customer service in a single hauler environment.
- 2.6 Reduce Impacts on Streets – Research shows that each trip of a loaded trash truck is the equivalent of 1,000 to 1,300 light vehicles. The Town has witnessed and repaired real damage from trash trucks as they turn in cul-de-sacs and from operations during high temperatures. Reducing the impact of trash trucks is a key goal of licensing a single hauler.
- 2.7 Maximize Efficiency – With five licensed Providers in Paradise Valley, there is great variation in the distance between customers. This leads to variable speeds between pick-ups; the purchase, maintenance and employment of drivers for multiple trucks to service the same area; and excess use of fuel and resulting emissions. A single Licensee should provide better stewardship of precious resources for all parties.

## **SECTION 3 – SCOPE OF WORK**

### **3.1 Basic Service**

All Proposers shall offer and price (see 4.5) a “Basic Service” that consists of:

- A. Once-per-week curbside solid waste collection. Day of the week for collection to be negotiated between the Licensee and Town upon award;
- B. Once-per-week curbside recycling service that collects those materials listed in 4.3.5 below;
- C. Solid waste and recycle collection shall be on the same day;

- D. Licensee shall obtain the necessary waiver of twice-per-week collection from the Maricopa County Health Department;
- E. Provide a single 96 gallon (or equivalent) solid waste receptacle. The Licensee shall retain ownership of the bin. There shall be no additional charge for the receptacle or a receptacle delivery fee. Licensee shall propose a program as part of this RFP for conditions that warrant a no-cost bin replacement. (Note: all subscribers shall be required to use standardized receptacles for automated collection.)
- F. Provide a single 96 gallon (or equivalent) recycle receptacle. The Licensee shall retain ownership of the bin. There shall be no additional charge for the receptacle or a receptacle delivery fee. Licensee shall propose a program as part of this RFP for conditions that warrant a no-cost bin replacement. (Note: all subscribers shall be required to use standardized receptacles for automated collection.)
- G. Subscribers to Basic Service shall also have access to all Special Collection Services found in 3.4 below.

### **3.2 Standard Service**

All Proposers shall offer and price (see 4.5) a “Standard Service” that consists of:

- A. Twice-per-week curbside solid waste collection. Days of the week for collection to be negotiated between the Licensee and Town upon award;
- B. Once-per-week curbside recycling service that collects those materials listed in 4.3.5 below;
- C. Recycle collection shall be on the first pick-up day of the week;
- D. Provide a single 96 gallon (or equivalent) solid waste receptacle/bin. The Licensee shall retain ownership of the bin. There shall be no additional charge for the receptacle or a receptacle delivery fee. Licensee shall propose a program as part of this RFP for conditions that warrant a no-cost bin replacement. (Note: all subscribers shall be required to use standardized receptacles for automated collection.)
- E. Provide a single 96 gallon (or equivalent) recycle receptacle/bin. The Licensee shall retain ownership of the bin. There shall be no additional charge for the receptacle or a receptacle delivery fee. Licensee shall propose a program as part of this RFP for conditions that warrant a no-cost bin replacement. (Note: all subscribers shall be required to use standardized receptacles for automated collection.)
- F. Subscribers to “Standard Service” shall have access to all Special Collection Services found in 3.4 below.

### **3.3 Additional Services**

All Proposers shall offer and price (see 4.5) all of the following additional services that would be available to any PV resident upon subscription:

- A. Additional 96 gallon receptacles;
- B. Dumpsters – Residential Only (not construction)
  - a. 2 yard
  - b. 4 yard

- c. 6 yard
- C. “Walk Up Service” – This service would require the Licensee to retrieve all solid waste and/or recycle receptacles from the residence (designated storage location) and bring to the collection vehicle. This could include the ability to drive the truck upon the driveway if approved by the subscriber. Pricing shall be a standard fee based on an average distance from the street to the receptacle per 96 gallon receptacle.
- D. ~~Additional Pick-up – Propose a price assuming an additional pick up of receptacles is already part of the Basic Service or Standard Service subscription. This service~~  
~~Subscribers would only be allowed one additional pick-up per month, and/or one additional pick-up per week in the month of December, on a day of the week mutually agreed upon by the Town and Licensee upon award of the license.~~  
**Additional Pick-up - This service would permit Subscribers to request one additional pickup per week in December and one additional pick up during the rest of the year (i.e. four additional pickups in December and one additional pickup out of the other 11 months). Additional pickups would occur on a day of the week mutually agreed upon by the Town and Licensee upon award of the license. Propose a per-pickup fee that would be added to the Subscribers bill for the month the service is provided. In order to achieve the goal of limited truck traffic on residential streets, this service is discouraged. Additional containers preferred.**
- E. Diversion Program– Propose a program to encourage reduction of waste creation, diversion of recyclables from landfills, and prevention of disposing household hazardous waste in curbside receptacles.
- F. Access to Local Disposal Facility - All subscribers shall have access to drop-off service at transfer station or local disposal facility owned, operated, or utilized by the Proposer (unless prohibited by the disposal facility’s operation agreement) at the established rate-per-ton fee. If proposer does not own or operate a local disposal facility it does not disqualify the proposal but it is taken into consideration under Method of Approach.
- G. Concierge Service – Licensee may provide other services requested by the subscriber that are not inconsistent with Article 8-3 of the Town Code. Any negotiated Concierge Service must be approved by the Town who will evaluate it against the goals stated in Section 2. An additional fee may be charged for the service negotiated between the Licensee and subscriber.

### 3.4 Special Collection Services

- A. Household Special (Hazardous) Waste (“HHW”) – Propose an annual HHW program to be hosted at the Town municipal campus (6401 E. Lincoln Drive) as a bid option included within the pricing of Basic and Standard Service. Specify if there will be a cap on the amount of refuse material collected per subscriber or in total.
- B. Document Shredding Event – Propose a semi-annual Document Shredding event to be hosted at the Town Municipal Campus in cooperation with the PV Police Department as a bid option included in the pricing of Basic and Standard Service.



- C. Provide annual Christmas Tree curbside pick-up as a bid option included in the cost of Basic or Standard Service.

### **3.5 Billing & Customer Services**

- A. All Proposers shall be responsible for coordinating enrollment of new subscribers and termination of subscribers ending long term rental arrangements or ownership of the residential unit.
- B. All Proposers shall be responsible for collecting subscription fees associated with services provided in accordance with the License Agreement. Specify if billing shall be done monthly or quarterly. Regardless of billing cycle, subscribers must be given a 30-day payment period before a late fee can be charged. Specify if any discounts will be offered for subscribers who pay for the full year in advance.
- C. All Proposers shall offer a “suspension” status and associated pricing for subscribers wishing to suspend services for three months or greater.
- D. The Proposer shall describe their system for receiving, documenting and resolving customer complaints, problems or compliments. The system must include reasonable timelines for resolution. Said system shall include at least quarterly reporting of this information to the designated contact person of the Town.
- E. Annually, Proposer shall conduct a subscriber survey measuring satisfaction with the services provided. Said survey may be through billings, website, phone calls or other method approved by the Town and have a participation rate of at least 20%.
- F. Proposer shall meet not less than annually with the Town to discuss a plan of action for addressing customer service complaints and customer satisfaction survey results.

#### **3.6.1 Additional Conditions**

All Proposers shall agree to have their drivers meet semi-annually with the Paradise Valley Police Department to share and receive information and observations associated with Community Policing.

### **3.7 Contract Term**

- A. Proposer shall provide separate pricing for: an initial contract term of three (3) years with the opportunity for two (2) one (1) year extensions: and an initial contract term of five (5) years with the opportunity for three (3) one (1) year extensions.
- B. Proposer shall provide pricing for each year. Pricing for years 2-3 and 2-5 may be a percentage linked to an index or a specific dollar amount. See price sheet, Form 5, for more details.
- C. Pricing for each one (1) year extension shall be negotiated by the Town and the successful Licensee any time after the commencement of the final year of the initial contract.
- D. Among other factors, contract extensions shall be based upon satisfactory customer survey scores, as determined solely by the Town.

### **3.8 Contracts with Homeowners Associations**

In order to minimize disruption to existing solid waste contracts between homeowner's associations and their residents, some areas within the Town may be provided service at a later date. It would be the Town's intention to phase out HOA contracts upon expiration of their contract term or 3 years, whichever comes first.

The Town does not maintain a list of those HOA's with a contract for service. For proposing purposes, assume 1,000 homes are in some sort of collection contract that may phase out over three years.

## **SECTION 4 — SUBMITTAL FORM, CONTENT, AND EVALUATION CRITERIA**

The Town will select a Licensee through a 1,000-point scale based on the criteria below. Firms interested in providing these services must submit a written proposal that addresses the following items:

### **4.1 General Information (100 Points)**

#### **4.1.1. Letter of Intent**

The proposal shall be transmitted with a cover letter describing the firm's interest and commitment to provide the services requested in this RFP.

- A. The letter shall state that the proposal shall be binding for a 180-day period from the opening date as specified in this RFP.
- B. It shall include the name, title, address, telephone number, and email address of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the firm to negotiate a contract with the Town shall sign the cover letter.
- C. It shall include a statement as to the accuracy and completeness of the RFP: "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts."

Address the cover letter as follows:

Town of Paradise Valley  
Attn: Duncan Miller, Town Clerk  
6401 East Lincoln Drive  
Paradise Valley, AZ 85253

#### **4.1.2 Statement of Organization**

The Proposer shall complete Form 1. Proposers shall supply additional information that will assist the Town in understanding the legal organization of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company. State that the Proposer is authorized to do business in the State of Arizona.

#### **4.1.3 Disclosure of Preclusion from Participating in Public Procurement**

If the firm, business or person submitting this proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the proposal. The Proposer shall include a letter with its proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. Proposer shall disclose this information or state that such status is non-applicable on Form 1 or as an attachment thereto.

#### **4.1.4 Financial Statement**

Proposer shall furnish, as an attachment to Form 1 in a separate sealed envelope marked "Confidential" a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two (2) years.

#### **4.1.5 Litigation, Regulatory Actions, and Payment of Liquidated Damages History**

Proposer shall describe, as an attachment to Form 1, all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past ten (10) years against key personnel, Proposer, Proposer's subcontractor(s), and all subsidiaries owned by Proposer. List the amount of liquidated damages paid, the name of the jurisdiction or party to which damages were paid, and the event(s) that triggered the damages.

#### **4.1.6 Compliance Records**

In addition to the compliance information provided in response to other sections of this RFP, Proposer shall submit, as an attachment to Form 1, copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that the Proposer and

Proposer's subcontractor(s) received in the past five years (5) from public agencies for vehicles and other equipment, and vehicle staging, maintenance, processing, transfer, and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractor(s), or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractor(s), Proposer's parent company and subsidiaries, to public agencies in the past five (5) years.

#### **4.1.7 Certificate of Insurability**

Proposer shall complete Form 2. Failure to complete Form 2 may result in rejection of the proposal.

#### **4.1.8 Acknowledgement of Addendums**

Proposer must complete Form 3. Failure to acknowledge all addendums may result in rejection of the proposal.

### **4.2 Experience and Qualifications (200 Points)**

#### **4.2.1 Experience**

Proposer must complete Form 4. Proposers are permitted to supply additional information that will assist the Town in understanding the Proposer's experience particularly with regard to serving as a municipality's exclusive Licensee. Also describe how the Proposer has previously handled or would handle the procurement of personnel, training of personnel, transition of billing and fee collection services, determination of routes and operating procedures, delivery of containers, public education, and the preparation of procedures to ensure a smooth transition from one service Provider to another and one type of service to another.

#### **4.2.2 Key Personnel**

Proposer shall provide an organization chart, as an attachment to Form 4, for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. Provide résumés, names, and phone numbers of municipal references of the key proposed management team members. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager or other personnel that will have regular contact with the Town.

#### **4.2.3 Statement of Independence**

The Proposer shall list and describe, as an attachment to Form 4, the Proposer's, or the Proposer's subcontractor's, professional relationships involving the Town or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to

performing the services sought in this RFP. Additionally, the Proposer shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of the License Agreement.

#### **4.3 Method of Approach (300 Points)**

Proposers shall provide the following information on Form 5, consistent with the goals and services listed in Sections 2 and 3:

##### **4.3.1. Description of Vehicles and Collection Equipment (attach to Form 5)**

- A. Proposer shall demonstrate their ability to meet the vehicle and collection equipment requirements provided for in Town Code Section 8-3-6 Vehicle Requirements and subsection B below. Proposer shall describe the collection equipment that will be used to perform services and describe how the Proposer plans to access all properties in Town including hillside properties with steep grades and narrow roads.
- B. Proposer shall specify the number of collection vehicles, make, model, age, description of equipment, and materials to be collected via the vehicle. If the Proposer is awarded the License Agreement, the maximum age of a collection vehicle shall be Model Year 2007 and each vehicle shall be equipped with “operation-at-idle” and “smart back-up” technology. Proposer shall commit to meeting this requirement. Proposer shall identify if the collection service will be performed with one-person or two-person crews.

##### **4.3.2 Collection Route Schedules and Maps**

- A. Proposer shall include, as an attachment to Form 5, a proposed route schedule and maps for collection of Basic Service and Standard Service assuming every other residential unit is a subscriber to Basic Service and the remainder are subscribers to Standard Service. Proposer may offer alternative ways in which to divide the Town into two collection districts to improve efficiencies. However, it is desirable that the entire Town be serviced in a single day.
- B. Proposer shall provide a plan for missed collection due to holidays, storms, or other events.

##### **4.3.3 Disposal and Processing Contracts:**

Proposer shall provide proof of disposal and processing contracts as an attachment to Form 5. If Proposer owns the disposal and processing facilities, provide evidence in place of contracts. Proposer shall also identify if it is able to offer subscribers “drop off” service at a local disposal facility in an attachment to Form 5.

##### **4.3.4 Container Damage and Replacement**

As an attachment to Form 5, Proposer shall describe (i.e. manufacturer, capacity, color, and other specifications) the Solid Waste Containers and Recycling Containers to be purchased and provided to Basic and Standard subscribers. If requested, Proposer shall provide a sample of the Solid Waste Containers and Recycling Containers.

Proposer shall describe procedures used to minimize damage to plastic refuse and recycling containers. Also describe the protocol for damaged container replacement and when such replacement will occur at no-cost to the subscriber. Proposal shall also affirm there will be no delivery fee of the receptacle to the subscriber.

#### **4.3.5 Collection of Recycling Materials**

Proposer shall describe, on an attachment to Form 5, the method for performing residential recycling collection services.

A. Identify recyclable materials to be collected. The Town recommends:

- Aluminum cans and foil.
- Steel/tin cans
- Glass food and beverage containers (flint, amber, and green)
- Newspaper, slick paper inserts
- Magazines, paperback books
- Residential mixed paper, junk mail inserts
- Telephone books and Yellow Pages
- Cardboard (corrugated, chipboard)
- Aerosol cans
- Plastic bottles and containers (Recycling logo #1 through #6)

B. Processing Site Information. Provide the following information:

- Name, location, and description of the processing facility where recyclable materials will be handled;
- Name of owner and operator of the facility(ies) identifying if the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor;
- Contact name and phone number of the site manager;
- Term of the contract; and,
- Operating procedures particularly related to inspection and handling of hazardous materials inadvertently delivered to the facility and related to the sorting equipment used to segregate and consolidate recyclable materials.

C. Proposer shall identify all Recyclable Materials accepted by the Processing Facility. If there are Recyclable Materials not accepted by the Processing Facility

that are to be collected by the Proposer, Proposer shall explain how such material will be handled. If there are Recyclable Material accepted by the processing Facility, but not collected by the Proposer, Proposer shall explain the reason for not collecting said recyclable.

- D. Permitted and Available Processing Capacity: Proposer shall state the daily and annual permitted capacity of the facility. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the License Agreement. If the capacity guaranteed to the Town relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.
- E. Diversion Program: Proposer shall fully describe its program to encourage diversion of waste, how it will be implemented and communicated to subscribers, and how success will be measured.
- F. Import Restrictions or Fees: Proposer shall list any import restrictions, taxes, or fees that will be applicable to the receipt of the Town's recyclable materials, specifying for each tax or fee the per-ton dollar amount of such fee. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.
- G. All revenues to the Proposer from the disposal of recycled materials collected under this contract shall be the property of the proposer and calculated into the overall price of the services requested in this document.

#### **4.3.6 Residential Waste Collection**

Proposer shall provide, and an attachment to Form 5, the following information:

- Name, location, and description of the receiving facility where the solid waste will be landfilled or otherwise disposed;
- Name of owner and operator of the facility(ies) identifying if the company that owns and/or operates the facility is the same as the Proposer, a related-party entity, or subcontractor;
- Contact name and phone number of the site manager;
- Term of the contract to dispose of the solid waste in this facility; and,
- Anticipated remaining life of the landfill, in years. If life expectancy is less than 10 years, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the

development/expansion plan.

#### **4.3.7 Provision of Household Special (Hazardous) Waste and Document Shredding**

The Proposer shall describe the method for performing the events listed in Section 3.4 above directly or through a third-party contract.

#### **4.4 Billing, Customer Service, and Public Education (100 Points)**

Proposers shall provide the following:

##### **4.4.1 Billing**

The Proposer shall be responsible for billing all customers. To ensure that customers receive competent, professional, and courteous customer service, please provide, as an attachment to Form 6, the following:

- Describe how Proposer will provide for the smooth and accurate creation or transition of customer service and billing account data.
- Provide sample of customer bills and a listing of jurisdictions where Proposer currently provides billing services, including a contact name and phone number.
- Describe all acceptable payment types and methods and if a credit card convenience fee would be charged (Types and methods may include: telephone, credit cards accepted, online bill pay, smartphone app, etc).
- Describe the approach, including frequency, for performing audits of service levels and billing to ensure that all customers are being billed properly.
- Describe procedures for dealing with customer service, with regards to customer billing demands, during the transition and throughout the term of the License Agreement.
- Describe Proposer's experience with collecting on unpaid accounts in other communities where Proposer currently provides billing services.

##### **4.4.2 Customer Service Plan**

To ensure that customers receive competent, professional, and courteous customer service the Proposer shall, on an attachment to Form 6:

- Describe the location where customer service operation will be provided.
- Describe how calls will be handled and reported, how many calls can be handled per Customer Service Representative, and if any changes will be made to the current operation to accommodate the Town.
- Describe procedures to satisfactorily respond to, record, and report customer complaints. Said system shall include at least quarterly reporting of this information to the Town and a designated contact person for the Town staff.
- Describe how Proposer may conduct a statistically valid subscriber survey measuring satisfaction with the services provided. Said survey may be through billings, website, phone calls or other method approved by the Town and have a participation rate of at least 20%.



**4.4.3 Public Education and Outreach Plan**

The Town places importance on effective public communication and education. Describe Proposer's method for providing public education programs regarding recycling and handling and disposing of other types of waste.

#### **4.5 Cost Information (300 Points)**

Proposer shall provide pricing for services listed in Section 3 on Form 7. This shall represent the all-in cost to the subscriber for the service level requested. No additional fees shall be charged such as account set-up, receptacle delivery fee, etc.

### **SECTION 5 – RFP SCHEDULE AND FORMAT**

#### **Schedule**

The solicitation, receipt, evaluation of submittals, and the selection of the Licensee will conform to the following schedule. (Note: Dates are subject to change.)

RFP Issued	<b>July 6, 2017</b>
Pre-Submittal Conference-Mandatory	<b>July 12, 2017 at 10:30 AM</b>
Deadline to Receive Questions about the RFP	<b>July 24, August 7, 2017 at 3:00 PM</b>
Deadline to Receive Requests for proprietary or confidential exception to public disclosure	<b>August 30, 2017</b>
Deadline for RFP Submittal*	<b>September 6, 2017 at 3:00 PM</b>

**\* RFP Proposal due no later than 3:00 PM (Arizona Time).** to the Town of Paradise Valley Town Clerk, 6401 East Lincoln Drive, Paradise Valley, AZ 85253. **Late submittals will not be accepted.**

#### **Format**

One (1) original, five (6 5) copies, and one (1) electronic copy of the submittal shall be enclosed in a sealed package and marked as follows:

Solid Waste and Recycling Collection Services RFP  
RFP-17-053-TMG  
Attn: Duncan Miller  
Proposing Firm's Name

Proposals shall be delivered to:  
Town of Paradise Valley  
Office of the Town Clerk  
6401 E Lincoln Drive  
Paradise Valley, AZ 85253

Incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by FAX or Email shall not be accepted. There are no exceptions, even if delay was due to a third party such as a delivery service or adverse weather.

Questions regarding this RFP may be submitted via email only to the Town Project Manager.

## **SECTION 6 – PRE-SUBMITTAL CONFERENCE**

There will be a mandatory pre-submittal meeting for this RFP on July 12, 2017 at 10:30 AM (Arizona Time) in the Town Hall Boardroom, 6401 E Lincoln Drive, Paradise Valley, AZ 85253. Arrangements to participate by phone conference can be made by contacting the Town's project manager for this RFP. Please contact the Town's Project Manager (information above) regarding clarification of this document only. Additional information beyond this document will only be provided in writing to the Project Manager(s) via email.

## **SECTION 7 - SELECTION PROCESS**

A Selection Committee will review the proposals and select the most responsible and responsive Proposer whose proposal is determined to be the most advantageous to the Town, utilizing the evaluation criteria listed in Section 4 above. The top Proposers may be invited to be interviewed by the Selection Committee, and/or asked to present their proposals in person. This will not be considered or scheduled until after the Selection Committee has evaluated and ranked all qualified written proposals. Scoring of the presenting Proposers will be done on a similar 1,000-point scale as the written proposals, as outlined below:

- 1. General Information (100 Points):** The same criteria in "General Information" outlined in Section 4 above will apply. However, it may be possible that this score is higher or lower than the score given during the written evaluation. This difference in score may include, but is not limited to, such factors as clarification of points brought up in the Proposer's presentation.
- 2. Experience and Qualifications (200 Points):** The same criteria in "Experience and Qualifications" outlined in Section 4 above will apply, as well as consideration of the quality of the consultant's presentation, ability to communicate information effectively, and enthusiasm to engage the audience. This score may be higher or lower than the score given during the written evaluation. This difference in score may include, but is not limited to, such factors as clarification of points brought up in the Proposer's presentation.
- 3. Method of Approach (300 Points):** The same criteria in "Method of Approach" outlined in Section 4 above will apply. However, it may be possible that this score is higher or lower than the score given during the written evaluation. This difference in score may include, but is not limited to, such factors as clarification of points brought up in the Proposer's presentation.
- 4. Billing, Customer Service, and Public Education (100 Points):** The same criteria in "Billing, Customer Service, and Public Education" outlined in Section 4 above will apply. However, it may be possible that this score is higher or lower than the score given during the written evaluation. This difference in score may include, but is not limited to, such factors as clarification of points brought up in the Proposer's presentation.
- 5. Cost Information (300 Points):** The Town will evaluate based upon the overall 3 year and 5 year costs to the subscriber. Evaluators will also be looking for completeness (all requested services offered and priced) of the cost information.

## **SECTION 8 – TERMS AND DISCLOSURES**

### **8.1. Public Records:**

Subject to statutory limitations, all documents received by Town are considered public records and will be made available for public inspection and copying upon request after award and execution of a contract by the Town. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written documentation explaining what specifically is confidential and why. This request for a determination of whether the documents can be withheld from public disclosure is due no later than August 30, 2017. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure. Note: cost information shall not be considered confidential and will be made public. (The financial audit statement requested in Section 4.1.4 shall be pre-certified as confidential and will be withheld from public disclosure.)

### **8.2 Instructions:**

The Town will not be responsible for firms adjusting their RFP's based on oral instructions by any member of the Town Staff or the Town's contracted consultant(s) or agent(s). RFP's deviating from the specifics contained herein by any means other than an authorized addendum from the Town may be rejected.

### **8.3 Proposal Amendment or Withdrawal:**

A proposal may be withdrawn and amended any time before the proposal due date. A proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

### **8.4 Contact with Town Officials:**

Contact with Town staff (other than designated points of contact), elected or appointed officials, or Selection Committee members concerning this RFP, at any time, in any venue, is strictly prohibited and will be grounds for disqualification. Contact prior to evaluation of all proposals is limited to clarification of this RFP through the project manager or alternate named above, or during the pre-submittal conference while it is in session. If a response to this RFP is selected as a finalist for interview, or invited to present to the Selection Committee, contact is restricted to the Selection Committee members only.

### **8.5 Costs of RFP:**

The Town will not be responsible for any costs incurred by any firm submitting an RFP Response or responding to this notice.

### **8.6 Waiver and Rejection Rights:**

The Town reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion.

**8.7 Addenda:**

Addenda to this RFP will be posted on the Town's website at [www.paradisevalleyaz.gov](http://www.paradisevalleyaz.gov). An email notice will be sent to proposers who have registered on the RFP download page and those who attend the Pre-Submittal Conference. It shall be the responsibility of all Proposers to check the website for any possible addenda.

## FORM 1: STATEMENT OF ORGANIZATION

<b>1. Proposer</b>		
Full Legal Name of Business:		
Principle Business Address:		
Principle Phone Number:		
Local Business Address:		
Local Business Contact Person:		
Contact Person Email Address:		
Type of Organization (legal form – corporation, joint venture, sole proprietorship, etc.): (If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member.)		
Is the Proposer a wholly owned subsidiary of another company? If yes, identify the parent company.		
Tax ID #		
Is the Proposer authorized to do business in the State of Arizona?		
Has the Proposer been debarred, suspended, or precluded from participating in any public procurement activity? (See Section 4.1.3)		
Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:		
a.		
b.		
c.		

<b>2. Subcontractors</b>		
<b>List of all firms associated with this Proposal:</b>		
<b>Name</b>	<b>Address</b>	<b>Area of Responsibility</b>

**Required Attachments to Form 1:**

1. Financial Statement (as described in Section 4.1.4) Separate sealed envelope marked “Confidential”
2. Litigation History (as described in Section 4.1.5)
3. Compliance Records (as described in Section 4.1.6)

## FORM 2: CERTIFICATE OF INSURABILITY

By submitting a proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Service Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Paradise Valley that it is able to produce the insurance coverage required should it be selected for award of the Agreement.

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Paradise Valley.

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Signature of Proposer

---

Printed Name

---

Company Name

---

Date

### FORM 3: ACKNOWLEDGEMENT OF ADDENDA

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

[illegible]



## FORM 4: EXPERIENCE

### Required Attachments to Form 4:

1. Experience – operations and training (as described in Section 4.2.1)
2. Key Personnel – organization chart (as described in Section 4.2.2)
3. Statement of Independence (as described in Section 4.2.3)

### REFERENCES

1.	Name of Public Agency:	
	Address:	
	Phone Number:	
	Contact Person:	
	Year Contract Initiated:	
	Number of Residential Units Served:	
	Description of Services	

2.	Name of Public Agency:	
	Address:	
	Phone Number:	
	Contact Person:	
	Year Contract Initiated:	
	Number of Residential Units Served:	
	Description of Services	

<b>3.</b>	Name of Public Agency:	
	Address:	
	Phone Number:	
	Contact Person:	
	Year Contract Initiated:	
	Number of Residential Units Served:	
	Description of Services	

<b>4.</b>	Name of Public Agency:	
	Address:	
	Phone Number:	
	Contact Person:	
	Year Contract Initiated:	
	Number of Residential Units Served:	
	Description of Services	

## **FORM 5: METHOD OF APPROACH**

### **Required Attachment to Form 5:**

1. Vehicle requirement compliance (as described in Section 4.3.1)
2. Collection Route Schedules, map, and plan to accommodate missed collections due to holidays, storms, or other events (as described in Section 4.3.2)
3. Disposal Contracts (as described in Section 4.3.3)
4. Container Damage and Replacement Procedures (as described in Section 4.3.4)
5. Collection of Recycling Materials (as described in Section 4.3.5)
6. Residential Waste Disposal (as described in Section 4.3.6)
7. Household Special (Hazardous) Waste, Document Shredding, and Drug Disposal Events (as described in Section 4.3.7)

## **Form 6: BILLING, CUSTOMER SERVICE, AND PUBLIC EDUCATION**

### **Required Attachment to Form 6:**

1. Description of billing process as described in Section 4.4.1)
2. Description of Customer Service Plan as described in Section 4-4-2
3. Description of Public Education and Outreach Plan as described in Section 4.4.3

### FORM 7A: COST

Proposer shall provide pricing for each of the first three (3) years. Pricing for years 2-3 may be a percentage, linked to an index, or a specific dollar amount.

#### Assumptions

Cost proposals should assume the following:

1. Current number of residential properties = 5,556
2. Potential number of residential properties by 2021 = 5,957
3. Existing contracts with HOAs would be terminated within a maximum of three (3) years
4. Single hauler service effective date = April 1, 2018 (Actual service start date may be negotiated between the successful Proposer and the Town in the License Agreement.)
5. All subscribers would be required to use standardized receptacles for automated collection

#### 3 YEAR INITIAL CONTRACT TERM

Service	Unit	Fee	Plus Special Collection Service HHW 3.4(A) Fee	Plus Special Collection Service Shredding 3.4(B) Fee
3.1 Basic Service	2018 price per month	\$	\$	\$
	2019 price per month			
	2020 price per month			
3.2 Standard Service	2018 price per month	\$	\$	\$
	2019 price per month			
	2020 price per month			

Service	Unit	Fee	Notes
3.3 Additional Services			
A. 96 Gallon Solid Waste Bin	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
B. (a) 2 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
B. (b) 4 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
B. (c) 6 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
C. Walk Up Service	Price for each 96G receptacle	\$	
D. Additional Pick up	2018 price per pick-up	\$	Dec 1/week and 1/11 months
	2019 price per pick-up		
	2020 price per pick-up		
3.5(C) Subscription Suspension Fee	2018 price per month	\$	Minimum 3 month suspension
	2019 price per month		
	2020 price per month		

**FORM 7B: COST**

Proposer shall provide pricing for each of the first five (5) years. Pricing for years 2-5 may be a percentage, linked to an index, or a specific dollar amount.

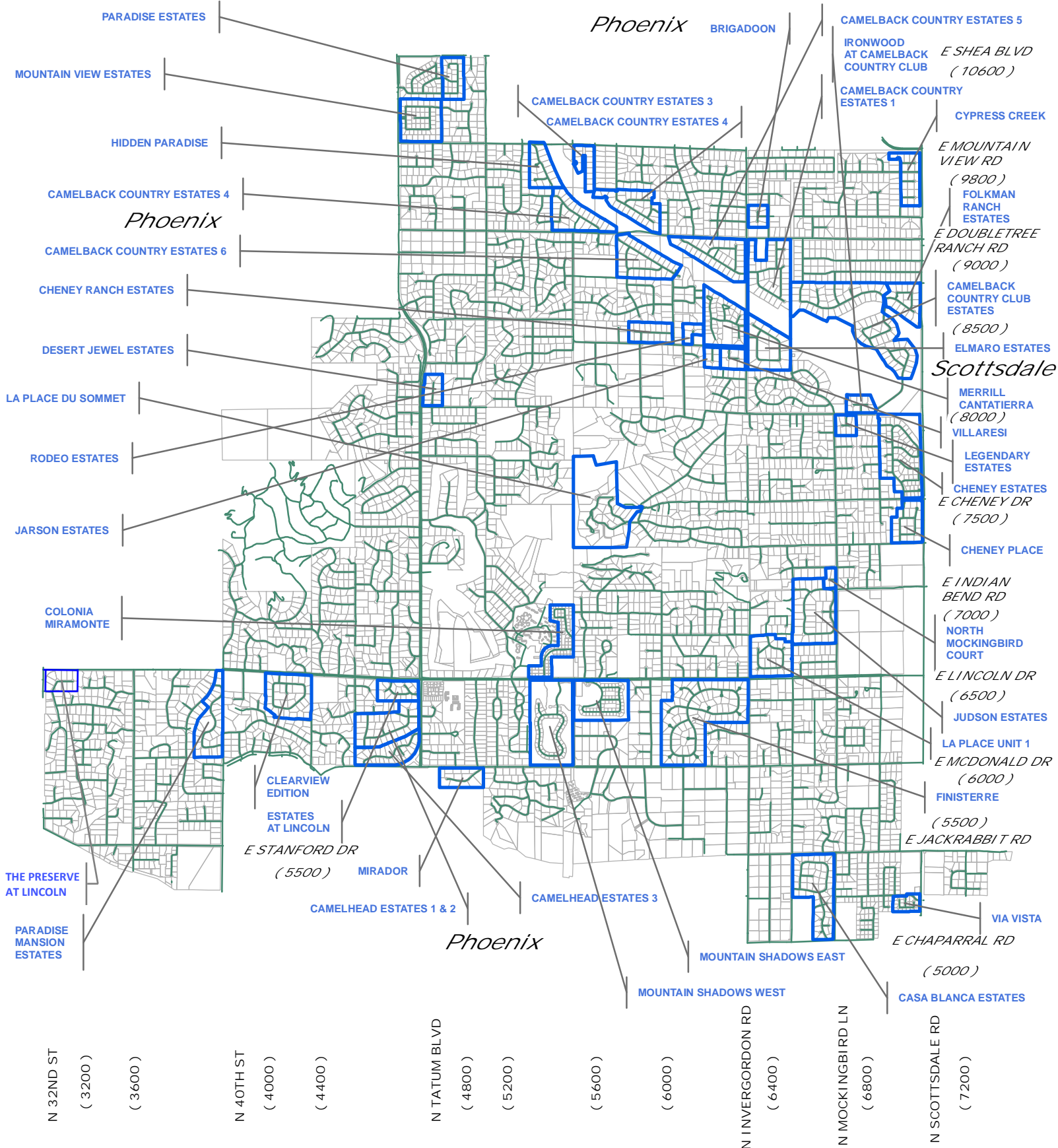
**5 YEAR INITIAL CONTRACT TERM**

<b>Service</b>	<b>Unit</b>	<b>Fee</b>	<b>Plus Special Collection Service HHW 3.4(A) Fee</b>	<b>Plus Special Collection Service Shredding 3.4(B) Fee</b>
3.1 Basic Service	2018 price per month	\$	\$	\$
	2019 price per month			
	2020 price per month			
	2021 price per month			
	2022 price per month			
3.2 Standard Service	2018 price per month	\$	\$	\$
	2019 price per month			
	2020 price per month			
	2021 price per month			
	2022 price per month			

Service	Unit	Fee	Notes
3.3 Additional Services			
A. 96 Gallon Solid Waste Bin	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
	2021 price per month		
	2022 price per month		
B. (a) 2 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
	2021 price per month		
	2022 price per month		
B. (b) 4 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
	2021 price per month		
	2022 price per month		
B. (c) 6 Yard Dumpster	2018 price per month	\$	
	2019 price per month		
	2020 price per month		
	2021 price per month		
	2022 price per month		
C. Back Door Service	Price for each 96G receptacle	\$	
D. Additional Pick up	2018 price per pick-up	\$	Dec 1/week and 1/11 months
	2019 price per pick-up		
	2020 price per pick-up		
	2021 price per pick-up		
	2022 price per pick-up		
3.5(C) Subscription Suspension Fee	2018 price per month	\$	Minimum 3 month suspension
	2019 price per month		
	2020 price per month		
	2021 price per month		
	2022 price per month		



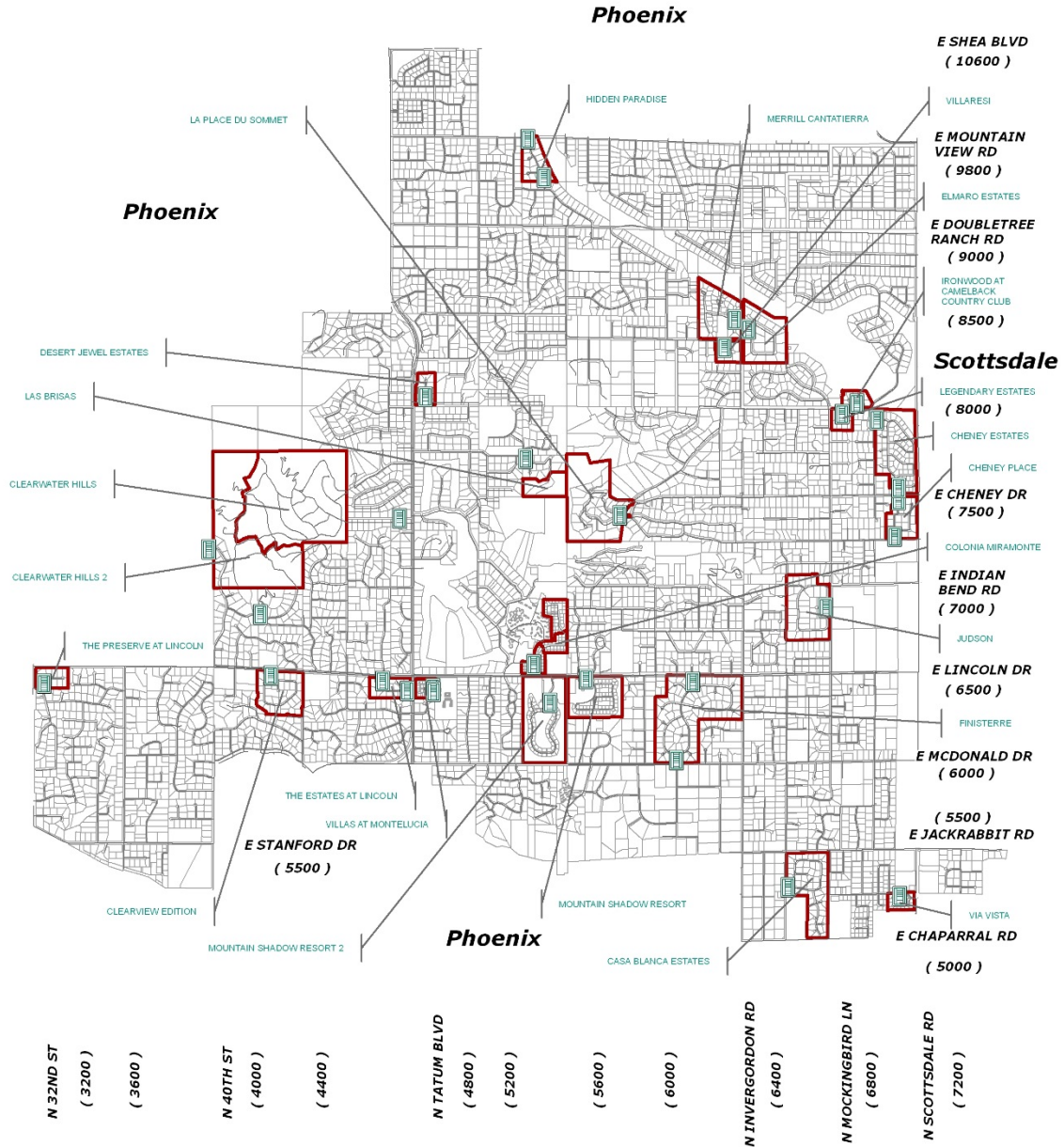
# Town of Paradise Valley, AZ Homeowners Association Map







# Town of Paradise Valley, AZ Gated Communities Map



**Request for Proposals (RFP)**  
**RFP – 17-053-TMG**  
**for**  
**Solid Waste, Recycling, and Specialty**  
**Waste Collection and Disposal Services**

Prepared for:



**Town of Paradise Valley**  
**6401 East Lincoln Drive**  
**Paradise Valley, Arizona 85253-4328**

**September 6, 2017**



September 6, 2017

Town of Paradise Valley  
Attn: Mr. Duncan Miller  
Office of the Town Clerk  
6401 E Lincoln Drive  
Paradise Valley, AZ 85253

Subject: Response to Proposal for Solid Waste and Recycling Collection Services RFP, RFP-17-053-TMG

Allied Waste Transportation, Inc., a wholly-owned subsidiary of Republic Services, Inc. (Republic) is pleased to respond to the Request for Proposals (RFP) for Solid Waste and Recycling Collection Services, RFP-17-053-TMG dated July 6, 2017 for the Town of Paradise Valley (Town). Republic proposes to provide said services in accordance with this Proposal, which includes the completed Proposal Forms and accompanying attachments submitted with this Proposal. Republic has thoroughly read and is familiar with the RFP, including the Proposal Forms, addendums, all attachments and exhibits. Addenda and attachments from the Town were downloaded by and fully reviewed by Republic as follows:

- Addendum 1, July 13, 2017

In preparation for submitting this proposal, Republic has conducted its own independent investigation, conducted research, obtained additional data, and verified the information contained in the RFP that we deemed necessary to submit the Proposal. Republic is fully informed concerning the physical conditions to be encountered in the work, the quality and quantity of services to be performed, and the materials and equipment to be furnished.

Additionally, the proposal contents including proposed Service Rates and pricing are valid for a period of 180 days. Republic warrants that the information contained in its Proposal and the accompanying materials, including the Proposal Forms, is correct in all material respects.

We are confident that you will find Republic to be the best-value bidder, based on our commitments that make us a leader in the recycling and waste industry nationwide. We are proud to be recognized for the following benefits to your community:

- We have served your Town for more than 20 years
- We offer a 99.9% pick-up rate in your community
- Our drivers are 42% safer than the industry average
- Only recycling and waste company on the Dow Jones Sustainability Index (Top 10% globally)
- Named to the 2017 World's Most Ethical Company® List by the Ethisphere Institute -Recognition honors those companies who lead with integrity and align principle with action

The drivers who currently provide service to Paradise Valley are aware of the unique local conditions and are recognized, trusted and respected within the community. Our plan to increase diversion of collected recyclables goes hand in hand with our sustainability and stewardship of the environment. Furthermore, our operations are planned to minimizing wear and tear on Town streets with quiet operating procedures to ensure that residents are not subjected to adverse noise and disturbance. Our seamless customer service supported by local Phoenix based call center agents is ready and able to response to the customer needs in a polite, patient and professional manner.

Without a doubt, Republic offers a more secure and viable option to the residents and the Town in comparison to other competing companies who may face a variety of transition related issues and less experience with the unique collection requirements in the Town. With ever-changing environmental requirements and regulations, our goal is to continue to be open-minded, flexible and accessible to the Town. We remain committed to making sure we effectively work toward providing superior service at fair and reasonable rates.

During this process, please use the following information for communications with our key contact management person:

**Ms. Tricia Ponce de Leon, General Manager**

**4811 W. Lower Buckeye Rd.**

**Phoenix, AZ 85043**

**e:**

**o:**

**w: [republicservices.com](http://republicservices.com)**

The combination of our experience serving Paradise Valley and our local post-collection assets in conjunction with our national presence will provide Town customers with the resources necessary to get the job done. Republic looks forward to continuing our support of your community in partnership with the Town, and will leverage our proven diversion systems and sustainability philosophy to meet the Town's future needs.

The undersigned are authorized to sign this Proposal on behalf of Republic Services, Inc. as evidenced by the corporate Certificate that follows.

Sincerely,



Tricia Ponce de Leon  
General Manager

Allied Waste Transportation, Inc.  
d/b/a Republic Services of Phoenix





**REPUBLIC  
SERVICES**

Proposal for Solid Waste, Recycling,  
and Specialty Waste Collection and Disposal Services



### **CERTIFICATE OF SECRETARY**

#### **RELATING TO THE BID OR PROPOSAL TO PROVIDE SOLID WASTE, RECYCLING, AND SPECIALTY WASTE COLLECTION AND DISPOSAL SERVICES FOR THE TOWN OF PARADISE VALLEY IN THE STATE OF ARIZONA**

The undersigned, Secretary of **ALLIED WASTE TRANSPORTATION, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TRICIA PONCE DE LEON** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 18<sup>th</sup> day of July, 2017.

  
Eileen B. Schuler, Secretary



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## Organization of Our Proposal

Republic Services is pleased to address the following Forms and has attached to the Forms, additional information and content in accordance with the Town's service requirements for RFP -7-053-TMG. Appendices that follow the Forms contain supplemental information to specific topics in our document.

## FORM 1: Statement of Organization

### 1. Proposer

Full Legal Name of Business	Allied Waste Transportation, Inc. d/b/a Republic Services of Phoenix
Principle Business Address	4811 W. Lower Buckeye Rd., Phoenix, Az. 85043
Principle Phone Number	
Local Business Address	4811 W. Lower Buckeye Rd., Phoenix, Az. 85043
Local Business Contact Person	Tricia Ponce de Leon, General Manager
Contact Person Email Address	
Type of Organization (legal form – corporation, joint venture, sole proprietorship, etc.) (If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member.)	Corporation
Is the Proposer a wholly owned subsidiary of another company? If yes, identify the parent company.	Republic Services, Inc.
Tax ID #	
Is the Proposer authorized to do business in the State of Arizona?	Yes
Has the Proposer been debarred, suspended, or precluded from participating in any public procurement activity? (See Section 4.1.3)	No
Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:	
a. Tricia Ponce de Leon	

### 2. Subcontractors – List of all firms associated with this Proposal

Name	Address	Area of Responsibility
NONE		





## Business Structure and Ownership

### *Delivering an Exceptional Customer Experience at Each Touch Point, Every Day*

At Republic Services, there are no more important relationships than the ones we forge with each of our customers. We begin by listening, to understand their needs and wants today, and to anticipate how each customer may evolve.

We affirm our commitment to both new customers and those we've been privileged to serve for years every day through a breadth and depth of service offerings. After all, it's our customers who have entrusted us with their business, and with it, clear expectations to meet or exceed our obligations.

That's why our service approach starts with being friendly and accessible, and naturally extends to our customer-friendly products and services, easy-to-use solutions and tools, environmental commitments and investments.

In the end, it means making a difference in our customers' lives, while helping them feel at ease, uplifted, even delighted – in choosing Republic Services.

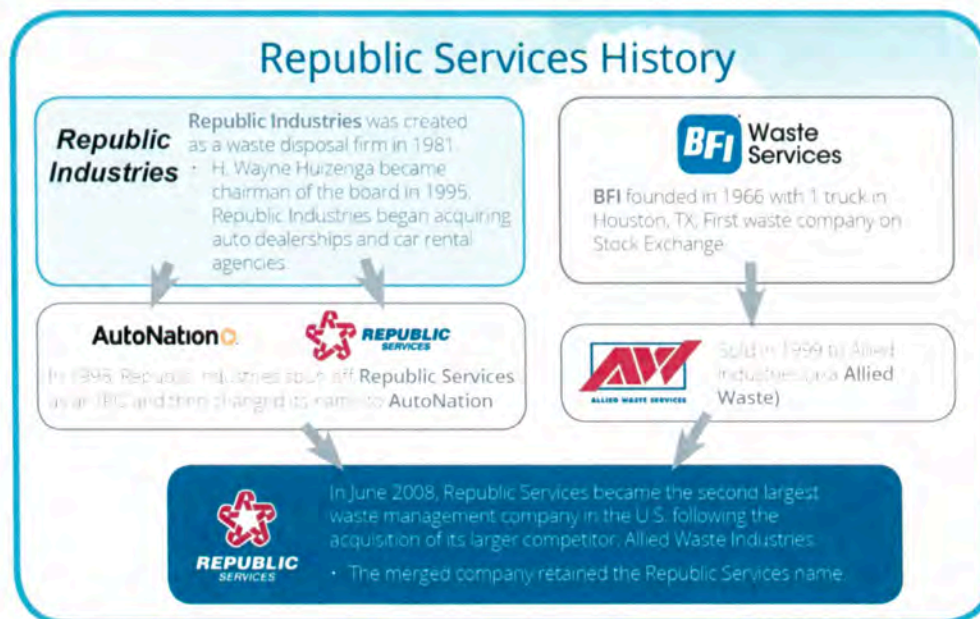
Republic Services invests in our communities by continuing to provide customers with safe, customer service focused solutions

- Municipalities that partner with Republic Services choose to renew or extend 92% of the time
- Our 15,000 drivers execute 5.8M pickups/day
- Average tenure of Republic Services Municipal customer is over 12 years
- As a corporate partner we sponsor and are present in the communities we serve.

Republic Services, Inc., a Delaware Corporation, is the entity that will execute and serve as the guarantor of the future Agreement with the Town of Paradise Valley.

Republic Services has been organized and doing business under this structure since 1995. Prior to 1995, we operated under Browning-Ferris Industries. In December 2008, Republic Services, Inc. and Allied Waste Industries, Inc. completed their merger to create one of the nation's leading waste and environmental services providers.

FIGURE 1 Company History – Today's Republic Services is the product of three former industry leaders





## 1.1 Disclosure of Preclusion from Participating in Public Procurement

Republic Services is qualified to submit this proposal and has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or preclusion from participation from any public procurement activity that is currently pending.

## 1.2 Financial Statement

Republic Services is among the leading recycling and waste services companies in the United States, with annual revenues exceeding \$9 billion, guaranteeing the financial strength and stability to exceed the Town of Paradise Valley's expectations for the duration of the contract and beyond.

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to the Town of Paradise Valley in our proposal. We have the capacity to continually invest in equipment and preventative maintenance, as evidenced by the youngest fleet in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. The Town of Paradise Valley will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore the Town to take financial stability into serious consideration when choosing a partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

### Financial Capability Credit

Republic Services, Inc. is a publicly traded (NYSE:RSG), Fortune 300 Company on the New York Stock Exchange and will be the signatory for the corporate guarantee. The Company has an "investor grade" rating; no creditor is owed a

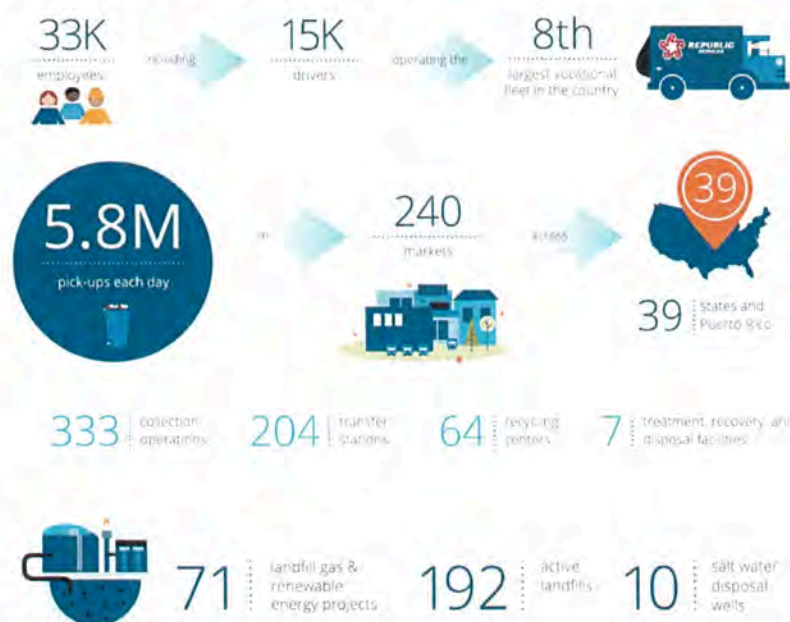
### The financial strength you need in a long term partner for your municipality

- Financial capacity to continually invest in equipment and preventative maintenance
- Youngest fleet in the industry
- Reinvesting in state of the art equipment and facilities.
- Republic Services contributes over \$5 million to charities annually.

debt greater than five percent of the company's total assets. A key component of our financial strategy includes maintaining investment grade ratings on our senior debt, which was rated BBB+ by Standard & Poor's Ratings Services, BBB by Fitch Ratings, Inc. and Baa3 by Moody's Investors Service, Inc. as of December 31, 2016. Such ratings have allowed us, and should continue to allow us, to readily access capital markets at competitive rates.

All capital required for provision of service as part of this Agreement with the Town of Paradise Valley will be funded through

FIGURE 2 Key Company Statistics - Republic Services is an industry leader in the U.S. non-hazardous solid waste industry







operating cash flows of the Company and will not be borrowed from outside financing sources. This should be a situation that should be carefully considered by the Town as procurement of financing from external sources is often times associated with debt covenants and restrictions that impact the creditor's flexibility and the contractual terms that can be agreed to.

Per the Section 4.1.4 of the RFP, Republic has furnished in a separate sealed envelope marked "Confidential", a copy of our most recent audited financial statement for 2016 (Annual Report (audited) 10-K). The financial statements contained in the Annual Report were audited by Ernst & Young, LLP (Independent Registered Public Accounts). Please note that as a publically traded company, Republic's financial statements are a matter of public record and can also be found on our web site at [republicservices.com](http://republicservices.com).

## Labor Agreements and Wages

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees. Nearly 40 percent of Republic Services over 33,000 employees are represented under various collective bargaining agreements across the country.

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the Town of Paradise Valley that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of labor dispute or labor unrest, Republic Services will immediately

implement a plan to minimize the impact to the Town by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

## 1.3 Litigation, Regulatory Actions, and Payment of Liquidated Damages History

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations. Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional detailed information can be provided upon request.

FIGURE 3 **Republic Strength** - Republic Services dedication to our employees, the communities we serve, and environmental sustainability is impeccable.







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The table that follows describe, as an attachment to Form 1, all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past ten (10) years against key personnel, Proposer, Proposer's subcontractor(s), and all subsidiaries owned by Proposer. The list includes the amount of liquidated damages paid, the name of the jurisdiction or party to which damages were paid, and the event(s) that triggered the damages.

Allied Waste Transportation, Inc. has not experienced any claims against officers of the company, local key personnel, a bid, proposal, or performance bond or the results and failure to receive a bid, proposal, or performance bond, or any contractual defaults or termination in the past ten (10) years.

FIGURE 4 Barry Goldwater Memorial, Town of Paradise Valley





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## 1.4 Legal Disclosures

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Aguirre, Carlos / Allied Waste (Correct Legal Entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix (753), Department of Labor, Occupational Safety and Health Administration (OSHA), Charge No. 9-0370-07-006	Charging party alleges unsafe vehicle conditions and retaliation for reporting same. (Correct legal entity: Allied Waste Transportation, Inc., d/b/a Allied Waste Services of Phoenix, #753)	State Agency - Ariz		9-0370-07- 006	03/18/2008	Dismissed by OSHA.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Employment- Workplace Safety/OSHA	Litigation/ Dispute > Employment Administrative Claims	03/27/2007	03/27/2007	204276

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Arizona Department of Environmental Quality - Notice of Violation/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix and d/b/a Paradise Waste Transfer Station (Div. 753)	ADEQ - Notice of Violation, dated March 27, 2009, issued to the Paradise Waste Transfer Station for waste oil products being allowed to drain into a storm retention area, and from there into dry wells located in the storm water retention basin.	ADEQ Case ID: 106089			06/15/2010	ADEQ closed out the NOV by letter dated February 19, 2010, indicating that Republic had adequately documented that the facility had taken steps to come into compliance. ADEQ did not seek to impose any fines or require Republic to take any additional actions beyond those already taken in response to the NOV. The close-out letter indicates that ADEQ reserves the right to take additional enforcement action if further information regarding the violations is discovered or if there are violations in the future.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Environmental Law	Litigation/ Dispute > Environmental Potential Dispute		04/7/2009	200900435





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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Carbajal, Jorge, Criminal and Civil Traffic Citations/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix	Carbajal, Jorge, Criminal and Civil Traffic Citations/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix  Civil Traffic Citation issued for "obscured license plate" and Criminal Citation issued for "brakes out of adjustment."	TBA		TBA	08/07/2012	Defendant brought all issues into compliance and Tempe Municipal Court dismissed the charges. No fines.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	08/17/2011	08/17/2011	201100717

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Chrostowski, Daniel, Criminal Traffic Citation  Employed by: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix // Republic Services of Phoenix	Daniel Chrostowski, a driver for AWS of Phoenix (North Yard), received a criminal traffic citation after a roadside inspection resulted in the detection of a damaged air line. Also received civil traffic citations for excessive fluid/grease loss and no proof of annual inspection.	City of Phoenix Municipal Court		Complaint No 14342429	01/05/2016	Matter complete. Amount paid is unknown.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	11/21/2012	12/04/2012	201200887



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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
City of Mesa v. Fred W. Garcia (correct legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix)	Fred "Wayne" Garcia, a container delivery driver for AWS of Phoenix, was cited for having inoperable breaks. This is a criminal traffic citation being handled through the Mesa Municipal Court. The vehicle was registered to Allied Waste Services	TBA		TBA	07/27/2010	Citation reduced from criminal to civil and the fine was reduced from \$2,000 + to \$540.90
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$540.90	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	06/08/2010	06/03/2010	201000650

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Crutchfield, Roy (III), Criminal Traffic Citation/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix	Crutchfield, Roy (III), Criminal Traffic Citation/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix  Criminal Traffic Ticket issued to Crutchfield for brakes on RSI truck being out of adjustment.	Scottsdale City Court		1845855	08/07/2012	Case closed by Scottsdale City Court. Fine paid.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$323.60	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	06/08/2011	08/22/2011	201100706



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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Cyran, James and Cindi v. Allied Waste Transportation, Inc. (correct legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Bullhead City & Republic Services of the Colorado River Valley)	James Cyran and Cindi Cyran, husband and wife, have filed a complaint against the Company alleging James Cyran was wrongfully retaliated against and terminated after filing a workers' compensation claim for an injury he sustained on the job	Superior Court of Arizona, Maricopa County		CV2013-008478	03/19/2015	Confidential settlement. The parties reached a settlement \$8500 paid.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$8,500.00	Area 03-Southwest > 4785-Allied Waste Services of Bullhead City	Employment-EEO	Litigation/ Dispute > Litigation	06/07/2013	06/11/2013	201300400

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Downtown on Third, LLC v. Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix	Downtown on Third, LLC alleges that Allied Waste Transportation, Inc. received payment for waste disposal services that were not provided.	Maricopa County Justice Court		2007-219601	06/19/2008	Settled.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$6,074.96	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Commercial Law	Litigation/ Dispute > Litigation		01/03/2008	200800004





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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Garcia, Charlie L.; Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Yuma, Criminal Traffic Citation	Charlie Lorona Garcia, a driver for Allied Waste Services of Yuma, was cited for operating an RSI truck with an "overweight load". This is a criminal traffic citation.	TBD		TBA	08/07/2012	Matter concluded. Defendant and State entered into a Deferred Prosecution Agreement and Defendant paid a fine in the amount of \$500.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$500.00	Area 03-Southwest > 4466-Allied Waste Services of Yuma	Criminal	Litigation/ Dispute > Litigation		03/20/2012	201200214

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
INA Group, LLC v. Allied Waste Transportation, Inc.	Complaint to foreclose on the rights of the Company to redeem the property from a tax sale	Arizona Superior Court, Maricopa County		CV2011081206	07/10/2012	The action has been dismissed and INA recorded a release of lis pendens. Matter concluded.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Commercial Law	Litigation/ Dispute > Litigation	12/28/2011	01/06/2012	201200014



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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Kringle, Gary, Criminal Traffic Citation  Employer: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix/Republic Services of Phoenix	Criminal Traffic Citation issued Kringle for brakes on RSI truck being out of adjustment.  Employer: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix/Republic Services of Phoenix	City of Phoenix Municipal Court		14311604	07/31/2013	Judgment Set Aside entered 1/31/2013
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	06/22/2012	07/20/2012	201200567

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Medina, Jose D. / Republic Waste (correct legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Allied Waste Services of Imperial // Republic Services of Imperial)	Charging Party alleges he was not paid for vacation hours following his termination.	Department of Industrial Relations	Labor Commissioner, State Of California  Division of Labor Standards Enforcement  7575 Metropolitan Drive, Ste. 210 San Diego, CA 92108 Phone: (619) 220-5451 Fax: (619) 767-2020	10-74733 EA	09/04/2014	Settled with labor grievance on 11/30/10. See 201001219 for details.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4467-Allied Waste Services of Imperial	Employment- Unpaid Wages	Litigation/ Dispute > Employment Administrative Claims	12/06/2010	12/06/2010	201400548



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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Monroe, Andrew Page (employer: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix), Criminal Traffic Citation.	Andrew Monroe, a driver for AWS of Phoenix, received a criminal traffic citation for spilling debris from his truck onto the roadway, and a civil traffic citation for improper commercial vehicle markings (wrong U.S. DOT number).	City of Phoenix Municipal Court		Complaint No. 14353259	07/31/2013	Matter Dismissed
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	08/13/2012	09/13/2012	201200700

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Osmel Rodriguez v. Allied Waste Services of Phoenix, & Allied Waste Transportation, Inc.	Civil theft matter.	Maricopa County Superior Court		2007- 119118-001	09/14/2009	Closed per Fennemore Craig
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Commercial Law	Litigation/ Dispute > Litigation		10/31/2007	200700166





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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Pinal County / Shefaloe, S (correct legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix); Criminal Traffic Citation.	Steve Shefaloe, a driver for AWS of Phoenix, was cited for "unsafe operation" after the two passenger rear wheels detached from the truck. This is a criminal traffic citation. The vehicle was registered to Allied Waste Services	TBA		TBA	07/31/2013	Case dismissed without Prejudice 12/6/2012
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation		10/12/2011	201100818

Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Satchell, Phillip D. v. Allied Waste Industries, Inc. (correct legal entity: Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Mesa) (756)	Plaintiff alleges nonpayment of overtime wages.	Fed. Dist. Ct. - D. Ariz.	United States District Court  District of Arizona	2:08-CV- 00156- NVW	04/04/2008	Settled
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$3,500.00	Area 03-Southwest > 756-Allied Waste Services of Mesa	Employment- Wage & Hour	Litigation/ Dispute > Employment Litigation	01/24/2008	01/24/2008	200800178



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Matter Name	Description	Court-Forum	Court-Forum Additional Info	Case No.	Date Resolved	Description of Resolution
Wright, Matthew "Will", Criminal Traffic Citation/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix	Wright, Matthew "Will", Criminal Traffic Citation/Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Phoenix  Criminal Traffic Ticket issued to Wright for brakes on RSI truck being out of adjustment.	Tempe Municipal Court		1489410	08.07/2012	All items repaired. Charges dismissed by Tempe Municipal Court. No fine.
Amount Paid	Org. Unit	Substantive Law > Substantive Law (w/ path)	Matter Type > Matter Type (w/ path)	Filing or Start Date	Start Date	Co. File No.
\$0.00	Area 03-Southwest > 4753-Allied Waste Services of Phoenix	Criminal	Litigation/ Dispute > Litigation	05/25/2011	08/22/2011	201100705



## 1.5 Compliance Records

In addition to the information provided in response to other sections of this RFP, Republic has submitted, as an attachment to Form 1, a table listing all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation that Republic and Republic's subcontractor(s) received in the past five years (5) from public agencies for

vehicles and other equipment, and vehicle staging, maintenance, processing, transfer, and disposal facilities in Arizona, which are owned or operated by the Company, including subcontractor(s), or its parent company and subsidiaries. The list also includes a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by the Company, its subcontractor(s), and parent company and subsidiaries, to public agencies in the past five (5) years.

Company Name	Facility Name	Facility State	Facility Type	Violation Type	Action Caption	Action Date
Allied Waste Transportation, Inc.	Allied Waste Services of Mesa	Arizona	Hauling Facility	Area of Concern/Citations	Notification of Correction of Deficiencies	09/25/2013
Violation Date	Case Number	Violation Description	Citation	Violation Status	Resolution Type	Issuing Agency
09/25/2013		Allegation that the facility failed to submit documentation regarding: 1) most current and complete information for facility; 2) 12 month sensor tests/ 2 gallon/hr automatic tank gauging test results for last 12 months; 3) operational test report for each automatic line leak detector; 4) line tightness report for each line; 5) calibration, maintenance and repair of release detection equipment located on site; 6) financial assurance mechanism(s) to demonstrate financial responsibility.	1) R18-12-222(B); 2) R18-12-240 (a) (243(g), 243 (H)(2); 3) R18-12-244(a); 4) R18-12-244(B); 5) R18-12-245(a)(2); 6) R18-12-301(a)	Pending		Arizona Department of Environmental Quality

Company Name	Facility Name	Facility State	Facility Type	Violation Type	Action Caption	Action Date
Allied Waste Transportation, Inc.	Allied Waste Services of Phoenix	Arizona	Hauling Facility	Area of Concern/Citations	Notice of Violation	02/11/2013
Violation Date	Case Number	Violation Description	Citation	Violation Status	Resolution Type	Issuing Agency
02/11/2013	87315965 86	Allegation that a bin was serviced between the hours of 10p-6a	27-4 A	Resolved	Return to Compliance	City of Phoenix, Public Works Department, Solid Waste Field Services Division





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Company Name	Facility Name	Facility State	Facility Type	Violation Type	Action Caption	Action Date
Allied Waste Transportation, Inc.	Germann Transfer Station	Arizona	Transfer Station	Area of Concern/Citations	Letter of Outstanding Violation	03/8/2016
Violation Date	Case Number	Violation Description	Citation	Violation Status	Resolution Type	Issuing Agency
03/8/2016		Allegations the site is in violation of County stormwater quality control regulations by not posting the required construction permits.	Chapter 11, Sec. 1103.1	Resolved	Return to Compliance	Maricopa County Environmental Services Department



FIGURE 5 **Environmental Responsibility** - As stewards of our Blue Planet™ we have a responsibility to regenerate our planet with materials we are entrusted to handle every day.



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## FORM 2: Certificate of Insurability

By submitting a proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Service Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Paradise Valley that it is able to produce the insurance coverage required should it be selected for award of the Agreement.

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Paradise Valley.

Signature of Proposer





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## FORM 3: Acknowledgement of Addenda

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

Addendum Number	Description of Addendum
1	Revisions to Section 3.3 (D), 5, 7A and 7B



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## FORM 4: References and Experience

1	Name of Public Agency	Fountain Hills, AZ
	Address	16705 E. Avenue of The Fountains Fountain Hills, AZ 85268
	Phone Number	
	Contact Person	Grady Miller – Town Manager
	Year Contract Initiated	2011
	Number of Residential Units Served	9,500
	Description of Services	Once weekly automated trash service Once weekly automated recycling service
2	Name of Public Agency	Lake Havasu City, AZ
	Address	2330 McCullough Blvd N Lake Havasu City, AZ 86403
	Phone Number	
	Contact Person	Charlie Cassens – City Manager
	Year Contract Initiated	1992
	Number of Residential Units Served	27,500
	Description of Services	Once weekly manual trash collection Once weekly recycling collection



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3	Name of Public Agency	Buckeye, AZ
	Address	530 E. Monroe Ave. Buckeye, AZ 85325
	Phone Number	
	Contact Person	Scott Lowe – Public Works Director
	Year Contract Initiated	2008
	Number of Residential Units Served	18,700
	Description of Services	Once per week automated trash service Once per week automated recycling service
4	Name of Public Agency	Bullhead City, AZ
	Address	2355 Trane Rd. Bullhead City, AZ 86429
	Phone Number	
	Contact Person	Toby Cotter – City Manager
	Year Contract Initiated	2000
	Number of Residential Units Served	17,300
	Description of Services	Once per week automated trash service Once per week automated recycling service





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## 4.1 Experience – Operations and Training

Republic Services is the second largest provider of services in the domestic non-hazardous solid waste services industry, as measured by revenue. As of December 31, 2016, we operate approximately 340 collection operations, over 200 transfer stations, over 190 active landfills, and approximately 70 recycling centers in 40 states and Puerto Rico.

With over 16,000 vehicles, Republic deploys the 8th largest vocational fleet in the U. S. to collect approximately 100 million tons of waste and 5,000,000 tons of recyclables annually.

Although our operations are national in scope, the physical collection and disposal of waste is very much a local business and the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer.

Republic Services has a proven track record of working with cities to design and deliver environmentally sound, cost effective collection programs. Our reputation, integrity and responsiveness have been integral to our success and longevity in the solid waste industry. Our open communication, “open door” policy with elected officials, city/town staff and customers has been the cornerstone of our approach. On a daily basis our managers interact with local and regional regulatory entities, including enforcement agencies, planning and development departments, and health districts. In every case we focus on safety, the environment and public health. Our ability to create a professional systems approach to municipal waste handling with experienced, competent and invested employees fosters a level of trust with our municipal partners not afforded to less strident operators. Our management system allows us to run our business with a local mindset. In all areas of business we are committed to the principles of natural resource conservation, operational excellence, social responsibility, and economic viability. We take pride in helping our customers develop innovative waste solutions that preserve and protect the environment we all share.

Republic Services has been providing collection and other recycling and solid waste management services to the Town of Paradise Valley for more than 20 years and is very familiar with the unique operating environment and customer service needs of the Town of Paradise Valley.

### Republic Services is your low-risk, best value partner

- Successfully serving the Town of Paradise Valley for over 20 years
- Reliable - 99.9% on time pickup
- Safer - 42% fewer incidents than industry average
- Simple Solutions - My Resource™
- Only recycling and waste company on the Dow Jones Sustainability Index (Top 10% globally)
- Named to the 2017 World's Most Ethical Company® List by the Ethisphere Institute -Recognition honors those companies who lead with integrity and align principle with action

## Vision

Republic's vision is to be America's preferred recycling and waste services partner. We'll earn this goal by providing our customers with simple, durable solutions, reliability, and environmental responsibility, wrapped with a level of service unmatched anywhere else in the industry.

## Values

We are guided by the principals we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these principals every time we see the five R's joined together to form the Republic Services' Star.

FIGURE 6 Proud employee of Republic Services







## Our Core Priorities

### Commitment to Safety

Republic is dedicated to the safety of our employees, our customers and the communities we serve. Our Think, Choose, Live slogan encapsulates our everyday safety messaging to our employees to:

- Think about what you are doing
- Choose the safe answer and,
- Live to go home to your family.

With the phrase printed on numerous items, including hard hats and equipment our employees touch, there are constant reminders for employees to go home in the same condition that they came to work. Our goal is to ensure every one of our employees returns home safely each night. As a leader in the waste industry, we implement initiatives to help all employees take ownership of safety.

- **Focus 6 Program.** Our Focus 6 Program provides employees with guidance, tips and techniques to prevent the six most common types of serious accidents - backing, intersections, rear collisions, roll over, employee and pedestrian. The training employees receive from Focus 6 is the foundation of the countless decisions they have to make every day to stay safe.
- **Celebrate Safety Records.** We believe good safety records are something to celebrate, and we take pride in recognizing employees and divisions that demonstrate a relentless commitment to safety. Employees with the best driving records are eligible for the industry's most prestigious award, EIA's Driver of the Year. Every year since 2009, Republic drivers have been awarded this distinguished safety honor. Our drivers have 42% fewer incidents than industry average!

### Educational Programs

We have implemented an employee safety observation program that provides our employees with the tools to make safety a priority. 100% of our management team has completed modules within this program. Upon hire, our drivers also must complete a robust driver educational program.

### Commitment to Compliance

Republic is also dedicated to compliance. Compliance with laws and our policies and procedures is essential to our efforts to gain and keep the confidence and support of customers, regulatory and other governmental agencies, suppliers and the public. Most important, compliance is simply the right thing to do and is a critical part of the way we do business.

Accordingly, we require all of our employees and independent contractors to Republic to comply with all applicable laws and rules, our Compliance Program and our Code of Business Ethics and Conduct. We also require them to report any violation or illegal activity to us so that we may deal with it appropriately.

### Commitment to Sustainability

Republic is devoted to delivering convenient, cost-effective waste and recycling solutions across our national network in a way that also minimizes strain on the planet's resources. We partner with our customers and communities to advance sustainable solutions for our planet. Our commitment to sustainability can be seen in practice through our:

- Expansion of recycling capabilities;
- Operation of landfill gas and solar energy projects; and
- Fleet conversion to compressed natural gas.

We have made, and continue to make, significant investments in high-impact areas of our business to provide meaningful improvement in environmental, economic, and social conditions.

FIGURE 7 **We'll Handle It From Here™** - Our brand promise to you is backed by our three pillars of differentiation, enabling us to be your preferred recycling and waste partner

Simple Solutions	<ul style="list-style-type: none"> <li>• My Resource</li> <li>• All in One Office Recycling</li> <li>• Electronics Recycling</li> <li>• Universal Recycling</li> <li>• eCommerce</li> </ul>
Reliability	<ul style="list-style-type: none"> <li>• 99.9% Pickup Rate</li> <li>• 1<sup>st</sup> Call Resolution</li> <li>• 41% Safer Drivers</li> <li>• Youngest Fleet in the Industry</li> <li>• Digital Operations</li> </ul>
Environmental Responsibility	<ul style="list-style-type: none"> <li>• Recycle Offerings</li> <li>• Over 2400 CNG Powered Vehicles</li> <li>• 71 Landfill Gas &amp; Renewable Energy Projects</li> <li>• Sustainability Commitments</li> </ul>



These investments demonstrate our commitment to sustainability, while creating tangible value for our customers.

A copy of our corporate 2015 Sustainability Report is included herein which demonstrates the height, width and breath of our commitment to a Blue Planet.

Republic Services has earned a place on both the Dow Jones Sustainability Index (DJSI) North America and DJSI World – the gold standard of Corporate Sustainability, scoring in the 90th percentile.

## Customer Experience

We strive to provide the highest level of customer service. This means placing the focus squarely on our customers by listening and responding as well as anticipating their wants and needs. We then determine how to best meet our customers' expectations by delivering and implementing superior, customized solutions. We frequently visit customers to ensure customer service and satisfaction, and confirm their expectations are being met. We also have municipal marketing representatives who are responsible for working with municipalities or communities to which we provide solid waste services.

The expanded use of technology is one of the ways in which we intend to continue to meet our customers' expectations through the on-line app called My Resource™. We desire to make it

easy and seamless for our customers to do business with us. For example, we now have technology for customers to access information and perform functions, such as paying bills on line, changing or making service requests and interacting with customer service representatives, online. By increasing the ease of use and functionality of our web-based market presence, we believe we will enhance customer satisfaction and retention while we lower our costs.

## Commitment to People

Training and developing our people is a priority. We aspire to be a company where the best people want to work and are committed to doing their best work every day. We work to create and maintain an environment that attracts, develops and retains people who assure our success with customers, differentiate us from our competitors and allow us to be an employer of choice for top talent. As of December 31, 2016, we employed approximately 33,000 full-time employees, approximately.

## We'll Handle It From Here

Our brand promise is backed by the details of this proposal submittal to you. In summary, we take pride in offering you a best-value partnership that consists of Simple Solutions, which are Reliable and Environmentally Responsible.

FIGURE 8 **Your Low-Risk, Best Value Partner** - Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services recycling and waste partner

Strengths of our Company	Benefits to Municipality
99.9% On-time pickup rate	Happy community; fewer calls to city hall
42% safer than industry average	Fewer incidents; safer community streets for children at play
Simple Solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized Globally on Dow Jones Sustainability Index	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web and Smartphone based apps for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Better informed community leads to lower contamination and greater diversion rates





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- **Simple Solutions** – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of unique waste streams that include electronics, universal waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details, alerts, as well as collection schedules, and on-line bill pay.
- **Reliable** – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for 1st call resolution through our fully integrated customer resource centers. Our drivers are the safest in the industry, which means your residents are better off with our team on your streets.
- **Environmental Responsibility** – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, Natural Gas powered trucks, and landfill gas-to-energy plants are all examples of how we drive to be a good neighbor in every municipality we partner with.

## Associations

Republic Services is a member of the following associations and organizations, among others. Republic Services employees are actively engaged in these organizations. In many cases, our employees serve on the Boards of Directors and are elected officers in many of these associations.

- National Waste & Recycling Association (NW&RA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)

**FIGURE 9 We'll Handle It From Here** – Our brand promise to you is backed by our three pillars of differentiation, enabling us to be your preferred recycling and waste partner.

Simple Solutions	Reliability	Environmental Responsibility
<ul style="list-style-type: none"> <li>• My Resource</li> <li>• All-in-One Office</li> <li>• Electronics Recycling</li> <li>• Universal Recycling</li> <li>• eCommerce*</li> </ul>	<ul style="list-style-type: none"> <li>• 99.9% Pickup Rate</li> <li>• 1st Call Resolution</li> <li>• 42% Safer Drivers</li> <li>• Youngest Fleet in the Industry</li> <li>• Digital Operations*</li> </ul>	<ul style="list-style-type: none"> <li>• Recycling Offering</li> <li>• 2,400 CNG Trucks</li> <li>• 73 L/F Gas-to-Energy Projects</li> <li>• Sustainability Commitments</li> </ul>

- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association

## Operating Experience and Training

As requested in the RFP, the following discussion describes how Republic has previously handled or would handle:

- procurement of personnel,
- training of personnel,
- transition of billing & fee collection services,
- determination of routes & operating procedures,
- delivery of containers,
- public education, and
- preparation of procedures to ensure a smooth transition from one service Provider to another and one type of service to another.

## Procurement (Hiring) and Training of Driver Personnel

Republic strives to develop a company where the best people come to work, devoted to meeting the needs of our customers every day, this is one of Republic's core purposes. We take pride in our recruiting effort and retaining talent.

Republic has various methods to procure for new drivers. We have an employment opportunities section on our web site that solicits openings for new drivers, for example. New employees are required to attend and pass a new employee orientation/safety training class. In this class, company policies and standards are fully explained. These include:





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- Republic's alcohol and drug-free workplace;
- DOT requirements; personal protective equipment standards;
- Operation and care of equipment; injury and accident reporting procedures; H
- Hazardous communications procedures; spill prevention and contamination training;
- Collection service standards;
- Recycling and waste contamination communication procedures, service reporting and paperwork procedures.

New drivers typically receive four (4) weeks of training prior to being allowed to operate a vehicle without on board supervision. This training is conducted by a full time Driver Safety Trainer employed by the Area office in Phoenix.

At Republic Services we understand that training is of the utmost importance and should be an on-going effort. As such, we have an annual Defensive Driving course that establishes a uniform baseline for our drivers regardless of their location

## Procurement and Training of Customer Resource Center Agents

Imagine US-based agents available 15 hours every weekday (7 a.m. Eastern time to 7 p.m. Pacific time) and five hours of support on Saturdays. Our CRC agents across the country enjoy the same training, follow the same protocols, and have access to each customers' specific contract details, regardless of their CRC location.

Our call centers are fully networked together, allowing them to support callers from 7 a.m. EST to 7 p.m. PST Monday through Friday and several hours on Saturday. In addition to the call center hours customers also have the ability to reach us 24/7 via our website, republicservices.com, or our smartphone app, known as MyResource. Our self-service options are designed to improve overall response and resolution to customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.

Our CRC agents are given a four-week training program to educate them on all aspects of our business. They complete ride-alongs with our drivers, spend time with dispatchers, maintenance, sales and operations. Then they are trained on each contract to ensure we are in compliance and deliver superior customer service to those residents' specific needs.

Our CRC agents will have easy access to the Town of Paradise Valley specific information to ensure efficient, effective transaction management and they are empowered to make decisions to create win/win solutions for our customers and our business.

Each CRC agent is monitored for call quality on a monthly basis. Each agent listens to their calls and is recognized for things done well and coached in areas of opportunity.

## CRC Agent New-Hire Training Practices

The five week classroom and field training is designed to introduce new employees to the Republic family and create a strong, consistent foundation in the areas of customer-focused service, professionalism, safety and company pride. The training covers:

### New CRC Hire Orientation

- Overview of Republic Services
- Internal customers and introductions of the Customer Service Team
- Introduction to our customer-focused strategy
- Getting to Know Our Business
- Understanding of our municipal partners and contracts
- Ride-along in each line-of-business trucks
- Field trip to the MRF, transfer station and disposal facility
- Shadowing Dispatch, Operation Supervisor/Manager and Accounting

FIGURE 10 Employees are our greatest asset

One of Republics team members conducting a commercial recycling audit







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## Customer Service Training

- Coaching placemat and call-sequencing model
- Soft-skill training
- De-escalation skill training
- Safety training
- Side-by-side training with experienced CRC

## Call Center Equipment and Training

- Phone System
- Billing System
- Email and Chat System
- MyResource Mobile App

## Continuous Training

- Regular role playing activities take place each month with supervisors.
- Strategies for handling common collection and billing questions are discussed.
- Positioning and active listening are demonstrated.
- Ongoing on-line training for system enhancements, safety, processes and procedures.

## Procurement and Training of Operations Supervisors and Managers

For our proposal, existing supervisors and management personnel from our Phoenix office located at 4811 W. Lower Buckeye Rd., Phoenix will provide supervision and management of the Town's contract.

Supervisors and managerial staff go through rigorous and on-going training programs throughout their employment to ensure they are constantly in step with not company initiatives and the latest developments in the industry but also the unique circumstances and higher standards of working for a Fortune 300 company.

Republic Services provides intensive safety training for all operational employees (Operations, Maintenance, Landfill) to develop on-going awareness through a combination of annual, monthly, and weekly training. Safety topics are developed based on accident potential and subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides appropriate translators to engage all employ

ees, encourages open discussion and participation by all and documents every session.

Successful collection operations begin with a seasoned operations supervisor who knows the business as well as your community. Your Republic local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisor, which means that items needing attention are dealt with immediately, and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few if any other companies in the industry dedicate their operations staff to success in this manner.

## Operations Supervisor Training

Our Operations Supervisor training programs are second to none. Every supervisor, upon starting employment at Republic Services, attends a rigorous 2-week boot camp training course. Regardless of prior industry experience, this boot camp level sets all our supervisors on **The Republic Way** of running operations, and builds a strong peer network with those who attend the training together. After the initial training boot camp, supervisors engage in regular refresher and new training opportunities, between 2 and 4 times per year. This yields an operations supervisory team that is able to share best practices and constantly look for ways to improve on the level of service in your community.

In addition, all supervisors and managers within Republic have weekly and monthly training opportunities in their online portal. There are hundreds of training modules housed on our state of art employee portal that employees have access to 24/7. Examples of training modules include ethics training, customer service, sales, routing, and emergency preparedness.

There are also traveling training opportunities where managers can learn about various aspects of the business. Company leaders in each department frequently gather to share lessons learned and best practices with each other. This translates into a more engaged employee base, who transfer their new knowledge to the customers and communities they serve.





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## Experience in Transition of Billing and Fee Collection Services

*We are seasoned experts in the low risk, successful transition of services from your current providers to Republic Services. Through transparent and involved collaboration with you, our seamless transition will leave the Town of Paradise Valley and your residents happy with your choice to switch to Republic Services.*

Republic utilizes an industry leading billing software system called Metavante. Overall, Republic sends out an estimated 2,500,000 residential billing statements customers on a monthly or quarterly basis.

## Billing and Fee Collection Experience

Republic utilizes an industry leading billing software system called Metavante. Overall, Republic sends out an estimated 2,500,000 billing statements to residential customers on a monthly or quarterly basis.

At a time when many service companies are handling billing or service calls through call centers based outside of the United States, we are extremely proud to be delivering high quality customer service with a commitment to keeping jobs here at home. Republic's three sites (Phoenix, Indianapolis and Charlotte) were selected after exhaustive research and employ more than 600 call center experts, trained and staffed to serve your community.

Our siting team looked for cities renowned as call center markets, knowing that there would be a large population of prospective employees with the temperament and skills to seamlessly integrate into Republic Services' Customer Resource Center.

Our mobile web site app, My Resource™ allows the customer to pay in-line and they can also inquire into billing related questions or even view and securely pay their bill.

A comprehensive discuss of the billing and fee procedures we will implement for the Town of Paradise Valley is presented in Section 6.1.

## Determination of Routes & Operating Procedures Experience

Republic's experience and use of advanced industry technologies allow us to create efficient routes that can be modified to accommodate all transition requirements.

## Effective Routing is Key to Performance and Customer Service

We have developed a routing program, Route Editor, that creates the most effective, productive and efficient routing for our trucks. This system establishes a safe pathway through the local streets, while also eliminating unnecessary crossover and backtracking miles. This state-of-the-art program also maximizes fuel savings and minimizes emissions.

Since all route modifications will be done using the Route Editor program, each customer location will be geo-coded by location (located by GPS coordinates) and loaded into the program. This software takes our current operating metrics and service area statistics and creates routes using this information. The Route Editor program takes into account things like population density, landfill or transfer station trip times, historical operating statistics, and material weight per home and truck capabilities to create the most efficient routes. The system then tells us the safest and efficient way to operate these routes, eliminating potential safety hazards like left hand turns and backing. This program also takes into consideration the cumulative weight on the truck and routes it to minimize truck weights to help reduce wear and tear on local streets.

FIGURE 11 Example of our front loading equipment.







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## Carts and Bin Delivery Experience

All container deliveries, carts and bins, will be managed by a dedicated Container Delivery Manager who will be responsible for ensuring timely and accurate containers deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered. This information will be reported to the Town regularly in the form of a status report.

## Public Education Experience

*Public education is critical to maintaining an efficient and cost-effective service for recycling and waste in your community.*

The goal of Republic Services Public Education and Outreach Program is to educate residents on industry trends and the services offered by Republic Services. We do this by engaging local residents about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and state requirements. We have extensive experience designing and implementing customized education and outreach programs for residential customers that effectively promote recycling and increase diversion.

Republic has implemented thousands of various public education and outreach programs to its municipal customers throughout the U.S.

Republic is committed to working in partnership with the Town of Paradise Valley to develop and disseminate effective, targeted public education and promotional materials on a regular basis to all residential customers as part of a larger effort to achieve the Town's sustainability goals. Republic brings a proactive, integrated approach to its customer communications and uses a variety of methods, to convey service and recycling messages to reach various audiences.

## Transition Experience

As a current service provider, Republic is in the strong position to provide the Town of Paradise Valley with the assurance of a durable asset base and decades of experience serving residents. As we continue to prove on a daily basis, Republic is an efficient, effective, and responsive partner meeting the solid waste, recyclables and disposal needs of our customers with a high level of environmental sensitivity. Working collaboratively with the municipality we serve, Republic prepares and executes a detailed

outreach campaign advising customers of the new services including how to subscribe, delivery and cart set-out instructions, how to use the new service and the benefits of the new services. Our public education and outreach specialist and management team works closely with local municipal staff to ensure our public education activities are in line with their expectations and that customer inquiries are handled effectively.

Republic has taken on the complex task of initiating or providing expanded services to numerous communities throughout the U.S. Our success in initiating new services is due to our personnel understanding the need for attention to detail and the organizational skills necessary to successfully complete these types of projects. Ultimately, implementing new services in a community not only depends on the ability of the service provider to prepare properly in advance, but to also execute the plan in a manner that disrupts existing service as little as possible. A major contributor to our transition success is the integration of best practices, which include:

- Relying on our strong Corporate Procurement team to order vehicles and containers through our national suppliers
- Execution of strict safety training for all employees in the months leading up to service transition
- The use of Route Editor to efficiently route and to assist in the execution of any container delivery plan
- Distributing simple, easy to understand, public education and outreach material that educates the customer on the transition, subscribing to services, contacting us for assistance and provides details on diversion practices at homes.
- Utilizing our integrated management and customer service system, InfoPro, allows for smooth transition for customer account information and any other pertinent details to ensure no interruption of service

Republic employees are consistently trained and updated on all of our policies, procedures and systems so they are always prepared for any new contracts or changes in service transition with little impact on the customer. If any challenges arise, we are able to manage and resolve in a timely manner.



## 4.2 Key Personnel

Over the years, Republic's local management team has demonstrated exceptional commitment to the highest service standards in the industry. We've proven responsiveness to solving customer service issues, developing effective public education materials, implementing new and environmentally responsible programs

Our local team will be vital to the successful delivery of this contract and its daily operations. The team's unique combination of collection experience, recycling expertise, and innovative management systems will ensure quality service for the duration of the contract. Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in the region. As a result of retaining experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various

business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as disasters. In times of challenges like this, our area and corporate teams activate to ensure people, assets and services are safe and can return to normal operations as soon as possible. This is considerable benefit and risk mitigation to the Town that many other providers in the industry are unable to stand behind.

As a result, we are the experts when it comes to performing the various day to day responsibilities required to successfully service Paradise Valley – no transition or learning curve required.







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The key personnel that will be assigned to the ongoing management of this contract are described below.



### **Heath Eddleblute**

#### **Area President, Southwest Area**

Heath is a team-oriented executive with 21 years of experience creating business sustainability in multiple challenging markets across field, regional, and corporate levels. He works with General Managers to develop and implement municipal marketing strategies.

Heath is an accomplished professional with significant business acumen in finance, sales, operations, and market strategy. As Area President, he consistently collaborates across multiple functional teams to build durability in operating processes and procedures. A passionate and energetic leader who consistently demonstrates desired leadership behaviors. His strongest aptitude is in developing talent methodically and strategically. Heath has a Bachelor's degree in Interpersonal & Organizational Communication from Ohio State University, Columbus, OH.

Heath shall dedicate approximately 5% of his full time equivalent work week to the Town.



### **Alberto Guardado**

#### **Area Director of Operations**

Alberto is a 23 year industry veteran. He graduated from the University of San Diego in 1998 with a BA in Business.

Alberto worked for Waste Management, prior to joining Republic. During his career he has been responsible for collection, landfills, transfer station and material recovery facilities, across the Southwestern United States.

Alberto began his career with Republic Services in 2012, as General Manager for Republic Services of San Diego. In his current role of Director of Operations, Alberto partners with the General Managers and the business unit teams in the Phoenix, San Diego, and Orange County.



### **Tom Baker**

#### **Area Sr. Manager Municipal Services, Southwest Area**

Tom Baker has been in the recycling and trash industry for 25 years. His primary focus during that time has been municipal sales and business development. In his current role Tom is in charge of all municipal sales activity in Arizona and Southern California. Previously he has owned his own hauling and consulting businesses and helped to grow some of the largest companies in the industry. Tom's background in operations and finance gives him a broad base of industry knowledge. Tom holds a BA in Accounting and Master Degree in Taxation from Georgia State University in Atlanta.



### **Tricia PonceDeLeon**

#### **General Manager**

Tricia graduated from Arizona State University in 1993 with a BA in Accounting.

Tricia worked for Waste Management, Newell Rubbermaid and Phillip & Company, where she gained knowledge and experience in distribution, manufacturing, and service industries, in well-established companies, start-ups and troubled companies and divisions.

Tricia began her career with Republic Services in 2004, as Assistant District Controller for Allied Waste of Phoenix. She has held several positions with Republic Services including Division Controller, Operations Manager and Assistant General Manager, and most recently General Manager in San Diego. Tricia moved back to Phoenix as General Manager in early 2016.

Ms. PonceDeLeon shall dedicate approximately 20% of her full time equivalent work week to the Town.

#### **References:**

Raymond Rees, Facilities/Environmental Supervisor  
Town of Fountain Hills  
480-816-5180  
  
Robert van den Akker, Environmental Manager  
City of Buckeye  
Public Works  
623.349.6805



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## **Anthony Deitch**

### **Operations Manager**

Anthony joined the Republic Services team in 2007 as a driver after 16 years of experience in the Southern California waste industry.

He studied Solid Waste Management and labor studies at Los Angeles Trade Tech College in Los Angeles, California.

Anthony has extensive experience in operation and performance management, budgeting and planning, coaching & development, all of which help support his role as an Operations Manager for Republic Services.

His knowledge is extensive in the operations of frontload, roll-off, side, and rear load trucks. Anthony also has experience in the operation of landfills.

Anthony shall dedicate approximately 20% of his full time equivalent work week to the Town.



## **Alan Rau**

### **Maintenance Manager**

Alan came from Veolia Transportation, where he managed a fleet of 200 transit buses with over 40 technicians. Prior to Veolia, Alan was the Regional Fleet Manager at Frito-Lay, with responsibility for the Mountain Region Fleet in 13 States, over

1200 vehicles.

Currently, Alan manages the Fleet Maintenance in the Phoenix business unit, consisting of 3 maintenance locations and 233 vehicles.

Alan earned an AAS Degree from Oregon Technical Institute with continued study in Transportation Law and Logistics at Portland State University.

Alan holds Master Technician Certifications in Medium and Heavy duty Trucks, Automotive and Transit Vehicles.

Alan shall dedicate approximately 10% of his full time equivalent work week to the Town.



## **Lonnell Harris**

### **Sales Manager**

Lonnell graduated from Clark Atlanta University in 1998 with a BA in Business Admin/Marketing and from Keller Graduate School of Management with an MBA in 2004.

Lonnell began his career at GE Capital where worked for 10 years in various Marketing and Field Sales roles spanning Atlanta, Chicago, Kansas City, and finally Phoenix.

In 2008, Lonnell moved on to work for Cintas Corporation for 6.5 years where he progressed from Advanced Management Candidate to Uniform Sales Rep, Facility Services Sales Manager, and finally Market Sales Manager.

Lonnell began his career with Republic in July 2015.

Lonnie shall dedicate approximately 10% of his full time equivalent work week to the Town.



## **Barry Anderson**

### **Division Controller**

Barry began his career with Republic Services as a summer intern between his junior and senior year at Brigham Young University. After graduating from BYU with his Master of Accountancy degree in 2009,

Barry was hired as the Staff Accountant in the Salt Lake City Hauling division of Republic Services.

Barry then moved to Henderson, Nevada, as the Division Controller of the Southern Nevada Hauling division. After 3 years, he moved to Phoenix, Arizona, to act as Division Controller of the Phoenix Hauling division in 2016.

Barry shall dedicate approximately 10% of his full time equivalent work week to the Town.





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## 4.3 Statement of Independence

Republic has been very careful to maintain proper communications channels throughout this process and will continue to maintain appropriate relationships with elected official and town staff for the new agreement. We are not aware of any conflict that would preclude us from participating in this process or the subsequent contract.





## FORM 5: Method of Approach

### 5.1 Vehicle Requirement Compliance

#### Description of Vehicles and Collection Equipment

The following details Republic's equipment plan to perform collection of single-family residential at for the Town of Paradise Valley. Our collection equipment plan is based on the following number of accounts, account frequency and estimated annual tons collected for the line of business. For our collection equipment selection, we have also considered the special and unique topographic conditions of the Town including steep and narrow hilly roads, long private drive ways, and other road conditions. Table 1 presents a list of the proposed collection equipment including the number of collection vehicles, make, model, age, description of equipment, and materials to be collected by the vehicle. Republic will dedicate to the Town of Paradise Valley.

Republic will service all residential customers using:

- Three (3) used diesel automated side loader (ASL) and three (3) new ASL CNG fuel vehicles for residential cart customers;
- Used Front Loaders vehicles for servicing 2, 4 and 6 yard bins.

Republic Services' operations team is market-leading through training, collaboration and hands on experience

- The most robust operations supervisor training in the industry
- Average of 15:1 route to dedicated supervisors ratio – means prompt response and oversight for your community
- Youngest fleet in the industry
- Environmental Responsibility - over 2,400 CNG trucks nationwide
- Reinvesting in state of the art equipment and facilities.
- Proven optimized routing process ensures efficiency, safety and minimal impact on Town streets

Republic has selected these particular vehicles for numerous reasons, including:

- Vehicles have proven to be among the strongest, safest and lowest maintenance trucks in the industry.
- All vehicles will be new (CNG) or used (not older than 2007) at the time of implementation on April 1, 2018. Republic will replace collection vehicles that are older than 10 years over the period of the agreement.

FIGURE 12 List of Rolling Stock Equipment

Truck Number	Year	Make	Model	Body	VIN
2492-4753 (ASL) 4753-N PHX	2013	Peterbilt	PB320	Heil	
2493-4753 (ASL) 4753-N PHX	2013	Peterbilt	PB320	Heil	
2495-4753 (ASL) 4753-N PHX	2013	Peterbilt	PB320	Heil	
New ASL -CNG	2017	Peterbilt	520	McNeilus ZR (Zero Radius)	N/A
New ASL -CNG	2017	Peterbilt	520	McNeilus ZR (Zero Radius)	N/A
New ASL -CNG	2017	Peterbilt	520	McNeilus ZR (Zero Radius)	N/A





- First-hand local knowledge shows that the various vehicle and sizes are best suited for the Paradise Valley service area.

All collection vehicles are operated by a single driver. Each truck is painted in a uniform manner in Republic blue and features the Republic logo.

## Automated Side Loader Vehicle for Cart Container Collection

The Automated Side Loading vehicle will be the main collection vehicle for serving the 96 gallon solid waste and recycling cart containers. The truck is a dual-side-drive, low-step three-axle model that facilitates easy ingress and egress for the driver to the curbside. The low-entry cab design promotes safety, reduces potential injury, and increases productivity. The ASL vehicle also has a large 5-cubic yard hopper that greatly reduces the chance of litter and spillage.

The ASL features a patented arm, which has an unmatched level of precision. The patented vertical lift design moves the arm from ground-to-ground operation at 8-12 seconds, allowing for maximum curbside pickup in less time. The arm's design feature prevents spillage, which saves driver time while also protecting the environment. The arm's design also minimizes truck rocking. Most automated truck manufacturers have automated arms that begin picking up the cart container immediately, which can mean the arm is extended nearly seven feet while supporting the weight of the container, causing the truck to rock while the contents are being dumped. With our trucks, the arm is retracted for lifting, so the weight is over the suspension of the vehicle. This keeps the truck from rocking, which can greatly reduce driver fatigue, injury, spillage and weight damage to the road surface.

The ASL cart container collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop. The curbside collection process is as follows:

1. Driver pulls up to the curb.
2. Driver activates a toggle switch to extend the automated arm to the curbside container.
3. Driver activates another toggle switch to position the arm-grabbing mechanism and takes hold of the container.
4. Driver operates the arm and brings the container to the body of the collection vehicle.
5. Driver operates the arm to activate the vertical lift that dumps the contents of the container into the hopper. The vertical lift reverses and brings the container back to the operating surface.
6. Driver operates the arm, grabs the container, and returns it to its original location at the curb, and
7. The hydraulic mechanism within the body of the vehicle automatically compacts the load within the truck body.

These ASL vehicles are equipped with efficient hydraulic systems that allow for compaction at idle speeds or even while on the move (operation-at-idle) technology. Our fleet includes an automatic shut-off system that keeps trucks from idling more than 3 minutes, saving fuel and promoting cleaner air.

Each vehicle will also have smart back-up technology alarms that reduce noise based on background ambient noise levels. All collection vehicles will also be equipped with a remote camera that allows driver's full visual access to the field of operation. The used ASL vehicles will run on low sulfur diesel fuel, while the 3 new ASL's we plan to purchase will use compressed natural gas (CNG) fuel.

For situations where the collection driver will exit the vehicle for "Walk Up Service", this service would require retrieving all solid waste and/or recycle cart containers from the residence (designated storage location) and bring to the collection vehicle. This could include the ability to drive the truck onto the driveway if approved by the subscriber.

FIGURE 13

View of a typical automated side loader tipping a cart container.







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## Front End Loading (FEL) Vehicle

Republic proposes to provide 2, 4 and 6 yard bin service to residential customers using used Front End Loading (FEL) vehicles. The chassis are manufactured by Autocar and Peterbuilt and have 40 yard capacity bodies made by McNeilus. Each unit will have a maximum capacity of 10 tons of wastes, or recyclables, and the collection body is sealed to contain all contents. The FEL vehicle will run on low sulfur diesel fuel. We have selected these vehicles for a number of reasons:

- Supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry.
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service.

Use of this equipment currently in the Town of Paradise Valley and other cities in the Phoenix area will enable the sharing of common parts and factory-trained technicians within the collection network.

## Keeping Your Curb and Street Clean

At each stop, our driver will also make sure that the following procedures are followed:

- Cart or bin container is returned to the curb or enclosure in its original location.
- Lid on cart or bin container is closed.
- Any spillage is picked up and deposited in the collection vehicle.
- Driver will report any service issues, i.e., damaged containers; carts or bins not out; and over loaded cart or bin.

## Less wear-and-tear on Town roads

Larger trucks mean fewer trips, fewer emissions, more efficient operations (fewer trips needed to a disposal or processing site) and less damage to the Towns' roads. Monitoring that our trucks are not over loaded also will ensure that roads are not damaged due to the weight of the vehicle. At Republic, we are good stewards of the environment and ratepayer dollars.

## 5.2 Collection Service Types (Basic, Standard and Additional Services) and Route Schedules

As shown below in Figures 1 and 2, Republic has developed collection route maps and schedules showing the day each portion of the Town will receive Basic Service and Standard Service assuming every other residential unit is a subscriber to Basic Service and the remainder are subscribers to Standard Service.

### Basic Collection Service

Republic will provide residents in the Town with the following the Basic Services.

- Once-per-week curbside solid waste collection. Day of the week for collection to be negotiated between Republic and Town upon award.
- Once-per-week curbside recycling service that collects those materials listed in section 4.3.5 of the RFP.
- Solid waste and recycle collection shall be on the same day.
- Provide a single 96 gallon (or equivalent) solid waste receptacle.
- Provide a single 96 gallon (or equivalent) recycle receptacle.
- Republic has obtained the necessary waiver of twice-per-week collection from the Maricopa County Health Department;
- All Special Collection Services as listed below.

### Standard Collection Service

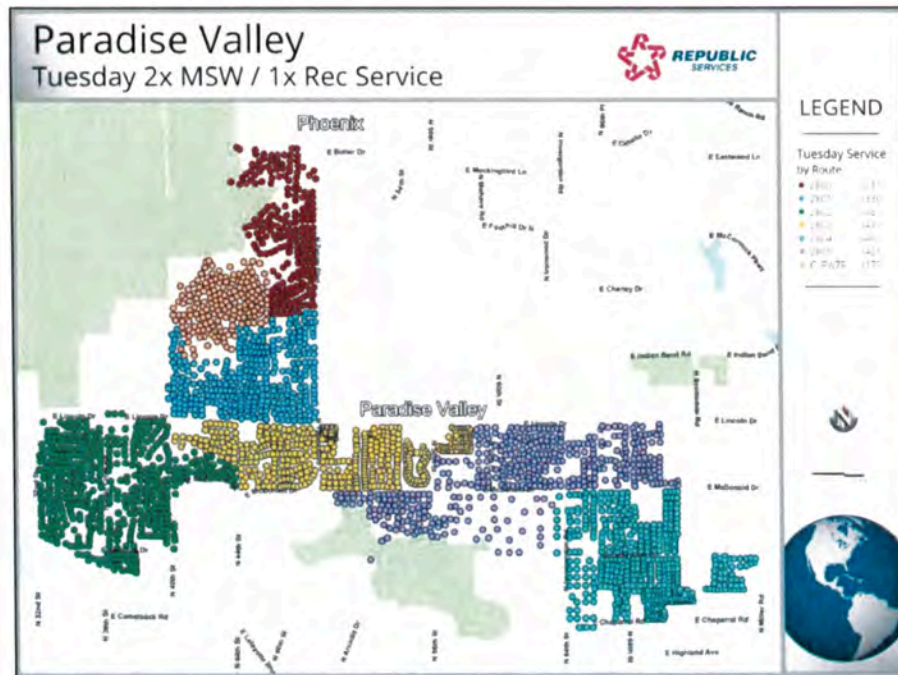
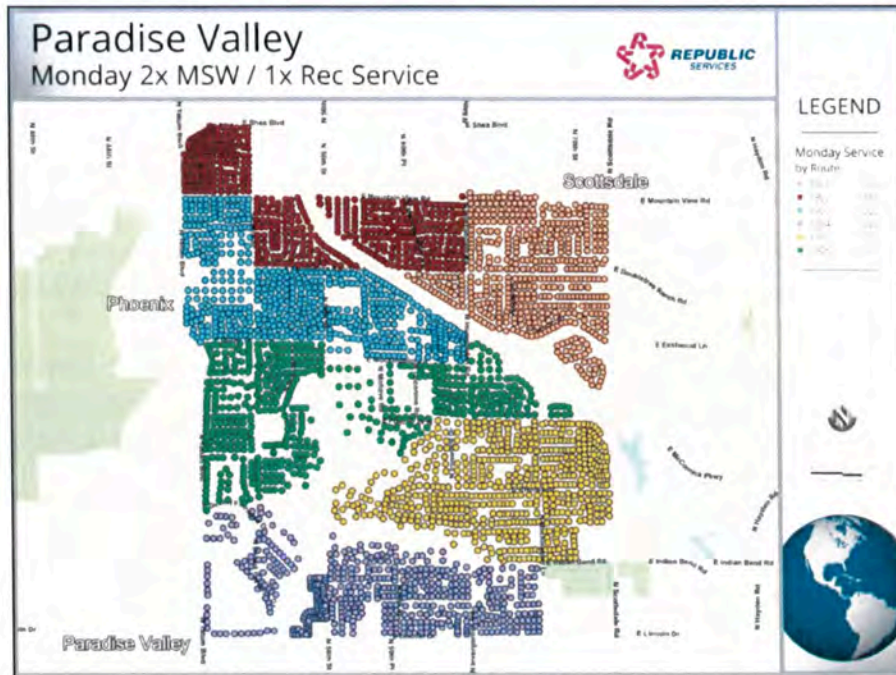
Republic will provide residents in the Town with the following the Standard Services.

- Twice-per-week curbside solid waste collection.
- Days of the week for collection to be negotiated between Republic and Town upon award.
- Provide a single 96 gallon (or equivalent) solid waste receptacle.
- Provide a single 96 gallon (or equivalent) recycle receptacle.
- Once-per-week curbside recycling service that collects those materials listed in section 4.3.5 of the RFP.
- Recycle collection shall be on the first pick-up day of the week;



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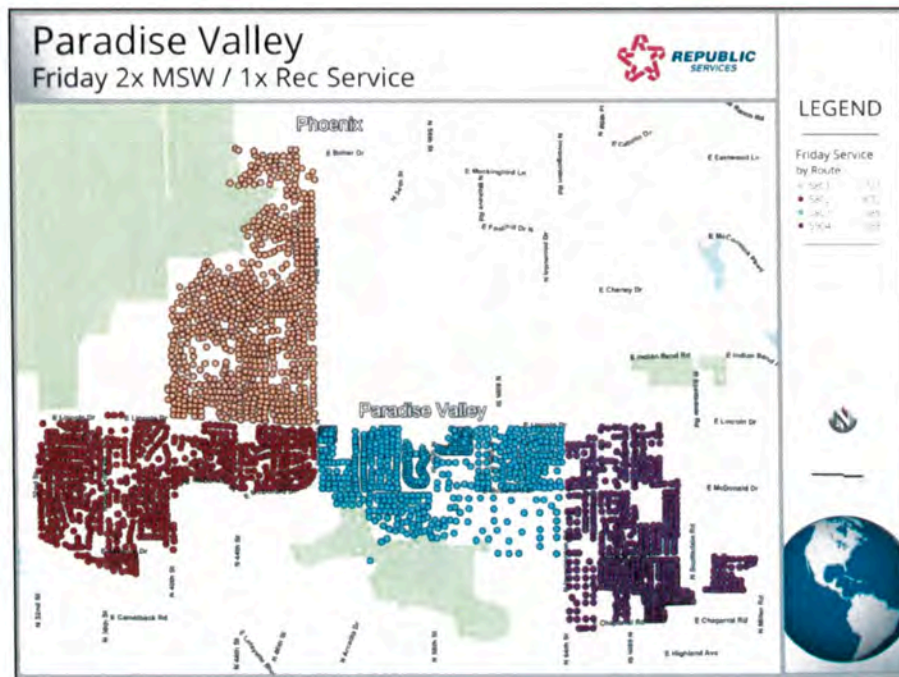
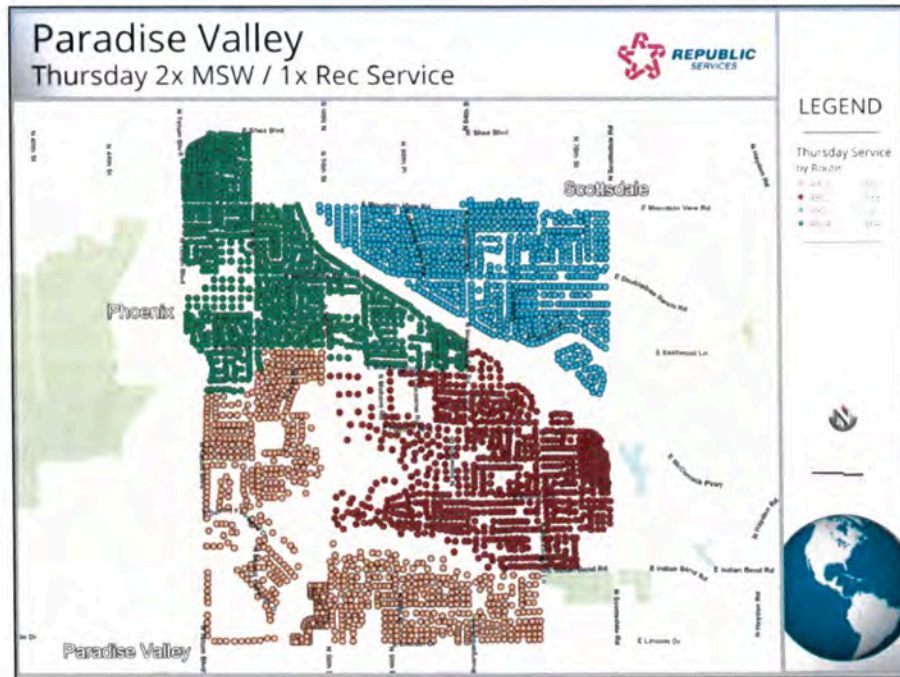






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## Additional Services

Republic will provide residents in the Town with the following the Additional Service offerings.

- Additional 96 gallon receptacles;
- Dumpsters – Residential Only (not construction) in sizes that include 2 yard, 4 yard and 6 yard bins
- Walk Up Service – Republic will retrieve all solid waste and/or recycle receptacles from the residence (designated storage location) and bring to the collection vehicle. This could include the ability to drive the truck upon the driveway if approved by the subscriber. Pricing shall be a standard fee based on an average distance from the street to the receptacle per 96 gallon receptacle.
- Additional Pick-up – Republic will provide an additional pick up of receptacles as part of the Basic Service or Standard Service subscription. Subscribers would only be allowed one additional pick-up per month, and/or one additional pick-up per week in the month of December, on a day of the week mutually agreed upon by the Town and Republic upon award of the license.
- In order to achieve the goal of limited truck traffic on residential streets, Additional Pick-Up service will be discouraged and Republic will work with customers to “right size” their needs and suggest subscribing to additional container(s).

Collection service will commence beginning at 6:00 A.M. and ending by 6:00 P.M. on Monday, Tuesday, Thursday and Friday

## Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late set-out, or spills and litter resulting from collection, our CRC agent will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the supervisor that the task has been completed.

Republic will collect late set-outs upon notification by the customer on the first instance of violation as a courtesy without any additional charge. After a second violation, the driver radios dispatch and the dispatcher enters the information in the customer file to maintain a record of late setouts and actions taken by drivers.

To provide an efficient and effective mechanism to monitor the work orders, our administrative assistant will print a summary report of all open work orders daily and distribute such to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by the route supervisor and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CRC agent and all notes are closed within two business days.

## Improperly Prepared Setouts

If the customer sets out a cart or bin container that include non-conforming materials (e.g., solid waste placed in a recycling cart), Republic will leave a non-collection notice. As an enhancement and to mitigate frustration on the part of the customer, Republic proposes to collect nonconforming materials on the first instance of violation and leave a courtesy notice provided the non-conforming materials do not contain hazardous materials/ substances, or pose physical risk to the driver. The courtesy notice will describe the type of violation and will warn the customer that in the future the container will not be collected if it contains non-conforming materials.

In the event of subsequent violations, the material will not be collected and a notice will be left on the container identifying the reason(s) for non-collection. After leaving the notice on the container, the driver will make a note for the customer service department and explain the action taken, which will be entered nightly by the operations clerk. The CRC agent fielding the call will enter this information in the customer file to maintain a record of non-conforming setouts and the actions taken by the driver.

## Noise complaints

CRC agent notes any received noise complaint from customers and informs operations. Route supervisors immediately contact driver and take appropriate action to ensure drivers are operating within authorized collection parameters. Customer service agents will contact customers and report action taken.

## Missed Pick-ups, Holidays & Schedule Disruptions

In the rare event of a missed pick-up of a cart or bin, Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our MyResource app and the Call-Em-All automated calling system.





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## 5.3 Disposal Contracts

Garbage collected from the Town of Paradise Valley will be direct transferred to the Republic Services owned transfer station located at 1500 S 7th St, Phoenix. From there, the materials will be transferred and hauled to the Company owned Southwest Regional Municipal Solid Waste Landfill located at 24427 SR-85, Buckeye, AZ 85326. Republic's Southwest Regional Municipal Solid Waste Landfill has 22 years of remaining capacity and can accommodate all the solid waste disposal needs of the Town of Paradise Valley through the term of the contract.

## 5.4 Container Damage and Replacement Procedures

Republic enjoys a partnership with a vast network of national suppliers who accommodate our collection container needs with accuracy, efficiency, durability and use of recycled material.

We propose to purchase and deploy wheeled carts manufactured by SSI Schaefer Systems International, Inc. that are specially designed to accommodate the fully automated collection system. While performance of a fully automated wheeled cart can be measured in numerous ways, we gauge cart viability by a set of principal criteria: durability, functionality, appearance, and most importantly, ease of customer use. Republic expects a cart placed into service should remain serviceable for its intended life of 10 years, barring any extraordinary misuse or mistreatment. Republic's experience in other communities has shown that a high level of container reliability has a positive impact on customer satisfaction.

Republic intends to purchase carts with the body blue in color and a black lid for solid waste and powder-blue lid for recyclables.

Collection carts for automated garbage and recycling services will have a capacity of 96 gallons and be made of durable plastic as illustrated in the figure to the right.

Extra carts will be purchased so a reserve inventory can be available quickly for new customers or to replace damaged carts. Carts will have two wheels and a handle for ease of maneuvering them up/down hills and long distances.

Each cart container (including hardware) shall be fully guaranteed for ten (10) years against breakage or material failure.

When the word container is used in this specification, it is defined as a complete unit including full lid assembly, wheels, lids,

hinges, axles, and handles which fail by reason of improper or inadequate materials or defective workmanship, or insufficient resistance to weathering or any other cause other than negligence or abusive use by third parties or homeowners. The cart containers shall meet the following specifications in all material respects. The Town Manager or designee shall approve any deviations from the specifications.

### Cart Container Body

Cart containers will be constructed of injected molded, and contain approximately 30 percent post-consumer materials and have a manufacturers' warranty of 10 years. The plastic cart material will be UV stabilized for maximum protection and longevity.

Recycling carts will also have a sticker placed on the lid with single-stream recycling information defining acceptable and non-acceptable recyclable materials for the collection program.

### Container Handle Mounts

Integrally molded part of container body made of the same material as the body and requiring no hardware (no caps, screws, metal hinges, or PVC pipe).

### Cart Container Lid

Each cart container shall be equipped with a convex shaped lid designed to continuously overlap the body. It is designed to prevent rainwater and vectors (rodents, flies, etc.) from entering the container. The lid will be of one-piece construction and made from the same material as the container body. The lid should open to a position of 270 degrees for the closed (horizontal) position and hang open without stressing the lid or container body.

REGULAR  
WASTE

Black



RECYCLING  
ONLY

Light Blue





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## Cart Container Wheels and Axels

Each cart container shall be fitted with a minimum of a 7/8" diameter, cold rolled, galvanized steel axle mounted in the container body through yokes which in turn are molded into container body and providing permanently lubricated bearing surfaces. Each container shall be equipped with two (2) plastic molded / snap-on wheels, rated for 200 pounds of load per wheel. Wheel diameter shall be a minimum of twelve (12) inches.

## Cart Container Capacity

Each cart container volume should be a maximum of 96 US gallons.

## Cart Container Stability

Carts are designed to prevent being turned over by winds up to 25 MPH in any direction when empty.

## Cart Container Repair and/or Replacement

In the event a cart container becomes damaged, the customer can contact us via our My Resource™ app to request a replacement unit at no additional costs. We will replace the cart container within 5 businesses days at no cost and no delivery charge to the customer and return the damaged cart to our shop for repair or recycled.

In addition, our drivers are charged with reporting all containers in need of repair. Once reported by the driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

## Bins Containers

Residential customers will also be able to rent metal container bins made by Wastequip, one of Republic's reliable national suppliers as shown in figure below.



The bins are designed for compatibility with our FEL vehicles and come in various sizes including 2, 4 and 6 cubic yards in capacity. The bins also have four heavy-duty wheels, are easily maneuverable into position and have plastic lids. Our containers have been proven the most durable in what is typically the most punishing segment of a collection program. The average life span of these containers is typically 10 years. Solid waste bin containers will be branded in standard Republic blue in color and visibly marked for Garbage Only, and additionally marked as Recyclables Only for recycling materials to remind customers to place the appropriate materials in the bin.





## 5.5 Collection of Recycling Materials

Republic will offer Town of Paradise Valley customers weekly, fully automated single-stream recycling collection services. 96 gallon recycling carts will be serviced on the same day with the same equipment and in the manner as residential solid waste carts. Recycling carts will have a label attached with single-stream recycling information and instructions.

Republic is committed to keeping contamination in recyclables at the absolutely lowest level possible. The local management team will collaborate with Town staff to develop proactive public education programs to ensure the lowest level of contamination and the highest levels of diversion. Working with individual customers to reduce contamination in the materials set out for collection is the one of the keys to collecting clean loads. Republic believes the success of its recycling program is due to consistent interaction with the individual customer. Customer education and Republic's involvement is vital in meeting and exceeding diversion requirements and establishing solid sustainability practices. By ensuring customers receive appropriate and easily accessible educational material we are able to deliver clean material to the designated MRF for processing. There will be periodic and random cart and bin checks by our in-field supervisors to help identify contamination prior to collection.

The following is a list of acceptable and non-acceptable recyclable materials to be collected from the Town's residents that will be processed at a third party materials recovery facility (MRF) owned by the City of Phoenix and operated by ReCommunity, a third-party operator.



## Acceptable Materials

- Paper Products (sheets of paper, mail, newspaper, magazines)
- Hard Plastic Products ( jugs, bottles, jars, cups, to-go containers)
- Metal Products (food cans, aluminum, beverage cans, part trays, aluminum foil)
- Cardboard boxes (boxes, packaging and food boxes, paper towels, toilet paper tubes)
- Food and Beverage Cartons (food and beverage cartons- milk, juice, soup, crackers, cream, water, or broth, etc.)
- Glass Products ( bottle, jars)

All materials must be emptied of liquids and free of food scraps and grease before tossing them in the cart.

## Unacceptable Materials

The following list represents items that cannot be placed in the recycling cart. Republic will make Paradise Valley residents understand that some of these unacceptable items may be recycled elsewhere.

- Batteries (vehicle, rechargeable, alkaline, lithium ion, nickel-cadmium, nick-metal hydride batteries)
- Thin Paper Products (tissue paper, toilet paper, paper towels, napkins)
- Soft Film Plastics ( plastic kitchen bags, plastic shopping bags, thin film plastics, Styrofoam, candy wrappers, chip bags)
- Large Metal Items (metal sheets, electronics, car parts, hoses, lights)
- Greasy Cardboard Food Containers (pizza boxes, to-go boxes)
- Specialty Glass Items (light bulbs, ceramics, sheets of glass)
- Miscellaneous (grass, yard waste, food waste, clothing, diapers)





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## Recyclables Processing Site Information

### **Name, Location, and Description of the Processing Facility where Recyclable Materials will be Handled**

City of Phoenix Transfer Station, 1500 S 7th St,  
wwPhoenix AZ 85034.

### **Name of Owner and operator of the Facility(ies) that Owns and/or Operates the Processing Facility**

Republic has a contractual arrangement with the City of Phoenix (Owner) to drop-off recyclable materials at their material recovery facility (MRF) located at the Phoenix Transfer Station, 1500 S 7th St, Phoenix AZ 85034. The MRF is operated by a third-party operator, ReCommunity.

On August 24, 2017, Republic announced that it has entered into a definitive agreement to acquire ReCommunity Holdings II, Inc. and its subsidiaries. ReCommunity operates 26 recycling centers in 14 states, including the City of Phoenix MRF located at 1500 S 7th St, Phoenix AZ 85034. We anticipate that the acquisition will close in the fourth quarter of 2017 and, if the transaction is closed, we anticipate leveraging the additional ReCommunity capabilities in servicing the recycling needs of the Town of Paradise Valley.

### **Contact Name and Phone number of the Site Manager:**

Charles Hamstra, (602) 495 0496

### **Term of the Contract**

See the following documentation

FIGURE 14 Did you know that one bale of aluminum contains 35,000 cans?





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	<b>CONTRACT AMENDMENT</b>		<b>CITY OF PHOENIX</b> Public Works/Procurement 200 W. Washington Street 7 <sup>th</sup> Floor Phoenix, AZ 85003
	Effective Date: 7/24/17 Solicitation No.: N/A SRM/SAP Contract No.: 4701001907 City Clerk Contract No.: 130693 Amendment No.: 4		
Contract Title: Reciprocal Services Agreement For Solid Waste and Recyclable Materials		Buyer Name: Crystal Ramirez	
Contractor Name: Allied Waste Industries of Arizona		Telephone No.:	
Contractor E-mail:		Buyer E-mail:	
<b>THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:</b>			
Pursuant to the Contract's terms and conditions, the contract term is exercising the option to extend for one (6) year option beginning <b>July 2, 2018</b> through <b>July, 1 2024</b> .			
Except as amended, all other terms and conditions of the Agreement and any prior amendments not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the documents in the following order will prevail and control: (1) most recent amendment; (2) Amendment No. 3; (3) Amendment No. 2; (4) Amendment No. 1; (5) original Agreement.			
<b>ALL OTHER CONTRACT PRICES, TERMS, AND CONDITIONS WILL REMAIN THE SAME</b>			
Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Public Works/Procurement.			
Signature <u>Heath Eddleblute</u> Printed Name <u>Vice President</u> Title <u></u> Date: <u>8/21/2017</u>		Ginger Spencer Public Works Director  ATTEST:   Deputy City Clerk	

Revised 05/10/2017





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## Recyclable Materials Accepted by Processing Facility

It is the intent to use the City of Phoenix owned Transfer Station & Material Recycling Facility for all single stream collection processing for the Town of Paradise Valley. This facility accepts all recyclable materials listed in the previous section.

### City of Phoenix, 27th Avenue Transfer Station Fact Sheet

#### BACKGROUND

The 27th Avenue Transfer Station and Material Recovery Facility opened in February 1995. The facility is located close to the downtown corridor and services customers located primarily in the southern portions of the city. The facility received a major retrofit in 2011.

#### DESIGN

The transfer station and recycling operations floor are under one roof to reduce noise, dust, and litter. The design of the 27th Avenue Transfer Station was planned to manage essential segments of solid waste management. These segments and their current processes are described below:

#### Solid Waste Transfer

- On the commercial floor, solid waste is transferred to large transfer trailers.
- These trailers are then hauled 45 miles to the State Route 85 Landfill.

FIGURE 15 Unloading single stream recyclable at a transfer station.



- Self-Haul Area
- This area allows residents and small business haulers to unload separate from large commercial vehicles.
- The material is then loaded into larger trailers to be hauled to the State Route 85 Landfill.

#### DIVERSION

27th Avenue Transfer Station contributes to the citywide goal established by the Mayor and City Council in 2013 to divert 40 percent of solid waste by the year 2020.

#### Recyclable Material Sorting (MRF)

- The recycling area provides an operation in the southern region of the City of Phoenix for collecting, sorting, and processing newspaper, cardboard, paper, plastics, metals, and glass.
- The facility was renovated between 2010 and 2011 and resumed operations in January 2012.
- A mixed broken glass collection system was installed August 2016.

How materials are sorted:

- First recycling is sorted manually – people at the start of the process will remove any contamination such as plastic bags, chip packets and other non-recyclable items.
- The recyclables then move along the conveyor to a series of large decks with rotating shafts and rubber disks often referred to as ‘star screens’. Paper and cardboard travel over the star screens while the non-fiber items fall through the holes onto another conveyor belt.
- Manual sorters conduct a final quality check of the paper and cardboard, bale them up and send them off to the paper mills to begin the paper and cardboard recycling process.
- Steel cans are removed on the next conveyor using a very strong overhead electro magnet and are dropped into a hopper. They are then compacted and baled ready to be sent to the steel recycler for the steel recycling process.
- Aluminum cans are pulled off the conveyor belt using an ‘eddy current’ which works like a reverse magnet. The aluminum cans are compacted and baled in a similar fashion to the steel cans and are then ready to undergo the aluminum recycling process at the aluminum smelter.





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- Plastics are identified and removed either through an optical (automated) or manual sorting process. The plastics are then manually baled up depending on the type (as per the numbered code on the item) and sent to the plastics recycler to begin the plastics recycling process.
- The remaining glass is dropped off the end of the conveyor into a large container. From here it is taken to the glass recycler ready to start the glass recycling process.

### Composting

- A temporary mulching area is adjacent to the facility for the collection and processing of green organic material.
- In January 2015, a pilot Compost Facility was created to divert food scraps collected at City-sponsored special events, beginning with Super Bowl XLIX. In addition to food scraps from special events, the compost produced at the pilot facility includes residential yard waste clippings, parks and landscaping clippings, large animal manure and food scraps from commercial businesses. The compost produced at the pilot facility meets US Composting Council's Seal of Testing Assurance (STA) standards.
- The 27th Avenue compost facility held a grand opening in April 20th, 2017. The facility has the capacity to process up to 55,000 tons of organics annually. Over time the facility is expected to grow to process up to 110,000 tons annually.

### Diversion Area

- A separate area is located at the facility for the collection and diversion of: metal, hard plastics, tires, appliances and mattresses.

### OTHER FACTS

- The facility is located on 60 acres of city owned land located at 27th Avenue and Lower Buckeye Road.
- Total operational staff at 27th Avenue Transfer Station is 47. This includes onsite Engineering and Inspections & Maintenance groups.
- The facility is adjacent to the 27th Avenue Landfill. The landfill is 147 acres and contains 9 million tons of solid waste material. The landfill was opened in 1978 and closed in 1995.
- The hours and days of operation are:
  - Monday – Friday: 5:30 am – 5:00 pm Saturdays: 6:00 am – 3:00 pm, Closed Sundays and city observed holidays.

### Diversion Program

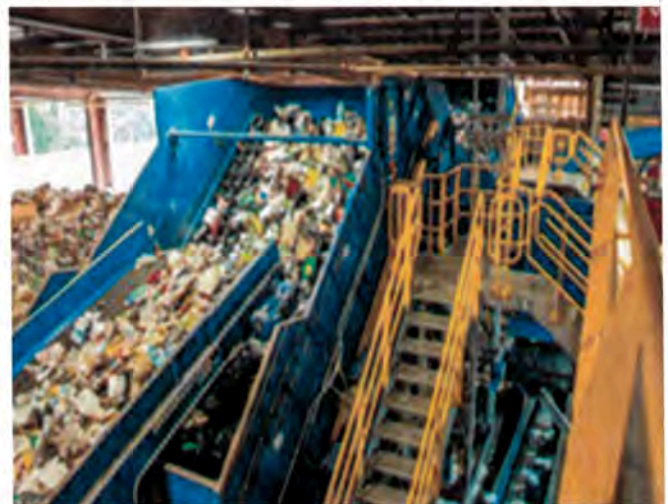
Republic has established an aggressive schedule and targets for its diversion requirements, and it should be noted that achieving these diversion requirements are highly contingent on program participation and characterization of the waste streams. In order to meet and maintain the diversion requirements, Republic will work closely with the Town, and the community to increase recycling participation and thereby increase diversion numbers. To achieve high diversion quickly and efficiently, Republic has developed a diversion plan with targets for both diversion numbers and the dates they will be achieved as detailed in this section.

Republic proposes the following diversion goals for the Town of Paradise Valley as follows:

1. Divert a minimum of 25 percent during contract Year 1 and Year 2.
2. Divert a minimum of 30 percent during contract Years 3 and 4.
3. Divert a minimum of 35 percent for contract Year 5..

Republic annual diversion calculation will be measured in terms of the tons of materials collected by Republic from the provision of collection services in the Town that are sold or delivered to a recycler, or any other approved processing facility. Diversion is calculated as net of all residuals, divided by the total tons of materials collected in the Town for each contract year (April 1 to March 31).

FIGURE 16 **Environmentally Responsible** – We continually expand capabilities to serve more communities or adjust to changing waste streams





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The specific programmatic details to accomplish the diversion goals include initial and ongoing public education to residents using brochures, newsletters, bill inserts, a local website and community meetings, among others.

Republic proposes focusing on providing continual outreach through newsletters, hard copy materials, recycling participation tools and easy-to-reference website materials. Additionally, the strategic use of our recycling diversion representative, and help from community leaders to work with the residents to improve participation, decrease contamination and increase recycling content will be critical to our success. Republic will also provide the following efforts to ensure increased residential diversion.

- **Mail semi-annual newsletters** with information regarding recycling and resource conservation, updates on the Towns' recycling goals and the community's progress, tips for disposing bulky items, and other specific collection services, resources, and programs.
- **Create program-specific bill inserts** for residential customers, focusing on such items as the Bulky Item collection program, accepted recycling materials, and other avenues and resources to reduce their waste stream.

See further details in Section 6.3 discussing our public education and outreach plan and how we will use diversion assistance, and resources to meet or exceed the diversion requirements.

## Import Restrictions or Fees

Republic Services has no import restrictions, taxes, or fees that will be applicable to the receipt of the Town's recyclable materials.

## 5.6 Residential Waste Disposal

The following provides information regarding the Residential Waste Disposal Plan for the Town of Paradise Valley.

### **Name, location, and description of the receiving facility where the solid waste will be landfilled or otherwise disposed**

Garbage collected from the Town of Paradise valley will be direct transferred to the Republic Services owned transfer station located at 1500 S 7th St, Phoenix. From there, the materials will be transferred and hauled to the Company owned Southwest Regional Municipal Solid Waste Landfill located at 24427 SR-85, Buckeye, AZ 85326

### **Contact name and phone number of the site manager**

Alex Alcantar 480-318-2879

### **Term of the contract to dispose of the solid waste in this facility; anticipated remaining life of the landfill, in years.**

Republic's Southwest Regional Municipal Solid Waste Landfill has 22 years of remaining capacity and can accommodate all the solid waste disposal needs of the Town of Paradise Valley through the term of the contract.





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## 5.7 Special Collection Services: Household Special (Hazardous) Waste, Document Shredding, and Christmas Tree Events

### Household Special (Hazardous) Waste ("HHW")

Republic proposed annual HHW program will be hosted at the Town municipal campus (6401 E. Lincoln Drive). Residents, once per year, and without limits on volumes will be able to drop-off HHW materials including:

#### Accepted Recyclable Materials

- Pesticides
- Insect Sprays
- Herbicides
- Rust removers
- Swimming pool chemicals
- Wood preservatives
- Chlorine Bleach
- Drain Openers
- Corrosive Chemicals (non-commercial)
- Lye
- Muriatic Acid
- Hobby Chemicals
- Lubricants
- Used Motor Oil
- Used Transmission Fluid
- Gear Oil
- Paint Products
- Oil
- Latex
- Spray
- Stripper
- Paint Thinners
- Automotive Chemicals
- Waxes
- Polishes
- Cleaners
- Carburetor Cleaner
- Brake Fluid
- Gasoline
- Antifreeze

#### Recyclable Materials Not Accepted

- Biological Waste
- Radioactive materials including Smoke detectors
- Ammunition
- Explosives
- Commercial chemicals
- Large containers over 5 gallons
- Materials improperly packaged for Transportation
- Fire Extinguishers
- Gas Cylinders
- Unknown materials
- Tires
- Appliances
- Liquid Mercury
- All Medicines/ Pharmaceuticals

Republic Services is uniquely positioned to offer the Paradise Valley community solutions to their additional waste streams

- Our Household Hazardous Waste (HHW) product addresses collection and disposal of paints, solvents, and other HHW
- Document Shredding to prevent disclosure of personal or confidential information
- Christmas tree collection event to as a convenience to the residents

### Document Shredding Event

Twice per year, Republic will hold a Document Shredding event to be hosted at the Town Municipal Campus in cooperation with the Paradise Valley Police Department at no additional charge or fees to the residents.

### Christmas Tree Collection

Republic will provide to residents an annual Christmas Tree curbside pick-up services at no addition cost. The event will occur the week following the end of the holiday.





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# FORM 6: Billing, Customer Service, and Public Education

## 6.1 Billing Process

Republic shall provide billing services for all residential properties within the Town of Paradise Valley as described below.

- Town of Paradise Valley residents will be billed quarterly (3 months) in advance for monthly services.
- Service ordered after the first of the month shall be charged on a prorated thirty (30) day/monthly basis.
- Remittance of the bill from the resident will be expected within (30) thirty days of billing.
- Accounts that have not remitted required payments within thirty (30) days after the date of billing will be considered Past Due.
- Accounts become Delinquent, and services will be discontinued once they are more than 15 days past due (45 days from billing date). A fee may be assessed to all delinquent accounts.
- A redelivery or reinstatement fee will be assessed to accounts that need to reactivate. Persons who have not remitted required payments within forty five (45) days after the date of billing shall be notified of such delinquency.
- Republic shall resume collection on the next regularly scheduled collection day once delinquency is paid in full.
- Republic shall refund to each customer, on a prorate basis, any advance service payments made by such customer for service not provided when service is discontinued by one customer and assigned to a new customer who has established an account relationship with Contractor.
- Republic accounting system is not set up to allow subscribers to pay for the full year in advance.

Billing staff and CRC's have access to the billing system and Republic's corporate office has system administration rights. Any inquiry or support needed is immediate from our local division.

- All customer rates are entered into InfoPro by Republic's billing staff and CRC agent. Each month all data files are transmitted via InfoPro to Metavante and a "full-charge"

**We provide an exceptional customer experience when your residents or businesses contact us for assistance**

- Three fully staffed, US-based, national call centers
- Powerful, integrated technology, enabling you to talk to a real person
- 1M customers expertly served each month via text, email, or phone
- Extended hours 7am EST to 7pm PST
- Web based applications for 24/7 access
- Well trained staff
- Net Promoter Score has improved on a year-over-year basis for 5 consecutive years

or amount to be invoiced is available for the billing staff to audit to ensure any discrepancies are adjusted before invoices are sent to customers. During month-end close, all approved charges are sent via Metavante and reviewed one more time prior to invoices being released.

- To make bill paying convenient and easy for customers, Republic offers online bill pay service which allows customers to make one-time payments with either a credit card or electronic debit to a checking account. In the interest of conserving paper, customers who select this option will have the ability to have paperless bills, billing inserts, newsletters, and program announcements sent to an email account.

When a customer calls the office regarding a billing inquiry, Republic's CRC agent will first verify the service level on the account and invoice to ensure the customer is being billed correctly. If the service levels and rate are correct, the agent will go into the accounts receivable screen in InfoPro and check the customer's payment history. If the customer claims they are being billed for a service they did not receive or do not subscribe to, the agent will send out a Route Supervisor to confirm the service level.



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The account will be credited immediately if Republic has made an error. If the customer has made an error a friendly phone call to the customer will be placed to give them the opportunity to choose the service level that matches their budget and waste generation rate. All options will be reviewed with them.

Our CRC agents are trained to respond to billing inquiries in all our service areas, so the addition of the new Town customers will be easy to incorporate. Trainings will be held and Town staff is welcome to participate in those trainings.

### Invoicing

Invoice amounts for our customers are produced by the system and then transmitted to our printing service provider. Invoicing is integrated with the General Ledger and AR.

On average, we generate over 2.5 million invoices per month. Invoice formats can be tailored for specific customer requirements, such as page breaks or total amounts by service location or other required inclusions. Included in the invoicing module are features that allow for tax and fee administration.

### Level of Billing Accuracy and Billing Complaints Received

Our corporate office requires us to perform annual internal billing audits which randomly chooses customer accounts and verifies their rate and level of service. Republic checks rates on a regular basis, but with the award of the contract we intend to continue this procedure on a regular basis.

### Delinquent Accounts

Republic shall be responsible for collecting delinquent charges for services it renders to customers. Republic shall employ measures, consistent with federal and local laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments.

### Billing Records

Republic shall keep records of all billing documents and customer account records including, but not limited to, invoices, customer payment coupons mailed with the invoice and collection notices, for a period of three (3) years after the date of receipt or issuance. Republic may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

**REPUBLIC SERVICES**  
4811 W. Lower Buckeye Road  
Phoenix AZ 85043-810434  
Customer Service (602) 237-2078  
RepublicServices.com/Support

Account Number: 3-0753  
Invoice Number: 0753-00  
Invoice Date: July 31, 2017  
Previous Balance: \$0.00  
Payments/Adjustments: \$0.00  
Current Invoice Charges: \$1,000.00

Total Amount Due: \$1,000.00  
Payment Due Date: August 20, 2017

Description	Reference	Quantity	Unit Price	Amount
1 Waste Container 90 Gal. 1 Lift Per Week Pickup Service 08/01-10/31	Electronic Pmt			\$1,000.00
1 All-in-One Recycling 90 Gal. 1 Lift Per Week Recycling Service 08/01-10/31				\$0.00

**MY RESOURCE™: ONE APP MANY FUNCTIONS**  
RepublicServices.com/MyResource

**REPUBLIC SERVICES**  
4811 W. Lower Buckeye Road  
Phoenix AZ 85043-810434

Printed Report Title: Parcel AMO Payment  
Total Enclosed: \$1,000.00  
Address Service Requested: [Redacted]  
Make Check Payable To: [Redacted]

REPUBLIC SERVICES #753  
PO BOX 78829  
PHOENIX AZ 85067-8829





## 6.2 Customer Service Plan

We strive for first-call resolution when customers contact us for service. We provide a superior experience through integrated facilities, technology, and highly knowledgeable employees.

### Net Promoter Score

Our Net Promoter Score, or NPS, measures our customers' willingness to recommend a company's products and services. Republic Services' NPS has improved on a year-over-year basis for the fifth consecutive year which means our customers are seeing a difference in our product offering.

### We Delight Our Customers

Our approach to customer service is to ask daily, "how have we delighted our customers?" For most customers, this means that our front-line customer service representatives—our professional drivers—collect everything on schedule. That also means drivers return containers in a safe and tidy manner—whether it's walking around a car to get to a container or rolling the container up a steep driveway for a disabled or elderly customer.

We recognize that sometimes, customers have questions regarding scheduled service, or would like to order additional services. In that event, a speedy response is expected. We strive for first call resolution—from call, email, mobile app, website or in-person request.

### Tenured Experience Delivers Satisfaction

Our average tenure of our customer service representatives is six years, well above average for a call center environment. This translates to a staff that is not only experienced, but also knowledgeable in the customer's waste disposal needs.

Our representatives' experience and knowledge does not just come from the customer interactions, our representatives spend time in a classroom environment and participate in monthly/weekly training sessions to ensure our agents are in touch with the customer's needs and the ever changing conditions of the waste disposal industry. This is why our representatives are always ready, willing and able to help our customers and exceed their expectations.

### Customer Access

Our call centers are fully networked together, allowing them to support callers from 7 a.m. EST to 7 p.m. PST Monday through Friday and 7 a.m. EST to 12 p.m. PST on Saturday.

In addition to the call center hours customers also have the ability to reach us 24/7 via our website, republicservices.com, or our smartphone app, known as MyResource. Our self-service options are designed to improve overall response and resolution to customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.

### Customer Service Principles

Republic's customer services programs are based on the following five principles that guide our daily business operations and excellent service. These principles will also pave the way in development of the customer service program for the Town of Paradise Valley.

1. **Employ the highest quality personnel.** We retain highly skilled and experienced personnel and compensate them accordingly.
2. **Ensure easy and immediate access** for customers and Town of Paradise Valley staff. Appropriate staffing is critical to ensure easy and streamlined access to our professional staff for both customers and Town staff.
3. **Ensure timely and efficient issue resolution and follow-up.** We have detailed policies/ procedures for our customer service systems and controls which facilitate expeditious

FIGURE 17 **Outstanding Customer Service Talent** - We take pride in hiring and developing talented staff to exceed our customer's expectations.







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issue resolution and follow-up. Our use of appropriate methods, field communication, and same-day resolution goals will translate into a timely and efficient turn-around from point of contact by customer to resolution. All customer concerns are responded to within eight business hours of receiving the customer's phone call or message.

4. **The customer is always right.** Our employees are taught to give the benefit of the doubt to every customer even if the facts may imply customer error.
5. **Train all employees in customer service.** To ensure a high level of quality service, every Republic employee—whether a driver, administrative, or manager—is trained in customer service. This ensures all customer interactions, whether internal or external, are processed efficiently, professionally and up to Republic's standards. Employees are evaluated annually on their performance in this area.

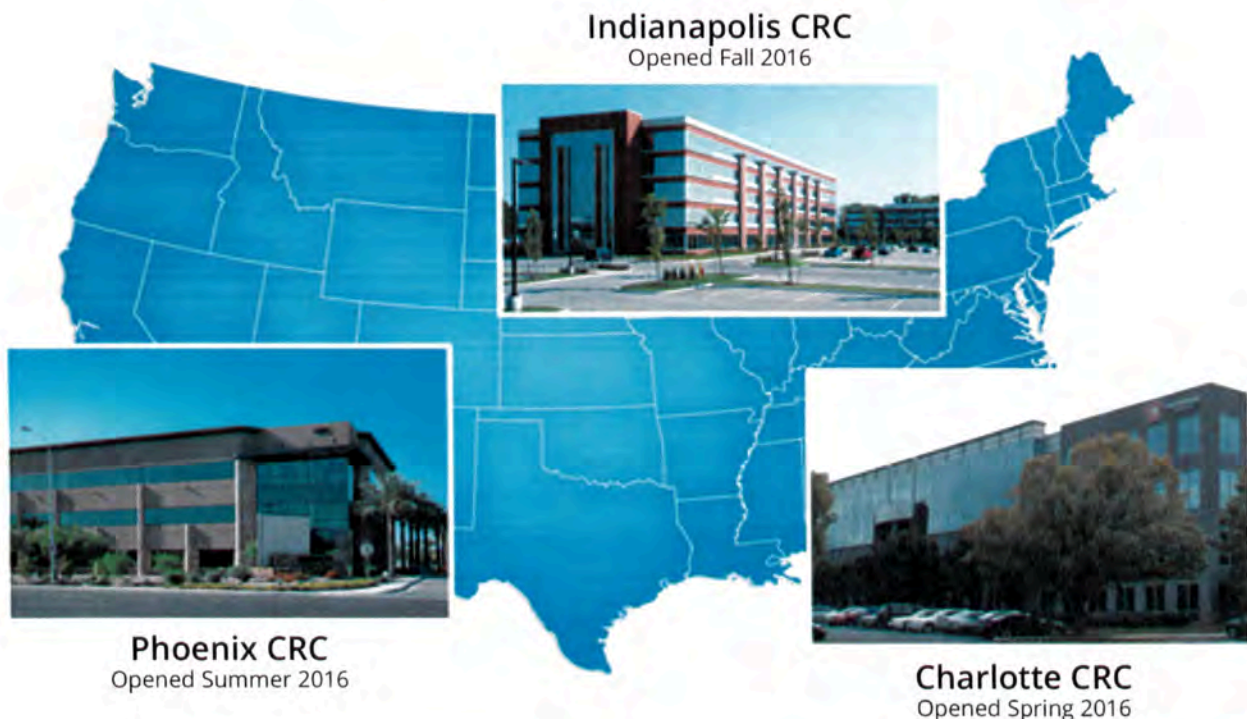
## What to Expect ...

When you call our Customer Resource Center, a sophisticated series of actions begin:

- Your phone number associates with known customer details in our database, and triggers the integrated system to populate with a map of your service address, level of service, past service requests, and your Town-specific contract information. This knowledge-based system even shows the agent your current weather.
- The Customer Service Representative's computer screen instantly populates with the information above and (in just a few seconds from the moment the customer calls), which ensures the agent has all possible information available in an instant to be ready for the caller.
- The agent confirms the customer's name and service address and begins to assist the customer with the reason for their call.

FIGURE 18 **Industry Leading Customer Resource Centers**

Our centers are strategically located in the US, and networked together to support any call from any location







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- Often the call is about a billing question, service-level change or “what do I do with” inquiry. If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can instantly connect with the local operations team through our national network.
- Often, the customer’s concern is handled by the time s/he hangs up the phone. For those issues requiring operations support (container delivery, collection of a missed pick up), the issue will be addressed in the most-timely manner. Republic tracks hundreds of performance metrics to ensure continuous improvement.

## Value of Three National Centers

Imagine US-based agents available 15 hours every weekday (7 a.m. Eastern time to 7 p.m. Pacific time) and five hours of support on Saturdays. Our CRC agents across the country enjoy the same training, follow the same protocols, and have access to each customers’ specific contract details, regardless of their location.

## Customer Service during Transition

Selecting Republic to service the Town of Paradise Valley will avoid the challenges that come with transition. Customers can rest assured that any changes to the collection program upon commencement of the new services will be handled expertly. Republic’s Customer Resource Center service department is known for its organized and systematic planning and implementation of any new services with particular emphasis on a high degree of communication between us, Town staff and our residential and commercial customers prior to, during, and after the start of any adjustments to service. This is emblematic of our commitment to excellence in customer experience. Republic prepares a comprehensive program plan that details the duties and responsibilities among the various key employees.

## Annual Customer Satisfaction Survey

Republic will conduct a subscriber survey measuring satisfaction with the services provided. Our survey may be through billings, website, phone calls or other method approved by the Town and have a participation rate of at least 20%.

## 6.3 Public Education and Outreach Plan

**We develop and maintain a library of public education programs and materials that our partners can leverage in their communities**

- Instant access to information via website and My Resource™ app
- Facility Tours
- Videos and Public Service Announcements
- Community Newsletters

The Republic approach to a successful Public Education and Outreach Program to facilitate a smooth transition hinges on providing adequate notification and accurate information to all residents. Republic’s Public Education and Outreach Plan outlines the approach and methodology to conduct initial outreach and will identify the public education materials that will be used for program start-up and the most appropriate method of distribution. Collateral materials developed and outreach conducted will be designed to inform customers of changes, remind them of what will remain unchanged, and offer assistance with any potential uncertainties regarding the change in haulers.

We have found that comprehensive public education and outreach campaigns are successful when they begin well in advance of the new service commencement date and utilize multiple media sources to distribute information.

Republic will be responsible for the development of all collateral materials will provide the Town of Paradise Valley an opportunity to review and provide input on all materials developed and information distributed to customers and the community at large. Republic’s public education and outreach program is crucial to our success in meeting and exceeding the Town’s diversion goals and educating the residents.

In the few months prior to start-up, Republic’s will schedule and attend community events and make presentations to educate residents on the new collection programs and answer questions. Leading up to the commencement of services, Republic will use direct mailings to inform residents about the new collection services and programs available for subscription (Basic, Standard and Additional Services).





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## Collateral Development & Distribution

Republic will utilize a phased approach for developing all collateral to be distributed to all residents in the Town. Republic will identify the messages to be communicated and the purpose of the collateral, then begin drafting the content and developing a graphic mock-up. Content and format revisions are made with input from the Town.

Republic will make appropriate revisions to collateral based on input and recommendations and provide the final draft to the Town. Utilizing the customer database obtained from other four (4) previous haulers, Republic will develop a comprehensive mailing list by customer type for direct distribution of educational materials.

Well before the commencement of services on January 1, 2018, Republic will contact all residential customers to verify the previous hauler's customer database information. Republic will use this mailing list as a primary method for direct distribution of educational materials including, but are not limited to, the following:

- Notification of Republic as the new hauler and our local contact information
- Program subscription type (Basic or Standard)
- Need for additional carts or bins
- Acceptable and non-acceptable recyclable materials to set out in the cart or bins
- Notification and promotion of additional and special services.

Following receipt of completed cart/bin verification and selection mailers and during initial cart distribution, new outreach and educational program collateral will be distributed to residents.

Republic will also develop and distribute notices annually for customers before the first day of January each year that will outline the service programs available, and include, at a minimum, definitions of the various acceptable materials, procedures for proper set-out, special service events (HHW, Shredded Paper and Christmas Tree collection), walk-up service and additional cart programs.

The main elements of our public education and outreach messaging strategy include:

- **Terminology** – It is important to use words that the public understands, and avoid industry jargon.
- **Limited Text** – Writing clearly will enhance key message comprehension and retention. Avoiding use of excessive text, using simpler words, and eliminating redundancy are key to Republic's plan for effective collateral development.
- **Use of Graphics** – Messaging has moved from long "Yes. No" lists, to full-color photos and catchy graphics, especially in items designed to appeal to children. The use of blue to indicate recyclables is becoming more widely accepted.
- **Easy-to-read** – Nearly every focus group review of outreach and marketing collateral reminds us that the usage of simple font in an appropriate text size is critical to the production of easy-to-read documents.
- **Printed materials** shall be professionally printed on paper stock with not less than fifty percent (50%) recycled paper content including at least ten percent (10%) post-consumer recycled paper content.



All Republic materials have a professional, branded look and feel which will achieve a level of recognition and familiarity among our customers. We always ensure a minimum of 10 percent over-run of printed materials for any additional distribution.





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## Public Education Outreach Campaign Components

The following collateral materials comprise the general components of Republic's public education and outreach plan.

### Initial Mailing

Republic will, in advance of the new contract start date and in accordance with the finalized Agreement, mail an initial brochure to all customers explaining any changes from the existing to new programs. The mailing will describe program offerings (Basic or Standard), additional services, route changes if any, dates of program implementation, recycling and diversion program available, special services available, and Republic contact information.

The initial mailer will be distributed to residents 60 days before the start of new services.

### Services Questionnaire

Republic has successfully provided questionnaires to residents in the past when changing cart service and it will be no different with the new agreement. Residents will receive a services questionnaire detailing everything they need to know about our services including the difference between Basic and Standard services, additional services and community events such as household hazardous waste drop-off. Mailers will also be made available for download on our website [Republicwasteparadisevalley.com](http://Republicwasteparadisevalley.com).

### Semi-Annual Newsletters

Republic proposes to use twice per year, semi-annual newsletters as an opportunity to provide informative and engaging information (e.g. special collection events, resources for disposing of household hazardous waste, recycling information). Republic will incorporate special articles into each newsletter that are locally pertinent to the residents of Paradise Valley.

Since a growing portion of the population prefers digital over paper, Republic proposes to provide both paper and electronic newsletter options. Republic maintains a database of customer email addresses, provided by customers who prefer to receive electronic correspondence. These customers will receive electronic newsletters instead of paper. The benefits of providing an electronic newsletter option are two-fold.



We will accommodate customer preferences, but electronic newsletters will also enable us to learn more about the effectiveness of our articles allowing us to understand what matters most to customers and tailor future outreach efforts.

FIGURE 19 **Creative Public Engagement** - Republic Services is an active participant in local events providing education information to improve recycling participation





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## Curbing Contamination -

### Corrective Action Notice (Oops Tag)

Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to the residents. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question in the container are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper recycling container set-out for next collection. When used as a non-collection notice, the cart or bin in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service.

When drivers turn in their Corrective Action Notices, the information is entered into InfoPro and used for detecting behavioral patterns or trends that need correcting via Republic's public education and outreach program. We recognize the need to not only educate our customers on proper recycling material set-out and procedures, but to also reward customers when they get it right. In addition to Oops Tags, we want to acknowledge customers with "Good Job" notices will be distributed to those who do an exemplary job of recycling all of the materials they can.



# FORM 7 Alternate: COST

Proposer shall provide pricing for each of the first seven (7) years.

## 7 YEAR INITIAL CONTRACT TERM

Service	Unit	Fee	Plus Special Collection Service HHW 3.4(A) Fee	Plus Special Collection Service Shredding 3.4(B) Fee
3.1 Basic Service	2018 price per month	\$ 17.56	\$ 0.25	\$ 0.03
	2019 price per month	18.17	0.26	0.03
	2020 price per month	18.81	0.27	0.03
	2021 price per month	19.47	0.28	0.03
	2022 price per month	20.15	0.29	0.03
	2023 price per month	20.86	0.30	0.03
	2024 price per month	21.58	0.31	0.03
3.2 Standard Service	2018 price per month	\$ 27.56	\$ 0.25	\$ 0.03
	2019 price per month	28.52	0.26	0.03
	2020 price per month	29.52	0.27	0.03
	2021 price per month	30.56	0.28	0.03
	2022 price per month	31.63	0.29	0.03
	2023 price per month	32.74	0.30	0.03
	2024 price per month	33.88	0.31	0.03

\*\*\*\* Rate adjustments for year 2-7 will be 3.5%.

The rates provided and Exhibit C – “Mutually Agreed Upon Scope of Work, terms, and Conditions” were agreed upon by both parties.  
Contract detail outside pricing and Exhibit C subject to legal review by both parties.

Any extensions beyond the original term will be agreed upon by both parties to the agreement.

*Tricia Ponce de Leon*

*Dec. 1, 2017*

Tricia Ponce De Leon (General Manager)

Service	Unit	Fee	Notes
3.3 Additional Services			
A. 96 Gallon Solid Waste Bin	2018 price per month	\$ 5.00	
	2019 price per month	5.00	
	2020 price per month	5.00	
	2021 price per month	5.00	
	2022 price per month	5.00	
	2023 price per month	5.00	
	2024 price per month	5.00	
B. (a) 2 Yard Dumpster	2018 price per month	\$ 51.96	Assuming 1x week service
	2019 price per month	53.78	Assuming 1x week service
	2020 price per month	55.66	Assuming 1x week service
	2021 price per month	57.61	Assuming 1x week service
	2022 price per month	59.63	Assuming 1x week service
	2023 price per month	61.71	Assuming 1x week service
	2024 price per month	63.87	Assuming 1x week service
B. (b) 4 Yard Dumpster	2018 price per month	\$ 86.60	Assuming 1x week service
	2019 price per month	89.63	Assuming 1x week service
	2020 price per month	92.77	Assuming 1x week service
	2021 price per month	96.01	Assuming 1x week service
	2022 price per month	99.38	Assuming 1x week service
	2023 price per month	102.85	Assuming 1x week service
	2024 price per month	106.45	Assuming 1x week service
B. (c) 6 Yard Dumpster	2018 price per month	\$ 103.92	Assuming 1x week service
	2019 price per month	107.56	Assuming 1x week service
	2020 price per month	111.32	Assuming 1x week service
	2021 price per month	115.22	Assuming 1x week service
	2022 price per month	119.25	Assuming 1x week service
	2023 price per month	123.42	Assuming 1x week service
	2024 price per month	127.74	Assuming 1x week service
D. Additional Pick up	2018 price per pick-up	\$ 10.00	Dec 1/week and 1/11 months
	2019 price per pick-up	10.35	
	2020 price per pick-up	10.71	

	2021 price per pick-up	11.09	
	2022 price per pick-up	11.48	
	2023 price per pick-up	11.88	
	2024 price per pick-up	12.29	
3.5(C) Subscription Suspension Fee	2018 price per month	\$ 5.00	Minimum 3 month suspension
	2019 price per month	5.00	
	2020 price per month	5.00	
	2021 price per month	5.00	
	2022 price per month	5.00	
	2023 price per month	5.00	
	2024 price per month	5.00	