

**SOLID WASTE SERVICES AGREEMENT
BETWEEN
TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC.**

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This SOLID WASTE SERVICES AGREEMENT (this "Agreement") is made upon execution (the "Effective Date") between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Universal Waste Systems, Inc., a California corporation (the "Contractor").

RECITALS

- A. The Town issued a Request For Proposal (RFP #2025-008) for Solid Waste Services (the "RFP") seeking proposals from vendors for residential curbside solid waste collection and disposal services, bulk waste collection and disposal services, residential recycling services, green waste services, Town facility solid waste services, Town facility recycling services and special event solid waste and recycling services within the corporate limits of the Town of Fountain Hills (the "Services").
- B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as **Exhibit A** and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

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, the Town and the Contractor hereby agree as follows:

1 Definitions.

As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

- 1.1** "Bulk Waste" means Solid Waste composed of materials not easily containerized in a Solid Waste Cart or Recycling Cart such as, but not limited to, Green Waste, furniture, cardboard and large appliances.
- 1.2** "Bulk Waste Collection Services" means Collection of Bulk Waste and delivery to the Disposal Facility or the Recycling Facility by the Contractor.

- 1.3** "Bulk Waste Services" means Bulk Waste Collection Services and the disposal of Bulk Waste at the Disposal Facility or recycling of Bulk Waste at the Recycling Facility.
- 1.4** "Business Day" means any day, Monday through Friday, from 5:00 AM, Local Time to 5:00 PM, Local Time.
- 1.5** "Cart" means a Recycling Cart, a Solid Waste Cart or a Green Waste Cart, as applicable.
- 1.6** "Council" means the Mayor and Town Council of the Town of Fountain Hills, Arizona.
- 1.7** "Collection" means the act of picking up Solid Waste or Bulk Waste from Residential Units and delivery of the Solid Waste or Bulk Waste to the Disposal Facility. Collection shall also mean the act of picking up Recyclable Materials from Residential Units or Town Facilities and delivery of the Recyclable Materials to the Recycling Facility.
- 1.8** "Collection Service" means Residential Solid Waste Collection Services, Residential Bulk Waste Collection Services, Residential Recycling Collection Services, Residential Green Waste Collection Services, Town Facility Solid Waste Collection Services, Town Facility Recycling Collection Services, Special Event Solid Waste Collection Services and Special Event Recycling Collection Services.
- 1.9** "Commencement Date" means January 15, 2027, and is synonymous with service date.
- 1.10** "Construction Debris" means solid waste derived from the construction, repair or remodeling of buildings or other structures.
- 1.11** "Construction and Demolition Waste" shall include Construction Debris and Demolition Debris.
- 1.12** "Contamination" means the existence of any material or substance on or contained in Recyclable Materials that would result in failure to meet Recovered Material specifications.
- 1.13** "Contract Administrator" means the Town Manager of the Town, or his designee or designees, who shall represent the Town in the administration and supervision of this Agreement.
- 1.14** "Container" means any metal or plastic container, with a capacity of approximately 300 gallons designed to or intended to be mechanically dumped into a loader-packer type garbage truck and used for Town Facility Recycling Services. All such Containers must be clearly marked in a manner as approved by the Town.
- 1.15** "Demolition Debris" means solid waste derived from the demolition of buildings or other structures.

- 1.16** "Disposal Facility" means a facility, area of land or excavation in which Solid Waste and Bulk Waste are placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.
- 1.17** "Disposal Services" means the disposal of Solid Waste and Bulk Waste by the Contractor.
- 1.18** "Expiration Date" means January 15, 2032, at 11:59 PM, Local Time.
- 1.19** "Green Waste" means organic yard waste, including but not limited to grass clippings, tree trimmings, brush clippings, and other similar material.
- 1.20** "Green Waste Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a load-packer type garbage truck and approved by the Town Manager or authorized designee for the Collection of Green Waste from Residential Service Units. All Green Waste Carts shall be green in color and clearly distinguishable from Solid Waste Carts.
- 1.21** "Hazardous Waste" means solid waste as described in 40 Code of Federal Regulations part 261, as amended.
- 1.22** "Local Time" means the time in Phoenix, Arizona.
- 1.23** "Materials Acceptance Protocol (MAP)" means the document which identifies the types and standards for the Recyclable Materials which are to be collected and processed under this Agreement. The MAP is attached hereto as Exhibit B and incorporated herein by reference.
- 1.24** "Missed Block" shall mean, as determined by three or more customers on a block, that each customer deems that her/his respective properly-prepared Cart that was set out at the Collection location on the scheduled Collection Day was not picked up by the Contractor.
- 1.25** "Missed Collection" shall mean, as determined by the customer, a properly prepared Cart that was set out at the Collection location on the scheduled Collection Day that was not picked up by the Contractor.
- 1.26** "Non-recyclable Waste" means the portion of Solid Waste, exclusive of Hazardous Waste, that is not Recyclable Materials.
- 1.27** "Person" means an individual, corporation, company, association, partnership, unit of local government, state agency, Federal agency, or other legal entity.
- 1.28** "Process," "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of Recyclable Materials into Recovered Materials.

- 1.29** "Processing Fee" means the per ton fee for receipt and processing of
- 1.30** "Recovered Material(s)" means Recyclable Materials which have been processed at the Recycling Facility to market specifications.
- 1.31** "Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 1.32** "Recyclable Materials Collection Services" means the provision of Residential Recycling Collection Service, Town Facility Recycling Collection Service and Special Event Recycling Collection Service by the Contractor.
- 1.33** "Recycling" means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.34** "Recycling Cart" means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Recyclable Materials from Residential Service Units, Town Facilities and special events. All such Recycling Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.
- 1.35** "Recycling Facility" means a Solid Waste Facility that is owned, operated or used for the storage, treatment or processing of Recyclable Materials and that handles wastes that have a significant adverse effect on the environment.
- 1.36** "Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and Town Facilities in the Town, delivery of Recyclable Materials to Recycling Facility, and processing and marketing of Recyclable Materials at the Recycling Facility.
- 1.37** "Rejects" means material other than Residue, such as Non-recyclable Waste or materials other than those defined in the MAP, which is delivered with Recyclable Materials, and which shall be handled and accounted for separately from Recyclable Materials and Residue.
- 1.38** "Residential Bulk Waste" means Bulk Waste that is generated and disposed of at a Residential Service Unit.
- 1.39** "Residential Bulk Waste Collection Service" means the Collection of Bulk Waste by the Contractor from Residential Service Units and the delivery of the Bulk Waste to the Disposal Facility or Recycling Facility.
- 1.40** "Residential Green Waste Service" means the Collection of Green Waste by the Contractor from Residential Service Units and the delivery of Green Waste to a green Waste processing facility.
- 1.41** "Residential Recyclable Materials" means any Recyclable Materials that are generated from Residential Service Units, not including Construction and Demolition

Waste or Hazardous Waste.

- 1.42** "Residential Recycling Collection Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units and the delivery of the Recyclable Materials to the Recycling Facility.
- 1.43** "Residential Recycling Services" means the Collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of the Recyclable Materials to the Recycling Facility and processing and marketing of the Recyclable Materials at the Recycling Facility.
- 1.44** "Residential Services" means Residential Solid Waste Services, Residential Bulk Waste Collection Services, Residential Green Waste Services and Residential Recycling Services.
- 1.45** "Residential Service Unit" means residential dwellings and establishments identified by the Town to receive Residential Services from the Contractor and utilizing (i) a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste and (ii) a Recycling Cart for the accumulation and set-out of Residential Recyclable Materials. Town, at its sole discretion, may add or delete Residential Units.
- 1.46** "Residential Solid Waste" means any garbage, Green Waste or rubbish that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.
- 1.47** "Residential Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from Residential Service Units and delivery of the Solid Waste to the Disposal Facility.
- 1.48** "Residential Solid Waste Services" means the Collection of Solid Waste by the Contractor from Residential Service Units, delivery of the Solid Waste to the Disposal Facility, and disposal of the Solid Waste at the Disposal Facility.
- 1.49** "Residue" means that portion of the Recyclable Materials accepted by the Contractor which is not converted to Recovered Materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.
- 1.50** "Residue Allowance" means that portion of incoming Program Recyclables defined as Residue and shall not exceed the overall annual Residue Allowance of 15%.
- 1.51** "Scavenging" means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.
- 1.52** "Solid Waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes.
- 1.53** "Solid Waste Cart" means a receptacle with wheels with a capacity of up to

approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Residential Solid Waste. All such Solid Waste Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

- 1.54 "Solid Waste Facility" means a transfer facility and any site owned, operated or utilized by any person for the storage, processing, treatment or disposal of solid waste, conditionally exempt small quantity generator waste or household hazardous waste unless otherwise excluded by Arizona Revised Statutes.
- 1.55 "Special Event Solid Waste Collection Services" means the Collection of Solid Waste by the Contractor from special events as requested by the Town and delivery of the Solid Waste to the Disposal Facility.
- 1.56 "Special Event Recycling Collection Services" means the Collection of Recyclable Materials from special events as requested by the Town via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.
- 1.57 "Source Separated Materials" means materials that are separated by material type by the generator.
- 1.58 "State" means the State of Arizona.
- 1.59 "Ton" means a unit of weight equal to 2,000 pounds.
- 1.60 "Town Facility" means any Town-owned or operated facility designated by the Town for Town Facility Recycling Services. The Town has the sole authority to add or eliminate Town Facilities.
- 1.61 "Town Facility Recycling Collection Services" means the Collection of
- 1.62 Recyclable Materials from Town Facilities via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.
- 1.63 "Town Facility Solid Waste Collection Services" means the Collection of
- 1.64 Solid Waste by the Contractor from a Town Facility and delivery of the Solid Waste to the Disposal Facility.
- 1.65 "Walk Up Service" means a location at the front, side or rear of a Residential
- 1.66 Service Unit acceptable to both the Resident and Contractor as the location for Residential. Collection Service. If an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for Residential Collection Service.

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 Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor 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 Contractor that the Town 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. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- 2.3 Representations by Contractor.** The Contractor represents to the Town that at the time of execution of this Agreement:
- A. Authority.** The Contractor 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 Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
 - B. Recyclable Materials Processing.** The Contractor has the right to receive Recyclable Materials processing and marketing services from Waste Connections of Arizona Red Rock Landfill at 22316 Harmon Rd., Florence, Az. 85132.
 - C. Solid Waste Disposal.** The Contractor has entered for the right to receive Disposal Services at Waste Connections of Arizona Red Rock Landfill at 22316 Harmon Rd., Florence, Az. 85132 or Salt River Landfill at 4660 N. Beeline Hwy/SR 87 Scottsdale, Az. 85256
 - D. Licenses; Materials.** The Contractor 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. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.
 - E. Insurance/Bonds.** The Contractor has obtained and submitted to the Town certificates of insurance for all required insurance coverages specified in this Agreement.
 - F. No Legal Action Pending.** To the best of the Contractor'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 Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor 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 Contractor in connection with the transactions contemplated hereby.

Contractor 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 the Commencement Date and shall continue in effect until **January 15, 2032** (the "Initial Term").

3.2 Option to Renew After the Initial Term, the parties shall have the option upon written agreement to **renew this Agreement for up to three additional one-year** terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor (each an "Option Notice") no later than 365 calendar days preceding the scheduled Expiration Date of the then-current Term. The Contractor shall, within 15 calendar days following receipt of the Town's Option Notice, either accept or reject the Town's request. If the Contractor fails to accept or reject the Town's renewal request within 15 days following receipt of the Town's Option Notice, the Contractor shall be deemed to have consented to renewal of the Agreement for one year. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the provisions in this Agreement.

4 Solid Waste Services, Bulk Waste Services and Recycling Services.

The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates, as determined on the days set forth by the Town and Contractor, and the Contractor shall change rates for such services as noted in Exhibit A.

4.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall collect, once per week on a scheduled day, all Solid Waste Carts from each Residential Service Unit in the Town. Contractor shall deliver the Residential Solid Waste collected to the Disposal Facility and dispose of the Residential Solid Waste at the Disposal Facility. Upon receipt of a written work order from the Town, Contractor shall provide additional Solid Waste Cart collection and non-collection day Collection Services.

B. Residential Bulk Waste Services. Contractor shall provide a process for collecting residential bulk waste of up to six cubic yards from each Residential Service Unit in the Town once per year by routes/areas on dates and in the sequence approved in writing by the Town. Contractor shall provide notice Contractor shall deliver the Bulk Waste collected to the Recycling Facility or the Disposal Facility. If the Bulk Waste is delivered to the Recycling Facility, Contractor shall process and market the Bulk Waste at the Recycling Facility. If the Bulk Waste is delivered to the Disposal Facility, Contractor shall dispose of the Residential Solid Waste at the Disposal Facility. Upon receipt of a written work order from the Town, Contractor shall provide additional Bulk Waste Collection Services.

C. Town Facility Solid Waste Services. Contractor shall collect, not less than once per

week, all Solid Waste in Solid Waste Carts or Containers at Town Facilities shown in Table 2-1.

Table 2-1: Solid Waste Collection Locations

Town Facilities	Address	Container Size	Collection Frequency
Town Civic Center	13001 La Montana	8YD	Twice per week
Streets Department	17137 Falcon Dr.	6YD	Twice per week
Fountain Park	13000 Saguaro Blvd.	8YD	Once per week
Four Peaks Park	17300 Calaveras Ave.	6YD	Once per week
Golden Eagle Park	14725 Golden Eagle	4 YD (1); 6 YD (2)	Once per week
Desert Vista Park	11800 Desert Vista	6YD	Once per week

Fountain Hills Fire Station #1, 822 16426 E Palisades Blvd. Recycling cart and 6 YD Once per week Fountain Hills Fire Station #2, 823 10650 N Fountain Hills Blvd. Recycling cart and 6 YD Once per week

- D. Special Event Solid Waste Services.** Upon request of the Town, the Contractor shall deliver Solid Waste Carts or containers to the site of a special event and shall collect and dispose of Solid Waste collected in such Solid Waste Carts or Containers.

4.2 Recycling.

- A. Residential Recycling Services.** Contractor shall collect, once per week on a scheduled day, all Recyclable Materials via single stream in a Residential Recycling Cart from each Residential Service Unit in the Town. Contractor shall deliver the Recyclable Materials collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclable Materials delivered to the Recycling Facility.
- B. Town Facility Recycling Collection.** Contractor shall collect, on a frequency solely decided by the Town, all Recyclable Materials from each Town Facility listed in Table 4.1 above. Contractor shall deliver the Recyclable Materials collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclable Materials delivered to the Recycling Facility.
- C. Special Events Recycling Collection.** Upon request of the Town, Contractor shall deliver Recycling Carts to the site of a special event and shall collect and process all Recyclable Materials collected by such Recycling Carts, the frequency of which shall be at the Town's sole discretion.
- D. Disposal Prohibited.** The Contractor shall be prohibited from (1) disposal of and/or landfilling of any Recyclable Materials accepted or processed at the Recycling Facility or (2) marketing Recyclable Materials to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Recyclable Materials, except when approved in writing by the Town.

- 4.3 Residential Green Waste Collection.** Contractor shall collect, once per week on a scheduled day, all Green Waste via Residential Green Waste Cart from each Residential service Unit in the Town that has selected the green waste option and has agreed to pay the additional cost of same. Contractor shall deliver all Green

Waste collected from Green Waste Carts at Residential Service Units to a Green Waste processing facility.

- 4.4 Walk Up Services.** The Contractor shall provide Walk-Up Collection Services for Residential Solid Waste and Recyclable Materials to Residential Service Units where all adult occupants are handicapped or, due to age or verified physical limitations, are unable to safely move collection carts, and where a request for Walk-Up Collection Services has been submitted to and approved by the Contractor in accordance with the Contractor's established procedures. The Contractor shall be solely responsible for receiving, processing, maintaining, and updating all requests for Walk-Up Collection Services and shall provide the Town with an accurate and current customer list for such services upon request. No additional compensation shall be paid to the Contractor for the provision of Walk-Up Collection Services. Walk-Up Collection Services shall be provided on the same scheduled collection day that collection services would otherwise be provided to the applicable Residential Service Unit.
- 4.5 Manner of Providing Services** Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operations, and maintenance and equipment relating to the Service including, but not limited to, the following:
- A. Rejected Loads.** Transportation and disposal of Rejected Loads (as defined in subsection 5.2 below) at the Recycling Facility to the Disposal Facility.
 - B. Residue and Rejects.** Transportation and disposal of Residue and Rejects at the Recycling Facility to the Disposal Facility.
 - C. Recovered Materials.** The shipping and marketing of Recovered Materials processed at the Recycling Facility.
 - D. Records.** The maintenance of complete and accurate records and the provision of reports to the Town in accordance with the requirements of this Agreement.
 - E. Maintenance.** The preventive maintenance, maintenance and repair of systems and equipment including vehicles, buildings, grounds and other equipment.
 - F. Clean-up.** The prevention and clean-up of litter, spillage, dust and odor as set-forth in this Agreement.
 - G. Personnel.** The recruitment, hiring and training of all managerial, supervisory and operating personnel providing the Services.
 - H. Carts.** Cart maintenance and delivery of new Solid Waste Carts, Recycling Carts and Green Waste Carts, as applicable. Contractor shall also be solely responsible for Storage of unused Carts.
 - I. Part-Time Residents.** Contractor shall provide each Residential Unit the opportunity to annually stop service temporarily for a period of up to six continuous months upon notification by the resident.
- 4.6 Annual Household Hazardous Materials Collection.** Contractor shall provide a household hazardous waste (*i.e.*, paints, solvents, pesticides, herbicides, oils, etc.) collection events to occur at least once per calendar year.

- 4.7 Annual Electronics Recycling Event.** Contractor shall provide electronic recycling (including but not limited to AC Adapters, Calculators, Cameras, Cell Phones, CD Rom/DVD Drives, Computers (PCs / laptops / servers/ tablets), digital cable boxes, docking stations, electric motors, fax machines, hard drives, keyboards & mice, medical equipment, metals, modems, monitors (LCD & LED), wires/cables/power cords, power tools, printers, routers, DVD players and video game equipment) events to occur at least once per calendar year or as otherwise pre-approved in writing by the Town.

5 Inspection of Loads and Rejected Loads.

- 5.1 Contractor's Right to Inspect Loads.** The Contractor may inspect each delivery of Recyclable Materials prior to and upon their discharge at the Recycling Facility for consistency with the MAP.
- 5.2 Unacceptable Loads.** Contractor may not designate a load as an unacceptable load for any reason other than those identified in this Section. Prior to departure from the Recycling Facility of the vehicle delivering Recyclable Materials to the Recycling Facility, Contractor may designate a load as a "Rejected Load" for the following reasons:
- A. Excessive Non-Recyclable Waste.** A load of Recyclable Materials contains more than 15% Non-recyclable Waste by weight.
 - B. Public Health Danger.** A load of Recyclable Materials presents a substantial endangerment, such as disease or death, to the public or employee health or safety.
 - C. Hazardous Waste.** A load contains Hazardous Waste that cannot be easily separated from acceptable materials.
- 5.3 Procedure upon Rejection of Load.**
- A. Notice of Rejected Load.** If the Contractor designates a load as a Rejected Load for the reasons set forth in subsections 5.2(A) and (B) above, Contractor must immediately provide written notice to the Town, including the reason the load was designated a Rejected Load. If Contractor fails to provide notice in accordance with this subsection, Contractor shall accept the load.
 - B. Right to Inspect Rejected Loads.** Upon receipt of the notice by the Town in accordance with subsection 5.3(A) above, Contractor shall retain the Rejected Load for an additional 24 hours to allow the Town a right to inspect the load. The Town may waive the right to inspect the load. Failure to inspect the load within 24 hours of receipt of notice shall be deemed a waiver of the right to inspect the load.
 - C. Dispute or Acceptance of Designation as Rejected Load.** If the Town inspects the load, the Town may dispute or accept the designation as a Rejected Load. If the Town disputes the rejection of the load for the reasons set forth in Section 5.2(A) or (B) above, the Contract Administrator's decision as to whether the load will or will not be accepted shall be final and conclusive. If the load is not deemed a Rejected Load by the Contract Administrator, the Contractor shall accept and process the load as long as it does not contain Hazardous Waste (which is covered by Section 5.4 below).
 - D. Costs for Rejected Loads not due to Hazardous Waste.** Contractor shall, at its sole

expense, pay for transportation and disposal costs of Rejected Loads for the reasons set forth in subsections 5.2(A) and (B) above.

- 5.4 Procedure upon Rejection of Load due to Hazardous Waste.** If Contractor discovers Hazardous Waste before collecting it, Contractor may refuse to collect the entire Recycling Cart or Solid Waste Cart of waste. In such situations, Contractor shall contact the generator of such waste to remove and dispose of it properly. If any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, (A) remove, transport and dispose of such Hazardous Waste at a location authorized to accept such Hazardous Waste in accordance with all applicable laws and (B) charge the depositor or generator of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous Waste.

6 Handling of Rejects and Residue.

- 6.1 Handling of Rejects.** The Contractor shall segregate and store all Rejects and shall notify the Town prior to their removal for disposal to permit the Town's inspection thereof. The Town shall have the right to inspect such Rejects within 24 hours of notification and to make its own determination as to whether such materials are in fact Rejects, as defined herein. Contractor shall, at its sole expense, pay for transportation and disposal costs of Rejects.
- 6.2 Handling of Residue.** Contractor shall be solely responsible for ensuring that Residue which is culled from Program Recyclables accepted by Contractor, or which is the result of processing activity shall not exceed the overall annual Residue Allowance of 15%. If the residue exceeds the Residue Allowance, Town may assess liquidated damages in accordance with Section 18 of this Agreement. Contractor, at its sole expense, shall bear costs of transporting and disposal of all Residue.

7 Collection and Processing Equipment.

- 7.1 Collection Services Vehicles.**
- A. Appearance of Collection Services Vehicles.** Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the Town, which shall be advertised on request of the Town.
 - B. Age of Collection Services Vehicles.** Contractor shall provide all Collection Services pursuant to this Agreement with Collection vehicles less than seven years of age. The average age for the Collection vehicles to be used for performance of Collection Services provided pursuant to this Agreement shall not exceed three years of age.
- 7.2 Collection Services Carts.** Town shall have the sole decision in determining the appearance of the Carts.

- A. Purchase and Initial Distribution of Carts.** The Contractor, at its sole cost, shall purchase all Carts required for the provision of Collection Services pursuant to this Agreement. In addition, the Contractor, at its sole cost, shall deliver one Solid Waste Cart, one Recycling Cart and one Green Waste Cart (for Residential Service Units choosing the optional Green Waste Service) to each Residential Service Unit prior to the Commencement Date, unless instructed otherwise by the Town. The Contractor shall attach a program introduction notice to each Cart delivered.
- B. Subsequent Distribution, Maintenance and Storage.** After the initial distribution of Carts, Contractor, at its sole cost, shall deliver Cart(s) to a Residential Service Unit within two business days of the request by the Town. Contractor shall attach a program introduction notice to each Cart delivered.
- C. Cart Care and Maintenance.** Contractor's employees shall take care to prevent damage to Carts by unnecessarily rough treatment. Contractor shall be solely responsible for Cart maintenance.
- D. Reserve Carts.** Contractor shall maintain a minimum of 15 Solid Waste Carts, 15 Recycling Carts and 15 Green Waste Carts at a secure location within the corporate limits of the Town to ensure that extra or replacement Carts can be expeditiously provided upon the request of the Town. Subject to space availability, the Town can accommodate the reserve Solid Waste Carts, Recycling Carts and Green Waste Carts at its Street Yard, located at 17137 Falcon Drive, which Carts shall be accessible to the Contractor during the Town's normal business hours.
- E. Replacement of Carts.** Upon notification to Contractor by the Town or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall purchase, if necessary, and deliver a replacement Cart to such customer within two business days. At the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed or damaged beyond repair Cart(s) for the life of the Agreement at no cost to the Town or the customer if determined by the Contract Administrator or authorized designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. For additional replacements beyond those as provided in this Agreement or for Carts purchased by written authorization of the Town Manager, Town shall reimburse Contractor the purchase cost paid by Contractor for the Cart.

7.3 Collection and Processing Equipment. Excluding Carts.

- A. Purchase, Operation and Maintenance.** Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.
- B. Replacement.** Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of Collection and processing equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that Collection and/or processing equipment requires replacement, Contractor shall replace such equipment within 14 calendar days with comparable

equipment. Contractor shall be responsible for making the appearance of the replacement equipment in adherence with the requirements of this Section.

7.4 Ownership.

- A. Collection Services Equipment other than Carts and Containers.** Ownership of Collection Services Equipment other than Carts shall rest with Contractor.
- B. Carts and Containers.** Ownership of Carts and containers shall rest with the Contractor during and after the term of the Agreement.

7.5 Disposal Facility and Recycling Facility Equipment. The Disposal Facility, Recycling Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Recyclable Materials to markets. Contractor shall separately weigh, record and tabulate each load from Town.

8 Personnel.

- 8.1 Qualified Personnel.** Contractor shall assign a qualified person or persons who will be charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator. Contractor 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, Contractor shall adhere to the following requirements:
- 8.2 Key Personnel.** Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without written notice to the Town, which Contractor will endeavor to make prior to the removal or replacement of such key personnel. 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, Contractor 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. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.
- 8.3 Uniforms.** Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times.
- 8.4 Safety Training.** Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, Contractor's employees shall be

trained to perform their duties to maximize the Town's recycling rate, minimize contamination and promote recycling at all times. Such meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month. 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 Contractor and available for review at any time by Contract Administrator.

8.5 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 Contractor. 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 with 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 Contractor.

8.6 Contact with Others. Contractor'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 Contractor to remove any employee who violates this policy from providing services to the Town, pursuant to this Agreement.

8.7 Compliance with Laws. Monitoring and Inspections. In performance of Collection Services, Contractor's employees must adhere to applicable municipal, Town, State and Federal laws. Town reserves the right to make a complaint regarding any employee of the Contractor 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 Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Town, from service to the Town. Contractor will be responsible for all compliance monitoring and inspection necessary pursuant to the Town's variance with the Maricopa County Environmental Services Division with respect to the services provided under this Agreement.

9 Hours of Operation and Holidays.

9.1 Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.

9.2 Residential Collection Services. Excluding Holidays (as defined in subsection 9.8 below), Contractor shall provide Residential Collection Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Residential Collection Services that fall on a Holiday shall be collected as set forth in Section 9.8 below.

- 9.3 Town Facility Recycling Services.** Excluding Holidays, Contractor shall provide Town Facility Recycling Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Town Facility Recycling Services that fall on a Holiday shall be collected on the following day.
- 9.4 Town Facility Solid Waste Services.** Excluding Holidays, Contractor shall provide Town Facility Solid Waste Services from Monday through Friday, 6:00 AM, Local Time to 5:00 PM, Local Time. Town Facility Solid Waste Services that fall on a Holiday shall be collected on the following day.
- 9.5 Extension of Collection Services Hours of Operation.** If the Contractor determines that the Collection Services will not be completed by 5:00 PM, Local Time on the scheduled Collection Day, the Contractor shall notify the Town by 3:00 PM Local Time and request an extension of the Collection hours. The Contractor shall inform the Town of the areas not completed, the reason for non-completion and the expected time of completion. The Town must approve any extension of hours of operation.
- 9.6 Disposal Facility.** Excluding holidays as defined in subsection 9.8 below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste seven days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.
- 9.7 Recycling Facility.** Excluding Holidays, Contractor shall maintain or cause its provider to maintain the Recycling Facility open and available to receive Recyclable Materials seven days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.
- 9.8 Holidays.** The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a scheduled Collection Day, Contractor shall perform the scheduled Collection for the holiday on the next calendar day after the scheduled Collection Day. For purposes of this Agreement, "Holidays" shall include the following:
- A. New Year's Day
 - B. Independence Day
 - C. Thanksgiving Day
 - D. Christmas Day

10 Customer Service Complaints; Billing.

- 10.1** Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.
- 10.2 Customer Service Complaint Resolution Procedure.** All customer service complaints shall initially be directed to the Contractor. The Contractor will generate an electronic work order outlining all legitimate complaints received. The work order will contain (A) date and time of call, (B) customer name, address and phone number and (C) type of complaint. A copy of the work order will

then be electronically submitted to the Town, including a schedule for resolution. The Contractor will resolve each customer complaint in a timely manner as set forth below:

- A. Same Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block on that same day if the complaint is received by the Contractor prior to 11:00 AM, Local Time.
- B. Next Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block before 5:00 PM, Local Time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, Local Time.
- C. Other Complaints. If the complaint is other than a Missed Collection or Missed Block, Contractor shall resolve the complaint within 24 hours of written notice of such complaint to Contractor.
- D. Work Order Reporting. Upon resolution of the customer complaint, Contractor will close the work order and resubmit it to the Town. The closed work order will include (A) Contractor's determination as to legitimacy of the complaint, (B) the date, time and action taken to resolve complaint and (C) the name of responsible contact at Contractor's location regarding the complaint.

11 Damage to Property.

- 11.1 The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property that is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement of damaged property within 48 hours, the Town may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so (A) shall be paid by the Contractor to the Town within 30 days of receipt of demand therefore or (B) may be deducted by the Town from only amounts owing to the Contractor.

12 Spillage and Leakage. Litter. Dust and Odor.

- 12.1 **Spillage and Leakage.** Contractor shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Contractor's vehicles by the Contractor, Contractor's employees or authorized person or entity providing service to the Contractor. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling and blowing of materials does not occur. Contractor shall perform all cleanups within two hours of the spillage or leakage.
- 12.2 **Litter.** If Contractor operates the Disposal Facility, the Recycling Facility or the processing facility for Green Waste, the Contractor shall be required to pick up any and all litter (including any glass spillage) which blows or falls from the Disposal Facility, Recycling Facility or Green Waste facility onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten hours per day. All on-site parking

areas and roadways shall be swept at least once per month.

- 12.3 Dust and Odor.** If Contractor operates the Disposal Facility, the Recycling Facility or Green Waste facility the Disposal Facility, Recycling Facility and Green Waste facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor and the process and storage areas.

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

- 13.1 Recordkeeping.** The Contractor shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations and any reports as are reasonably necessary to:
- A. Deliveries.** Document Recyclable Materials deliveries, Residential Solid Waste deliveries, time delivered to Recycling Facility, time delivered to Disposal Facility, tonnage of material delivered, Rejected Loads by date collected and other information as requested by Contract Administrator (a monthly summary shall also be submitted to the Town).
 - B. Missed Collections; Problem Set-out. Document** Missed Collections, consistent Late Set-outs and consistent Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs (a monthly summary shall also be submitted to the Town).
 - C. Recovered Material.** Provide averages from the Recycling Facility of Recovered Material from Recyclable Materials tons marketed by commodity, entity marketed to, price paid by the end market and other information as reasonably requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).
 - D. Recyclable Materials.** For Recyclable Materials, document incoming tonnages, residue tonnages, rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity. Contractor shall provide an explanation if incoming tonnages does not equal the total of rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity (a monthly and annual summary shall also be submitted to the Town).
 - E. Hazardous Waste.** Document Hazardous Waste including the source, tonnage, date received, disposal facility and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).
 - F. Other Regulatory Documents.** Such other documents and reports as the Town may reasonably require verifying compliance with the Agreement or to meet the Town's reporting requirements with the State (a monthly and annual summary shall also be submitted to the Town).
 - G. Residue; Rejects.** Document Residue and Rejects separately including tonnage, description of material, source of material (i.e. Recyclable Materials, hauler, etc.), disposition and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to the Town.

H. Availability of Documents. All of Contractor's records shall be available to Town and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

13.2 Reporting.

A. Initial Reports.

- 1. Transition Plan.** The Contractor shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Contractor providing Solid Waste Service, Bulk Waste Service, Recycling Service and Residential Green Waste Service. This transition plan will be submitted for approval by the Contract Administrator.
- 2. Processing and Marketing Plan.** The Contractor shall provide a processing and marketing plan 90 calendar days prior to Commencement Date. This plan shall detail the processing and marketing of all Recyclable Materials and Recyclable Materials at the site. This processing and marketing plan will be submitted for approval by the Contract Administrator.
- 3. Hazardous Waste Contingency Plan.** The Contractor shall provide a Hazardous Waste contingency plan, 30 calendar days prior to the Commencement Date, to the Contract Administrator and to the Town's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. 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 cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

B. Monthly Reports. Contractor shall submit all monthly reports required by this Agreement to the Town Manager or authorized designee within seven calendar days following the end of each calendar month.

C. Annual Reports. Contractor shall submit all annual reports required by this Agreement to the Towns Manager or authorized designee within 30 calendar days following the end of the Town's fiscal year.

13.3 Audited Financial Statements. The Contractor will be required to submit audited financial statements prepared by an external accounting firm within 90 calendar days of the end of the Contractor's fiscal year end. In the event Contractor is acquired, the Contractor 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. In the event Contractor 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 Attorney. The financial basis records shall be kept in accordance with generally accepted accounting principles.

13.4 Report Format. Within 14 days after the Commencement Date, the Contractor will be required to submit to the Town for its approval the format and sample contents of the records to be maintained and the reports to be generated in

fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the Town and in hard copy.

- 13.5 Customer List, Route Plan, and Service Data** The Contractor shall create, maintain, and provide to the Town a complete and current electronic customer list and route plan for all Residential Service Units and any other accounts receiving Services under this Agreement. At a minimum, the customer list shall include the following information for each service address, in a format approved by the Town:
- A. Customer name (account holder or business name)
 - B. Service address
 - C. Account number or unique identifier
 - D. Type(s) of service provided (solid waste, recycling, green waste, bulk, etc.)
 - E. Cart sizes and quantities by service type
 - F. Billing status (active, inactive, suspended, seasonal hold, etc.)
 - G. Service start date and, if applicable, service end or suspension date
 - H. Service Day(s)
- 13.6 Frequency.** The Contractor shall provide the customer list to the Town **annually**, within thirty (30) calendar days following the end of each Town fiscal year, and additionally upon written request by the Town in connection with audits, service verification, contract expiration, or contract termination.
- 13.7 Limitations on Data.** The Contractor shall not be required to provide, and the Town shall not request, sensitive personal or financial information, including but not limited to Social Security numbers, dates of birth, bank account information, or payment card data.
- 13.8 Format and Use.** All customer data shall be provided in an electronic, sortable format (such as Excel or CSV) compatible with the Town's systems. The Town may use such data solely for legitimate governmental purposes, including contract administration, verification, planning, public records compliance, and transition planning.
- 13.9 Ownership and Confidentiality.** The parties acknowledge that customer account data generated under this Agreement relates to services provided pursuant to a municipal franchise. The Town shall retain the right to receive, retain, and use such data in accordance with applicable public records and confidentiality laws.
- 13.10 Survival and Transition.** Upon expiration or termination of this Agreement for any reason, the Contractor shall, within ten (10) business days, provide the Town with a final, complete customer list and related service data sufficient to ensure continuity of Services.

14 Billing and Collections, Payment and Annual Adjustments.

14.1.1 Billing and Collection.

- A. **Solid Waste, Bulk Waste, Recycling and Disposal Services.** The Contractor shall

bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Residential Green Waste Services in accordance with the rate structure established in Exhibit A and as may subsequently be adjusted as set forth in 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.** Contractor shall bill all Residential Service Units in a uniform, non-discriminatory manner, regardless of level of service. Payment shall be due no sooner than the 15th 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. Contractor shall provide a process to accept payments from a homeowners' association or its authorized representative for Service Units within that homeowners' association.
 - a. **Town Materials and Announcements.** Contractor shall include reasonable Town provided newsletters, announcements and similar materials and information at no additional cost to the Town. The Town and Contractor shall set the schedule and other reasonable parameters therefore.
 - b. **Information Concerning Annual Residential Bulk Waste Service, Household Hazardous Waste Events and Electronic Recycling Events.** At least 30 days before each scheduled: (i) Annual Residential Bulk Waste Service, (ii) Household Hazardous Waste Event and (iii) Electronic Recycling Event, Contractor will provide a pamphlet (approved in writing by the Town) in the bills sent to customers in the Town setting forth, as applicable: (i) the routes and schedule for the Annual Residential Bulk Waste Service pickup, (ii) Household Hazardous Waste Event date, time and locations, and (iii) Electronic Recycling Event date time and location, together with requirements, limitation and answers to frequently asked questions related thereto. The same information shall be conspicuously and continuously posted on the Contractors website and on its billing page for customers within the Town.
3. **Customer Dispute.** In case of a bill dispute, the Contractor must respond to a written complaint from a resident within 15 days.
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.** Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor 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.** Contractor 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.** Except as provided in herein, Contractor shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned. Contractor may disclose such information if the disclosure is: (a) necessary to render or conduct a legitimate business activity related to Services provided by the Contractor to the customer; or (b) 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.

8. **Collection Matters.** Contractor shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Contractor shall be permitted to pick up the Solid Waste Cart, Recycling Cart and Green Waste 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 Contractor to the customer. The Contractor shall not receive any payment from the Town on account of excessive delinquencies.

B. **Recycling Facilities Processing and Marketing Services.** Contractor shall submit a monthly bill on or before the 15th day of each month to the Town for all services performed during the immediate prior calendar month. Contractor shall ensure that each bill (1) describes services provided to the Town, (2) includes all charges for the prior month, and (3) includes any other information the Town requests. Contractor shall bill Town in accordance with the Rate Structure established in Exhibit A and as may subsequently be adjusted as set forth in this Agreement.

14.2 Town Payment to Contractor.

A. **Town Facility Solid Waste Collection Services.** Town shall pay Contractor for Town Facility Solid Waste Collection Services at the rates set forth in Exhibit A in an amount equal to the Town's authorized Town Facility Solid Waste Collection Services minus any disputed amounts and minus any liquidated damages.

B. **Town Facility Recycling Collection Services.** Town shall pay Contractor for Town Facility Recycling Collection Services at the rates set forth in Exhibit A in an amount equal to Town's authorized Town Facility Recycling Collection Services minus any disputed amounts and minus any liquidated damages.

14.3 **Payment for Variance: Inspections.** For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of a variance by the Maricopa County Environmental Services Division with respect to services to be provided pursuant to this Agreement. Contractor shall also be responsible for conducting any inspections required as a condition upon the Town's variance. Contractor shall provide the Town with (A) quarterly reports detailing the inspections completed and (B) other such information or reports as may be requested by the Town from time to time to comply with the requirements of the variance.

14.4 **Annual Rate Adjustments.** All costs proposed shall remain fixed from the execution of this Agreement through January 15, 2029. No cost increase shall be permitted during this period. Beginning after January 15, 2029, the Contractor may request an annual rate adjustment by submitting a written request with supporting documentation to the Town no later than three hundred sixty-five (365) calendar days prior to the effective date of the requested adjustment. Failure to submit a request within this time frame shall constitute a waiver of the adjustment for that contract year.

All rate adjustment requests shall be calculated using the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the Phoenix–Mesa–Scottsdale area, based on the July-to-July period immediately preceding the requested adjustment, and documented changes in landfill waste processing fees (“tipping fees”). Any request based on tipping fees must include supporting documentation and a calculation showing how the change would translate into an overall percentage adjustment across the customer base. Any approved rate adjustment shall not exceed five percent (5%) per year, regardless of CPI-U, tipping fees, or any other factor. No other index or methodology shall be permitted.

15 Public Education Activities.

- 15.1** Contractor shall provide the following services associated with public education notices at no cost to the Town or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

16 Development, Printing and Distribution of Improper Set-out Notice.

- 16.1** Contractor shall develop, print and distribute, at Contractor's own expense, an improper set-out notice. The improper set-out notice shall be approved by the Town and shall include one original with two copies. The improper set-out notice shall include (A) the date (B) reason for non-Collection and (C) Contractor's customer service telephone number and (D) any other information the Town requests. Contractor shall attach the original improper set-out notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an improper set-out notice. Contractor shall maintain copies of improper set-out notices and digital photos in a format that enables Contractor to immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of improper set-out notices as set forth in this Agreement

17 Ownership of Solid Waste and Recyclable Materials.

- 17.1** Title to Solid Waste, including Bulk Waste, shall pass to the Contractor once the Contractor takes possession of the materials at the Residential Service Unit. Title to Recyclable Materials shall remain with the Town until the Recyclable Materials are processed and sold. The risk of loss to the Recyclable Materials shall pass to Contractor at the time they are picked up by the Contractor. After the risk of loss passes to Contractor, if any Recyclable Materials are lost, damaged or scavenged, Contractor shall be liable to the Town for that sum of funds that would have been paid to the Town in accordance with the provisions of this Agreement. Title to and liability for Hazardous Waste shall at no time pass to the Town or the Contractor and shall, at all times, remain with the generator of the Hazardous Waste.

18 Liquidated Damages.

- 18.1 Damages.** Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 18 shall be considered a breach of the Contract. The Contractor 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 Contractor 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 Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The Contractor 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 Contractor. 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.

- 18.2 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 (B) the address was not reported by the Contractor as a late set-out or an improper set-out. Contractor may dispute the designation as a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.

- 18.3 Missed Block.** \$250 for each incident of the Contractor 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 the material was not picked up, the material was properly sorted and the address was not reported by the Contractor as a late set-out. Contractor may dispute the designation as a Missed Block to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a block is a Missed Block.

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

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

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

- 18.7 Failed Correction of Missed Collection.** \$250 for each incident for failure or neglect to collect materials from a Missed Collection location within the amount of time specified in this Agreement.

- 18.8 Failed Cart Maintenance.** \$100 for each incident for failure to maintain Carts or Containers in proper working order ten days after notice has been provided by the Town.

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

- 18.10 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 Contractor picking it up for service. Contractor shall not be penalized for any Carts returned to their original location which are subsequently moved by a third party.

18.11 Failure to Provide Updated Maps. \$50 per day for each day beyond 30 days after change in routing for failure to provide updated route maps to Town after change in routing.

18.12 Failure to leave Education Tag. \$100 for each incident for failure to leave an education tag when material that is inappropriately prepared is not collected.

18.13 Failure to Label. \$100 for each incident for distributing Carts without labels that include text and graphics depicting what materials may be placed in the containers.

18.14 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

18.15 Failure to Document Customer Complaints. \$50 per Business Day thereafter per incident for failure to provide the Town with the required resolved customer complaint documentation upon request of the Town.

18.16 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.

18.17 Failed Reject Handling. \$500 for each occurrence for failure to handle Rejects in accordance with this Agreement.

18.18 Failure to Meet Residue Allowance. For Failure to meet annual Residue Allowance in accordance with this Agreement: (A) \$500 for 0.01% to 5.00% over the Residue Allowance; (B) \$1,000 for 5.01% to 10.00% over the Residue Allowance; (C) \$1,500 for each 10.01% to 15.00% over the Residue Allowance; (D) \$2,000 for 15.01% to 20.00% over the Residue Allowance; and (E) \$2,500 for 20.01% or more over the Residue Allowance.

18.19 Exceptions: For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform Collection Service is the result of conditions of Force Majeure as set forth in Section 25 of this Agreement, inclement weather severe enough that trucks cannot safely take Collections, provided however, that the Contractor shall obtain the approval for the delay from the Town prior to 3:00 PM, Local Time of the scheduled Collection day.

19 Payment Withheld.

In addition to express provisions elsewhere contained in this Agreement, Town may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the Town's interests on account of: (i) Unsatisfactory progress of the work not caused by condition beyond Contractor's control; (ii) Defective work not corrected;

(iii) Contractor's failure to carry out instructions or orders of the Town or its representative; (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid; (v) Execution of work not in accordance with the Agreement; (vi) Claim filed by or against Contractor or reasonable evidence indicating problem filing of claims; (vii) Failure of Contractor to make payments to any subcontractor for material or labor; (viii) Damage to another contractor; (ix) Unsafe working conditions allowed to persist by Contractor; (x) Failure of Contractor to provide required reports and other reports as required by Town; (xi) Use of any subcontractors without the Town's prior, written approval; or (xii) Failure of Contractor to provide accurate invoices and supporting data as describe elsewhere in this agreement. When the foregoing defaults have been cured, payment shall be made for amounts withheld because of them and the Town shall never be liable for interest on any delayed or late payment. The Town's right to withhold payments under this Section will be reasonable in light of the nature of the claims and the amount of available insurance and performance bonds pursuant to this Agreement.

20 Performance Guaranty.

Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in the amount of three million (\$3,000,000) dollars and in the form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor 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 Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. 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 A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

21 Taxes.

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

22 Compliance with Laws and Regulations.

The Contractor 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 Contractor 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.

23 Town Inspection Rights.

- 23.1 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 Contractor related to the services provided under this Agreement for inspection and audit, at Town's expense. Additionally, the Contractor 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.
- 23.2 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 Contractor's facilities, including the Disposal Facility and Recycling Facility if operated by the Contractor, and equipment and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

24 Dispute Resolution.

- 24.1 Interpretation of Agreement.** Except as provided otherwise in this Agreement and to the extent permitted by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.
- 24.2 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 Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.
- 24.3 Process for Dispute Resolution.** In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor 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 Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. Pending resolution of a claim, the Contractor shall

proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

24.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor 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 Contractor expressly recognizes the paramount right and duty of 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 before a mediator of the parties' choosing. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 28 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

25 Force Majeure.

Except for any payment obligation by either party, if the Town or Contractor 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 Contractor 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 Contractor 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 Contractor, 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, suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. 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 event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

26 Indemnification.

To the fullest extent permitted by law, the Contractor, as indemnitor, shall indemnify, defend and hold 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 Contractor's performance of its obligations pursuant to the terms of this

Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents or in the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or 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 indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor 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.

27 Insurance.

27.1 General.

- A. Insurer Qualifications.** Without limiting any obligations or liabilities of Contractor, Contractor 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 standard policies and ISO. 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 Contractor. The Town reserves the right to review ACORD form certificates of insurance and/or applicable blanket-form 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 Contractor 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.** Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured. The Town's insurance shall be noncontributory. A waiver of subrogation shall apply against the Town.
- F. Waiver.** All policies, except for Professional Liability, if applicable, 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 Contractor.

Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written blanket-form 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. Contractor 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, Contractor 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 Contractor. Contractor 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, Contractor will provide the Town with suitable evidence of insurance in the form of ACORD certificates of insurance, issued by Contractor's insurance insurer(s) as evidence that policies are placed with insurers rated A-VIII (or higher) by AM. Best 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. The Town shall reasonably rely upon the certificates of insurance 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 Contractor'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 Contractor's responsibility to forward renewal certificates to the Town 15 days prior to the expiration date. All certificates of insurance shall be identified by referencing the RFP number and title of 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 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 04 13 or equivalent.
 - b. Auto Liability - Under ISO Form DA-9U74C or equivalent.
 - 2. Contractor's insurance shall be primary Insurance as respects performance of the Agreement.
 - 3. All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor 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.

27.2 Required Insurance Coverage.

- A. Commercial General Liability.** Contractor 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 contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 0413 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 0413, 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.** Contractor shall maintain Business Automobile Liability insurance with a limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "I" "any auto" policy form CA 00 01 1013 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 DA-9U74C 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.

- 27.3 Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor'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.

- 27.4 Cancellation and Expiration Notice.** Insurance required herein shall not be canceled, or materially changed without 30 calendar days prior, written notice to the Town, other than Workers' Compensation.

28 Termination; Cancellation.

28.1 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 Contractor 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 Contractor 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 Contractor. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section: (i) contractor shall abandon 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 or operation of the Disposal Facility or Recycling Facility; (ii) the failure of Contractor to process Recyclable Materials for a period of five consecutive calendar days at any time after the Commencement Date; (iii) if the Contractor'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; (iv) the failure of Contractor to pay amounts owed to the Town under the terms of this Agreement within 14 calendar days after such amounts become finally due and payable; (v) if Contractor shall be not paying its debts when they become due; 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 corporate action for the purpose of any of the foregoing; and (vi) the default by Contractor with respect to any obligation to any third party pertaining to the Contractor 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 Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

- A. Failure to Cure.** If the Contractor shall fail to cure its Breach or Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice. In such case, the Contractor 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, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, 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, 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 Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by 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 Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of such excess.

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

28.2 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause 120 days after receipt by Contractor of written notice by the Town. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Town's election to terminate this contract in whole or in part for its convenience.

28.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

28.4 Due to Financial Insolvency. The Company represents and warrants that it is financially solvent as of the Effective Date of this Agreement. The Company shall notify the Customer in writing no less than sixty (60) days prior to any actual or reasonably foreseeable financial insolvency. Such notice obligation applies upon the Company's knowledge of circumstances that would reasonably be expected to result in insolvency, including but not limited to material liquidity issues, default on debt obligations, or the intent to seek protection under any bankruptcy, insolvency, or similar law.

28.5 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 obligations by the Town or any of its departments or agencies 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 in any Town or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

28.6 Gratuities. The Town may, by written notice to the Contractor, 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 Contractor or any agent or representative of the Contractor 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 Contractor an amount equal to 150% of the gratuity.

- 28.7 Agreement Subject to Appropriation.** The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.
- 28.8 By Contractor For Cause.** In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Town which has not been remedied within 30 days after receipt of written notice from the Contractor 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), the Contractor, 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 Material Breach or a Material Default by Town for purposes of this Section: (i) The failure of Town to pay amounts owed to the Contractor under the terms of this Agreement within 45 days after such amounts become finally due and payable or (ii) If 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.
- A. Failure to Cure.** If Town shall fail to cure its Breach or Default as specified in subsection 28.7 hereof, the Contractor may terminate this Agreement upon ten days written notice. In such case, the Town shall not be entitled to receive further payment from the Contractor from the effective date of the Notice of Termination.
- B. Damages.** All damages, costs and charges incurred by Contractor, 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 Town. In case the damages and expenses so incurred by Contractor shall exceed the unpaid balance, then Town shall be liable and shall pay to Contractor the amount of such excess.

29 Miscellaneous.

- 29.1 Survival.** Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 29.2 Records.** Contractor shall provide the Town with a complete customer service data file semi-annually and provide a final updated file within 30 days of contract termination or expiration. Contractor shall maintain this data in a standard format (Excel/CSV).
- 29.3 Further Assurance.** Contractor 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 Exhibits.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.
- 29.8 Independent Contractor.** Contractor 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. Contractor, 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 Contractor, its employees or subcontractors. The Contractor and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.
- 29.9 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 Contractor.

- 29.10 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.
- 29.11 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.
- 29.12 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.
- 29.13 Assignment.** No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. 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.
- 29.14 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 Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement. However, 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.

- 29.15 Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town 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 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 Contractor 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 to insist upon the strict performance of this Agreement.
- 29.16 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.
- 29.17 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.
- 29.18 Offset.**
- A. Offset for Damages.** In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
 - B. Offset for Delinquent Fees or Taxes.** The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- 29.19 Notices and Requests** Unless a specific time frame for notice is otherwise specifically set forth in this Agreement (including, but not limited to Subsections 5.3, 5.4, 6.1, 9.4, 23.1, 25 and 29.21), 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: (A) delivered to the party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (C) given to a recognized and reputable overnight delivery service, to the address set forth below ;or (D) delivered by e-mail transmission, with receipt confirmation, to the e-mail address set forth below: .

If to the Town:

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Rachael Goodwin, Town Manager

With copy to:

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Jennifer Wright, Town Attorney

If to Contractor:

Universal Waste Systems, Inc.
3612 S. 36th St.
Phoenix, Arizona 85040
Attn: General Counsel

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 (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) 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 (D) 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.

29.20 Confidentiality of Records. The Contractor 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 Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

29.21 Records and Audit Rights. Contractor'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 Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 29.22 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 (A) evaluation and verification of any invoices, payments or claims based on Contractor'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 (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 29.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. 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 Contractor pursuant to this Agreement. Contractor and its subcontractors 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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.

- 29.22 E-verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor'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.
- 29.23 Scrutinized Business Operations.** Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 28.1 above.
- 29.24 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 Contractor's Proposal, the documents shall govern in the order listed herein.
- 29.25 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.
- 29.26 Israel.** Contractor certifies that it is not currently engaged in and agree for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
- 29.27 China.** Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

[Signatures on following page]

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE CONTRACTOR:

By

Name

Title:



Matt Blackburn, VP

EXHIBIT A
TO
SOLID WASTER SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC

[Contractor's Proposal]

See following pages.



Town of Fountain Hills
Admin-Procurement
Robert Durham, Procurement Administrator
16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-008

Town Wide Solid Waste and Recycling

RESPONSE DEADLINE: November 12, 2025 at 5:00 pm

Report Generated: Thursday, December 18, 2025

Universal Waste Systems Inc Response

CONTACT INFORMATION

Company:

Universal Waste Systems Inc

Email:

ryanodonnell@uwscompany.com

Contact:

Ryan O'Donnell

Address:

3612 S. 36th St.
3612 S. 36th St.
Phoenix, AZ 85040

Phone:

N/A

Website:

www.uwscompany.com

Submission Date:

Nov 12, 2025 1:27 PM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 10, 2025 2:29 PM by Ryan O'Donnell
Addendum #2
Confirmed Nov 10, 2025 2:30 PM by Ryan O'Donnell

QUESTIONNAIRE

1. Certification
By confirming questions under this section, the Vendor certifies:

NO COLLUSION*
Pass
The submission of the Proposal did not involve collusion or other anti-competitive practices.
Confirmed

NO DISCRIMINATION*
Pass
It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
Confirmed

NO GRATUITY*
Pass

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT
RFP No. RFP-2025-008
Town Wide Solid Waste and Recycling

It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*

Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*

Pass

- A. Letter of Intent. One page cover letter shall include the following statements:
- a. "Proposal is binding offer for a 180 calendar day period from the opening date as specified in this RFP."
 - b. "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."
 - c. Statement of Organization. Proposers are permitted to 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.

COI_for_The_City_of_Fountain_Hills.pdf

UWS_Prequalification_Letter_Executed_11.6.25_Town_of_Fountain_Hills.pdf
Fountain_Hills_2.1.1.pdf

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*
Pass

- A. Proposers are permitted to supply additional information that will assist the Town in understanding the Proposer's experience. Key Personnel. Proposer shall provide an organization chart 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 the 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 Agreement. Provide resumes, 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.
- Statement of Independence. The Proposer shall list and describe 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 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.
- 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.
- Litigation, Regulatory Actions and Liquidated Damages History. Proposer shall describe all past and pending civil, legal,

regulatory and criminal actions in which \$2,500 or more was initially sought or ultimately obtained, that: (a) are (i) now pending or which have occurred in the past five years, (ii) against key personnel, Proposer, Proposer's subcontractors and all subsidiaries owned by Proposer and (iii) related to the scope of work described by this RFP and occurring within Arizona, New Mexico, California, Nevada, Utah or Colorado; or (b) involve a governmental entity as a party.

Compliance Records. In addition to the compliance information provided in response to other sections of this RFP, Proposer shall submit 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 subcontractors received in the past five years from public agencies for vehicles and other equipment and vehicle staging, maintenance, processing, green waste processing, transfer and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractors, 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 subcontractors, Proposer's parent company and subsidiaries, to public agencies in the past five years.

Fountain_Hills_2.2.pdf
Litigation_History.pdf

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

Fountain_Hills_2.3.pdf

PROJECT APPROACH*
Pass

- o Christmas Tree disposal
 - o Other a-la-carte services proposed
- WCoFAZ_Universal_Waste_Systems_-_Trash_Landfill_Processing_Town_of_Fountain_Hills.pdf
Fountain_Hills_2.4_.pdf
Salt_River_Landfill_Letter_of_intent.pdf

PROJECT SCHEDULE*
Pass

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates, if applicable.

- A. Proposed Kick-Off Meeting
- B. Phase I Report (Progress update)
- C. Phase II Report (Progress update II)
- D. Phase II Implementation Start Date
- E. Implementation update(s)

Fountain_Hills_2.5.pdf

PRICING: ATTACHMENTS C THROUGH J; ADD ANY OTHER A-LA-CARTE SERVICE AND PRICING *
Pass

[UNIVERSAL WASTE SYSTEMS INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-008

Town Wide Solid Waste and Recycling

C_SW_Res_fillable.pdf
D_SW_NO_REC_fillable.pdf
E_SW_Res_2_fillable.pdf
F_Green_Waste_Res.pdf
G_REC_Res_and_Town.pdf
H_REC_Drop_Off.pdf
I_SW_Spec_Events_fillable.pdf
J_SW_Spec_Events_2_fillable.pdf

W-9

Pass

Fountain_Hills_W9_signed.pdf

PERFORMANCE GUARANTY*

Pass

Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than annual value of this Agreement and in the form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor 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 Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect.

Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. 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 27 State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

Yes

SUBMISSION CONTAINS CONFIDENTIAL INFORMATION?*

Pass

Please clearly identify any confidential information.

Yes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Blvd. Suite 100 Glendale CA 91203	CONTACT NAME: Erin Viker
	PHONE (A/C, No, Ext): 877-730-1222 FAX (A/C, No): 805-545-8224
INSURED Universal Waste Systems Inc 9016 Norwalk Boulevard Santa Fe Springs, CA 90670	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
License#: 0D69293 UNIVWAS-04	INSURER A: National Interstate Insurance Company NAIC # 32620
	INSURER B: Vanliner Insurance Company NAIC # 21172
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 728917648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			LJG 8310012 00	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			WAR 8310012-08	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WRW 8310012-06	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only

CERTIFICATE HOLDER

CANCELLATION

City of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



RLI Insurance Company

Los Angeles Commercial Surety Office | 801 S. Figueroa Street, Ste. 900 | Los Angeles, CA 90017
P: (213) 287-2035 | C: (818) 470-0500 | www.rli.com

November 6, 2025

TOWN OF FOUNTAIN HILLS
ADMIN-PROCUREMENT
16705 E. AVENUE OF THE FOUNTAINS
FOUNTAIN HILLS, AZ 85268

Re: Universal Waste Systems, Inc. – Request for Proposal (RFP) #RFP-2025-08
Town Wide Solid Waste and Recycling

To Whom It May Concern:

Please be advised that RLI Insurance Company (rated A+ by AM Best) is the surety for Universal Waste Systems, Inc. RLI Insurance Company is licensed to transact surety in all fifty states and is listed as an acceptable surety in the United States Department of Treasury Circular 570.

Universal Waste Systems, Inc. has been an RLI Insurance Company surety client for seven years with a single bond limit of \$15 million and an aggregate bonding capacity of \$25 million so we do not anticipate any issue with supporting the 100% performance and payment bonds for this RFP.

However, issuance of performance and payment bonds is a matter between Universal Waste Systems, Inc. and RLI Insurance Company and will be subject to review and approval of the contract terms and conditions, the bond forms, confirmation of adequate project funding, and the application of such other underwriting criteria as may be pertinent at the time such bonds are requested. We assume no liability to you or to third parties if for any reason we do not execute said bonds.

If we can provide further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

RLI Insurance Company

By:

Alicia Grumbles, Attorney-in-Fact



Universal Waste Systems, Inc.
City of Fountain Hills- (RFP 2025-008)
Town Wide Solid Waste and Recycling
November 12, 2025

Section 2.1: General Information

- A.** This proposal is binding offer for a 180-calendar day period from the opening date as specified in this RFP"
- B.** "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 UWS 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 material facts.
- C.** Universal Waste Systems Inc., (UWS) is a family-owned privately held company established in 1986 providing waste management services to communities throughout Southern California, Arizona, New Mexico, Kansas, and Missouri. We have broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. Universal Waste Systems Inc. is a California C-Corporation owned and operated by the Blackburn Family, our corporate office is at 9010-9030 Norwalk Blvd., Santa Fe Springs, CA 90670. With 3 facilities in the AZ market in Phoenix, Casa Grande, and Arizona City.

Please be assured that UWS fully understands the service requirements as specified in the Request for Proposal (RFP) document and is fully prepared to implement the service requirements in the agreement.

Beyond affordable service rates that are both responsible as well as extremely competitive, UWS is prepared to demonstrate that all other expectations for service quality, cleanliness of equipment, customer satisfaction, responsible corporate citizenship, creativity, and financial stability will be the service delivered to the customers of the City of Fountain Hills.

We have designated Ryan O'Donnell, UWS Arizona Management Team, as the primary point of contact with the City of Fountain Hills regarding this RFP process. His contact information is below.

On behalf of the Blackburn family and our valued employees, I thank you for the opportunity to propose on the franchise contracts and to be of service to the City of Fountain Hills.

Respectfully Submitted,

Mark Blackburn
President,
Universal Waste Systems, Inc.

Ryan O'Donnell
Arizona Business Development
Universal Waste Systems, Inc.

3612 S. 36th St.
Phoenix, AZ. 85040
Phone: 480-970-1600
ryanodonnell@uwscompany.com

Universal Waste Systems, Inc.
City of Fountain Hills- (RFP 2025-008)
Town Wide Solid Waste and Recycling
November 12, 2025

2.2. Key Personnel / Firm and Staff Qualifications/ Resumes

Mark Blackburn

President and CEO

46 years solid waste industry experience

Mark Blackburn is the company's founder, majority owner, and chief executive officer.

Mark sets the strategic direction for the company. He has piloted the company to new horizons including franchised collection operations, solid waste transfer, material recovery, organics processing, conversion technologies, and new geographic areas (New Mexico and Arizona).

Mark is an innovator who investigates and experiments with new approaches and technologies.

Experience

Mark entered the solid waste industry in 1974 working for his father (Harry Blackburn) at Signal Hill Disposal.

After a 12-year 'apprenticeship' in the industry and in entrepreneurship, Mark and wife Anne struck out on their own and founded Universal Waste Systems, Inc. in 1986.

From one truck and one account, the company now employs 800 employees and operates 450 collection vehicles from 9 locations with over \$200 million in annual revenue.

Matt Blackburn

Executive Vice President

24 years solid waste industry experience

Matt Blackburn is the Executive Vice President and Chief Operating Officer. Matt is responsible for managing day-to-day operations for waste collection and facilities. He also oversees all support services.

Matt is the primary contact for each of the jurisdictions that we serve. He has led jurisdiction transitions for UWS for all contracts since 2007 including all of the franchises listed in our proposal.

Matt will lead our team from transition, planning, through start-up.

Experience



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Matt joined the company working in the dispatch office. Prior to assuming the role of executive vice president in 2015, he had worked in every facet of the business.

24 years solid waste industry experience

Mitch Blackburn

Vice President

20 years solid waste industry experience

Mitch Blackburn is a third generation member of ownership. Mitch has been involved with Universal Waste since his early teenage years learning from ground up each position and the importance of how they come together to make a successful business.

After high school Mitch went to Palomar College in San Marcos California. At Palomar Mitch was a college athlete playing baseball and studying business. After two years Mitch transferred to San Diego State University where he received a full ride athletic scholarship while continuing his studies in business. After college Mitch had a very special opportunity where he was signed professionally to play for the Los Angeles Angels and continue his dreams playing baseball.

Mitch began his full time career with UWS in 2011. Since 2011 Mitch has gone from getting his commercial driver's license and driving routes for the company into operations management. Mitch then took the next step in becoming part of UWSs expansion and moving to New Mexico to run the operation throughout the state. In 2020 Mitch then moved to where he calls home now in Arizona. Mitch works to oversee all operations between three different locations throughout the state. Mitch has helped grow New Mexico and Arizona to over 10 different operations facilities and over 200 employees with his hands on and vast knowledge of time, efficiency, safety and a great work environment to reassure our customers and city contracts get the service we as a company promise.

Mitch, with now over a combined 20 years, and a current Arizona resident will be involved daily with his staff in Phoenix to provide quality service and performance to the City of Fountain Hills.



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Ryan O'Donnell

Arizona Business Development

25 years solid waste industry experience

With 25 years in the waste industry, Ryan brings a wealth of experience, professionalism, and dedication to his role every day. His deep understanding of operations and commitment to customer satisfaction have made him an invaluable part of our team. Ryan is known for his excellent communication skills and strong relationships with customers, city partners, and community programs. He takes pride in ensuring that daily routes run smoothly, safely, and efficiently, always going above and beyond to deliver exceptional service. Ryan's leadership and positive attitude continue to set a high standard for our entire operation.

Brian Schmitz

Operations Manager

20 years solid waste industry experience

With 20 years of experience in operations management, Brian has consistently demonstrated an exceptional level of hard work and dedication to UWS. He takes a hands-on approach to overseeing daily routes, ensuring that every schedule runs smoothly and efficiently. His commitment to safety is second to none. He not only enforces strict compliance with all safety standards but also fosters a culture of accountability and care among team members. Through his leadership, our operations continue to run seamlessly, reflecting his unwavering dedication to excellence and the well-being of our employees.

Erica Casares

5 years solid waste industry experience

Erica Casares is a born and raised in Arizona. Erica is a graduate of Northern Arizona University. Erica is a very important key part in our daily employee support and communications.

Jason Pennington

Maintenance Director

Jason Pennington manages vehicle maintenance and repair operations for our fleet of 500+ collection vehicles including transfer vehicles, and miscellaneous vehicles at our nine locations.

Jason is also responsible for vehicle software systems, management and development of our 50 member maintenance staff, and for equipment procurement.



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He works from our Phoenix and Los Angeles offices.

Experience

Jason has 18 years' experience in fleet maintenance. He joined the UWS Team in 2017.

Prior to joining UWS, he held positions of Maintenance Manager at Recology.

7 years solid waste industry experience

Jamie Mills

Lead Customer Service Representative

10 years solid waste industry experience

Jamie Mills is the Lead Customer Service Representative. Jamie is an Arizona native born and raised in Phoenix. Jamie graduated from Copper Canyon High School. Jamie started with Midwest Disposal Services 6 years prior to UWS acquiring them. Jamie plays a very important key roll with our customer service and knowledge. Jamie will play a key part for the duration of the contract. Jamie will be the main contact for the City of Fountain Hills with any accountant questions and or information needed as well as responsible for any container deliveries and or replacements. Jamie will also work closely with the drivers to keep an accurate log on container serial numbers requested by the city.

Michelle Newsham

Reporting Manager

26 years solid waste industry experience

Michelle Newsham is responsible for jurisdiction reporting (disposal & diversion tonnage and city fee payments), administrative services, and customer billing and collections.

She will be a key member of our transition team.

Experience

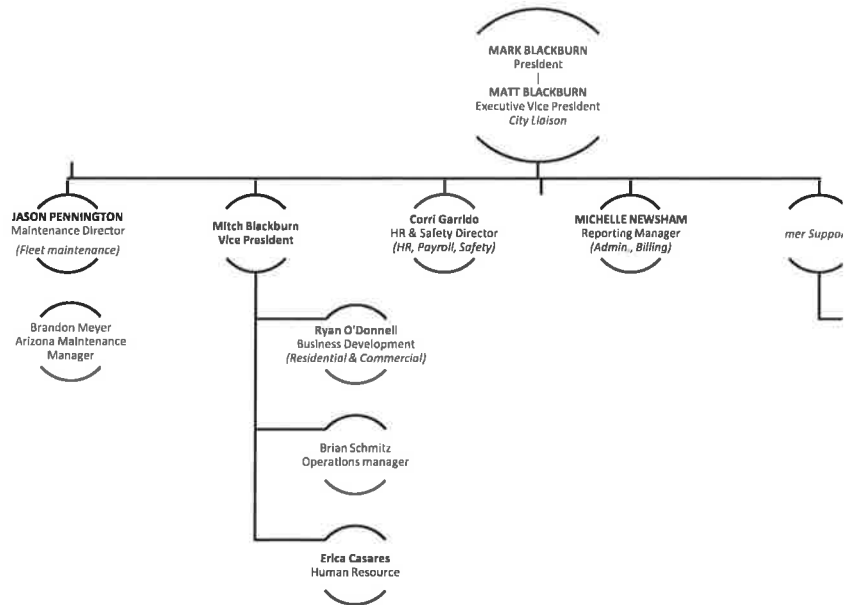
Michelle is a 26-year employee of UWS. She has extensive experience with transitioning several service areas to UWS service including the City of Los Angeles, Maywood and Los Angeles County areas of Malibu, Mesa Heights, NW & NE Mountain & Bays, West Whittier, Citrus, Pioneer/Carson, and South San Gabriel. She also was integrally involved in several business acquisitions by UWS.



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Organization Chart

Needs edited remove Kim and Brandon



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2.2. Experience and Qualifications of the Vendor

UWS has broad and extensive experience serving residential, commercial and industrial customers in Southern California, Arizona, and New Mexico. In addition to successfully operating in exclusive franchise areas where excellent service has earned renewals and extensions, we have also been successful in the highly competitive non-exclusive environment where customers are free to change service providers based upon service quality and price.

Although UWS is not the largest company that will propose, we are the one company that possess all the capabilities necessary to serve the City and will meet and/or exceed the requirements listed in the RFP. UWS has developed into a company that prides itself on creating partnerships with our communities in order to ensure a high level of service at reasonable rates. We will be committed to the residents and businesses by offering first class services.

Arizona City 5,300 homes	Jan. 2020 to Open Market	Residenti al, Commerci al, Multi- Family, Industrial, Roll-Off	-Refuse- - Recycling - -C&D-	Automate d Residentia l	Arizona City, Arizona (open market)
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City of Maywood 2,965 homes	March 2020 Februar y 2027	Residenti al, Commerci al, Multi- Family, Industrial	-Refuse- - Recycling - -Organic Waste- -C&D-	Automate d residential , bins, stationary compactor s & roll off	Ms. Jennifer Vasquez City Manager 4319 E. Slauson Ave. Maywood, CA 90270 Jennifer.vasquez@cityofmaywood.com (323) 562-5712
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City of South Gate 14,650 homes	January 2023 To December 2032	Residential, Commercial, Multi-Family, Industrial	-Refuse- - Recycling - -Organic Waste- -C&D-	Automated residential bins, stationary compactors & roll off	Mr. Rob Houston City Manager 8650 California Avenue South Gate, CA 90280 rhouston@sogate.org (323) 563-9503
City of Deming 5,679 homes	June 2020 to May 2030	Residential, Commercial, Multi-Family, Industrial,	-Refuse- - Recycling - -C&D-	Automated Residential Commercial Bins	Ms. Aaron Sera City Manager City of Deming 1275 E. Pine St. Deming, NM 88030 asera@cityofdeming.org (575) 546-8848
County of Los Angeles Over 50,000 homes West Whittier, South San Gabriel, Citrus Charter Oak Ramona, Pioneer Carson Park, Malibu, Mesa Heights, Altadena, South Bay	April 2007 to Various Expiration Dates	Residential, Commercial, Multi-Family, Industrial, Roll-Off	-Refuse- - Recycling - -Organic waste- -C&D-	Automated Residential	Mr. Chris Sheppard Principle Engineer 900 S. Fremont Ave Alhambra, CA 91803 csheppard@dpw.lacounty.gov (626) 458-3501



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Universal Waste Systems Inc. Disclosures

-UWS doesn't have a professional relationship or subcontract relationship with the town or any of its agencies or component units over the last 5 years.

-UWS, its officers, and staff have not been debarred or precluded from participating in public procurements activity, including being disapproved as a subcontractor with any Federal, state or local government.

-Litigation History is submitted as a separate excel file in this section.

- UWS doesn't have any compliance records to submit that would qualify under this section.



	A	B	C	D	E	F	G	H
1	Jurisdiction	Case No	Filing Date	Case Type	Role (P or D)	Opposing Party	Status	Resolution Date
2	JASC	BC582386	5/20/2015	Motor Vehicle P/PPD	D	Christian Freelon	Dismissed	11/15/2016
3	JASC	BC588384	7/17/2015	Collections	D	Wesco Insurance Company	Dismissed	8/16/2016
4	JASC	BC595676	9/23/2015	Motor Vehicle P/PPD	D	State Compensation Insurance Fund	Dismissed	2/23/2016
5	JASC	19STCV22923	6/28/2016	Other PI	D, X-C, X-D	Byron Jameson	Dismissed	9/7/2025
6	JASC	BC333228	9/7/2016	Motor Vehicle P/PPD	D	Dorri Mendoza	Dismissed	6/13/2018
7	JASC	BC640886	11/16/2016	Breach of Contract	D	Yutaka Ebihara	Dismissed	12/7/2016
8	JASC	17K01718	2/16/2017	Other PI	D	State Farm Mutual Auto	Dismissed	4/18/2017
9	JASC	17AHSC03275	4/21/2017	Small Claims (Limited)	D	Luis R. Carrillo	Judgment - Contested	6/30/2017
10	JASC	BC658561	4/21/2017	Motor Vehicle P/PPD	D	James Harris	Dismissed	10/4/2018
11	JASC	BC795056	5/4/2018	Other Commercial/Business Tort	D	Class Action	Dismissed	6/15/2020
12	JASC	BC717823	8/14/2018	Motor Vehicle P/PPD	D	Trifone Macchia	Dismissed	4/9/2021
13	JASC	BC718700	8/20/2018	Premises Liability	D, X-C, X-D	Ellen Muniz, John Muniz	Dismissed for lack of prosecution	6/27/2022
14	JASC	BC721627	9/12/2018	Contractual Fraud	D	Deam Investment Group LLC, Edwin Novel	Dismissed for lack of prosecution	2/24/2023
15	JASC	BC721851	9/17/2018	Motor Vehicle P/PPD	D	Timothy Bluth	Dismissed	3/23/2020
16	JASC	19STCV05827	2/20/2019	Other PI	D, X-C, X-D	Abel Alstair	Dismissed	3/9/2020
17	JASC	19NWCV00288	4/2/2019	Breach of Contract	D, X-C	Morrell Fuel LLC	Dismissed	5/4/2020
18	JASC	19STCV13414	4/17/2019	Premises Liability	X-D, X-C	Sunatha Chivannaprayoon	Dismissed for lack of prosecution	4/17/2019
19	JASC	19STCV14986	4/30/2019	Motor Vehicle P/PPD	D	Alana Lucero	Dismissed	4/1/2020
20	JASC	19STCV16346	5/10/2019	Employment	D	Agustino Melgar	Dismissed	8/4/2020
21	JASC	19STCV27948	6/6/2019	Motor Vehicle P/PPD	D	Jorge Garcia-Palos	Dismissed	8/14/2020
22	JASC	19STCV37302	10/18/2019	Employment	D	Harter Rodrick, Lemus Jose, Mariscal Ricardo	Contingent & Pending	10/20/2021
23	JASC	19STCV46181	12/16/2019	Employment	D	Agustino Michel	Settled - Stipulated Judgment - Before Trial on 7/29/2022	7/29/2022
24	JASC	20STCV05514	2/11/2020	Motor Vehicle P/PPD	D	Guzel Gumerova	Dismissed	2/11/2022
25	JASC	20STCV44204	11/17/2020	Other PI	D	Antony Barron	Dismissed	2/24/2022
26	JASC	21STCV01965	1/19/2021	Labor & Employment	D	Diego Arceaga	Consolidated (Non-lead case) on 10/20/2021 to 19STCV46181	
27	JASC	21STLC00781	3/28/2021	Civil Limited (Motor Vehicle PI)	D	State Farm Mutual Auto	Dismissed	11/5/2021
28	JASC	21STSC00700	2/22/2021	Small Claims (Limited)	D	Hasbollah Elaminjad	Judgment - Uncontested	6/8/2021
29	JASC	21STCV21165	6/7/2021	Motor Vehicle P/PPD	D	Gerardine Braxton	Dismissed	9/4/2021
30	JASC	22STCV04356	2/3/2022	Motor Vehicle P/PPD	D	Arturo Hernandez	Dismissed	9/15/2022
31	JASC	23STSC08779	3/1/2022	Small Claims (Limited)	D	Kitty Lok	Judgment - Contested	4/26/2022
32	JASC	22STCV38304	12/8/2022	Motor Vehicle P/PPD	D	Ames Perez Lopez	Dismissed	5/23/2024
33	JASC	23LBCV00110	3/19/2023	Motor Vehicle P/PPD	D	Brian Jones	Dismissed	2/21/2024
34	JASC	23NWCV00701	3/7/2023	Motor Vehicle P/PPD	D	Roberto Hernandez	Dismissed	4/30/2024
35	JASC	23LBCV01562	8/18/2023	Motor Vehicle P/PPD	D	Mackey Russon	Dismissed	10/19/2023
36	JASC	23RSCV01609	12/14/2023	Small Claims (Limited)	D	James A Stanovich	Entry of Request For Dismissal - Before Hearing	1/30/2024
37	JASC	23STCV31074	12/20/2023	Employment	D	Juan Rivas	Pending	
38	JASC	23NWCV04167	12/22/2023	Breach of Contract	D	James Stahovich dba Stahovich Construction	Pending - MSC 9/9/2025, FSC 11/20/2025, Trial 12/8/2025	
39	JASC	24SMCV00810	2/22/2024	Motor Vehicle P/PPD	D	Dana Bird	Dismissed	2/19/2025
40	JASC	24STCV08057	3/29/2024	Wrongful Termination	D	Dylan Morales	Arbitration Pending, Post Arbitration Status conference 11/2/2026; staffing agency employee	
41	JASC	24NWCV01157	4/12/2024	Breach of Lease (Not UD)	D	Alaska National Insurance Company	Default Judgment 4/12/2024; Satisfaction of Judgment filed	3/28/2025
42	JASC	24STLC09139	12/13/2024	Motor Vehicle P/PPD	D	County of Riverside	Dismissed	7/9/2025
43	JASC	24STCV33877	12/23/2024	Toxic Tort/Environmental	D	Anayun Akopyan, Et Al	Pending	
44	JASC	25NWCV00342	1/28/2025	Intentional Bodily Injury	D	Malczynski	Pending	
45	JASC	25STCV02747	1/31/2025	Toxic Tort/Environmental	D	Ashley Mroz	Pending	
46	JASC	25LSCV02080	3/7/2025	Small Claims (Limited)	D	Christopher P. Lahine	Entry of Request For Dismissal - Before Hearing	3/24/2025
47	JASC	25STSC00530	8/20/2025	Small Claims (Limited)	D	Hawk II Environmental Corp.	Pending	
48								
49								
50	OCSC	30-2016-00892730	12/15/2016	Breach of Contract	D & X-C	Yutaka Ebihara	Dismissed	4/12/2018
51	OCSC	30-2024-01381121	2/21/2024	Motor Vehicle PI	D	Joanne McFaridge	Dismissed	1/21/2025
52								
53	Riverside SC	CV125005895	2/24/2025	Unlimited Civil Auto	D	Loures Veloz Cruz	Dismissal No ADR	5/13/2025
54	Riverside SC	CV125009951	2/25/2025	Unlimited Civil Auto	D	Jorge F. Castañeda	Pending	
55								
56	Central District	2-25-CV-02655	4/7/2025	Environmental	D	Kristina Brown and Ashley Mroz	Pending	

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2.3. Key Positions



Mark Blackburn

President and CEO

46 years solid waste industry experience

Mark Blackburn is the company's founder, majority owner, and chief executive officer.

Mark sets the strategic direction for the company. He has piloted the company to new horizons including franchised collection operations, solid waste transfer, material recovery, organics processing, conversion technologies, and new geographic areas (New Mexico and Arizona).

Mark is an innovator who investigates and experiments with new approaches and technologies.

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Experience

Mark entered the solid waste industry in 1974 working for his father (Harry Blackburn) at Signal Hill Disposal.

After a 12-year 'apprenticeship' in the industry and in entrepreneurship, Mark and wife Anne struck out on their own and founded Universal Waste Systems, Inc. in 1986.

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Mitch Blackburn

Vice President

20 years solid waste industry experience

Mitch Blackburn is a third generation member of ownership. Mitch has been involved with Universal Waste since his early teenage years learning from ground up each position and the importance of how they come together to make a successful business.

After high school Mitch went to Palomar College in San Marcos California. At Palomar Mitch was a college athlete playing baseball and studying business. After two years Mitch transferred to San Diego State University where he received a full ride athletic scholarship while continuing his studies in business. After college Mitch had a very special opportunity

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Business Development

25 years solid waste industry experience

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Erica Casares

Human Resources

5 years solid waste industry experience

Erica Casares is a born and raised in Arizona. Erica is a graduate of Northern Arizona University. Erica is a very key part in our daily employee support and communications. Erica is a frequent volunteer at Food Banks along with the Veteran Centers. She continues to support local foundations. Erica will play a key part for the duration of the contract.

Jason Pennington

Maintenance Director

7 years solid waste industry experience

Jason Pennington manages vehicle maintenance and repair operations for our fleet of 500+ collection vehicles including transfer vehicles, and miscellaneous vehicles at our nine locations.

Jason is also responsible for vehicle software systems, management and development of our 50 member maintenance staff, and for equipment procurement.

He works from our Phoenix and Los Angeles offices.

Experience

Jason has 18 years' experience in fleet maintenance. He joined the UWS Team in 2017. Prior to joining UWS, he held positions of Maintenance Manager at Recology.

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Jamie Mills

Lead Customer Service Representative
10 years solid waste industry experience

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Michelle Newsham

Reporting Manager
26 years solid waste industry experience

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She will be a key member of our transition team.

Experience

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Michelle began her career at UWS as a customer service representative and has managed the customer service function and dispatch operations.



Waste Connections of Arizona

office | 480.983.9100
fax | 480.983.9102

Phoenix Campus
3000 South 19th Avenue
Phoenix, Arizona 85009

East Valley Campus
3755 South Royal Palm Road
Apache Junction, Arizona 85119

Tucson Operations
6250 South Del Moral Blvd
Tucson, Arizona 85706

Landfill
22316 South Harmon Road
Florence, Arizona 85132

Disposal and Processing Facility

Date: November 11, 2025
To: Universal Waste Systems

Disposal and Processing Facility - Town of Fountain Hills

Company: Waste Connections of Arizona, 3755 South Royal Palm Road, AJ, Arizona 85119

Transfer Station: Same address reflected above

Final Disposal: Waste Connections of Arizona Landfill - Red Rock Durham Landfill

Contact: Larry Williams, Sales and Marketing Director , 602.677.5308

Term: Full term of the city awarded contractual terms for recycling and disposal

Waste Connections of Arizona will allow all solid waste and recyclables through the term of the awarded contractual terms for the Town of Fountain Hills.

Sincerely,



Larry Williams
Sales and Marketing Director
Right Away Disposal
Larry@RADservices.com

direct | 602.677.5308 office | 480.983.9100

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2.4. Project Approach / Transition Plan

UWS will begin the transition with a meeting with the City and the current vendor. We typically like to have a group meeting to discuss the transition introduce each other's team, and open dialogue to insure a smooth transition for all parties. In a typical transition UWS would work with the current provider to begin exchanging containers approximately 30 days before the start of service. We establish an agreement that we will deliver and remove the containers on the existing service days, and the current provider will agree to service our containers until the start date of January 15th. This type of transition allows for the customer to have no interruption in service, they aren't required to store two sets of containers, and greatly expedites the overall transition.

Customer Service and Communications

Universal Waste Systems Inc. corporate offices are located in Southern California. Our corporate office will manage the contract requirements are being met, and conduct all billing and accounting services.

Our local customer service center located in Arizona is located at 3612 S. 36th St. Phoenix, AZ. 85040. We propose that this

location will be open and available for customer service, open to all customers to come in for payment, questions, and education to service the City of Fountain Hills.

At UWS, Customer service is a team effort. The 'Customer service team' consists of our Customer Care Representatives, our Dispatchers, our Route Supervisors, and Route Drivers.



UWS Customer Care Team

Our **Customer Care Representatives** receive Customer calls, message chats, and emails. They are well versed in policies and procedures and able to answer questions. If a customer contact involves a service issue, a **Service Order** is generated through the Customer Record Management (CRM) system.

A central figure of the Customer care team is our **Dispatch Office**. Dispatch assigns service orders to the appropriate route, monitors the status of open orders, and closes them out when completed.

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Route Drivers receive service orders on their on-board screen, perform the work, and log the Service Order action taken.

Route Supervisors are our quality control inspectors. They follow-up to see that service orders are fulfilled in a timely and quality manner. If warranted by the nature of the contact, the Route Supervisor will make in-person contact with the Customer to ensure satisfaction.

Driver-Initiated Reports

Our customer care model works in reverse as well.

Drivers report to Dispatch when there is an issue with service such as an inaccessible bin and then either the Dispatcher or the Customer Care Representative will initiate contact with the Customer.

Documentation

Whether the Customer or our Driver initiates the contact, notes are added to the account so that any Customer Care Representative accessing the account in the future has full access to the account history.

Fulfillment Policy

Our goal is to complete all service orders the same day that are received by 1:00 P.M.

If a Customer Care Representative cannot complete a customer request during the call, the caller will be advised that they can expect follow-up either before the end of that day or no later than the next business day.

Jurisdiction Specific Information

Customer Care Representatives receive continuing education regarding the service, programs and policies of the jurisdictions that we serve. Weekly briefings keep our representatives abreast of events and changes upcoming in jurisdictions. In addition to the jurisdiction-specific information that appears on the Customer record, each Customer Care Representative has at hand a database of common services, rates & policies, and even the franchise agreement/contract, for each jurisdiction. These procedures will ensure that the calling customer receives timely and accurate information from our Customer Care Representative, ideally in one call.

We currently have a sufficient number of new collection vehicles to fulfill the requirements of the Agreement. We will not need to procure any additional equipment to meet the service requirements in the agreement.

Collection vehicles used in the City of Fountain Hills will be equipped with Samsara fleet management and recording mobile camera systems. With 5 cameras per collection vehicle for services verification and safety monitoring. The Samsara System is a safety monitoring system, and GPS systems that UWS uses in all company vehicles for monitoring. This latest technology provides us with turn-by-turn review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance.

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A. Collection Vehicles

B. Crew Members

UWS will deploy a compliment of new vehicles to perform the collection work in the Franchise Agreement.

Delivery of new collection vehicles requires a lead-time of approximately twelve to eighteen months however, we currently have the vehicles for the City of Fountain Hills in our possession and ready for service. Those vehicle groupings depicted as 'New' are new vehicles in our possession that are reserved to be deployed in the City of Fountain Hills.

Residential (Cart Service) Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
4 Brand New Frontline Collection Vehicles 2 Spare Collection Vehicles	Battle LETII Spartan 300 Collection Body	1 per collection truck	27 yard Spartan 300 Automated side loader	2024	Diesel

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Commercial (Bin Service) Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
1 Brand New Frontline Collection Vehicles	Battle LETII Heil Body	1 per collection truck	40 yard Heil Front Load Collection Vehicle	2024	Diesel
2 Spare Collection Vehicles (Used Existing Fleet)					

Rear Load Collection Vehicles



Qty	Make	Crew Members	Body	Model Year	Fuel Type
1 Brand New Frontline Collection Vehicles	Freightliner M2106 Rear Loader	2 per collection truck	18 yard Spartan Rear loader	2024	Diesel
5 Spare Collection Vehicles (Used Existing Fleet)					

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Universal Waste Systems is committed over the course of the contract to add new equipment as the City growth plan develops. UWS will reassure the proper amount of equipment will be added as the city grows to continue the quality and efficiency for the City of Fountain Hills and its residents.

Universal Waste Systems utilizes an app-based Maintenance Software system named Fleetio to track and monitor vehicle inspections performed by both drivers and inspector qualified maintenance personnel.

Driver vehicle inspection report(s).

Driver pre and post trip Inspections are submitted digitally twice a day through Fleetio. Drivers have the ability to comment as well as photograph any defect found on their inspection form at the time of inspection. Following the completion of a drivers pre/post trip inspection, Fleetio notifies, via email, multiple maintenance personal of any reported defect, providing maintenance staff the ability to see reported defects in real time. (See sample form below)

Maintenance Vehicle Inspections:

Vehicle Maintenance inspections are performed every ninety days in accordance with the DOT program set forth and monitored by the DOT. Maintenance inspections are performed digitally using Fleetio and defects are emailed in real time to multiple Maintenance staff. Technicians have the ability to comment, and/or submit a photograph of any defect discovered at the time of inspection. If a discovered defect is falls under the Out of service Criteria the vehicle is placed Out of Service until safely repaired.

Wrap Graphics will be affixed or used as requested by the City of Fountain Hills. Universal Waste Systems has several vendors that can do this service if necessary, our standard collection vehicle will have a billboard on the side of the truck that can be customized at the request of the City, or we can use our standard billboards as well. If the city choses a full body wrap, UWS will use the services of our vendor to complete this request.

Residential Waste and Recycling Carts

Following execution of the agreement, we will place the order for the carts to be distributed to Residential customers receiving individual cart collection.

Each residential customer utilizing cart service will receive a new set of carts one-week prior to their collection day at the latest in order to prepare for commencement of service. For most customers, that delivery schedule should synchronize with the last scheduled collection day performed by the outgoing service provider.

Black carts will be used for solid waste (options available with city discrepancy)

Blue carts will be used for recycling (options available with city discrepancy)

Each set of new carts distributed curbside will include a securely attached welcome packet in a weather-resistant pouch providing the customer with details on the upcoming program.

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The following is a description of the carts that we propose for the City of Fountain Hills.

Manufacturer

Carts provided by UWS will be two-wheeled industry standard carts manufactured by Otto, (<https://otto-usa.com/products/>) or equivalent.

Carts will be manufactured of medium density polyethylene (MDPE) using a stress-free rotational molding process.

All carts shall be equipped with 2 wheels mounted on a steel axle, handles integrally molded as part of the cart body, and permanently attached lids.

Otto brand carts are manufactured of up to 50% recycled plastic and steel parts contain up to 80% recycled steel.



Cart Sizes

All customers will receive the 96 gallon containers, however if needed or as an option to the City of Fountain Hills, UWS will make the following cart sizes available on a case by case basis.

- 64-gallon (130-pound minimum load capacity; and,
- 96-gallon (200-pound minimum load capacity).

UWS utilizes the aGenda Software for all container tracking for transition delivery, regular delivery of new customers, removals, and container exchanges. All container tickets are tracked with a GPS cordinance, picture, and date and time of completion. This link is then uploaded to the individual customer account and able to be provided as proof of completion as needed for the City of Fountain Hills.

Residential Collection Schedule and Route Map

We will optimize our collection routes with a computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data-driven driver assists will enable our drivers to complete routes error free.

UWS knows the existing collection days are Monday through Friday. To make the transition seamless for the community UWS will continue with current collection routes provided by current

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service provider. UWS will prepare collection maps with all existing customers' data when it is provided by the City. The maps will be on all outreach material, and we will create an interactive map on our website for the customers to input their address and be notified of their collection days.

Disposal and Processing Facility

Universal Waste Systems, Inc. plans to utilize the Salt River Landfill facility for solid waste and Republic Services Recycling Facility for the comingled recycling processing. We were unable to secure a timely disposal commitment letter from Republic, but have provided Waste Connections of AZ at 33755 South Royal Palm, AJ, Arizona 85119 as a back up facility. Please find the attached commitment letter to this section in our submission.

Approach to Minimize Container Damage

UWS maintenance team provides services to all automated collection vehicles at a minimum weekly to inspect the pressure regulators on the collection arm to ensure that it is not over pressurized resulting in damage to the containers. Additionally, all rubber, and arm components are checked to insure that we don't have metal components making contact with the containers during collection which reduces the risk of damage to the container.

Self-Haulers

UWS doesn't own the collection facility in the area and can't commit to allow customers to self-haul material to the landfill or processing sites, however it is our understanding that the facilities we plan to utilize for collection will accept self-haul vehicles.

Recyclable Materials to be collected and Accepted by the Processing Facility

After reviewing section 2 of the agreement, we believe the list below covers the materials that are acceptable and prohibited in the blue container. These materials are what we collect as a base standard and as new and emerging markets may come online, we can adjust the list of acceptable items.

UWS will be using the Waste Connections facility for processing of materials, they will be responsible for sourcing outlets for the material. We do have our own outlets for materials through our other facilities and can assist if need to insure all material is recycled properly.

UWS has taken the value of the recyclables collected into account when pricing our residential rates. While there is not a direct rebate check all customer rates reflect the anticipated rebate for materials and have been used to offset the costs of service.

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ACCEPTED MATERIAL	PROHIBITED MATERIAL
Plastic Recycling 1-7	Appliances
Milk jugs	Batteries
Water & soda containers	Bubble wrap
Shampoo, soap, detergent bottles	Christmas lights
Metal Recycling	Coat hangers
Aluminum beverage cans	Diapers
Food cans	Electrical cords
Aerosol cans, completely empty	Facial tissue
Glass Recycling	Food-stained pizza boxes
Beverage containers	Food waste
Food jars	Food wrap
Paper Product Recycling	Garden hoses
Printing & writing paper.	Napkins
Newspaper	Padded envelopes
Egg cartons	Paper towel
Envelopes	Pet waste
Junk mail	Plastic bags
Phone books	Polystyrene
Brochures	Receipts
Magazines	Rubber balls
Ream wrapping paper.	Sports equipment
Cardboard Recycling	Sticker-backed paper
Cardboard boxes (flattened)	Stuffed animals
Cereal boxes	Syringes/razor blades
Frozen food boxes	Tires
Poster board	Toys
File folders	Waxed cartons
Paper towel roll core tubes	Yard waste
Shoe boxes	

Approach to Minimize Over-Compaction of Recycles

UWS carefully routes our collection vehicles to ensure that the routes can be completed in a safe timely manner, without the need to over compact the vehicles during service. We have never experienced any issue with our recycling collection methods, that over compaction has ever been an issue.

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Processing Site Information

Waste Connections of Arizona

1755 South Royal Palm Rd

Apache Junction, AZ 85113

Name of Owner and Operator

Waste Connections of Arizona

22316 South Harmon Rd.

Florence, AZ 85132

Contact Name and Phone Number

Larry Williams, 802-677-5308

Operating Procedures Particularly Related to Inspection and Handling Hazardous Waste

Waste Connections of Arizona safety and facility management has a detailed inspection and hazardous waste management inspection protocol that follows to check for illegal material entering their facility. Once materials are identified they are removed from the load and safely stored for collection. A copy of this plan can be made available at the request of the city.

Permitted and Available Processing Capacity

Waste Connections has informed us that there is no maximum daily capacity at the Apache Junction Facility for recycling material. Based on the tonnage commitment letter they are guaranteeing capacity for the City of Fountain Hills currently guaranteed is between 2,500 and 3,000 tons per year, with additional capacity as the city grows and expands.

Import Restrictions or Fees

There are no import restrictions or fees at the Apache Junction facility.

Processing Site Information Solid Waste

Waste Connections of Arizona Red Rock Durham Landfill

22316 South Harmon Rd.

Florence, AZ 85132

Name of Owner and Operator

Waste Connections of Arizona

22316 South Harmon Rd.

Florence, AZ 85132

Contact Name and Phone Number

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Larry Williams, 602-677-5308

Operating Procedures Particularly Related to Inspection and Handling Hazardous Waste

Waste Connections of Arizona safety and facility management has a detailed inspection and hazardous waste management inspection protocol that follows to check for illegal material entering their facility. Once materials are identified they are removed from the load and safely stored for collection. A copy of this plan can be made available at the request of the city.

Permitted and Available Processing Capacity

Waste Connections has informed us that there is no maximum daily capacity at the Red Rock Durham Landfill for recycling material. Based on the tonnage commitment letter they are guaranteeing capacity for the City of Fountain Hills currently estimated at between 8,500 and 10,000 tons per year, with additional capacity as the city grows and expands.

Import Restrictions or Fees

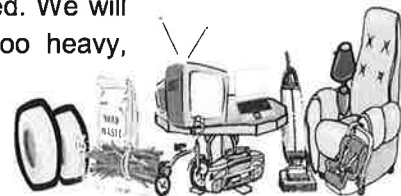
There are no import restrictions or fees at the Red Rock Durham facility.

Bulk Waste Service

UWS will be prepared to accept requests for bulky item collections for customer or the city depending on how the request is received. UWS will collect bulky items on the same day as proposed trash and recycling day. Each individual customer will receive four bulky item services annually at customers' request. UWS will track all bulky item requests for each customer individually by their account. All tickets will be created in Tower and dispatched through aGenda to our collection trucks for collection.

UWS proposes to use a rear load collection truck to collect and transport bulky items. We will have two men on the truck to insure that all items can be collected.

UWS will use our aGenda software to dispatch, route and record completion of all bulky item pickups. The bulky item request will have before and after pictures taken for each ticket to insure that there is proof of what was set out and what was collected. We will also use aGenda to document items that are too large, too heavy, hazardous waste, or collections that exceed 6 cubic yards. UWS will notify The City and resident if the allowed 6 cubic yards is exceeded to find a resolution to ensure this gets resolved.



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Universal Waste Systems, Inc. is a leading provider of waste management services.

Our services include waste collection, recycling, and landfill disposal.

We are committed to providing the highest quality service.

We are a member of the National Waste Management Association.

We are a member of the International Solid Waste Association.

We are a member of the National Recycling Coalition.

We are a member of the National Waste Recycling Association.

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Green Waste Materials accepted (unbagged)

- Grass
- Leaves
- Plant trimmings
- Small tree branches & pruning's (cut into 24" sections & no larger than 12" in diameter"

Green Waste Materials Non-accepted

- Palm fronds
- Oleander trimmings
- Citrus fruit
- Cacti
- Animal waste
- Trash
- Lumber
- Food waste
- Concrete
- Rock & gravel
- Metal

Annual Household Hazardous Materials Collected

UWS proposes to work with local county or city owned facilities or local schools to host an annual household hazardous waste materials collection event annually for the City of Fountain Hills. We will have outreach and advertising to the residents in advance of the event, UWS staff will be onsite to direct traffic and assist with loading and unloading. However, we will contract the actual collection and disposal with a HHW licensed and certified third party to guarantee legal, safe disposal for the materials collected during the event. The event will be held on a Saturday to ensure residents are able to attend. We would propose that the electronic waste event and HHW event be planned for the same day for convenience for the customer.

Annual Electronic Recycling Event

UWS proposes working with local county or city owned facilities or local schools to host an annual electronic recycling collection event annually for the City of Fountain Hills. We will have outreach and advertising to the residents in advance of the event, UWS staff will be onsite to direct traffic and assist with loading and unloading, however we will contract the actual collection and disposal with a electronic waste licensed and certified third party in order to guarantee legal, safe disposal and recycling of the materials collected during the event. The event will be held on a Saturday to ensure residents are able to attend. We would propose that the electronic waste event and HHW event be planned for the same day for convenience for the customer.

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Christmas Tree Disposal

UWS proposes to have multiple options available for customers to dispose of their Christmas Trees. We will work with the City to identify drop off locations in public spaces so customers will have the option to dispose of their Christmas tree at their convenience. We will also run separate trucks for 2 weeks following Christmas to collect at each home in the City. Christmas Trees will need to have all ornaments and stands removed, and no plastic wrap at the curb so they can be recycled.



SALT RIVER LANDFILL
PIMA-MARICOPA INDIAN COMMUNITY
4660 N. Beeline Highway/SR 87 Phone: (480)941-3427
Scottsdale, AZ 85256 Fax: (480)949-4261

November 10, 2025

To Whom It May Concern:

This letter serves as confirmation that Salt River Landfill will accept solid waste from Universal Waste Systems, Inc. for disposal and/or processing in accordance with applicable local, state, and federal regulations.

The facility located at 4660 N. Beeline Highway is permitted to receive municipal solid waste, construction and demolition, agricultural waste, yard trimmings and will provide all necessary handling, processing, and disposal services as required under the scope of the Request for Proposal (RFP) for the Town of Fountain Hills Solid Waste.

We appreciate the opportunity to be included in your proposal and look forward to supporting your waste management needs.

Sincerely,

Patrick James
CEO
Salt River Landfill
480-302-6473
pjames@srlandfill.com

2.5 Project Schedule

Transition Plan Proposed Kick of Meeting

UWS will begin the transition with a meeting with the City and the current vendor. We typically like to have a group meeting to discuss the transition introduce each other's team, and open dialogue to insure a smooth transition for all parties. In a typical transition UWS would work with the current provider to begin exchanging containers approximately 30 days before the start of service. We establish an agreement that we will deliver and remove the containers on the existing service days, and the current provider will agree to service our containers until the start date of January 15th, 2027. This type of transition allows for the customer to have no interruption in service, they aren't required to store two sets of containers, and greatly expedites the overall transition.

UWS has all of the trucks, commercial containers, and roll off trucks available and being built for service. We have a commitment from our containers vendor that they will have all carts at our Phoenix facility by October 1st, 2026 allowing plenty of time to insure that all equipment is in place and ready for the start of service.

UWS will use a mix of public meetings, social media, printed materials, and videos, to inform the residents and the communities about upcoming changes in service. These materials will explain the container exchange program, collection days, rates for service and additional services, all of the benefits of the program, information about UWS, and contact information for both UWS and the City of Fountain Hills.

UWS IT team has experience with working with our Tower program to integrate with the city specific software. Our IT team will work with the cities software provider to establish the proper communication to insure that our system can integrate with the cities API software. This should be started immediately upon award with final testing and go live in May at the latest prior to transition.

Timeline for Transition

Phase 1: Activities Completed within 30 to 90 days of Approval

- Meet with the City and current service provider
- Acquire a Complete Customer List
- Order Residential Containers
- Finalize Bond and Insurance Certificates
- Agree to a Transition Schedule with the current service provider
- Begin working with IT to establish communication with the cities API software

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Phase 2 Activities Completed within 90 to 120 days of Approval

- Establish a customer account for all customers
- Establish new routes and maps
- Design and get approval for all outreach material and letters to the customer
- Determine the best location for community meeting and dates
- Begin interviewing for drivers

Phase 3 Activities Completed within 90 days of Start of Service

- Receive residential containers
- Receive all outreach and materials and letters to the customers
- Finalize and go live with City specific website
- Mail letters to customer as first introduction to the new program with an invite to the community meeting, link to the new website, and contact information for Universal Waste Systems Inc.
- Finalize hiring of new drivers for routes

Implementation updates will be in real time, as we begin the roll out of containers and start of service, UWS aGENDA app will have real time tracking information to confirm container delivery, container removal, and service verification. The app will provide daily reports with picture and geocoding to ensure service completion. The City will receive daily reports through transition and up to 90 days after service or as requested by the City.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES

Costs for Residential Solid Waste Services

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Solid Waste Services		
1. Solid Waste Collection Service Rate	\$ 13.25 /Unit/Month	\$ 13.25 /Unit/Month
2. Solid Waste Cart Rate [3]		
65 Gallon	\$ 1.08 /Unit/Month	\$ 1.08 /Unit/Month
96 Gallon	\$ 1.58 /Unit/Month	\$ 1.58 /Unit/Month
3. Solid Waste Disposal Rate [4]	\$ 3.98 /Unit/Month	\$ 3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [5]	\$ 7.00 /Unit/Month	\$ 7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [3][5]	\$ 1.58 /Unit/Month	\$ 1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [4][5]	[6]	[6]
7. Non-Collection Day Collection Rate [7]	\$ 25.00 /Unit/Month	\$ /Unit/Month
8. Non-Collection Day Disposal Rate [4][7]	[6]	[6]
Quarterly Residential Bulk Waste Services		
1. Bulk Waste Collection Rate	\$ /6 CY 5.00	\$ /6 CY 5.00
2. Bulk Waste Disposal Rate [4]	\$ 6 CY 3.98	\$ /6 CY 3.98
Residential Recycling Services		
1. Recycling Collection Service Rate	\$6.73 /Unit/Month	\$6.73 /Unit/Month
2. Recycling Cart Rate [3][8]		
65 Gallon	\$3.08 /Unit/Month	\$3.08 /Unit/Month
96 Gallon	\$3.98 /Unit/Month	\$3.98 /Unit/Month
Residential Cart Change Rate [9]	\$25.00 /Cart	\$25.00 /Cart

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [5] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [6] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [7] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [8] Proposer shall provide a choice of the size of Carts for solid waste and recycling (65 & 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container; provided, however, that the Town may, at its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and

For clarification, UWS proposed monthly rate for solid waste and recycling collection is \$19.98 which includes collection, disposal, recycling, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Residential Recycling Line 1. The Bulky Item Rate is only for excess of what is allowed.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES (continued)

Costs for Residential Solid Waste Services WITHOUT RECYCLING

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Solid Waste Services		
1. Solid Waste Collection Service Rate	\$13.25 /Unit/Month	\$13.25 /Unit/Month
2. Solid Waste Cart Rate [1][6]		
65 Gallon	\$ 1.08 /Unit/Month	\$ 1.08 /Unit/Month
96 Gallon	\$1.58 /Unit/Month	\$1.58 /Unit/Month
3. Solid Waste Disposal Rate [2]	\$3.98 /Unit/Month	\$3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [3]	\$7.00 /Unit/Month	\$7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [1][3]	\$1.58 /Unit/Month	\$1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [2][3]	[6]	[6]
7. Non-Collection Day Collection Rate [5]	\$25.00 /Unit/Month	\$25.00 /Unit/Month
8. Non-Collection Day Disposal Rate [2][5]	[6]	[6]
Quarterly Residential Bulk Waste Services		
1. Bulk Waste Collection Rate	\$ /6 CY 5.00	\$ /6 CY 5.00
2. Bulk Waste Disposal Rate [2]	\$ /6 CY 3.98	\$ /6 CY 3.98
Residential Cart Change Rate [7]	\$ 25.00 /Cart	\$ 25.00 /Cart

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [4] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [5] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [6] Proposer shall provide a choice of the size of Carts for solid waste (65& 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [7] Proposer shall provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

For clarification, UWS proposed monthly rate of \$13.25 for solid waste collection which includes collection, disposal, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Quarterly Residential Bulk Waste Line 1.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES

Costs for Residential Solid Waste Services

Service Rate	Monday through Friday Collection Week
	Multiple Day Collection [1]
Residential Solid Waste Services	
1. Solid Waste Collection Service Rate	\$13.25 /Unit/Month
2. Solid Waste Cart Rate [2]	
65 Gallon	\$1.08 /Unit/Month
96 Gallon	\$1.58 /Unit/Month
3. Solid Waste Disposal Rate [3]	\$3.98 /Unit/Month
4. Additional Solid Waste Cart Collection Service Rate [4]	\$7.00 /Unit/Month
5. Additional Solid Waste Cart Rate [2][4]	\$1.58 /Unit/Month
6. Additional Solid Waste Cart Disposal Rate [3][4]	[6]
7. Non-Collection Day Collection Rate [6]	\$25.00 /Unit/Month
8. Non-Collection Day Disposal Rate [3][6]	[6]
Residential Bulk Waste Services	
1. Bulk Waste Collection Rate	\$5.00 /6 CY
2. Bulk Waste Disposal Rate [3]	\$3.98 /6 CY
3. Semiannual Bulk Waste Event	\$2.50 /6 CY
Residential Recycling Services	
1. Recycling Collection Service Rate	\$6.73 /Unit/Month
2. Recycling Cart Rate [2][7]	
65 Gallon	\$3.08 /Unit/Month
96 Gallon	\$3.98 /Unit/Month
Residential Cart Change Rate [8]	\$25.00 /Cart

- [1] Multiple Day Collection means Contractor shall perform, for each Residential Service Unit, Residential Solid Waste Services on two days each week and Residential Recycling Services on the same day of the week as one of the Residential Solid Waste Services days.
- [2] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [3] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [4] Additional Solid Waste Service means the cost associated with an additional Solid Waste Cart for a Residential Service Unit.
- [5] Additional Solid Waste Cart Disposal Rate shall be equal to Solid Waste Disposal Rate.
- [6] Non-Collection Day Collection Rate shall mean the provision of Solid Waste Collection Services by the Contractor on a day other than the Residential Service Unit's scheduled Collection day.
- [7] Proposer shall provide a choice of the size of Carts for solid waste and recycling (65 & 96-gal) to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96 gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container; provided, however, that the Town may, at its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and the Green Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Contractor grade, wheeled containers. Each must have a permanently attached lid, and be designed to easily fit through gates and doors.
- [8] Proposer shall provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

For clarification, UWS proposed monthly rate for solid waste and recycling collection is \$19.98 which includes collection, disposal, recycling, the container, and the bulky item collection program in the RFP. We provided breakdown numbers as requested, but we want to insure it is clear that these numbers don't get added to Residential Solid Waste Line 1 and Residential Recycling Line 1. Bulky item services is listed for customers that exceed what's allowed.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL GREEN WASTE SERVICES

Service Rate	Monday through Friday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
Residential Green Waste Services		
1. Residential Green Waste Collection Service Rate	\$ /Unit/Month 7.50	\$ /Unit/Month 7.50
2. Residential Green Waste Processing and Marketing Rate	\$ /Unit/Month 3.98	\$ /Unit/Month 3.98

[1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling services on the same day of the week for each Residential Service Unit.

[2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.

TOWN OF FOUNTAIN HILLS

COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES, RESIDENTIAL RECYCLING SERVICES AND TOWN FACILITY RECYCLING SERVICES (continued)

Residential Recycling Processing and Marketing Rate and Town Facility Recycling Processing and Marketing Rate

Type of Recyclable Material [1]	Processing/Marketing Fee [2]	Flat per Ton Payment [3][7]	Revenue Share [4][7]
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	___ % to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	___ % to Contractor

[1] Proposer shall list the type of Recyclable Material.

[2] Processing/Marketing Fee shall be the sole fee charged for the processing and marketing of Recyclable Materials.

[3] Incoming Tons means the tons of recorded at the scale house at the Recycling Facility upon arrival of the Collection vehicle.

[4] Outgoing Tons means the tons of Recyclable Materials sold.

[5] The intent of columns 3 and 4 is to allow the Town to have a baseline by which to compare the cost savings to the Town against the added benefit to the citizens. The Town intends that none of the revenue from Recycling shall be paid to the Town; Contractor shall retain all such revenues.

UWS has included the cost of disposal, processing, and the benefit of the sales of materials in our overall rate for collection. There will not be a separate processing or rebate offered.

TOWN OF FOUNTAIN HILLS

COST FORM FOR NEIGHBORHOOD RECYCLING DROP-OFF SERVICES

- Costs for Neighborhood Recycling Drop-off Services [1]

Collection Frequency	Collection Rate	Container Rental Rate [2]
1 x per week	\$ 275.00 /Container/Month	\$ 0.00 /Container/Month
2 x per week	\$ 550.00 /Container/Month	\$ 0.00 /Container/Month
3 x per week	\$ 825.00 /Container/Month	\$ 0.00 /Container/Month
4 x per week	\$ 1,100.00 /Container/Month	\$ 0.00 /Container/Month
5 x per week	\$ 1,375.00 /Container/Month	\$ 0.00 /Container/Month
6 x per week	\$ 1,650.00 /Container/Month	\$ 0.00 /Container/Month
7 x per week	\$ 1,925.00 /Container/Month	\$ 0.00 /Container/Month

- [1] Neighborhood Recycling Drop-off Services shall be provided via Containers as set forth in the Solid Waste Services Agreement.
- [2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Form 7.2 - Neighborhood Recycling Drop-off Services Processing and Marketing Rate

Type of Recyclable Material [1]	Processing/Marketing Fee [2]	Flat per Ton Payment [3][7]	Revenue Share [4][7]
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor
	\$ /Incoming Ton [5]	\$ /Incoming Ton [5]	% to Town and
	\$ /Outgoing Ton [6]	\$ /Outgoing Ton [6]	% to Contractor

- [1] Proposer shall list the type of Recyclable Material.
- [2] Processing/Marketing Fee shall be the sole fee charged for the processing and marketing of Recyclable Materials.
- [3] Incoming Tons means the tons of recorded at the scale house at the Recycling Facility upon arrival of the Collection vehicle.
- [4] Outgoing Tons means the tons of Recyclable Materials sold.
- [5] The intent of columns 3 and 4 is to allow the Town to have a baseline by which to compare the cost savings to the Town against the added benefit to the citizens. The Town intends that none of the revenue from Recycling shall be paid to the Town; Contractor shall retain all such revenues.

UWS has included the cost of disposal, processing, and the benefit of the sales of materials in our overall rate for collection. There will not be a separate processing or rebate offered.

TOWN OF FOUNTAIN HILLS

COST FORM FOR TOWN FACILITY SOLID WASTE SERVICES AND SPECIAL EVENTS SOLID WASTE SERVICES

Costs for Town Facility Solid Waste Services

Rates		Collection Frequency per Week						
		1x	2x	3x	4x	5x	6x	7x
Solid Waste Cart Service								
96 gallons	Collection Rate [1]	11.00	18.00	25.00	32.00	39.00	45.00	175.00
	Disposal Rate [1] [2]							
	Cart Rental Rate [1] [3]							
Container Service								
2 CY	Collection Rate [1]	40.00	60.00	80.00	100.00	120.00	140.00	175.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
4 CY	Collection Rate [1]	55.00	90.00	125.00	160.00	195.00	230.00	260.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
6 CY	Collection Rate [1]	70.00	140.00	210.00	280.00	350.00	420.00	490.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							
8 CY	Collection Rate [1]	90.00	180.00	260.00	350.00	430.00	515.00	600.00
	Disposal Rate [1] [2]							
	Container Rental Rate [1] [4]							

[1] Collection Rate, Disposal Rate and Container Rental Rate shall be stated in \$/Container/Month.

[2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste.

[3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Town Facilities at the expiration of the Agreement shall rest with the Contractor.

[4] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

Form 6.2 - Costs for Town Facility Recycling Services [1]

Collection Frequency	Collection Rate	Processing/Marketing Fee	Container Rental Rate [2]
1 x per week	\$ 35.00/Container/Month	[3]	\$0.00 /Container/Month
2 x per week	\$ 70.00/Container/Month	[3]	\$ 0.00 /Container/Month
3 x per week	\$ 105.00/Container/Month	[3]	\$ 0.00 /Container/Month
4 x per week	\$ 140.00/Container/Month	[3]	\$ 0.00 /Container/Month
5 x per week	\$ 175.00/Container/Month	[3]	\$ 0.00 /Container/Month
6 x per week	\$ 195.00/Container/Month	[3]	\$ 0.00 /Container/Month
7 x per week	\$ 220.00/Container/Month	[3]	\$ 0.00 /Container/Month

[1] Town Facility Recycling Services shall be provided via Containers as set forth in the Solid Waste Service Agreement.

[2] Container Rental Rate shall be the sole fee charged by the Contractor for the purchase, maintenance, delivery and all other costs associated with the Container.

[3] Shall be equal to the fee for residential recycling processing and marketing as stated in table 5.2 above.

Solid Waste Service Rates include disposal and container rental

TOWN OF FOUNTAIN HILLS

FCOST FORM FOR TOWN FACILITY SOLID WASTE SERVICES AND SPECIAL EVENTS SOLID WASTE SERVICES (continued)

Costs for Special Events Solid Waste Services and Special Events Recycling Services

Solid Waste			
Roll-off Size	Collection Rate	Disposal Rate	Container Rental Rate
10 CY	\$ 220.00 /Container/Pull	\$70.00 /Ton	\$5.00 /Container
20 CY	\$ 220.00 /Container/Pull	[1]	\$5.00 /Container
30 CY	\$220.00 /Container/Pull	[1]	\$5.00 /Container
40 CY	\$220.00 /Container/Pull	[1]	\$5.00 /Container

[1] Disposal Rate shall be equal to Disposal Rate for a 10 CY.

Special Event Recycling Services		
Collection Frequency	Collection Rate	Processing/Marketing Fee
1 x per event	\$15.00 /96 Gallon Cart/Event	[1]
2 x per event	\$20.00 /96 Gallon Cart/Event	[1]
3 x per event	\$30.00 /96 Gallon Cart/Event	[1]
4 x per event	\$40.00 /96 Gallon Cart/Event	[1]
5 x per event	\$50.00 /96 Gallon Cart/Event	[1]
6 x per event	\$60.00 /96 Gallon Cart/Event	[1]
7 x per event	\$70.00 /96 Gallon Cart/Event	[1]

[1] Shall be equal to the fee for residential recycling processing and marketing.

**Universal Waste Systems Inc. will include 1 event free of charge per month as needed for the Town of Fountain Hills. The rates above will be for services in excess of 1 free event per month as needed.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Unviersal Waste Systems Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 9010 Norwalk Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Santa Fe Springs, CA 90670	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-				-	
or								
Employer identification number								
3	3		-	0	1	9	4	5
							4	3

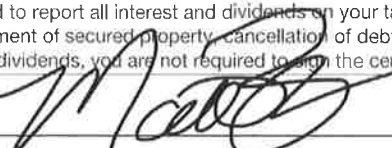
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 11/11/25
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

1. Residential Trash-Only Pricing (Without Recycling)

Your rate sheet lists **\$13.25/month** for Residential Solid Waste Service “without recycling.”

Please confirm:

- a. Does **\$13.25/month** include **one 96-gallon trash container collected once per week – or does this include two collections per week?**

*\$13.25 per month is the collection rate for one 96 gallon trash container collected 1 time per week.

- b. If not, what cart size(s) and service level(s) does this rate include?

2. Residential Trash + Recycling Pricing

Your rate sheet lists **\$19.98/month** for combined trash and recycling service.

Please confirm:

- a. Does this **\$19.98/month** rate include **one 96-gallon trash cart and one 96-gallon recycling cart**, each collected once per week?

*Yes, \$19.98 per month is the rate for one 96 gallon trash and one 96 gallon recycling containers collected one time per week.

- b. If different cart sizes or combinations are included, please specify.

*UWS will make smaller container size available at the customer request if necessary for ease of use or space constraints, but there will not be a different rate provided for service.

3. Comparison of Trash-Only vs. Trash + Recycling Rates

Based on your pricing, trash-only appears to be more expensive than trash + recycling if a resident chooses a **second trash-only** pickup.

Please confirm:

- a. If a household receives **two trash-only pickups per week**, is the monthly charge **\$26.50** ($\13.25×2)?

*Yes, if a single customer at random were to request to have two trash only collection the rate is \$26.50 per month.

*If the City as a whole decides to have two trash collection per week and no recycling collection we would propose a different rate because the volume of collections would account for a cheaper rate than \$26.50 per month.

b. If yes, please confirm that this is higher than the \$19.98 trash + recycling option, and is intended as part of your pricing structure.

*Yes, it is higher than the trash + recycling options. The reasoning for that is trash + recycling has density of collection for every house. We looked at the twice per week trash rate to be only an option at random for customers that chose that service and we don't have the density to reduce the costs.

4. Price Hold / Annual Escalator

Please confirm:

a. Will UWS hold all quoted pricing **flat for the full five-year term**?

*No.

b. If not, what annual **percentage increase** does UWS propose?

*UWS would anticipate a standard CPI adjustment and disposal increase at the end of year two with a 5% annual cap. We are willing to negotiate with the County on this matter. Our main objective would be to cover any increase costs.

5. Town Data Environment

Please confirm that UWS understands:

a. The Town of Fountain Hills is **not** a utility provider; and

*Yes, we are aware that the town is not a utility provider.

b. The Town does **not** maintain a customer list, customer database, or API-based customer information system.

*Yes, we understand this.

6. Customer List Creation / Transition Process

If UWS is awarded the contract:

- a. What is UWS's **methodology** for creating an accurate customer list without an existing Town or API file?

*UWS has secured the help of a data company that can provide us with a complete list of residential properties in the City. Our route operations team would start immediately if awarded utilizing that list to audit on collection day for services in the community. We would use this list and audit to prepare our customer list. After gathering all of the information we will upload into our CRM database and send notices to all customers to verify that the service and account information is correct. If there are changes or alterations to be made, they will be provided on the notice with a QR code directing them to a service change form that they can upload the corrected information too and send them back electronically to update our system. Of course they would be able to contact customer service as well, but the QR code will help both parties streamline the process.

Additionally we would hold several town hall style meetings inviting the community to hear about the new services and can sign up and verify services at that meeting.

If customers don't verify or change the service information, we send out in the verification form, we will supply container and services at that level and bill that level as well.

- b. What is UWS's **timeline** and staffing plan for this process?

*The timeline to begin creating an accurate database would be within 30 days of award with a plan to send out service information verification forms (as outlined above) no later than 120 days prior to the start of service to ensure proper rollout and billing.

7. Customer Service Contact & Response Times

Please provide:

- a. The **primary point of contact** UWS will assign for Town-escalated customer issues.

*Matt Blackburn, Executive Vice President

- b. Expected **response times** for:

- Resident complaints

*If called in by 2:00 all complaints will be resolved same day, if called in after 2:00 complaint will be resolved on the next business day by 10:00am.

- **Missed pickups**

*If called in by 2:00 all missed pickups will be resolved same day, if called in after 2:00 complaint will be resolved on the next business day by 10:00am.

- **Cart replacement requests**

*Cart replacement requests are completed on the next collection day. This process ensures that the containers are out for collection and able to be exchanged. The only exception to that is if the container is missing, damaged beyond use, or a safety hazard we will coordinate with the customer for a mutually agreed upon date and switch the containers (normally this is within 24 hours)

- **Bulk requests**

*Bulk requests are scheduled for the collection day in our standard operating procedure.

c. Confirmation whether UWS provides a dedicated municipal service representative.

*Yes, UWS will have a dedicated municipal service representative that will be our representative at all city functions and events, available to the City staff, council, and residents as a point of contact. However, it is important to our ownership team that they be involved as well. So, in addition to the dedicated municipal services representative, a member of the ownership team will always be available at all times.

8. Customer Data Ownership

Is UWS willing to:

a. Provide the Town with a complete customer service data file semi-annually; and

*UWS standard operating procedure is to submit monthly or quarterly compliance reports, with lists of service requests, billing information, customer requests, tonnage and recycling reports, as well as complete customer lists. We will provide them at any time as needed to the City Staff. We believe if we are fortunate enough to be chosen as your contract partner that we treat our services as an open book to you.

b. Provide a final updated file within 30 days of contract termination or expiration?

If we are chosen we hope to be your contractor forever! But we know in all reality changes are made and contracts are won and lost. We will provide all information that you request of us.

UWS has always provided complete customer information, routing information, and 100% cooperated with transitional activities when we are finalizing a contract and transferring services to a new company. You have our 100% commitment that if we are transitioned out, we will ensure that all members of our team portray the utmost of professionalism when dealing with a new vendor. We will be committed to ensuring a smooth transition not only for the city, but the customers that we have serviced.

c. Maintain this data in a standard format (Excel/CSV)?

*Yes our team will provide complete and total customer information in excel/CSV/ or any other file that makes the transition easier for the new company and the city.

9. Transition Management

If UWS is selected:

1. Who will serve as the **single point of contact for implementation and transition?**

*Matt Blackburn, Executive Vice President

2. How frequently does UWS propose meeting with Town staff during the transition period (weekly, biweekly, monthly)?

*We will make ourselves available as often as necessary. I would say bi weekly or in the months leading up to transition and probably weekly for the month before and after transition to make sure everyone is staying up to date, but we are open to be as flexible as needed on this schedule.

3. What transition **checklists/tools will UWS use to ensure accuracy and readiness prior to launch?**

UWS will if awarded work with the City staff to create a checklist with goals and timelines of tasks to be completed. The check list will be a shared document that is in real time as items are completed, this checklist will be used throughout the transition to keep the process in line.

UWS uses our GIGIFleet app once we transition to working in the field delivering containers, removing old containers, servicing containers, and bulk item collections. It is a custom developed AI generated tool that tracks all work order and completed services with pictures, time stamps, GPS tracking, and geocoding to ensure that field operations are completed timely as requested.

10. Pricing

If UWS is selected:

1. Is pricing for the full term and renewals?

*No.

If not, what is proposed after the first term upon time to renew?

*UWS would anticipate a standard CPI adjustment and disposal increase at the end of year two with a 5% annual cap. We are willing to negotiate with the County on this matter. Our main objective would be to cover any increase costs.

EXHIBIT B
TO
SOLID WASTE SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UNIVERSAL WASTE SYSTEMS, INC.

[Materials Acceptance Protocol]

See following pages.

[Materials Acceptance Protocol]

The following is a list of recyclable materials collected from the Town's residents that will be processed at Contractor's recycling facility:

Plastic Recycling 1-7

Milk jugs

Water & soda containers

Shampoo, soap, detergent bottles

Metal Recycling

Aluminum beverage cans

Food cans

Aerosol cans, completely empty

Glass Recycling

Beverage containers

Food jars

Paper Product Recycling

Printing & writing paper.

Newspaper

Egg cartons

Envelopes

Junk mail

Phone books

Brochures

Magazines

Ream wrapping paper.

Cardboard Recycling

Cardboard boxes (flattened)

Cereal boxes

Frozen food boxes

Poster board

File folders

Paper towel roll core tubes

Shoe boxes