

**AGREEMENT FOR RECYCLING SERVICES FOR CITY BUILDINGS – C130003**  
**THE CITY OF OKLAHOMA CITY AND REPUBLIC SERVICES, INC.**

This agreement is made and entered into by and between Republic Services, Inc., 7540 SW 59<sup>th</sup> Street, Oklahoma City, Oklahoma 73170, hereinafter referred to as "Proposer" or "Contractor" and The City of Oklahoma City, a municipal corporation, hereinafter referred to as "the City" or "Contracting Entity."

WITNESSETH:

WHEREAS, The City has approved certain request for proposals and requested by notice that proposals be submitted thereon; and

WHEREAS, this document when executed by the Mayor/Chairman and Contractor is the Agreement between the parties hereto, and incorporates the request for proposals and Proposer's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

The Proposer agrees to sell and deliver to The City, or any trust of which The City is the sole beneficiary, the services specified and the prices presented in the submitted proposal dated June 5, 2012, which is attached hereto and made a part of this Agreement. To the extent that the submitted June 5, 2012 proposal differs from this Agreement, this Agreement shall control.

- A. **SCOPE OF AGREEMENT:** The contractor shall furnish and supply the service(s) set forth in paragraph V, below, in accordance with the terms, conditions and provisions set forth herein.
- B. **CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout these request for proposals shall mean The City of Oklahoma City. However, should a public trust, of which The City of Oklahoma City is sole beneficiary, choose to avail itself of goods or services from the resultant Agreement(s), the Contractor(s) shall honor the terms and conditions, including price, of this Agreement(s).

**C. AGREEMENT RENEWAL OPTION:**

1. This Agreement is renewable for three additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the Agreement, a written preliminary notice shall be furnished to the Contractor prior to the expiration date of the agreement. (Such preliminary notice shall not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the Contractor shall, if desired, submit a written agreement to continue Agreement performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Agreement as renewed shall be deemed to include this option provision except that the total duration of this agreement, including any renewals, shall not exceed three years.

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4. In all cases, Agreement renewals shall be approved by the Contracting Entity's governing body. The City or any public trust purchasing under this Agreement, agree to purchase only to the extent adequate public funds are appropriated for such purchase(s).

**D. ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The parties hereto agree that the services shown in the price schedule as an estimate of an annual requirement are merely an estimate based on currently available information. The purchase by Contracting Entity of any such service is not guaranteed.
2. The contractor agrees to furnish all services ordered by The City and its related trusts during the Agreement period.
3. The Contracting Entity agrees to order services with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:
  - a. Services needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Services obtainable from State contracts, as approved by the Purchasing Agent.
  - c. Services where federal funds are involved and other action is warranted for federal regulatory compliance purposes
  - d. Services awarded under specific and separate agreements/contracts.
  - e. Services which otherwise are determined by the City to be outside the general scope and intent of this Agreement.
4. If requirements for any awarded services do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

**E. ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement articles, (ii) the Request for Proposals, (iii) Agreement instructions, and (iv) other documents, such as written communications between the Contractor and The City.

**F. PAYMENT METHODS:** The ordering departments shall utilize purchase order numbers or purchasing cards for ordering the materials they require as the need arises during the Agreement period.

Neither The City nor any of its trusts operating pursuant to this Agreement shall be held liable for any damages sustained by Contractor for delivery of services awarded by Agreement. Delivery of materials to any Oklahoma City department without a purchase order document, purchase order number or purchasing card reference name and number

given at the time the order is placed is unauthorized under this Agreement.

**G. PAYMENT/INVOICE:**

1. Payments shall be processed promptly after completion of services and after receipt of properly prepared invoices.
2. FOR ORDERS PLACED BY Purchase Order: The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker, Suite 200, Oklahoma City, OK 73102 or invoices may be e-mailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). If invoices are e-mailed, a paper copy should not be mailed. (This information is printed on the front of each purchase order). Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment may be delayed, or may not be processed at all. Should another trust or government entity be using this Agreement they may request, in writing, a different invoice address.

FOR ORDERS PLACED BY P-CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. (Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated).

3. Invoices shall contain the following information:
  - a. Contractor's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - (1) description/stock number
    - (2) unit price
    - (3) quantity
    - (4) unit of issue (each, box, dozen, pound, etc.)
    - (5) total price
  - e. Total amount of invoice
  - f. Date of delivery

4. Invoices shall not reflect any outstanding back orders.

5. The parties hereto agree that there is no obligation to purchase any items from this Agreement, and purchases made in future fiscal years or other Agreement periods are subject to future appropriations and availability of funds. Purchase under this Agreement, for this initial term, is also subject to availability of funds.

**H. GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Agreement:

1. Proposal/Pricing Agreement/Contract
2. Non-Discrimination Statement
3. Anticollusion Affidavit
4. Requirements for Proposers

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**I. MATERIAL SAFETY DATA SHEETS:** Any Contractor supplying The City or its trust materials that require a Material Safety Data Sheet (MSDS) or utilizing such materials in the performance of a service shall furnish the required sheet in one of the following manners:

1. Submitted as part of the proposal document
2. Submitted prior to agreement award
3. Submitted with the product invoice
4. Submitted at the request of The City or Trust

In all instances, the Contractor shall furnish the Material Safety Data Sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from The City or related Trust. The appropriate Agreement number, delivery ticket number or invoice number shall be clearly marked on the Material Safety Data Sheet. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main, Ste. 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

Material safety data sheets should be submitted to:

Building Management  
Attn: Cathy Cantwell  
600 SW 12<sup>th</sup>  
Oklahoma City, OK 73109-1318  
Phone Number: (405) 297-3915  
E-mail Address: cathy.cantwell@okc.gov

**J. APPROVAL OF INFORMATION RELEASE:** No reports, information, or data given to or prepared by the firm under this Agreement shall be made available to any individual or organization without prior written approval of The City.

**K. TERMINATION:** This agreement may be terminated at the discretion of either party upon 30 days notice to the other party, or at any time by The City or any of its Trusts when it is deemed in the best interest of The City or any of its Trust to so do.

**L. INDEPENDENT CONTRACTOR:** Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for The City under this Agreement.

**M. ESCALATION/DE-ESCALATION:** Contractor may request a price increase or decrease if the Contractor shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Contractor's control. Price increases or decreases shall be submitted in writing to the Purchasing Agent for approval at the address set forth below. The Purchasing Agent shall notify the Contractor in writing whether proposed price changes are accepted.

The City of Oklahoma City  
Procurement Services Division  
Attn: Amy K. Simpson, Purchasing Agent  
100 North Walker, 1<sup>st</sup> Floor  
Oklahoma City, OK 73102  
[amy.simpson@okc.gov](mailto:amy.simpson@okc.gov)

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- N. INTENT:** Contractor shall provide recycling services for various City buildings. The first phase of implementation shall include 3738 SW 15<sup>th</sup> (Central Maintenance Facility), 200 N Walker (City Hall), 100 N Walker, 420 W Main, 115 N Shartel, and 201 N Walker (Civic Center Music Hall). The order in which these buildings are added to services shall be determined by discussions between the Contractor and The City.
- O. ADDITIONAL LOCATIONS:** As other departments, facilities, and trusts are prepared to add recycling services, additional buildings/locations may be added to this Agreement. The parties agree that the service level may vary for each location. Future facilities shall include other City-owned and/or City-operated facilities, including facilities operated by public trusts, such as the Oklahoma Zoological Trust, Oklahoma City Airport Trust, Central Oklahoma Transit and Parking Authority, Municipal Facilities Authority, and Oklahoma City Public Property Authority. The review for addition of future facilities/locations shall include a waste audit prior to initiation of service to determine appropriate service levels. Pricing and other specifics for the added buildings(s) shall be mutually agreed upon by The City and the Contractor based on the rates set forth in this Agreement. The renewal periods for added buildings/location shall be the same as the originally awarded buildings/locations.
- P. COMPLIANCE WITH APPLICABLE LAWS AND CITY RULES:** The Contractor covenants and agrees that he, his agents, employees, and any duly approved subcontractors shall comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this Agreement, and that he shall, at his own expense, obtain all necessary permits, pay all license fees, and taxes to comply with all municipal, state and federal laws, rules, and regulations applicable to business to be conducted under this Agreement. Further, the Contractor agrees that he, his agents, employees and any duly approved subcontractor's employees shall abide by all rules and regulations as set forth by The City. Disputes shall be governed by Oklahoma law and any legal action shall be brought in a court of competent jurisdiction, state or federal, located in Oklahoma County, Oklahoma.
- Q. THE CITY'S SUSTAINABILITY INITIATIVE:** The City of Oklahoma City desires to be a good steward of the environment and a good citizen and neighbor to all the citizens of Oklahoma City. Contractor is encouraged to utilize equipment and supplies that are environmentally friendly, including but not limited to post-consumer recycled material content and fuel efficient and alternative fuel vehicles.
- R. RIGHT TO AUDIT:** Contractor fully understands and hereby agrees by signing this Agreement that the Contractor shall, upon any reasonable request by The City, and during Contractor's normal business hours, grant City staff ingress onto Contractor's premises where Contractor's books and records are kept and further agrees that Contractor shall provide City staff reasonable access to and such clerical assistance as The City's staff may require for examination and audit of Contractor's books and records as they relate to goods, services, materials and/or supplies furnished to The City during

the term of any agreement resulting between Contractor and The City pursuant to this proposal. This Right to Audit also extends to any public trust that may purchase services pursuant to this Agreement.

- S. INDEMNITY:** Contractor assumes all risks incident to or in connection with its purpose to be conducted hereinunder and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees, including any litigation, penalty or other occurrence that may arise from Contractor's improper acts as alleged under state or federal environmental laws. Contractor hereby agrees to fully cooperate with any local, state or federal agency related to allegations of impropriety as a result of providing any services pursuant to this Agreement.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance - The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipments.

The insurance policies shall be issued by a company approved by The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to the commencement of the Agreement. The policy shall list The City of Oklahoma City as additional insured.

- T. ARRA REQUIREMENTS:** Special provisions apply to assets purchased with funds from the American Recovery and Reinvestment Act of 2009, which may apply to some assets of the recycling program. These special provisions are included in Attachment A. The City shall advise the Contractor in writing if and when the provisions apply. The Contractor shall be responsible for compliance.

**U. MINIMUM SERVICE REQUIREMENTS:** This section includes the minimum service requirements that must be met by this Agreement. The contractor shall provide a single point of contact for the City for completion of all services provided under this Agreement, including any services performed by a subcontractor. For all Notice purposes pursuant to this Agreement, Contractor shall be deemed notified by the sending of regular mail, postage prepaid to: Name Republic Services, Inc., Carrie Miller, 7540 SW 59<sup>th</sup> Street, Oklahoma City, OK 73179, (405) 745-4284 x 126, cmiller7@republicservices.com.

1. **Assessment and Level of Service:** Upon execution of this Agreement, the Contractor shall meet with City staff to review the needs of each facility being serviced pursuant to this Agreement. The review shall include an assessment of the facility, estimated weight or volume of each recyclable material, determination of the number and location of bins, and projected frequency of service.
2. **Collection Containers:** The Contractor shall provide desk side recycling bins for all work stations, offices, and cubicles. Larger receptacles, ranging in size from 95-gallon carts to 34-yard self-contained compacting units, shall be provided for common areas, break rooms, and centralized collection facilities, which may be outdoors. Container capacity may change depending on facility usage and/or waste audit findings. Additional bins needed for replacement or additional workstations shall be provided within two workdays from verbal or email Notice. Where possible, bins and other equipment shall include post-consumer recycled material.
3. **Collection:** The Contractor shall provide collection of basic materials and special materials as follows. Basic materials are required and shall begin collection upon execution of this Agreement, after being directed to so do by City staff. Special materials may be requested on an irregular basis, on special collection days, or as needed.
  - a. **Basic Materials (Commingled Collection)**
    - Mixed office paper, including newspaper, telephone books
    - Metals, including aluminum cans, aluminum foil, steel cans, and tin cans
    - Plastics, all plastics 1-7, including bottles, cups, tubs, bowls, plastic milk jugs, paper milk cartons, and plastic grocery/retailer bags, except polystyrene foam and any product contaminated with food waste
    - Cardboard
  - b. **Special Materials**
    - Confidential documents for destruction
    - Fluorescent light bulbs/lamps
    - Batteries
    - Electronics<sup>1</sup>

Destruction of confidential documents shall be performed by a subcontractor. The subcontractor shall collect locked totes from each floor and shred the contents on-site in a specially-equipped vehicle.

Contamination in commingled collection includes the following: garbage, food waste, food-tainted items (used paper plates, paper towels or paper napkins), polystyrene,

<sup>1</sup> Contractor shall provide a certificate of destruction for documents and electronics containing sensitive data.

aerosol cans, propane tanks, and helium tanks. Excessive contaminants found in collected materials may result in a reduced revenue share for The City. Special arrangements may be made for collection of bulk polystyrene.

4. **Transport/Hauling:** The custodial service shall move recyclable materials from desk collection bins to dumpsters or other central collection bins located proximate to each facility. The Contractor shall haul materials from dumpsters or central collection bins to the recycling facility. For basic materials, hauling shall be on a regular schedule as outlined in the Regular Collection table in Paragraph V. Special requests for collection of basic materials shall be completed within 48 hours. In addition, the Contractor should be available for collection and hauling of special materials on an irregular basis or as-needed with [written, email or verbal] notice of five business days. The Contractor shall provide a collection schedule for all materials for all facilities.
5. **Disposal:** The Contractor shall provide a certificate or other documentation to The City on a quarterly basis to document proper recycling disposal of all recyclable materials collected.
6. **Waste Audit:** Upon award of the Agreement, and after notification to so do by the Contracting Entity, the Contractor shall conduct a waste audit at facilities for which recycling services are to be provided. A waste audit shall include an analysis of the contents of trash dumpsters, by weight or volume, including the amount of each recyclable material, compostable material, and trash. Waste audits shall be performed at the collection site at the beginning of this Agreement, and after notification to so do by the Contracting Entity, quarterly at the processing facility, and again at the collection site after recycling services have been in place for six months. If excessive contamination is found in either trash or recycling streams, the Contractor shall provide a route auditor to determine the source of the contamination and recommend a remedy. As additional facilities are added to the recycling program, waste audits should be similarly conducted for those facilities. Results of all audits shall be provided to The City.
7. **Signage:** The Contractor shall provide uniform signage for collection bins, dumpsters, and other collection areas. Signs or stickers should be durable and indicate the type of acceptable material for the tote and stipulate what should not be placed in the tote due to contamination (for example, "Mixed Recyclables Only / No Polystyrene or Food Waste"). Signage for dumpsters or other exterior equipment shall be of a material that shall remain durable over multiple years in outdoor weather conditions. Signs or stickers that fade or show wear shall be replaced by the Contractor. The Contractor shall be responsible for the maintenance and care of Contractor's dumpsters, including removal of graffiti as necessary, at no additional cost to The City or any of its Trusts.
8. **Promotion:** The Contractor shall provide an education and participation campaign to promote recycling among City employees. The purpose is to encourage maximum participation in the recycling program. The Contractor shall provide all printed and electronic promotional materials. The City Office of Sustainability, General Services Department, or Public Information Office shall assist with this effort by providing feedback, design/copy suggestions, and approval. The promotional campaign shall include:
  - a. **Education:** initial training and communication of program details



- b. Kick-off promotion: motivating prizes to be awarded upon first quarter results
- c. Quarterly promotions: partner with OKC businesses to offer prizes based on quarterly recycling performance
- d. Awareness signs/posters: information about the program posted at cubicles, workstations, offices, and common areas
- e. Quarterly newsletter: communication of interesting facts about recycling, scorecard of staff and/or departmental performance, and quarterly winner announcement

The frequency of the education and participation campaign shall be at a minimum one campaign for each of the phases of this project or where new City sites are added to this project. Refresher participation mini-campaigns shall be done as deemed necessary by agreement between the Contractor and the Contracting Entity.

9. Reports: The Contractor shall provide monthly reports to The City of Oklahoma City General Services Division, ATTN: Cathy Cantwell, 600 SW 12<sup>th</sup> street, Oklahoma City, OK 73128, (405) 297-3915, cathy.cantwell@okc.gov. Reports shall include weight and/or volume of each recycled material and an analysis of impact, such equivalent number of trees saved, amount of water saved, or pollutants avoided. Any data collected while performing waste audits shall also be provided in a report to The City. All working papers, reports, documentation, and products provided under this contract shall be property of The City.

**V. STANDARD PRICING SCHEDULE:** The rate schedule for this agreement is based on prices for storage and collection of materials in 8-yard containers located outside City facilities. The following monthly rates were listed in the standard pricing schedule of the submitted Proposal:

Regular Collection	1x/2wk	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk
Base Rate: 8-yard Container	\$46.62	\$72.57	\$124.47	\$176.37	\$228.27	\$280.17
2 <sup>nd</sup> 8-yard Container	\$40.92	\$61.17	\$101.66	\$142.16	\$182.65	\$223.15

Rates for additional products and services requested by The City and proposed by the contractor include the following:

Product/Service	Fee
Deskside collection bins	\$7.00 each for new bin or \$2.00 each for decals that can be added to current deskside waste bins
Central collection totes	Included in monthly rate
Covered container	Included in monthly rate. Additional pick-ups outside the regular collection for front load commercial single stream recycling containers is \$55.00 for 4-yard, \$65.00 for 6-yard, \$75.00 for 8-yard.
Recycling roll-off container charges	\$135.00/haul for 20-yard; \$145.00/haul for 30-yard; \$165/haul for 40-yard.
Sensitive document bins with locking mechanism, including shredding service and recycling of shredded paper	\$35.00/month fee includes 4 consoles in same building serviced once per month. Additional collections are \$35. Service shall be performed by a subcontractor.
Event boxes (18.25 x 18.25 x 36)	\$3.00/box for recyclable cardboard boxes

Bulk polystyrene collection and recycling	Pricing to be determined based on quantity of polystyrene and current market value at time of disposal. Contractor shall provide a quote to The City prior to service.
Charge for replacing dirty totes with clean totes	\$25 trip fee plus \$10 per tote
Electronics recycling	\$0.57/lb – price good for one year

Recycling of fluorescent lamps, ballasts, and batteries is included in this agreement at the following rates:

Container (U-Waste)	Use and volumes	Description	Price per shipment
4ft MiniSecure	15 T-12s, 32 T-8s	Smaller footprint facilities	\$41.78
4ft Double Guard Small	30 T-12s, 68 T-8s	Smaller footprint facilities.	\$44.48
4ft Triple Guard Secure Seal Large	68 T-12s, 146 T-8s	Larger footprint facilities. Includes a zip lock bag for added protection.	\$99.83
4ft Triple Guard Large	68 T-12s, 146 T-8s	Larger footprint facilities.	\$83.63
8ft Double Guard w/ Poly Liner	30 T-12s, 68 T-8s	Any area that has 8ft lamps	\$57.98
Compact Box (CFL)	350 2 pin, 175 4 pin, 106 spiral	Facilities using CFLs	\$74.18
U-bend/HID Box	43 T-12s, 75 T-8s, 55 lbs	U-bend bulbs, circular fluorescents	\$84.98
Ballast Bucket	Up to 70 lbs	Maintenance of used ballasts	\$98.48
Battery Bucket 3.5g	Up to 70 lbs	Storage, shipping, and recycling of spent dry cell batteries	\$80.93
Battery Bucket 1g	Up to 50 lbs	Storage, shipping, and recycling of spent dry cell batteries	\$51.23
Battery Bucket 1/2g	Up to 25 lbs	Storage, shipping, and recycling of spent dry cell batteries	\$36.38

**W. REVENUE SHARING FOR CITY:** The Contractor shall share revenue from sale of recycled materials. The rate paid to the City shall be determined by the percentage per commodity type included in collections as assessed on a quarterly basis at the processing facility. Revenue shall be paid to the City quarterly in a separate transaction from invoices. Current Material Value Index shall be applied to all commodity types according to the following formulas:

- Year 1: Material Value Index less processing fee of \$60/ton, then 50/50 split between Republic Services and The City of Oklahoma City.
- Year 2 (if the City achieves at least 10 tons per month the previous year?): Material Value Index less processing fee of \$60/ton, then 30/70 split between Republic Services (30%) and the City of Oklahoma City (70%).

*Example: Material Value Index = \$140 less \$60 processing fee = \$80 \* 70% City share = \$56 rebate per ton to the City of Oklahoma City in Year 2.*

*Example of Volume: An average 8 cubic yard front load container serviced once per*

*week will produce 30-36 pounds per yard x 8 = 260 per dump x 4.33 dumps per month = 1,126 pounds per month / 2000 = .56 tons per month x (\$140 - \$60 = \$80 \* 70% City share = \$31.52 rebate per container per month to the City of Oklahoma City in Year 2.*

- X. LOCATIONS:** The initial phase of the recycling program shall include services at the following facilities. The following estimates of volume were provided by the Contractor in the Proposal. Estimates are included as a guideline; frequency of service, size of container, and other details of service delivery may change depending on actual need.

<b>Building/Property: Phase I</b>	<b>Estimated Service Need</b>
City Hall, 200 N Walker	(1) 8 cubic yard front load container serviced 2 days per week
Civic Center Music Hall, 201 N Walker	(1) 8 cubic yard front load container serviced every other week
100 N Walker	(1) 8 cubic yard front load container serviced 2 days per week
420 W Main	(2) 8 cubic yard front load containers serviced 5 days per week
IT Radio Repair Shop (#14)	(8) 8 cubic yard front load containers to service the Central Maintenance Campus, with frequency of collection to be determined by results of waste audit
Streets Administration (#4)	
Streets Welding Shop (#12)	
Streets Training Center (#3)	
Field Services (#2)	
Household Hazardous Waste (#1)	
Fleet Services (General Services) (#8/10)	
Salt Storage Barn (Streets) (#9) – no staff	
CMH Fuel & Wash (#8/10)	
Police & Fire Storage (#8/10) – no staff	

- Y. TIMELINE:** The following timeline is agreed upon as a goal by the Contractor and The City:

**Phase I: 1<sup>st</sup>-3<sup>rd</sup> months after execution of Agreement**

- Immediately assume collection of recycled goods collected under previous/current recycling program.
- Conduct a waste audit at Phase I facilities.
- Develop a plan to expand services to additional facilities where recycling services are needed. Conduct waste audits at these facilities.

**Phase II: 4<sup>th</sup>-6<sup>th</sup> months after execution of Agreement**

- Continue Phase I activity.
- Expand recycling collection to include additional facilities identified during Phase I planning period.
- Continue collecting data on all locations where recycling services are provided.

**Ongoing: Remainder of agreement**

- Continue all Phase I and II collection activity.
- Develop and execute a plan to expand services to additional facilities where recycling services are needed, as they become available. Conduct waste audits at these facilities.

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**Z. EFFECTIVE DATE:** This Agreement shall be in effect commencing on the date of award or date approved by Council through one year (12 months) and shall be considered renewable for three (3) additional one (1) year terms.

WITNESS the hands of the parties hereto:

APPROVED by the Mayor and Council of The City of Oklahoma City this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

THE CITY OF OKLAHOMA CITY

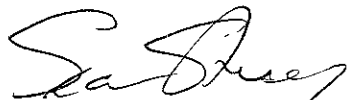
ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED BY REPUBLIC SERVICES, INC. this 24th day of September, 2012.

REPUBLIC SERVICES, INC.  
NAME OF PRESIDENT

  
\_\_\_\_\_  
President

**ACKNOWLEDGMENT**

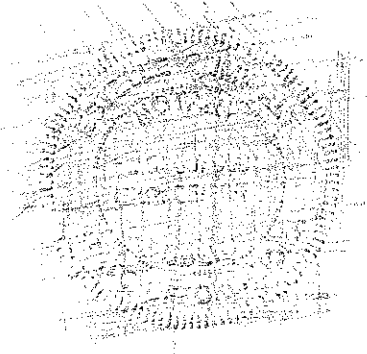
State of Oklahoma                     )  
  )SS.  
County of Oklahoma                 )

Before me appeared Sean Steves, President of Republic Services, Inc. Signed and sworn to before me this 24th day of September, 2012.

  
NOTARY PUBLIC

My Commission number: 02007959

My Commission expires: May 29, 2014



Approved as to Form.

\_\_\_\_\_  
Assistant Municipal Counselor

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# CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)  
09/21/2012

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 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).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES INC 17015 N. SCOTTSDALE RD SCOTTSDALE AZ 85255	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No.Ext):</b>	<b>FAX (A/C No.Ext):</b>	
<b>INSURED</b> REPUBLIC SERVICES INC 18500 N. ALLIED WAY PHOENIX AZ 85054	<b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
	INSURER B: ILLINOIS UNION INSURANCE COMPANY		27960
	INSURER C: LEXINGTON INSURANCE COMPANY		19437
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 283379

REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 59665	06/30/2012	06/30/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MWTB 21556	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 117827 00 AOS MWXS 981 Excess WC OH MWXS 980 Excess NSWC TX	06/30/2012 06/30/2012 06/30/2012	06/30/2013 06/30/2013 06/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Division Number: 4060 - Named Insured Includes: Allied Waste Systems Inc - Dba: Allied Waste Services of Oklahoma City - Allied Waste Services of Cordell - Republic Services of Cordell

**CERTIFICATE HOLDER**

CITY OF OKLAHOMA CITY  
100 N WALKER 4TH FLOOR  
  
OKLAHOMA CITY OK 73102  
United States

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract

Waiver of Subrogation in favor of the certificate holder is included when required by written contract

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 980) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

For bid purposes only

March 2010

## **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

### **Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

### **Definitions**

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor,



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grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

### Special Provisions

#### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

#### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

#### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

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E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or

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- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.)

#### G. Reserved

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide

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copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**Attachment E**  
**ANTICOLLUSION AFFIDAVIT**

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the proposer; that the proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that proposer has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with the proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened

The undersigned individual further states that the proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to propose at a fixed price or to refrain from proposing; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the proposers or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The proposer states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this proposal

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposals, the terms and conditions of the pricing agreement/contract, and the requirements for proposers.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here \*

Signature of Individual

*Carrie Miller*  
*Carrie Miller*

Title

*Municipal Services Manager*

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

*Republic Services 7540 SW 59th St OKC OK 73179*

Telephone Number and Fax Number if any

*405.745.4284 ext 126*

TO BE COMPLETED BY THE NOTARY:

State of \*

*Oklahoma*

SS.

Signed and sworn to before me on this *5* day of *June* 2012 by *Carrie Miller*

[Day]

[Month]

[Year]

[Print the name of the individual who signed above.]

My Commission Number:

*02007959*

[Oklahoma]

*Estelle Zumwalt*

Notary Public Printed Name

My Commission Expires:

*May 29, 2014*

[Date/Year]

Notary Public Signature

[49 O.S. Stat. 1085 §119]

**REQUEST FOR PROPOSALS**

**FOR**

**RECYLING SERVICES AT CITY OF  
OKLAHOMA CITY**

**DATE: June 5<sup>th</sup>, 2012**

**TIME: 4:00pm**

**OFFICE OF THE CITY CLERK**

**Municipal Building 200**

**200 North Walker Ave**

**Oklahoma City, OK 73102**

**Submitted By:**

**Allied Waste Services of Oklahoma City**

**7540 SW 59th**

**Oklahoma City, OK 73170**

**Carrie Miller**

**Municipal Services Manager**

**405-745-4284 ext 126**



June 5<sup>th</sup>, 2012



City of Oklahoma City  
100 N Walker Ave  
Oklahoma City OK 73102

Allied Waste Services of Oklahoma City would like to thank the City of Oklahoma City for the opportunity to respond to the "Request for Proposal for Recycling Services for the City Facilities." An industry leader in the United State's waste industry, Allied Waste (parent company – Republic Services, Inc ) offers expertise and professionalism in waste collection, recycling and disposal services. Our company pledges to successfully meet the City of Oklahoma City's requirements included in the RFP and address extraordinary circumstances.

Allied Waste Services is positioned to provide the City of Oklahoma City with a well-defined, efficient and effective program designed to meet the City's recycling needs; presenting the most cost effective approach available. As a result of our experience servicing and supporting many local communities, we fully understand the requirements of the City of Oklahoma City and are prepared to meet those obligations. We are committed to provide the desired services in the safest, most innovative and cost effective manner. Allied Waste Services is excited about the opportunity to build a partnership between our company and the City of Oklahoma City and is confident in our ability to meet the needs of the City now and in the future.

Please, contact us should you require any additional information.

Contact information:

Carrie Miller  
Municipal Services Manager  
7540 SW 59<sup>th</sup>  
Oklahoma City, OK 73179  
405-745-4284 ext 126  
Cmiller7@republicservices.com

Sincerely,  
Allied Waste Services of Oklahoma City

Carrie Miller





## **REQUEST FOR PROPOSALS FOR RECYCLING SERVICES AT CITY FACILITIES**

---

### **The Solicitation**

The City of Oklahoma City, hereinafter referred to as "The City," is soliciting proposals for recycling services in City facilities. The City desires to enter into an agreement with a qualified and experienced business, organization, or other entity with experience in comprehensive recycling programs, hereinafter referred to as the "Contractor."

At each facility, The City desires basic materials to be collected and recycled, including mixed office paper, newspaper, cardboard, and commingled plastic, aluminum, and glass. Additionally, other services may be required on a regular or irregular basis. These services may include recycling and/or safe disposal of phone books, fluorescent light bulbs/lamps, batteries, and confidential documents for destruction.

Recycling services will be implemented in three phases. The initial phase will include the Downtown Campus and Central Maintenance Campus. The second phase will include other City-owned and/or City-operated facilities that currently engage in recycling activities. The third phase will include other City-owned and/or City-operated facilities that wish to add recycling activities in the future. More information about the desired services, including the phased implementation approach, can be found in the Scope of Work, **Attachment A**.

A contract for services will be negotiated with the successful proposer with requirements consistent with those included in the Section labeled Contract herein on page 7, hereto.

Collection bins, dumpsters, compactors, and other materials or equipment may be purchased with funds from an Energy Efficiency Conservation Block Grant. The grant originates from the U.S. Department of Energy, American Recovery and Reinvestment Act of 2009 (ARRA). Use of all materials purchased with ARRA funds is subject to ARRA provisions, which are included in **Attachment D**.

### **Background**

At present, City facilities employ a variety of methods to recycle materials. Methods include outside vendors that pick up one or more commodities at no charge, departments that collect and recycle materials to reduce landfill waste and/or to collect revenue for staff activities, and individual employees who transport recyclable materials. Each facility and/or each department recycles different materials. Recycling of mixed office paper is available in all facilities in the Downtown Campus and Central Maintenance Campus. Other recycled materials include plastic, aluminum, glass, cardboard, and batteries. There is currently no data on the weight or volume of material recycled.

**Attachment B** contains more information about the recycling activities currently underway in City facilities.

**Attachment F** lists City-operated buildings. Additional buildings owned or operated by trusts, such as the Oklahoma City Zoological Trust, Oklahoma City Airport Trust, Central Oklahoma Transit and Parking Authority, and Oklahoma City Public Property Authority, may also be included in this activity.

## The Proposal

- a) Two (2) paper originals of the proposal, as described herein and subject to the conditions herein, shall be submitted by each proposer to: The Office of the City Clerk, Municipal Building 200 North Walker Avenue Oklahoma City, Oklahoma 73102 by 4:00 p.m. on Wednesday, May 30. Upon receipt, the City Clerk will time stamp the proposal. Proposals not timely received in the City Clerk's office will not be considered and will be returned unopened
- b) There will be a mandatory pre-proposal conference at 2:00 p.m. on Tuesday, May 1, 2012, in the Conference Room of the Office of the City Clerk, Municipal Building; 200 North Walker Avenue; Oklahoma City, Oklahoma 73102
- c) Should the proposer find a discrepancy in, or omissions from, the information or the description of the Request for Proposals (RFP) solicitation as herein contained, or should the proposer be in doubt as to its meaning, the proposer shall at once, and not later than ten (10) days prior to the closing date for receiving proposals, notify The City in writing. The City will, at its discretion, thereupon send a written instruction and/or clarification to all proposers in the form of an addendum to the Proposal Documents. Only written instructions will be considered part of this RFP
- d) The proposal shall be presented in a sealed envelope addressed to the Office of the City Clerk with the words "Recycling Services Proposal" plainly written on the face of the envelope. The name and address of the proposer submitting the proposal must also appear on the face of the envelope.
- e) Any addenda to this RFP solicitation will be issued by the City during the time of solicitation and will be considered a part of the RFP documents. Addenda will be furnished to each recipient of the RFP documents. The proposer shall acknowledge receipt of such addenda as a part of the sealed proposal delivered to the Office of the City Clerk.
- f) Supplier inquiries and requests for clarification related to this RFP should be directed to the following City official:  
Amy Simpson  
Purchasing Agent  
The City of Oklahoma City  
100 N Walker  
Oklahoma City, OK 73102  
405-297-3959

## Proposer Shall Provide

Individuals interested in participating in this project shall submit a complete, professional-quality proposal that includes the following information relative to the project planned for execution under the proposed contract:

### I. Service Proposal

- a. A narrative response describing the project to be completed, including an operations plan that addresses the needs and wishes of the City as described in the Scope of Work in Attachment A with a detailed proposal to meet each of the following needs:
  - i. Assessment and Level of Service: Description of your methodology for assessing the need for recycling services at City facilities, including number of collection containers and frequency of service;
  - ii. Collection Containers: Describe collection bins, totes, dumpsters, containers, or other equipment that will be provided to the City as part of the proposal, including the percentage of post-consumer recycled material content;
  - iii. Collection: Description of proposed collection services, including a list of what are considered contaminants, including non-paper contaminants for example, food containers, etc.

- iv. Transport/Hauling: Description of your process for transporting recycling materials from the central collection totes on each floor to your vehicle for hauling, including the process for replacing the wheeled totes with clean collection totes;
- v. Disposal: Description of your process for disposal and assurance that all materials are recycled;
- vi. Waste Audit (Preferred but not required): Describe your methodology for conducting waste audits both prior to service and periodically to ensure assurance of program effectiveness; see **Attachment C** for a sample waste audit form;
- vii. Promotion: Summary of how your company can become creatively involved in helping the City encourage its employees at City facilities to increase recycling and generate less waste;
- viii. Reports: Description of the data and information that will be reported to The City

## 2. Experience and Qualifications

- a. Summary of the proposer's experience/history, including number of years in business, with attention to previous experience with provision of recycling services, represented by completed or current services similar to the proposed services;
- b. A list of any documented recognition for environmental excellence for services provided in Oklahoma;
- c. A list of the size, type, and age of the collection vehicles/equipment that will be used to collect recyclables at designated City facilities, noting any alternative fuel capacity;
- d. Summary of the proposer's previous experience with education and promotion of recycling services, including a list of all recycling services provided to public entities;
- e. List of five (5) references for services to public entities, including titles and phone numbers;
- f. Information regarding any pending litigation or formal complaints against you.

## 3. Pricing Proposal

- a. A compensation proposal that includes rates for basic materials and special materials, regular and irregular transport and hauling schedules, materials and equipment, and other services. The proposal should include revenue-sharing if applicable to the proposal, and it should specifically detail all revenue and costs to The City using positive (+) numbers for revenue to The City, negative (-) numbers for costs to The City, a zero (0) if there is neither revenue nor cost to The City, and "N/A" if the item is not applicable to the proposal. The proposal may include the following items as well as additional items designated by the proposer:
  - i. Price for desk side containers;
  - ii. Price for covered wheeled collection totes;
  - iii. Price for covered dumpsters;
  - iv. Price for sensitive document bins with a locking mechanism;
  - v. Price for shredding sensitive documents;
  - vi. Price for recycling electronic waste (e-waste);
  - vii. Price for other equipment included in proposal (e.g., balers, compactors), if applicable;
  - viii. Charge for collection (factors may include weight/volume of materials, frequency of pick-up, location of containers, facility); this may be itemized to illustrate specific costs, such as transportation charge per mile, if necessary;
  - ix. Charge for cleaning dumpsters;
  - x. Revenue-sharing for the City, as percentage or fixed price per ton.
- b. Prices quoted shall reflect the full scope of work as described herein inclusive of all associated costs for any travel, lodging, parking, on-site man-hour expenditures, containers, roll off charges, transportation, materials, clerical, insurance, overhead and profit. Costs for developing and delivering this bid are entirely the responsibility of the bidder. Any exception(s) taken to the requirements of this RFP must be duly noted.
- c. Proposals may also include a revenue offer based upon an alternative method or methods of operating the recycling program. Please describe any alternate programs and indicate the basis of the revenue offer in this section.

A complete proposal for this RFP should contain two (2) hard copies printed on 100% recycled paper.

Bidders should respond to the points raised as directly as possible. Proposals that are incomplete, not properly endorsed, do not follow the requested format, or otherwise are contrary to the guidelines of this RFP may be rejected as non-responsive.

### **Anticipated Schedule of Events**

<u>Date</u>	<u>Event</u>
04/24/12	Issue RFP
05/01/12, 2:00 p.m.	Mandatory pre-proposal conference
05/15/12, 4:00 p.m.	Last date and time The City will accept questions regarding this RFP
05/18/12	Projected last date The City will issue an addendum
05/30/12	RFP Closes at 4:00 p.m. CST
06/18/12-06/25/12	Supplier presentations, if necessary
06/29/12	Complete evaluations
07/10/12	City Council approval to negotiate
07/31/12	City Council Contract approval
08/02/12	Award notification
08/06/12	Commence service

### **Clarification**

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers within a timeline specified by the City.

### **Effective Date of Proposals**

Under this RFP, proposers' responses to this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any proposer who does not agree to this condition shall specifically communicate in its proposal such disagreement to the City, along with any proposed alternatives. The City may accept or reject such proposed alternatives without further notification or explanation.

### **Disqualification of Proposals**

One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers. (See sample Anticollusion Affidavit in **Attachment E**.)

A proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

Incomplete proposals will not be considered. Proposals submitted after the deadline set forth in page 2 will not be counted as received by the Office of the City Clerk.

### **Proposals to Be Retained**

Proposals cannot be withdrawn.

### **Proposers Responsible for the Proposal**

The proposer shall carefully examine the terms of the proposal documents and minimum requirements, and shall judge for itself all of the circumstances and conditions affecting their proposal.

### **Indemnification**

- a) To the maximum extent permitted by law, the Contractor shall be liable for and shall hold The City of Oklahoma City harmless from all damage or injury caused to persons or property arising out of the performance of any

Contract resulting from this Request for Proposals. The Contractor shall agree to assume the defense of the City and its officers and employees in all legal proceedings with third parties connected with the Contractor's performance under the Contract awarded to the successful proposer, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by the City directly or indirectly on account of such legal proceedings.

- b) The Contractor's obligations hereunder are expressly conditioned upon the City's provision of notification to the Contractor of any such pending claim or suit
- c) The City shall cooperate with the Contractor in its handling of any such claim or suit to the extent their interests do not conflict therewith. In no event shall the Contractor be obligated to indemnify or hold the City harmless with respect to any liability caused by the sole negligence of the City.

### **Right to Accept or Reject Proposals**

The City reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to re-advertise for new proposals, and to waive minor irregularities and informalities.

### **Withdrawal of Selection**

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contractor Contract has been fully executed by all parties and approved by the City.

### **Oklahoma Open Records Act**

Responses to the RFP submitted to the City become the property of the CITY upon receipt. At such time as a Proposer or Proposers are recommended to CITY, all proposals become a matter of public record and shall be regarded as such.

The CITY is subject to the Oklahoma Open Records Act, Title 51, Section 34A et seq. Although the Act recognizes that certain confidential information may be protected from disclosure, the CITY is not in a position to establish that the information a Proposer submits is worthy of being treated confidentially. If a request is made for information which a Proposer has marked "Confidential," "Trade Secret," or "Proprietary," the Proposer must identify and mark each page so requested and provide specific citations for the specific basis under the law and why exempt from disclosure under the Open Records Act. at the time of submittal of the proposal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary, confidential as financial information or trade secret information protected by law, the Proposer agrees that by submission of the proposal those sections shall be deemed nonproprietary and available upon public request. Notwithstanding this provision, Proposers must not identify the entire proposal as proprietary/confidential or a trade secret. Pricing is not confidential and is a public record.

### **No Proposal Compensation**

No proposer will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation, or negotiation process.

### **Proposal Evaluation**

The City will evaluate complete proposals submitted by the deadline cited above. The following factors will be used to evaluate each proposal:

- Proposal Presentation
  - Thoroughness and completeness of proposal
  - Clarity and adherence to format
- Proposer's Qualifications
  - Overall company quality in terms of reputation, financial strength, continuity of management, and ability to support indemnification and performance guarantees
  - Corporate experience and performance in waste reduction, and management of contracts of similar size and nature

- Product quality offered, customer focused processes
- Technical and Service
  - Ability to meet The City's requirements
  - Proposed approach to transition that minimizes impact on facility operations, overcome barriers, and quickly launches recycling program
  - Service capabilities and responsiveness
    - Supply chain management
    - Ability to source and manage any subcontractors
    - Environmental health and safety experience and record with respect to applicable regulatory programs
    - Customer communications
    - Technical staff qualifications
  - Ability to provide continuous, value-added strategic services to achieve goals
  - Ability to facilitate continuous reduction in waste generation and increase diversion
- Financial
  - Cost/revenue to City
  - Value to City

### **Pre-Award Negotiations**

The City reserves the right to negotiate prior to award with the highest ranked proposer for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Obtaining the lowest and best pricing and/or revenue agreement
- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from proposer

### **Contract**

Upon selection of the Consultant, a Contract or Agreement ("Contract") will be prepared. Said Contract must be fully executed and encumbered before work is initiated. The contract may contain or incorporate the following:

- Standard clauses;
- Scope and nature of services;
- Anti-collusion affidavit;
- Certificate of non-discrimination;
- Business relationship affidavit;
- Independent contractor clause;
- A requirement for insurance on City forms or forms acceptable to the City Manager;
- A requirement to keep records and a right to audit;
- A description of claim payment procedures and requirement to create and keep necessary records to support such claims;
- A statement making all working papers, reports, documentation, and products the property of the City;
- A description of the responsibilities of all parties;
- Timelines and deadlines for completion of tasks and services;
- Type, content and frequency of reports to be submitted;
- Method, schedule and total amount of fees and payments, which may include payments related to specific tasks or services;

- Requirement that disputes be governed by Oklahoma law and any action shall be brought in a court of competent jurisdiction, state or federal, located in Oklahoma County, Oklahoma;
- Procedures for amending or terminating the contract or any task or services therein;
- A requirement that all authorizations and approvals have been or shall be obtained from the holders of patents, trademarks, copyrights, licenses or other rights;
- A requirement for indemnification and legal representation of the City, its trusts, officers, agents and employees for acts and omissions of the Contractor;
- A clause for inclusion by reference of the RFP, the proposal, and the representations of the proposer into contract and a statement of the order of precedence should the terms, provisions or conditions thereof conflict;
- A requirement for insurance naming the City as additional insured and evidenced by a certificate of insurance; and
- A right of the City to terminate the contract upon notice with or without cause.
- A requirement to comply with all applicable Federal, State, and local environmental, occupational, and safety statutes, regulations, and guidelines and to obtain all permits required by these statutes and regulations.

All contracts will be submitted to the Municipal Counselor's Office for review and approval. The Municipal Counselor's Office will forward the contract documents to the City Manager for inclusion on the formal docket for final approval or rejection by the City Council. The memorandum to Council shall include the number of RFPs obtained by firms and the number of firms submitting proposals.

*End of Request for Proposals*

*Attachments A, B, C, D, E, and F follow*

## **Attachment A**

### **SCOPE OF WORK**

#### **1.1. PROGRAM INFORMATION**

- 1.1.1. Oversight: The Successful bidder for recycling services will work with, report to, and be accountable to The City. The Contractor will be responsible for overseeing any subcontractors.
- 1.1.2. Authority: The City of Oklahoma City will retain the authority to provide final approval of recycling program details, including the locations of collection bins and other equipment, pick-up frequency, and the promotional campaign. The Contractor's recommendations will be sought in such decisions.
- 1.1.3. Contract: The selected Contractor will enter into a contract with the City of Oklahoma City. As such, the Contractor will be subject to all City policies and procedures. The contract will be an annual contract with an option of up to three renewals, subject to availability of City Council appropriation.
- 1.1.4. Policies: The City will introduce a new recycling policy for staff. Upon issuance of the policy, no recyclable materials shall be disposed of in the trash by any employee. Employees wishing to collect and recycle materials for a departmental fundraiser, charity, or other purpose may not use bins provided by The City and must provide their own collection bins in an office or other area away from the central collection bins. All recyclable materials deposited in the City's collection bin will be recycled by the Contractor. This policy may be introduced in phases according to Section 1.4 in Attachment A as recycling services become available in facilities.

#### **1.2. DESCRIPTION OF DESIRED SERVICES**

- 1.2.1. Assessment and Level of Service: Upon execution of the Contract, the Contractor shall meet with City staff to review the needs of each facility. The review will include an assessment of the facility, estimated weight or volume of each recyclable material, determination of the number and location of bins, and projected frequency of service.
- 1.2.2. Collection Containers: The Contractor shall provide desk side recycling bins for individual employee collection and covered wheeled totes to serve as collection containers for each floor. In addition, the Contractor shall provide covered dumpsters for cardboard. It is estimated that two cardboard collection containers will be needed at the Downtown Campus and two at the Central Maintenance Campus. Additional bins needed for replacement or additional staff shall be provided within 48 hours. Where possible, bins and other equipment shall include a high percentage of post-consumer recycled material.
- 1.2.3. Collection: The Contractor shall provide collection of basic materials and special materials as follows. Basic materials are required and should begin collection upon execution of the Contract. Special materials may be requested on an irregular basis, on special collection days, or as needed.

##### *Basic Materials*

- Mixed office paper
- Newspaper (preferably included with mixed office paper)
- Aluminum (preferably commingled aluminum, glass, and plastic)
- Glass (preferably commingled aluminum, glass, and plastic)
- Plastics 1-7 (preferably commingled aluminum, glass, and plastic)
- Cardboard

##### *Special Materials*

- Phone books (preferably included with mixed office paper)
- Fluorescent light bulbs/lamps



- Batteries
- Confidential documents for destruction and/or shredded paper
- Electronics<sup>1</sup>
- Compostable Food Waste

Upon collection, all dirty covered wheeled totes (e.g., collection totes for plastics, aluminum, and glass) should be replaced with clean totes as a precautionary measure against spills and pest infestation.

1.2.4 Transport/Hauling: Staff members will move recyclable materials from desk collection bins to central collection bins on each floor. The Contractor shall transport materials from central collection bins on each floor to the Contractor's vehicle for hauling to Contractor's recycling facility. For basic materials, hauling will be on a regular schedule. Special requests for collection shall be completed within 48 hours for basic materials. In addition, the Contractor should be available for collection and hauling of special materials on an irregular basis or as-needed with notice of five business days. The Contractor shall provide a collection schedule for all materials for all facilities.

1.2.5 Disposal: The Contractor shall provide a certificate or other documentation to The City to document proper recycling disposal of all recyclable materials collected.

1.2.6 Waste Audit (Preferred but not required): While not required, the City prefers for the Contractor to conduct a waste audit on facilities for which recycling services are provided. A waste audit should include an analysis of the contents of trash dumpsters, by weight or volume, including the amount of each recyclable material, compostable material, and trash. See **Attachment C** for an example. Waste audits should be performed at the beginning of the Contract and again after recycling services have been in place for six months. As additional facilities are added to the recycling program, waste audits should be similarly conducted for those facilities. Results of all audits shall be provided to The City.

1.2.7 Signage: The Contractor shall provide uniform signage for collection bins, dumpsters, and other collection areas. Signs or stickers should be durable and indicate the type of acceptable material for the tote and stipulate what should not be placed in the tote due to contamination (for example, "Mixed Paper Only / No Cardboard"). Signage for dumpsters or other exterior equipment shall be of a material that can tolerate multiple years of Oklahoma's weather conditions. Signs or stickers that fade or show wear shall be replaced by the Contractor.

1.2.8 Promotion: The Contractor shall create an education and participation campaign to promote recycling among City employees. The purpose is to encourage maximum participation in the recycling program. The City Office of Sustainability, General Services Department, and/or Utilities Department will assist with this effort by providing feedback, suggestions, and approval.

1.2.9 Reports: The Contractor shall provide monthly reports to The City. Reports shall include weight and/or volume of each recycled material and an analysis of impact, such equivalent number of trees saved, amount of water saved, or pollutants avoided. Any data collected while performing waste audits shall also be provided in a report to The City.

### 1.3. PRICING

1.3.1 The City is seeking a recycling service that is cost neutral or revenue positive to The City. The City is willing to pay for equipment needed to launch the recycling program. The City is willing to consider alternative pricing structures suggested by proposers. Alternative pricing proposals should be *in addition to* the pricing format described on page 2 in section "Proposer Shall Provide."

<sup>1</sup> Requires contractor to sign a confidentiality statement because electronics may contain sensitive data

#### **1.4. PHASES AND SCHEDULE**

##### **1.4.1. Phase I: 1<sup>st</sup> through 3<sup>rd</sup> months after execution of contract**

- 1.4.1.1. Continue current recycling activities in the Downtown Campus and Central Maintenance Campus described in **Attachment B**
- 1.4.1.2. Collect baseline data on disposal of recyclable materials at Downtown Campus and Central Maintenance Campus
- 1.4.1.3. Develop a plan for Phase II locations, including a waste audit at each facility.

##### **1.4.2. Phase II: 4<sup>th</sup> through 6<sup>th</sup> months after execution of contract**

- 1.4.2.1. Continue Phase I collection activity.
- 1.4.2.2. Expand recycling collection to other facilities with recycling activity. Examples of these facilities include but are not limited to Union Station at 300 SW 7<sup>th</sup> Street, COTPA facility at 2000 South May Avenue, Riverboat facilities (Regatta, Exchange and Meridian), the Southwest Library at 2201 SW 134<sup>th</sup> Street. Sites with the most recycling potential by weight or volume shall be given priority in expansion. A list of City owned and operated facilities is included in **Attachment F**.
- 1.4.2.3. **Attachment F.** Phase III locations may also include facilities operated by trusts, such as the Oklahoma City Zoological Trust, Oklahoma City Airport Trust, Central Oklahoma Transit and Parking Authority, and Oklahoma City Public Property Authority.
- 1.4.2.4. Continue collecting data on all Phase I and Phase II recycling services.
- 1.4.2.5. Develop a plan for Phase III locations, including a waste audit at each facility.

##### **1.4.3. Phase III: Ongoing**

- 1.4.3.1. Continue Phase I and II collection activity.
- 1.4.3.2. Expand recycling collection to other facilities that may or may not have current recycling activity. These may include sites operated by the Police Department, Fire Department, Parks and Recreation Department, and more. These sites are located throughout the corporate limits of The City and may have a lower volume of recyclable materials. A list of City-owned and operated facilities is included in

1.4.3.3. **Attachment F.** Phase III locations may also include facilities operated by trusts, such as the Oklahoma City Zoological Trust, Oklahoma City Airport Trust, Central Oklahoma Transit and Parking Authority, and Oklahoma City Public Property Authority.

1.4.3.4. Continue collecting data on all recycling services.

**Attachment B**  
**Information about Facilities and Current Recycling Activities**

**Locations of Current Recycling Activities**

Initially, recycling services will be contracted for facilities in the Downtown Campus and the Central Maintenance Campus.

Building/Property	Sq. Ft.	Staff	Departments
City Hall, 200 N Walker	92,703	119	Mayor, City Auditor, City Clerk, City Council, City Manager, Legal, Public Information and Marketing, General Services
Civic Center Music Hall, 201 N Walker	280,000	23	Parks & Recreation
100 N Walker	57,120	125	Finance, IT
420 W Main	196,420	707	Personnel, Treasury, Parks, MAPS, Utilities, Public Works, Planning, Sustainability, Development Services, Risk Management
Building/Property	Sq. Ft.	Staff	Departments
IT Radio Repair Shop (#14)	12,987	244 total employees	Public Safety, Information Technology, Fire Maintenance Services
Streets Administration (#4)	11,557		Public Works
Streets Welding Shop (#12)	11,200		Public Works
Streets Training Center (#3)	9,050		Public Works
Field Services (#2)	11,239		Public Works, General Services
Household Hazardous Waste (#1)	9,168		Public Works
Fleet Services (General Services) (#8/10)	21,729		General Services
Salt Storage Barn (Streets) (#9)	13,629		Public Works
CMH Fuel & Wash (#8/10)	3,160		General Services
Police & Fire Storage (#8/10)	17,200		Police Department, Fire Department

**Current Recycling Activities**

***City Hall, 200 N Walker***

- Mixed office paper – Collection bins are available on each floor for employees to drop their mixed office paper. Once a week, an outside party picks up the paper and hauls it away free of charge.
- Plastic, aluminum, cardboard, newspaper, and batteries – Until recently, collection bins were available in the basement for employees to drop their recyclables, separating into containers. Our recycling vendor is no longer collecting these materials.

***Civic Center***

- Mixed office paper –Each office has individual collection containers for paper. The Civic Center also periodically collects surplus programs for recycling
- Plastic, aluminum, cardboard, newspaper – None currently available.

#### *100 N Walker*

- Mixed office paper – Collection bins are available on each floor for employees to drop their mixed office paper. Once a week, a “recycling champion” on each floor takes the bin to the first floor. An outside party then picks up the paper and hauls it away free of charge.
- Plastic, aluminum, cardboard, newspaper – Until recently, collection bins on the first floor were available for employees to drop their recyclables, separating into containers. Our recycling vendor is no longer collecting these materials.
- Batteries – Collection bins on the first floor are available for employees in the Downtown Campus to safely dispose of batteries.

#### *420 W Main*

- Mixed office paper, including newspaper – Collection bins are available on each floor for employees to drop their mixed office paper. Once a week, a “recycling champion” on each floor takes the bin to the first floor. An outside party then picks up the paper and hauls it away free of charge.
- Aluminum, plastic, glass, cardboard, batteries – Currently, each department handles these materials individually. Some are taken home by employees, some are recycled by the department with funds used for departmental activities, and some are discarded as trash.

#### *Central Maintenance Campus (8 buildings)*

- Mixed office paper – Collection bins are available at each site for employees to drop their mixed office paper. Once a week, an outside party picks up the paper and hauls it away free of charge.

# **Attachment C** **SAMPLE WASTE AUDIT FORM**

Date: \_\_\_\_\_ Number Days' Waste in Dumpster: \_\_\_\_\_

Sample Source: \_\_\_\_\_

Sample Collected: ☐ All waste at source ☐ Representative sample (weight: \_\_\_\_\_)

Team Members Conducting Waste Sort: \_\_\_\_\_

Factors Affecting Representativeness of Sort: \_\_\_\_\_

Waste Component		Net Component Weight	Percent of Total Sample Weight
Paper/Cardboard	High grade		
	Low grade		
	Printer paper		
	Newsprint		
	Magazines/glossy		
	Corrugated cardboard		
	Other		
	Total component weight		
Plastic	PET (1)		
	HDPE (2)		
	PVC (3)		
	LDPE (4)		
	Polypropylene (5)		
	Polystyrene (6)		
	Other (7)		
	Total component weight		
Glass	Clear		
	Green		
	Amber		
	Other		
	Total component weight		
Metal	Aluminum		
	Other non-ferrous metal		
	Tin-coated steel		
	Other ferrous metal		
	Bi-metal		
	Other		
	Total component weight		
Compostable/ Organics	Yard trimmings		
	Food scraps		
	Scrap wood		
	Other		
	Other		
	Other		
	Total component weight		
Other	Other		
	Other		
	Other		
	Other		
	Total component weight		

## **Attachment D**

### **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

#### **Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### **Definitions**

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds

#### Special Provisions

##### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

##### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

##### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

##### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

##### E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data



The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.)

#### G. Reserved

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

#### J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

**Certification by Governor** -- For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

**Acceptance by State Legislature** -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

**L. Certifications**

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**Attachment E**  
**ANTICOLLUSION AFFIDAVIT**

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the proposer; that the proposer has not, directly or indirectly, entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the proposers, the parceling or farming out to any proposer or proposers or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the proposal or proposals, or of the profits thereof, and that proposer has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with the proposer in the said proposal or proposals, until after the said sealed proposal or proposals are opened.

The undersigned individual further states that the proposer has not been a party to any collusion: among proposers in restraint of freedom of competition, by any agreement to propose at a fixed price or to refrain from proposing; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the proposers or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The proposer states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this proposal

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposals, the terms and conditions of the pricing agreement/contract, and the requirements for proposers.

→ → → THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here \*

Signature of Individual

Carrie Miller

Municipal Services Manager

Title

Printed Name of Individual

Carrie Miller

Company Name and Address [Please Print]

Republic Services 7540 SW 59th St OKC OK 73179

Zip Code

Telephone Number and Fax Number if any

405.745.4284 ext 126

TO BE COMPLETED BY THE NOTARY:

State of \*

Oklahoma

SS

Signed and sworn to before me on this 5<sup>th</sup> day of June, 2012 by Carrie Miller

[Day]

[Month]

[Year]

[Print the name of the individual who signed above.]

My Commission Number:

02007959

[Oklahoma]

Estelle Zumwalt

Notary Public Printed Name

My Commission Expires:

May 29 2014

[Date/Year]

Notary Public Signature

[49 Okla. Stat. 1985 § 1103]

**Attachment F**  
**LIST OF CITY OWNED AND OPERATED FACILITIES**

<b>The City of Oklahoma City Buildings *</b>	
<b>Building Name</b>	<b>Address</b>
<b>Development Services/Animal Welfare</b>	
Animal Welfare/Admin	2811 SE 29th St
Animal Shelter	2812 SE 29th St
Large Animal Barn	2813 SE 29th St
<b>Fire Department</b>	
Station # 1	820 N.W. 5th
Station # 2	2917 E. Britton Rd
Station # 3	11601 N. MacArthur
Station # 4	14200 Hogback Rd
Station # 5	24 N.W. 22nd
Station # 6	21 N. Lincoln Blvd.
Station # 7	218 S.W. 23rd
Station # 8	1934 W. Exchange
Station # 9	1514 S.W. 89th
Station # 10	2039 N.W. 16th
Station # 11	900 N.W. 50th
Station # 12	2121 MLK
Station # 13	7000 S.E. 74th
Station # 14	3129 N.W. 23rd
Station # 15	2817 N.W. 122nd
Station # 16	495 S.E. 66th
Station # 17	2716 N.W. 50th
Station # 18	4016 N. Prospect
Station # 19	940 S.W. 44th
Station # 20	7929 S.W. 29th
Station # 21	3240 S.W. 29th
Station # 22	333 N.W. 92nd
Station # 23	2812 S. Eastern
Station # 24	1500 N. Meridian
Station # 25	2701 S.W. 59th

Station # 27	6400 N. Westminister
Station # 28	7101 S. Anderson Rd
Station # 30	4343 S. Lake Hefner Dr
Station # 31	618 N. Rockwell
Station # 32	12233 N. Mustang Rd
Station # 33	11630 S.W. 15th
Station # 34	8617 N. Council
Station # 35	13017 S. May
Station # 36	17700 S.E. 104th
Station # 37	16820 N. Pennsylvania
Maintenance Services	600 N. Portland
Fire Prevention Services	2300 General Pershing Blvd
EMS Warehouse	1245 NW 2nd
Ops Warehouse	1635 SW 29th
Fire Training	850 N Portland
Old 8's	1939 West Exchange
Old 20's	3801 NW 10th
Vehicle Storage Building	3738 SW 15th #10
<b>General Services Department</b>	
City Hall	200 N. Walker Ave
Finance	100 N. Walker Ave
Admin./Fleet Services	115 N. Shartel Ave
Main Place	420 W. Main Street
Building Management	600 SW 12th
Fleet Services Shop	3738 SW 15th
Household Hazard Waste Bldg	3738 SW 15th
Training Building	3738 SW 15th
Information Technology Shop	3738 SW 15th
Field Inspection Services Bldg	3738 SW 15th
Streets Administration Bldg	3738 SW 15th
Streets Maintenance Shop	3738 SW 15th
<b>Municipal Court</b>	
Municipal Court	700 Couch Dr.

<b>Parks Department</b>	
Grounds Maintenance & Service Shop	1821 SE 22nd
Horticulture/Park Maintenance	711 W. Reno
Will Rogers Garden Exhibition Center and Greenhouse	3400 NW 36
Park Maintenance Shop	2300 SE 22
Southwest Maint. Shop	2920 SW 29th
Northwest Maint. Shop	3320 NW 36
Northeast Maint. Shop	3231 N Walnut
Municipal Gym	720 NW 8th
Woodson Gym	3403 S. May
Will Rogers Senior Center	3501 Pat Murphy Dr
Woodson Senior Center	3401 S. May
Martin Park Nature Center	5000 W. Memorial
HB Parson Fish Hatchery	10940 N. Meridian
Will Rogers Park & Tennis Center	3400 N. Portland
Civic Center Music Hall	201 N. Walker
Myriad Botanical Gardens	100 Myriad Gardens
<b>Community Centers</b>	
Capitol Hill	3816 S. Robinson
Douglass Center	900 N. Frederick Douglass
Earlywine Tennis Center	3303 SW 119th St
Earlywine Aquatic Center Bldg	3303 SW 119th St
Foster Center	614 NE 4th
Macklanburg Center	2234 NW 117th
Melrose Center	7800 W. Melrose Ln
Minnis Lakeview	12520 NE 36th
Northeast Center	1220 NE 33
Northwest Optimist	3301 NW Grand Blvd
Pilot Center	1435 NW 2nd
Pitts Center	1920 N. Kate
Schilling Center	539 SE 25th
Sellers Center	8301 S. Villa
Southern Oaks Center	400 SW 66th
South Lakes Event Center	12302 S. Meridian Ave

Taylor Center	1115 SW 70th
Wiley Post Event Center	2018 S. Robinson Ave
Will Rogers Aquatic Center Bldg	NW 36th and Portland
Will Rogers Event Center	NW 36th and Portland
Woodson Event Center	3403 S May Ave
<b>Pavilions with Restrooms</b>	
Earlywine Park Pavilion (small)	3303 SW 119th St
Edwards Park Pavilion	1515 N. Bryant Ave.
Wiley Post Pavilion	2018 S. Robinson Ave
Bob Hope Pavilion-Will Rogers	NW 36th and Portland
Will Rogers Pavilion (south)	NW 36th and Portland
<b>Police Department</b>	
Bricktown	217 E. Main
Hefner	3924 N.W. 122nd
Santa Fe	9000 S. Santa Fe
Springlake	4116 N. Prospect
Will Rogers	3112 N. Grand
Police HQ	701 Colcord Dr.
Property Mgt.	701 Main St.
EOC	4600 N. MLK
Training Center	800 N. Portland
Pistol Range	8500 S. Air Depot
Helicopter Unit	1401 S. Western
Draper Lake Station	10401 W. Stanley Draper Dr
Hefner Lake Station	4413 S. Lake Hefner Dr
Overholser Lake Station	3201 E. Overholser Dr
911/Communications	715 Robert S. Kerr
616 Building	616 Colcord Dr
City Jail	200 N. Shartel
K-9/Equine	1400 S. Portland
Public Inebriate Alternative	211 N Walnut (current)
Public Inebriate Alternative	
Hathaway Center	3916 S. Lindsay



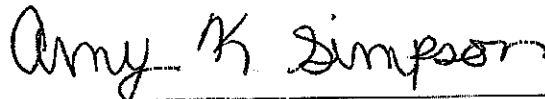
Other	
Cox Convention Center	1 Myriad Gardens
OKC Arena	100 W. Reno
AT&T/Bricktown Ballpark	2 S. Micky Mantel Dr
<i>* does not include buildings owned by Trusts</i>	

THE CITY OF OKLAHOMA CITY  
APPROVAL SHEET  
ADDENDUM NO.1

Request for Proposals for  
Recycling Services at City Facilities

Prepared by:  
THE CITY OF OKLAHOMA CITY  
FINANCE DEPARTMENT/PROCUREMENT SERVICES DIVISION  
100 N WALKER, STE. 100  
OKLAHOMA CITY, OK 73102  
(405) 297-2071

Recommended for Approval



PURCHASING AGENT



## The City of OKLAHOMA CITY

May 3, 2012

### ADDENDUM NO. 1

To: PROSPECTIVE PROPOSERS  
From: Jennifer Gooden, Office of Sustainability Director  
Through: Amy K. Simpson, Purchasing Agent  
Department: Office of Sustainability

\*\*\*\*\*A COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH PROPOSAL\*\*\*\*\*

**The following information and changes are added to the request for proposal:**

- The City of Oklahoma City and its Trusts own approximately 3,800 computers in various stages of their warranties, if still covered under warranty.
- The City of Oklahoma City does not know the current annual volume for recycling at various City facilities. Attachment B of the RFP shows the square footage and number of staff members by location. This information may be useful in calculating the approximate volume by location.
- Polystyrene foam (e.g., Styrofoam) may be added to the list of special materials to be recycled in Attachment A, Section 1.2.3.

#### **SITE VISITS**

Non-mandatory site visits have been scheduled. Attendance is not mandatory; however, this is the only opportunity to participate in a site visit.

#### **Tuesday, May 8, 2012 at 1:00 p.m.**

**Civic Center Music Hall** – Participants should meet in the front lobby of the Civic Center Music Hall promptly at 1:00 p.m. Parking will be validated if participants park in the Sheridan/Walker Parking Garage.

**Downtown Campus Buildings** – Participants will visit 200 N. Walker, 100 N. Walker and 420 W. Main immediately following the Civic Center visit.

#### **Thursday, May 10, 2012 at 1:00 p.m.**

**Central Maintenance Facility** – 3738 SW 15<sup>th</sup> Street – Various Buildings

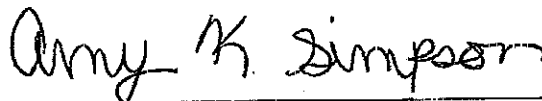
The site visit will begin at the Radio Repair Building located in the southeast corner of the parking lot entering from Portland. Participants should meet at this location at promptly 1:00 p.m.

THE CITY OF OKLAHOMA CITY  
APPROVAL SHEET  
ADDENDUM NO.2

**Request for Proposals for  
Recycling Services at City Facilities**

Prepared by:  
THE CITY OF OKLAHOMA CITY  
FINANCE DEPARTMENT/PROCUREMENT SERVICES DIVISION  
100 N WALKER, STE. 100  
OKLAHOMA CITY, OK 73102  
(405) 297-2071

Recommended for Approval



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PURCHASING AGENT



**The City of  
OKLAHOMA CITY**

May 16, 2012

**ADDENDUM NO. 2**

To: PROSPECTIVE PROPOSERS  
From: Jennifer Gooden, Office of Sustainability Director  
Through: Amy K. Simpson, Purchasing Agent  
Department: Office of Sustainability

**\*\*\*\*\*A COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH PROPOSAL\*\*\*\*\***

**The following information is added to the request for proposal:**

- Phase 2 of the recycling project may include recycling stations on walking trails at various Parks sites. This information is provided in case additional pricing for special receptacles may need to be included in proposals.

**100 N. Walker**

- The building consists of seven floors.
- There is a loading dock on the east side of the building that faces the alley.
- There is not a freight elevator in the building.
- There are approximately ten or twelve 96-gallon recycling bins currently being used for paper. These are stored in the loading dock area. These are picked up one time per week.

**200 N. Walker**

- The building consists of five floors.
- There is not a freight elevator in the building.
- There are approximately seven 96-gallon recycling bins currently being used for paper. These are picked up one time per week.

**420 W. Main**

- The building consists of ten floors.
- There is a freight elevator in the building that goes to every floor except for the 10<sup>th</sup> floor.
- There are approximately fifteen 96-gallon recycling bins currently being used for paper. These are picked up one time per week in the south alley from a centralized location.

- There is also a small container on each floor for recycling aluminum (not currently being picked up).

#### Central Maintenance Facility at SW 15<sup>th</sup> and Portland

- There are six buildings at this location occupied for recycling.
- All buildings have a central location and plenty of room for recycling containers.
- The Radio Shop has specialized recycling needs that may vary from the other buildings and vary in frequency and volume.

#### Civic Center Music Hall

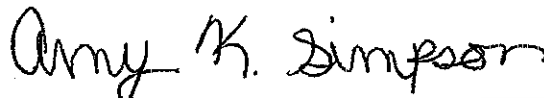
- Recycling is currently centralized in a specific area.
- There is a loading dock on the south side of the Civic Center that can be utilized for picking up recycled materials.
- The Civic Center recycles a lot of colored brochures. These are currently stacked on pallets.

THE CITY OF OKLAHOMA CITY  
APPROVAL SHEET  
ADDENDUM NO. 3

**Request for Proposals for  
Recycling Services at City Facilities**

Prepared by:  
THE CITY OF OKLAHOMA CITY  
FINANCE DEPARTMENT/PROCUREMENT SERVICES DIVISION  
100 N WALKER, STE. 100  
OKLAHOMA CITY, OK 73102  
(405) 297-2071

Recommended for Approval



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PURCHASING AGENT



The City of  
**OKLAHOMA CITY**

May 18, 2012

**ADDENDUM NO. 3**

To: PROSPECTIVE PROPOSERS  
From: Jennifer Gooden, Office of Sustainability Director  
Through: Amy K. Simpson, Purchasing Agent  
Department: Office of Sustainability

\*\*\*\*\*The following change has been made to the RFP\*\*\*\*\*  
**RFP for Recycling Services at City Facilities**

The Proposal submittal deadline has been extended to **Tuesday, June 5, 2012 at 4:00 p.m.**

The Anticipated Schedule of Events referenced in the RFP will move forward by approximately one week due to the extension.



## 1.0 SERVICE PROPOSAL

- a A narrative response describing the project to be completed, including an operations plan that addresses the needs and wished of the city as described in the Scope of Work in Attachment A with a detailed proposal to meet each of the following needs:

i. Assessment and Level of Service.

*Republic Services proposes a recycling plan for the City of Oklahoma City facility buildings that would convert any current recycling program to a "centralized trash" with a desk side single stream recycling program to collect recyclable materials.*

- ii. Collection Containers: Describe collection bins, totes, dumpsters, containers or other equipment that will be provided to the City as part of the proposal, including the percentage of post-consumer recycled material content.

*We will utilize desk side bins for all work stations, offices, and cubicles. We will offer larger receptacles for common areas and break rooms. Based on location specific needs, we will utilize containers ranging from 95 gallon carts to 34 yard self-contained compactor units. Container capacity could change depending on facility usage and or waste audit findings. Please refer to Pricing Section for more details of container sizes and description*

- iii. Collection: Description of proposed collection services, including a list of what are considered contaminants, including paper contaminants for example, food containers, etc

*Contaminants No garbage, no food waste, no food-tainted items (used paper plates, paper towels or paper napkins), no Styrofoam cups/plates, no aerosol cans, propane tanks or helium tanks.*

*Acceptable items: newspaper and newspaper inserts, magazines and catalogs, all junk mail and envelopes, cardboard (break-down boxes), office and school paper (all colors), phone books, cereal and cracker-type boxes, wax coated freezer cartons, ice cream cartons brown paper sacks/bags, aluminum, aluminum foil, steel and tin cans, plastics: #1 thru #7 – bottles, cups plastic food containers, tubs, bowls yogurt cups and butter, whip cream tubs, plastic milk jugs and paper milk cartons plastic bags (from retailers)*



- iv. Transport/Hauling: Description of your process for transporting recycling materials from the central collection totes on each floor to your vehicle for hauling, including the process for replacing the wheeled totes with clean collection totes.

*Republic Services will supply a wheeled cart to transport recyclables from each floor to final collection container (8 Cubic Yard) by the City of OKC. The most economical system would be for the City to utilize container liners for each tote, this would eliminate the need to replace each cart each service date. Republic Services will provide one free cart switch out per year; additional clean collection switch out totes will be offered by Republic Services and the details for this can be found in the pricing section.*

- v. Disposal: Description of your process for disposal and assurance that all materials are recycled.

*All material will be transported to Pioneer Recycling located in OKC, where it will be processed and sold to various mills throughout North America.*

- vi. Waste Audit (Preferred but not required): Describe your methodology for conducting waste audits both prior to service and periodically to ensure assurance of program effectiveness; see Attachment C for a sample waste audit form.

*If awarded the contract, Republic Services would conduct an initial waste audit to ensure current recycling services are being utilized to the fullest. Our Waste audits allow for customized recommendations to our customers for market specific waste conversion solutions. Waste audits would then be conducted again 6 months into the contract to ensure the desired results/participation is being achieved. As additional facilities are added to this contract, waste audits would be performed at that time.*

- vii. Promotion: Summary of how your company can become creatively involved in helping the city encourages its employees at city facilities to increase recycling and generate less waste.

*Republic Services will provide a promotional campaign but will more so provide an overall awareness/educational campaign to help educate/motivate all of the city employees to do their part in recycling. we will provide promotion/education and awareness in the following:*

***Education:** For the details and specifics for the actual recycling program, there would be a recycling expert provided for initial training and establishment of the program's details. This expert will be your single point of contact for all service related requests, management of all promotions, employee education, etc.*

***Kick-off Promotion:** Republic Services would implement a Kick-off promotion where we would partner with the OKC Thunder to offer a motivating prize upon completion*



of the first quarter results. The results would be tabulated off of the volume per employee recycling totals for each site.

*\*Quarterly promotions: Similar to the kick-off promotion, Republic Services would offer quarterly promotions for the city employees to keep the motivations levels for this new recycling program high. We would partner with many different OKC businesses and would offer prizes to the department with the highest volume per employee.*

*\*Quarterly promotions are applicable for year one of the recycling program.*

*Awareness Signs/Posters: Each office cubicle/workstation will have the details of the "do's and don'ts" and the outline of the recycling program. We will place signage/posters in the commons area as well outlining the specifics for the recycling program.*

*Quarterly Newsletter: Republic Services will provide a quarterly newsletter that will contain interesting facts and figures from the world of recycling, a scorecard of what the recycling averages are per department, and the quarterly winner announcement (along with the sponsorship details)*

viii. Reports: Description of the data and information that will be reported to the city

*We will provide a detailed report of volume by site for each month.*

## 2.0 EXPERIENCE AND QUALIFICATIONS

- a. Summary of the proposers experience/history, including number of years in business, with attention to previous experience with provision of recycling services, represented by completed or current services similar to the proposed services.

*\*See attached summary of corporate qualifications*

- b. A list of any documented recognition for environmental excellence for services provided in Oklahoma.

*Finalist for the "Keep Oklahoma Beautiful" 2011 Environmental Excellence Award*

- c. A list of the size, type, and age of the collection vehicles/equipment that will be used to collect recyclables at designated City facilities, noting any alternative fuel capacity.

Unit	Spec - Chassis Make	Mfg Year	Spec - Body Type	Spec - Line of Business
3001-4060 (R/O) 4060Oklahoma CI	Mack	1999	Cable	100 Industrial
3005-4060 (R/O) 4060Oklahoma CI	Mack	2007	Cable	100 Industrial
3006-4060 (R/O) 4060Oklahoma CI	Ford	1998	Cable	100 Industrial



3008-4060 (R/O)	Mack	2007	Cable	100 Industrial
4060Oklahoma Ci				
3009-4060 (R/O)	Mack	1997	Cable	100 Industrial
4060Oklahoma Ci				
3011-4060 (R/O)	Mack	2012	Dualift	100 Industrial
4060Oklahoma Ci				
3013-4060 (R/O)	International	1999	Cable	100 Industrial
4060Oklahoma Ci				
3014-4060 (R/O)	Mack	2012	Dualift	100 Industrial
4060Oklahoma Ci				
3021-4060 (R/O)	International	2000	Cable	100 Industrial
4060Oklahoma Ci				
3119-4060 (R/O)	Mack	2006	Cable	100 Industrial
4060Oklahoma Ci				
3400-4060 (R/O)	Mack	2000	Cable	100 Industrial
4060Oklahoma Ci				
3407-4060 (R/O)	Mack	2006	Cable	100 Industrial
4060Oklahoma Ci				
3411-4060 (R/O)	Volvo	2000	Cable	100 Industrial
4060Oklahoma Ci				
3583-4060 (R/O)	Mack	2005	Cable	100 Industrial
4060Oklahoma Ci				
3589-4060 (R/O)	Mack	2005	Cable	100 Industrial
4060Oklahoma Ci				
3792-4060 (R/O)	Mack	2005	Cable	100 Industrial
4060Oklahoma Ci				
3967-4060 (R/O)	Volvo	2004	Cable	100 Industrial
4060Oklahoma Ci				
3003-4060 (R/O)	Volvo	1998	Cable	101 Industrial
4060Oklahoma Ci				
3406-4065 (R/O)	Mack	2006	Cable	101 Industrial
4060Oklahoma Ci				
3012-4060 (R/O)	Mack	2012	Dualift	102 Industrial
4060Oklahoma Ci				
3643-4060 (R/O)	Mack	1999	Cable	102 Industrial
4060Oklahoma Ci				
1023-4060 (FEL)	Mack	2007	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1040-4060 (FEL)	Mack	2011	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1041-4060 (FEL)	Mack	2011	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1201-4060 (FEL)	Mack	2008	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1202-4060 (FEL)	Mack	2008	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1207-4060 (FEL)	Mack	2006	Resi w/QD Can - FEL	200
4060Oklahoma Ci				Commercial
1219-4060 (FEL)	Mack	2006	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1220-4060 (FEL)	Mack	2006	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1221-4060 (FEL)	Mack	2006	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1265-4060 (FEL)	Mack	2004	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1266-4060 (FEL)	Mack	2004	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1270-4060 (FEL)	Mack	2011	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1271-4060 (FEL)	Mack	2010	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1275-4060 (FEL)	Mack	2006	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1301-4060 (FEL)	Mack	2007	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1369-4060 (FEL)	Mack	2011	Commercial - FEL	200
4060Oklahoma Ci				Commercial
1211-4060 (FEL)	Mack	2010	Commercial - FEL	201
4060Oklahoma Ci				Commercial
1286-4501 (FEL)	Mack	2001	Commercial - FEL	201



4060Oklahoma Ci				Commercial
2297-4060 (FEL)	Mack	2005	Resi Curotto Can-FEL	230 Commercial
4060Oklahoma Ci			Residential - REL	300 Residential
2007-4060 (REL)	Mack	2006	Residential - REL	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2015-4060 (REL)	Mack	2006	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2401-4060 (ASL)	Mack	2007	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2403-4060 (ASL)	Mack	2008	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2404-4060 (ASL)	Mack	2007	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2405-4060 (ASL)	Mack	2008	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2407-4060 (ASL)	Mack	2007	Automated Side Load	300 Residential
4060Oklahoma Ci			Automated Side Load	300 Residential
2413-4060 (ASL)	Mack	2008	Residential - REL	301 Residential
4060Oklahoma Ci			Residential - REL	302 Residential
2116-4060 (REL)	Sterling	2004	Residential - REL	302 Residential
4060Oklahoma Ci			Residential - REL	302 Residential
2017-4060 (REL)	Sterling	2006	Residential - REL	302 Residential
4060Oklahoma Ci			Residential - REL	302 Residential
2018-4060 (REL)	Sterling	2006	Residential - REL	302 Residential
4060Oklahoma Ci			Residential - REL	302 Residential
2197-4060 (REL)	Sterling	2001	Automated Side Load	302 Residential
4060Oklahoma Ci			Residential - REL	302 Residential
2402-4060 (ASL)	Mack	2007	Residential - REL	302 Residential
4060Oklahoma Ci			SEMI TRACTOR	620 Transfer
2978-4060 (REL)	Sterling	2004	SEMI TRACTOR	620 Transfer
4060Oklahoma Ci			Trailer Walking Flo	620 Transfer
6080-4060 (Tractor-5th Wheel)	Mack	2004	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
6081-4060 (Tractor-5th Wheel)	Mack	2004	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
7005-4060 (Trailers)	Steco	1994	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
6079-4060 (Tractor-5th Wheel)	Mack	2003	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
6198-4060 (Tractor-5th Wheel)	Mack	2001	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
6199-4060 (Tractor-5th Wheel)	Mack	2001	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
6904-4060 (Tractor-5th Wheel)	Mack	2003	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
7218-4060 (Trailers)	Steco	2007	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
7262-4060 (Trailers)	Wilkens	2004	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
7275-4060 (Trailers)	Wilkens	2004	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer
7370-4060 (Trailers)	Steco	1993	SEMI TRACTOR	621 Transfer
4060Oklahoma Ci			SEMI TRACTOR	621 Transfer

d. Summary of the proposer's previous experience with education and promotion of recycling services, including a list of all recycling services provided to public entities.

*We have more than 20 years experience developing, cost effective, user friendly recycling solutions to help minimize the amount of sorting our customers have to do*



*We collect materials and process them from many cities and municipalities throughout the United States as part of our more than 4.0 million tons of recycling collected each year.*

*City of Moore – Citizens Drop Off Center  
City of Nichols Hills – Citizens Drop Off Center  
City of Midwest City – Citizens Drop Off Center  
City of Newcastle – Citizens Drop Off Center*

- e. List of five (5) references for services to public entities, including titles and phone numbers.

*\*See attached reference list.*

- f. Information regarding any pending litigation or formal complaints against you.

*None*

### **3.0 PRICING PROPOSAL**

- a. A compensation proposal that includes rates for basic materials and special materials, regular and irregular transport and hauling schedules, materials and equipment, and other services. The proposal should include revenue-sharing if applicable to the proposal, and it should specifically detail all revenue and costs to the city using positive (+) numbers for revenue to the city, negative (-) numbers for cost to the city, a zero if there is neither revenue nor cost to the city and NA if the item is not applicable to the proposal. The proposal may include the following items as well as additional items designated by the proposer:

- i. Price for desk side containers - *\$7.00/each for new bins or for a \$2 we can provide "Recycling Only" decals for your current desk side bins*
- ii. Price for covered wheeled collection totes – *Included in monthly rate*
- iii. Price for covered dumpsters – *Included in monthly rate*
- iv. Price for sensitive document bins with a locking mechanism - *\$35.00 per month Includes 4 consoles serviced once per month. \*Price good for (1) one year – service will be performed by a third party.*
- v. Fluorescent light bulbs/lamps - *Please refer to U-Waste pricing Matrix below*
- vi. Batteries – *Please refer to U-Waste Pricing Matrix below*



U Waste Item	Used for and vols	Description	Prices
4ft MiniSecure	15 T-12's, 32 T-8's	Smaller footprint facilities, such as convenience stores and fast food locations	\$ 41.78
4ft Double Guard small	30 T-12's, 68 T-8's	Smaller footprint facilities, such as convenience stores and fast food locations. Burnout	\$ 44.48
4ft Triple Guard Secure seal Large	68-T-12's, 146 T-8's	Larger footprint facilities such as retail locations. Burnouts. Includes a zip lock bag for added protection.	\$ 99.83
4ft Triple Guard Large	68-T-12's, 146 T-8's	Larger footprint facilities, such as retail locations	\$ 83.63
8ft Double Guard w/poly liner	30 T-12's, 68 T-8's	Any area that has 8ft lamps	\$ 57.98
Compact Box	350 2 pin, 175 4 pin, 106 spiral	Retail facilities for customer returns, commercial facilities using CFL's, restaurants, doctors offices, dentist offices	\$ 74.18
ubend/HID box	43 T-123 75 T-8 55/lbs	U bend, bulbs, circular fluorescents	\$ 84.98
Ballast Bucket	Up to 70/LBS	Maintenance of used ballasts	\$ 98.48
Battery Bucket 3.5g	Up to 70/LBS	Storage, shipping and recycling of spent dry cell batteries	\$ 80.93
Battery Bucket 1g	Up to 50/LBS	Storage, shipping and recycling of spent dry cell batteries	\$ 51.23
Battery Bucket 1/2g	Up to 25/LBS	Storage, shipping and recycling of spent dry cell batteries	\$ 36.38

vii. Compostable Material – *Not available at this time*

viii. Price for shredding sensitive documents – *Included in above charge.*

ix. Price for recycling electronic waste (e-waste) – *57 per pound \*Price good for (1) one year – service will be performed by a third party.*

x. Price for other equipment included in proposal (e.g. balers, compactors) if applicable – *Price will vary per location per exact needs.*

xi. Charge for collection (factors may include weight/volume of materials, frequency of pickup, location of containers, facility) this may be itemized to illustrate specific costs, such as transportation charge per mile, if necessary.

City Hall 200 N Walker - (1) 8 Cubic Yard Front Load Container serviced (2) days per week

Civic Center 201 N Walker - (1) 8 Cubic Yard Front Load Container serviced every other week

100 N Walker - (1) 8 Cubic Yard Front Load Container serviced (2) days per week

420 West Main - (2) 8 Cubic Yard Front Load Containers serviced (5) days per week

Central Maintenance - (1) 8 Cubic Yard Front Load Container serviced (2) days per week

\*\*Floor to floor cart service can be negotiated once contract is established; volumes are too unknown at this time.

8 Yard	EOW	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek
Base Rate	\$46.62	\$72.57	\$124.47	\$176.37	\$228.27	\$280.17
2 <sup>nd</sup> Container	\$40.92	\$61.17	\$101.66	\$142.16	\$182.65	\$223.15



xii. Charge for cleaning dumpsters – *Cart Switch Out* - \$25 trip fee plus \$10 per cart

xiii. Revenue sharing for the city, as percentage or fixed price per ton – *Percentage based model.*

*Material Value Index less processing of \$60 per ton then 50/50 split between Republic Services and the City of OKC in year 1. Year 2 rebate (if City achieves at least 10 tons per month) will be \$60 per ton processing and a 70/30 split*

*Example: Material Value Index = \$140 less \$60 processing = \$80\*70% = \$56 rebate to the City of OKC per ton*

*Example of Volume: An average 8 Cubic Yard Front Load Container serviced once per week will produce 30-35 pounds per yard x 8 = 260 per dump x 4.33 dumps per month = 1126 pounds per month / 2000 = 56 tons x (\$140 - \$60 split 70/30) = \$31.52 in rebate per ton year 2.*

*\*50/50 split in year 1 = \$22.40 in rebate per ton.*





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## **Republic Services, Inc.**

*Statement of Corporate Qualifications Submitted to:*

### **City of Oklahoma City**

*in response to*

### **RFP – Recycling Services City Buildings**

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## **Company Identification and Contact Information**

### **Local Company Identification**

Name of Division: Republic Services of Oklahoma City

Contact Person: Carrie Miller

Title: Municipal Services Manager

Office Address: 7540 SW 59<sup>th</sup>  
Oklahoma City, OK 73179

Telephone: 405-745-4284 ext 126

Fax: 405-745-4144

E-mail Address: cmiller7@republicservices.com

### **Corporate Information**

Name of Company: Republic Services, Inc.

Contact Person: Dan Jameson

Title: Vice President - Municipal Services

Corporate Office Address: REPUBLIC SERVICES, INC  
18500 North Allied Way  
Phoenix, AZ 85054

Telephone: 480-627-2700

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## **Ratings, Codes and Identification Numbers**

Dun & Bradstreet Rating:      Dun's Identification Number: 02-013-8298

U.S. Department of Labor

Occupational Safety and Health Administration  
Standard Industrial Classification (SIC) Code - 4953 (Sanitary Services/Refuse  
Systems)

Federal Employee Identification Number: 65-0716904

North American Industry Classification System:

The North American Industry Classification System (NAICS, pronounced Nakes) was developed as the standard for use by federal statistical agencies in classifying business establishments for the collection, analysis, and publication of statistical data related to the business economy of the U.S. NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the old SIC system.

NAICS Codes applicable to Republic Services, Inc.:

Primary:  
Solid waste landfills combined with collection and/or hauling of waste materials:  
562212

Secondary:  
Solid waste collection: 562111  
Material Recovery Facilities: 562920  
Other non-hazardous waste treatment and disposal: 562920

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## **Republic Services, Inc.**

The following is a detailed description of Republic Services, Inc., including its purpose, history, operating strategy and ownership.

### **Purpose Statement**

The purpose of Republic Services is:

- To establish ourselves as a company where the best people come to work devoted to meeting the needs of our customers every day.
- To consistently operate and vigorously grow our business with integrity and a commitment to the “Republic Way.”
- To deliver total waste stream solutions and provide environmental confidence for Republic’s customers while doing our part in stewardship of our planet’s resources.
- To create sustainable economic value for all Republic stakeholders.

### **Company Overview**

Republic Services is the second largest provider of services in the domestic non-hazardous solid waste industry as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 348 collection companies in 40 states and Puerto Rico. We own or operate 204 transfer stations, 193 active solid waste landfills and 76 recycling facilities. We also operate 73 landfill gas and renewable energy projects. We were incorporated as a Delaware corporation in 1996.

Our operations are national in scope, but the physical collection and disposal of waste is very much a local business; therefore, the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we can drive greater overall operating efficiency across the Company, while maintaining day-to-day operating decisions at the local level, closest to the customer. We implement this strategy through an organizational structure that groups our operations within a corporate, region and area structure. We manage our operations through four geographic operating segments which

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are also our reportable segments: Eastern, Midwestern, Southern and Western. The boundaries of our operating segments may change from time to time. Each of our regions is organized into several operating areas and each area contains multiple operating locations. Each of our regions and substantially all our areas provide collection, transfer, recycling and disposal services. We believe this structure facilitates the integration of our operations within each region, which is a critical component of our operating strategy. It also allows us to maximize the growth opportunities in each of our markets and to operate the business efficiently, while maintaining effective controls and standards over operational and administrative matters, including financial reporting.

During the past several years, we supported our internal growth strategy with our presence in markets with higher than average population growth. We believe our presence in these markets positions us to experience growth at rates that are generally higher than those of declining population growth.

Republic serves millions of residential customers under terms of contracts with more than 2,800 municipalities for waste collection and residential services.

Municipal Contracts	+	2,800
Residential Customers:	+	12,000,000
Commercial Customers:	+	1,000,000

Since incorporation, Republic Services has been committed to the essential components of integrated solid waste management services: collection, recycling, composting, transfer and disposal. Each division of Republic Services is dedicated to preserving the environment while providing the most cost-effective programs for solid waste collection and disposal.

Republic Service has broad expertise in the waste management field, derived from a diverse array of hauling, transfer, recycling and disposal operations. Very few companies can equal the operational capabilities, financial stability, capital resources, broad experience, geographic dispersion, integrated infrastructure or transfer expertise that Republic Services brings to a project

## **Operations**

Our operations primarily consist of the collection, transfer and disposal of non-hazardous solid waste.

**Collection Services.** We provide solid waste collection services to commercial, industrial, municipal and residential customers through 348 collection companies. In 2010, 76.2% of our revenue was derived from collection services. Within the collection line of business, 35% of our revenue is from services provided to municipal and residential customers, 40% is from services provided to commercial customers, and 25% is from services provided to industrial and other customers.

Our residential collection operations involve the curbside collection of refuse from small containers into collection vehicles for transport to transfer stations or directly to landfills. Residential solid waste collection services are typically performed under contracts with municipalities, which we generally secure by competitive bid and which give us exclusive rights to service all or a portion of the homes in the respective municipalities. These contracts, or franchises, usually range in duration from one to five years, although some of our exclusive franchises are for significantly longer periods. Residential solid waste collection services may also be performed on a subscription basis, in which individual households contract directly with us. The fees received for subscription residential collection are based primarily on market factors, frequency and type of service, the distance to the disposal facility and the cost of disposal. In general, subscription residential collection fees are paid quarterly in advance by the residential customers receiving the service.



In our commercial and industrial collection operations, we supply our customers with waste containers of varying sizes. We also rent compactors to large waste generators. Commercial collection services are generally performed under one- to three-year service agreements, and fees are determined by considerations such as market factors, collection frequency, type of equipment furnished, the type and volume or weight of the waste collected, transportation costs, the distance to the disposal facility and the cost of disposal.

We also provide waste collection services to industrial and construction facilities on a contractual basis with terms ranging from a single pickup to one year or longer. Our construction services are provided to the commercial construction and home building sectors. We collect the containers or compacted waste and transport the waste either to a landfill or a transfer station for disposal.

We also provide recycling services in certain markets. These services include the curbside collection of residential recyclable waste and the provision of a variety of recycling services to commercial and industrial customers.

**Transfer and Disposal Services.** We own or operate 204 transfer stations. We deposit waste at these transfer stations, as do other private haulers and municipal haulers, for compaction and transfer to trailers for transport to disposal sites or recycling facilities. In 2010, transfer and disposal services accounted for 18.2% of our revenue.

As of December 31, 2010, we owned or operated 193 active landfills, which had approximately 36,000 permitted acres and total available permitted and probable expansion disposal capacity of approximately 4.7 billion in-place cubic yards. The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations, and our ability to successfully renew operating permits and obtain expansion

permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at a certain number of our landfills. However, we cannot assure you that all proposed or future expansions will be permitted as designed.

**Landfill Gas and Renewable Energy Projects.** Republic has a total of 73 active landfill gas to energy (LFGTE) projects. These projects consist of the following:

- 51 electric plants fueled by landfill gas;
- 14 medium British Thermal Unit (BTU) plants providing landfill gas to industrial users to be burned as fuel;
- six high BTU plants that provide pipeline quality natural gas that ultimately could be used to fuel our natural gas fleet, and
- two projects that burn landfill gas to evaporate leachate.

The beneficial use of landfill gas provides our economy and environment with significant benefits, including:

- the use and destruction of methane, a potent greenhouse gas, which reduces air pollution; and
- the use of landfill gas offsets the use of fossil fuels, thus reducing our dependence on foreign oil and use of our natural resources

Our 51 generating projects produce 321 megawatts of electricity annually, which is enough power to supply the electric needs of 189,530 homes. Our 22 other LFGTE projects process and produce 55,950 cubic feet per minute of landfill gas annually, which provides an energy

benefit equivalent to heating 190,151 homes. The environmental benefit of all of our projects removes the equivalent of 950,434 tons of methane emissions and 2,346,535 tons of carbon dioxide emissions from the atmosphere. This is equivalent to removing the emissions of approximately 3.9 million cars from our highways.

One of the two new projects, a medium BTU use project at our Newton County Landfill, received the USEPA 2010 Project of the Year award.

We currently are in the design and construction phase for projects at nine landfills, which is comprised of seven electric plants, one medium BTU plant and one high BTU plant. The high BTU project, announced in the fall of 2010, will feature an industry first process of producing high BTU pipeline quality gas and using that gas to provide equivalent renewable compressed natural gas (CNG) to a portion of our expanding fleet of CNG refuse vehicles.

***Recycling Facilities and Other Services.*** We own or operate 76 materials recovery facilities and other recycling operations. These facilities sort recyclable paper, aluminum, glass and other materials. Most of these recyclable materials are internally collected by our residential collection operations. In some areas, we receive commercial and industrial solid waste that is sorted at our facilities into recyclable materials and non-recyclable waste. The recyclable materials are salvaged, repackaged and sold to third parties, and the non-recyclable waste is disposed of at landfills or incinerators.

***Customers*** We provide services to commercial, industrial, municipal and residential customers. No one customer has individually accounted for more than 3% of our consolidated revenue or of our reportable segment revenue in any of the last three years.

## **Background and History**

Republic Services has been a publicly traded company since July 1, 1998. Our history dates back to the early 1990's when Republic Waste Industries was formed to consolidate a series of regional waste collection companies. The name was changed to Republic Industries and subsequently acquired businesses in several industries, including automotive dealerships and car rental businesses in addition to more than 100 non-hazardous solid waste companies.

Republic Services, Inc. was incorporated as a Delaware corporation on December 21, 1996.

In 1998, Republic Industries changed its name to AutoNation. That same year, AutoNation separated its non-hazardous solid waste services division from its other businesses by forming Republic Services, Inc., which completed an initial public offering of shares of common stock. Republic Services, Inc. began trading on the New York Stock Exchange under the ticker symbol "RSG" on July 1, 1998.

In 1999, AutoNation sold its remaining interest in Republic Services, Inc. in a secondary public offering. Republic Services continues to enjoy strong growth by offering customers quality services.

Republic Services experienced strong and dramatic growth from 1998 to 2008. In 2008, Republic Services acquired Allied Waste Industries to create a leader in the field of environmental protection and solid waste management.

As a result of our acquisition of Allied, Republic committed to a restructuring plan related to our corporate overhead and other administrative and operating functions. The plan included closing our corporate office in Florida, consolidating administrative functions to Arizona, the former headquarters of Allied, and reducing staffing levels

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We believe that our merger with Allied created a strong operating platform that will allow us to continue to provide quality service to our customers.

## Company Timeline

- 1991** *Republic Waste Industries* is incorporated in the State of Delaware in June.
- 1995** *Republic Waste Industries* has annual revenue of approximately \$48 Million. Wayne Huizenga joins Republic and renames the Company *Republic Industries, Inc.*
- 1996** Company expands its business focus to include retail auto sales and car rental. The solid waste portion of the business experiences tremendous growth through acquisitions. Some of the key acquisitions were: J.C. Duncan Company; Garbage Disposal Service, Inc.; Fennell Container Co., Inc.; United Waste Service, Inc.; Southland Environmental Services, Inc. and Hudson Management Corporation. The automotive portion of the business also experiences rapid growth.
- 1998** *Republic Industries* changes its name to *AutoNation*. That same year, AutoNation spins off the solid waste operations from its other businesses by forming *Republic Services, Inc.* Republic Services has an initial public offering and begins trading on the New York Stock Exchange (NYSE) under the ticker symbol "RSG" on July 1, 1998. At the time, the IPO it is the fourth largest offering in the history of the NYSE.
- 1999** USA Waste acquires Waste Management and is required to divest solid waste operations throughout the United States. Republic Services acquires multiple landfills, hauling operations and transfer stations following the merger of USA Waste and Waste Management.
- Republic is now the third largest company in the domestic solid waste industry and widely viewed as the most financially sound. The Company employs 12,700 dedicated people and continues its focus on strong external and internal growth.
- 2000** Republic works to integrate newly acquired operations and launches safety and operational initiatives to enhance efficiency and overall safety performance at Republic.
- 2003** The Company remains focused on improving operations.

- 2006** Forbes names Republic Services, Inc. to the magazine's Platinum 400 – a list of the Best Big Companies in America. The Company employs 13,000 people as December 31, 2005 and records annual revenue of \$3 billion.
- 2007** Institutional Investor magazine names Republic Services as one of the Most Shareholder Friendly companies in the environmental services industry.
- 2008** On December 5, 2008, Republic Services completes a merger with Allied Waste Industries to form the 2<sup>nd</sup> largest environmental services firm in North America. The Company has operations in 40 states and Puerto Rico.
- 2009** Republic Services merges operations with Allied Waste Industries. The Company reports annual revenue of \$8.2 billion.

## Corporate Strategy

Republic Services has experienced unprecedented growth in recent years. This stems from a corporate strategy that cultivates growth through partnerships. One such partnership involves working with municipalities to address their solid waste issues in a timely and cost-effective manner. Cost-conscious, reform-minded administrations, as well as fiscally stressed local governments, are turning to the private sector for a variety of waste management solutions.

Republic Services is able to step into the waste management process at any point, without the expense of subcontracting. Operating in full compliance with regulatory requirements, Republic Services can offer the highest levels of operational expertise and financial assurances required by government entities.

As a result of our expertise and capabilities, Republic Services manages over 2,800 municipal contracts in which the Company provides a wide variety of waste collection and recycling services. These contracts provide an important track record for Republic Services in pursuing additional partnerships throughout the United States

Our operation is organized into four regions whose boundaries may change from time to time: East, South, Central and West. Each region is organized into several operating areas and each area contains a group of operating locations. Each of our regions and substantially, all our areas, provide collection, transfer, recycling and disposal services. We believe that this organizational structure facilitates the integration of our operations within each region, which is a critical component of our operating strategy.

## **Operating Strategy**

We seek to leverage existing assets in order to fulfill our mission and exceed our customers' highest expectations. Our operating strategy to accomplish this goal is to:

- utilize the extensive industry knowledge and experience of our executive management,
- utilize a decentralized management structure in overseeing day-to-day operations,
- integrate waste operations,
- improve operating margins through economies of scale, cost efficiencies and asset utilization,
- achieve high levels of customer satisfaction, and
- Utilize systems to improve consistency in financial and operational performance.

**Decentralized Management Structure.** We maintain a relatively small corporate headquarters staff, relying on a decentralized management structure to minimize administrative overhead costs and to manage our day-to-day operations more efficiently. Our local management has extensive industry experience in growing, operating and managing solid waste companies and has substantial experience in their local geographic markets. Each regional management team includes a senior vice president of operations, vice president controller, vice president of human resources, vice president of sales, vice president of operations support, director of safety, director of engineering and environmental management, and director of market planning and development. We believe that our strong regional

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management teams allow us to more effectively and efficiently drive our initiatives and help ensure consistency throughout our organization. Our regional management teams and our area presidents have extensive authority, responsibility and autonomy for operations within their respective geographic markets. We believe we have one of the lowest turnover levels in the industry for our local management teams. As a result of retaining experienced managers with extensive knowledge of and involvement in their local communities, we are proactive in anticipating our customers' needs and adjusting to changes in our markets. We also seek to implement the best practices of our various regions and areas throughout our operations to improve operating margins.

**Integrated Operations.** We seek to achieve a high rate of internalization by controlling waste streams from the point of collection through disposal. We expect that our fully integrated markets generally will have a lower cost of operations and more favorable cash flows than our non-integrated markets. Through acquisitions and other market development activities, we create market-specific, integrated operations typically consisting of one or more of our collection companies, transfer stations and landfills. We consider acquiring companies that own or operate landfills with significant permitted disposal capacity and appropriate levels of waste volume. We also seek to acquire solid waste collection companies in markets in which we own or operate landfills. In addition, we generate internal growth in our disposal operations by developing new landfills and expanding our existing landfills from time to time in markets in which we have significant collection operations or in markets that we determine lack sufficient disposal capacity.

**High Levels of Customer Satisfaction.** Our goal of maintaining high levels of customer satisfaction complements our operating strategy. Our personalized sales process is oriented towards maintaining relationships and ensuring that service is being properly provided.

**Sales and Marketing.** We seek to provide quality services that will enable our Company to maintain high levels of customer satisfaction. We derive our business from a broad customer

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base, which we believe will enable our Company to experience stable growth. We focus our marketing efforts on continuing and expanding business with existing customers, as well as attracting new customers. We employ approximately 500 sales and marketing employees. Our sales and marketing strategy is to provide high-quality, comprehensive solid waste collection, recycling, transfer and disposal services to our customers at competitive prices. We target potential customers of all sizes, from small quantity generators to large "Fortune 500" companies and municipalities.

Most of our marketing activity is localized in nature. However, we also operate an extensive national accounts program in response to our customers' needs.

**Ownership**

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

**Ownership beyond five percent**

The following table shows certain information as of December 31, 2010 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5% of our outstanding common stock:

Name of Owner	Number of Shares	Percent
Cascade Investment, LLC	56,754,169	14.8
The Blackstone Group	21,575,770	5.6

No other individual or entity owns more than 5 percent of the Company.

**Credit**

Republic Services, Inc. has "investor grade" rating.

No creditor is owed a debt greater than 10 percent of the Company's total assets.

## **Employees**

We employed approximately 30,000 full-time employees, approximately 27% of whom were covered by collective bargaining agreements. From time to time, our operating locations may experience union organizing efforts. We have not historically experienced any significant work stoppages. We currently have no disputes or bargaining circumstances that we believe could cause significant disruptions in our business. Our management believes that we have good relations with our employees.

## **Management Team**

Republic has the most experienced executive management teams in the solid waste industry. The corporate officers with responsibility for our operations have an average of more than 25 years of management experience in the solid waste industry. Our regional senior vice presidents and our area presidents have an average of 20 years of experience in the industry.

The following is a summary of experiences for select members of our management team.

### **Donald W. Slager, President and Chief Executive Officer**

On January 1, 2011, Don Slager was named president and chief executive officer of Republic Services. Don served as president and chief operating officer of Allied Waste from 2005 to 2008 and assumed the same position with Republic Services as the result of the merger of Allied Waste and Republic in December 2008. Don was executive vice president and chief operating officer of Allied Waste between June 2003 and December 2004. Don also served as senior vice president - operations between December 2001 and June 2003; vice president - operations from February 1998 to December 2001; assistant vice president - operations from June 1997 to February 1998; and regional vice president of the West Region from June 1996 to June 1997.

Don served as district manager for the Chicago Metro District between 1992 and 1996. Before Allied's acquisition of National Waste Services in 1992, he served at National Waste Services as general manager from 1990 to 1992 and in other management positions beginning in 1985. Don began his career in the waste industry in 1980 working for Waste Management, Inc. He has completed the Northwestern University Kellogg School Advanced Executive Program and holds a certificate from the Stanford University Board Consortium Development Program.

**Tod Holmes, Executive Vice President and Chief Financial Officer**

Tod Holmes has served as the chief financial officer of Republic Services, Inc. since 1998. For six consecutive years since 2004, Tod has received the Best CFO Award from Institutional Investor magazine in the Environmental Services category.

Prior to Republic, Tod served in various positions with Browning Ferris, Inc. (BFI), including vice president, Investor Relations; divisional vice president, Collection Operations; assistant corporate controller and regional controller.

Prior to BFI, Tod served in various executive capacities with Compagnie General de Geophysique (CGG), a leading Paris-based energy service contractor and manufacturer. Previously, he was a member of the management team in KPMG Peat Marwick's Denver office. Tod holds a master of business administration degree in finance and accounting and a bachelor of science in business administration degree in economics from the University of Denver in Colorado.

**Brian Bales, Executive Vice President, Business Development**

Brian Bales was named executive vice president, business development at Republic Services in December 2008 as a result of the merger of Republic and Allied Waste. Brian served as vice president corporate development at Republic Services from December 1998 to the time of the merger. Prior to joining Republic, Brian held various management positions with Ryder System, Inc. between 1993 and 1998 including director of finance, senior manager of strategic planning and development, and manager of financial planning and analysis.

From 1988 to 1993, Brian served as chief financial officer of a group of television production and post production companies. Brian was a staff accountant in Price Waterhouse's Entrepreneurial Business Services practice from 1986 to 1988. Brian holds a Bachelor of Arts degree in business administration, majoring in accounting, from the University of Tennessee and is a Certified Public Accountant.

**Michael P. Rissman, Executive Vice President, General Counsel and Corporate Secretary**

Mike was named executive vice president, general counsel and corporate secretary of Republic Services in August 2009. Prior to that, he was appointed acting general counsel and corporate secretary of Republic Services in March 2009. He joined Allied Waste as vice president and deputy general counsel in 2007, and he took these same positions at Republic after our merger with Allied Waste in 2008.

Prior to joining Allied Waste, Mike was a partner at Mayer, Brown, Rowe & Maw, LLP, in Chicago. During his 17 years with Mayer Brown, he built a national litigation, transactional, and regulatory practice, which included managing a variety of solid and hazardous waste matters for a number of clients.

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Mike began his law career in 1986 when he served as law clerk to U.S. District Judge Prentice Marshall in Chicago. Next, he worked as an associate at Wilmer, Cutler & Pickering in Washington, DC, before joining Mayer Brown.

Mike earned his A.B. from Harvard University, graduating magna cum laude in economics, and his J.D. with honors from the University of Chicago Law School.

**Jeff Hughes, Executive Vice President, Human Resources**

Jeff Hughes has served as executive vice president, human resources of Republic Services since December 2008. He leads activities related to organizational effectiveness, reward and recognition systems, management development, succession planning, labor and employee relations, and occupational safety.

Prior to the Republic merger with Allied Waste Industries, Jeff worked 18 years for Allied holding various leadership positions in both the field organization and at the corporate headquarters, culminating with senior vice president for eastern operations in 2004. Previously, Jeff was the assistant vice president of operations support at the Allied Waste corporate headquarters in Scottsdale, Arizona.

Jeff grew up in Kenosha, Wisconsin, and attended Ripon College where he earned a bachelor's degree in politics and government.

**Chris Synek, Executive Vice President, Marketing and Sales**

Chris Synek was named executive vice president, marketing and sales in January 2011. He has served as senior vice president, South region, Republic Services since 2008. Chris has more than 13 years of marketing and sales experience. He began his career in the waste

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industry with Allied Waste in 2005 as senior vice president of Southern Operations, a position he held at the time of the December 2008 merger with Republic Services.

Prior to being hired by Allied in September 2005, Chris was a vice president of Cintas Corporation, one of the nation's leading uniform service companies. In this role, he ran the operations group for a number of states in the South. Prior to that position he was the vice president of sales. Chris worked for Cintas Corporation for seventeen years, working his way up from a management trainee.

In addition to being active in the community, Chris is often a featured speaker at universities and colleges on various topics. Chris earned a bachelor of business administration with an emphasis on marketing from Texas Tech University in Lubbock.

**Jeffrey D. Andrews, Senior Vice President – Operations, West Region**

Jeff Andrews has served as senior vice president Western Region for Republic Services since the Allied Waste/Republic Services merger in December 2008. He held that same position for Allied Waste Services since 2005. In this position, he is responsible for \$1.6 billion in revenues in the western states of Washington, Oregon, Idaho, Montana, California, Arizona, Utah and Colorado. The region has over 5,000 employees which includes a region staff of twenty. Jeff joined Allied Waste in 2000 and prior to senior vice president, Jeff was a district manager, regional vice president, and area vice president.

Before joining Allied, Jeff was at Waste Control Systems in Oregon for 25 years where he helped to build a company with annual revenue of \$75 million before it was sold to Allied. Jeff holds a Bachelor of Arts degree in business from Oregon State University.

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**Ronald R. Krall, Senior Vice President – Operations, East Region**

Ron Krall has served as senior vice president, Republic's East Region, since January 2003. Ron began his career with Republic Services in 1999 when he joined Consolidated Services, a subsidiary of Republic Services, in Los Angeles, California, as vice president of sales and marketing. He was subsequently promoted to vice president and general manager, prior to accepting the role of area president in October 2000. In January of 2003, Ron accepted the regional vice president's position in Virginia as an officer of the Company responsible for the operations in six states in the Northeast.

Ron graduated from Canisius College in Buffalo, New York with a Bachelor of Science degree in business administration (accounting major) in 1984. Ron has been in the waste industry for 23 years: 13 years with BFI and 10 with Republic Services, Inc. He has been employed in positions of significant responsibility for affiliates of Browning Ferris Industries and Republic Services since January 1986.

**Jack Perko, Senior Vice President - Operations, Midwest Region**

Jack Perko was named senior vice president, Midwest Region, in the fall of 2010, where he is responsible for operations in 11 states. This region represents \$2.8 billion in revenue for the Company, with more than 6,800 employees.

In 2005 Jack joined Allied Waste Industries as area president for the Atlanta, Georgia market. As a result of the merger between Allied Waste and Republic Services, Jack expanded his leadership responsibilities to operations throughout Georgia, Alabama and Tennessee. Jack served as region vice president of the Southwest Region for Republic Services from 2000 to 2004. Prior to that, Jack was named area president of North Carolina operations for Republic Services in 1999. In the late 1980's, Jack began his career in the waste industry working for the Hudson Companies and held various management positions throughout the state of Florida. In 1995, the Hudson Companies merged with Republic Waste Industries.



Jack earned a Bachelor of Arts degree in Public Administration from the University of Central Florida in Orlando, Florida. He earned his Master's of Science degree in Business Administration from the Florida Institute of Technology in Melbourne, Florida.

**Robert Boucher, Senior Vice President – Operations, South Region**

Bob Boucher was named senior vice president, South Region in January 2011. Bob has a 20-year career in the waste industry. He began working for Republic Services in June 2010 as the area president for the Houston area. He served as president and CEO of Synagro, a position he held for eight years. Prior to that, Bob worked for Allied Waste from 1997 to 2002, in positions such as district manager and regional vice president.

He worked for Waste Management from 1994 to 1997 and for American Waste Systems from 1989 to 1994, advancing quickly up the ranks in both companies. Among his many roles were: division manager, operations manager, general manager and division president.

Among his volunteer activities, Bob serves on the board of The Joshua Tree Foundation, a non-profit organization. Bob earned his post-graduate degree from Maine's Bridgeton Academy in 1984.

**William Flower, Senior Vice President, Communications**

Will Flower was named vice president, corporate communications of Republic Services in January 2000. He is responsible for both internal and external communications of the Company. Will joined Republic Services in 1999 and served as the general manager of operations in New York City. The following year he moved to the corporate office to serve as the chief communications officer for Republic Services, Inc.

Will has 26 years of experience in the area of solid waste management and environmental protection. He has worked in the Director's Office of the Illinois Environmental Protection Agency, and later for Waste Management, Inc. in the Midwest states. Eventually, Will moved to New York City where he was involved in acquisitions, the development of transfer stations, municipal marketing, and communications. Will has a Bachelor of Science degree from Bradley University, Peoria, Illinois, and a master's degree in public administration from the University of Illinois - Springfield, Illinois.

**Gary Sova, Senior Vice President, National Accounts**

Gary Sova joined Republic Services, Inc. in 2002 as vice president of marketing and sales. He is responsible for direction and support for all areas of revenue development and management within the sales organization. While serving as vice president of marketing and sales for Republic, Gary has led the development and standardization of sales compensation, reporting, prospect management, training, and marketplace sales planning. He created the *Chairman's Club*, a sales recognition program that recognizes the top 5% of sales performers. He also introduced the quality customer service model, called *CustomerFirst*, which today is in place at all Republic operating divisions.

Prior to joining Republic, Gary enjoyed a successful 15-year career with Browning Ferris Industries (BFI). He started with BFI in 1985 as a sales representative and soon advanced through the management levels of the Company in both sales and operations. He also managed areas of BFI's recycling and medical waste business at both local and senior management levels. Gary attended Southern Illinois University-Edwardsville achieving honors recognition.

**Individuals involved in preparation of the proposal**

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Below is a listing of the personnel who were involved in the preparation of the proposal and a narrative that defines the position, responsibilities, experiences and qualifications that each possesses. It is expected that these employees will be involved in implementing the proposal by Republic Services, Inc.

**Jack Perko, Senior Vice President - Operations**

*Role in preparing proposal:* Assisted in concept development and preparation of the submittal to the RFP.

*Role during implementation:* Responsible for all of Republic Services, Inc.'s operations in the Midwest Region.

**Jeff Kintzle, Area President**

*Role in preparing proposal:* Assisted in concept development and preparation of the RFP. Also oversaw the financial aspects of the RFP.

*Role during implementation:* Responsible for all of Republic Services, Inc.'s operations in Western MO/OK. Oversees all financial aspects of the project.

**Sean Steves, General Manager**

*Role in preparing proposal:* Assisted in concept development and preparation of the RFP. Coordinated all transportation issues and oversaw financial aspects of the RFP.

*Role during implementation:* Responsible for all of Republic Services operations in Central/Western OK. Will oversee all financial and day-to-day aspects of the operation.

**Carrie Miller, Municipal Services Manager**

*Role in preparing proposal:* Assisted in concept development and preparation of the RFP.

*Role during implementation:* Responsible for all facets of communications, community relations and business development.

## **Key Management Team**

The following is a listing of the personnel involved in the preparation of the proposal and a narrative that defines the position, responsibilities, experiences and qualifications that each possess. It is expected that, if selected, these employees will be involved in implementing the proposal by Republic Services, Inc.

- Jack Perko, Senior Vice President – Operations
  - Jeff Kintzle, Area President
  - Heather Morgan, Area Controller
  - Sean Steves, General Manager
  - Chris Koiner, Division Controller
  - Carrie Miller, Municipal Services Manager
  - Mike Weaver, Operations Manager
  - Gary Montgomery, Maintenance Manager
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## **Other Names of Vendor**

Republic Services of Oklahoma, the proposing vendor, has conducted business under the name Republic Services, Inc.

Republic Services of Oklahoma is owned by Republic Services, Inc.

During the preceding ten years, Republic Services, Inc. has conducted business under the following names:

- Republic Industries, Inc
- Republic Services Group
- Republic Waste Industries, Inc.
- Allied Waste Industries, Inc.
- Allied Waste Systems, Inc.

## **Experience and Similar Projects**

### **Collection Operations**

The following section provides information on select solid waste collection and recycling agreements that Republic Services has throughout the United States. Please note that the Company serves more than 2,800 municipal and government customers. This list is by no means comprehensive. It is simply a sampling of some of the municipalities that we serve

### **Transfer Stations**

Successful transfer operations require careful planning, efficient implementation, effective logistics and professional management. This philosophy has made Republic Services one of the nation's most successful waste management firms.

Republic Services provides waste transfer services at 204 locations throughout the United States and Puerto Rico, annually receiving millions of tons of municipal and commercial waste for disposal and recycling. The Company utilizes traditional and specially designed equipment and vehicles to ensure the efficient movement of waste to final disposal locations. A wide variety of transfer stations employ push pits, compactors, enclosed compactor trailers, gravity fed compactor systems, and top-loading open-top trailers. Transfer stations range in size from large urban centers of 6,000 ton-per-day capacity to small rural "green box" stations processing several tons per day.

Republic Services has been designing, constructing and operating municipal waste transfer stations of various sizes and design for almost twenty years. We have transferred millions of tons of municipal and commercial solid wastes to landfills.

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**Landfills**

Republic Services is an industry leader in designing, engineering, building, operating and monitoring of solid waste landfills. Republic Services' landfills are a vital component of an integrated approach to solid waste management. The Company owns or operates 193 active landfills in the U.S. and Puerto Rico. In partnership with communities to preserve valuable resources and extend landfill capacity, Republic provides integrated service incorporating waste reduction, curbside collection, processing and marketing of recyclables, in addition to state-of-the-art landfill management.

**Disposal Facilities**

The proposal from Republic Services, Inc. calls for the utilization of one facility for the disposal of municipal solid waste. The site is:

	Name of Facility	Location	Owner
1	Southeast (OKC) Landfill	7001 S Bryant OKC, OK 73179	Republic Services

## **Other Information**

### **Sustainability and Environmental Responsibility**

Environmental responsibility is our business. It is not one component, it's what we do. We manage materials used by the current generation so that they benefit, and do not harm, future generations. We are working with our customers, vendors and the communities we serve to ensure the protection and improvement of the environment.

Republic Services provides innovative waste solutions that preserve and protect our natural resources. We put this commitment into practice in our communities every day. Our history and investment demonstrate this ongoing commitment to the community.

Our business is also about helping others manage their environmental impact. Our customers want more than efficient collection at the lowest cost. They want help meeting their goals around sustainability and environmental responsibility.

Republic is committed to creating deeper partnerships with all stakeholders and we consider the environment a stakeholder. We work every day to protect and enhance the quality of our environment. We are continually researching, developing and implementing innovative technologies to help us conserve natural resources.

Our operations are national in scope, but the collection, disposal and recycling of waste is a local business. We are committed to helping our customers reach their goals for sustainability through consultation, innovation and environmentally safe waste management practices.

Whether it is capturing solar power from the surface or biogas from below, Republic Services' landfills are helping to move our country one step closer to energy independence.

Republic Services is one of the nation's largest recycling companies. We actively pursue projects that improve the environment and help customers meet their sustainability goals.

## **Leadership in Sustainability**

Republic Services is a leader in sustainability. In our Annual Sustainability Report, we highlight some of the many forward thinking things that we are doing to protect and enhance the environment. Some of the initiatives include:

### **Residential Recycling Conference**

Republic Services is leading the way by organizing the first national residential recycling conference. More than 500 individuals interested in maximizing residential recycling efforts gathered to learn from industry leaders and experts in the field of recycling at the event sponsored by Republic Services and Waste & Recycling News. Delivering serious solutions for serious recyclers, the conference and exhibition focus 100% on the technology and solutions for and business of residential recycling.

### **Earth Day**

Since 1970, much has changed in this country environmentally. Among other things, we are pleased that increased regulation has meant cleaner air, water and land. Our industry, in particular, is tightly regulated and monitored and we are proud that each and every day we provide environmentally responsible solutions for businesses and communities nationwide.

Republic Services celebrates Earth Day as a platform for environmental education and community outreach. All of our field divisions have been given tools and encouraged to host or participate in local Earth Day events. Hundreds of our employees, their family members and friends will work side by side with members of the communities we serve to make a difference for the environment in April.

To learn more about the environmental sustainability efforts of Republic Services and to view Republic's most recent Sustainability Report, visit [republicservices.com/sustainability](http://republicservices.com/sustainability).



## **Associations**

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

- Environmental Industries Association (EIA)
- EIA Women's Council
- National Solid Wastes Management Association (NSWMA)
- Solid Waste Association of North America (SWANA)
- Detachable Container Association (DCA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council

## **Website**

Our corporate website is <http://www.republicservices.com>. We make available on this website, free of charge, access to our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statement on Schedule 14A and amendments to those materials filed or furnished pursuant to Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 as soon as reasonably practicable after we electronically submit such material to the Securities and Exchange Commission.

## **Community Partnerships**

Republic Services is a proud partner with the communities we serve.

Republic Services has developed an effective business plan that specifically calls for communicating with our partner communities. Simply stated, we believe that listening to community concerns and considering community recommendations makes good business

sense. Further, we think that investing in the local community by directing business to local vendors, who can provide competitive quality and price, is a good practice. We also choose to give priority consideration to employing qualified people from the local community.

Mutually beneficial relationships with the communities we serve are a critical measure of success at Republic Services. We are very proud of the commitments that we have made to be a good neighbor.

## **Regulations**

Our facilities and operations are subject to a variety of federal, state and local requirements that regulate the environment, public health, safety, zoning and land use. Permits, such as an operating permit, licenses and other approvals, are generally required for landfills, transfer stations, certain solid waste collection vehicles, fuel storage tanks and other facilities that we own or operate. These permits are subject to revocation, modification and renewal in certain circumstances. Federal, state and local laws and regulations vary, but, in general, govern wastewater or stormwater discharges; air emissions; the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous wastes; and the remediation of contamination associated with the release or threatened release of hazardous substances. These laws and regulations provide governmental authorities with strict powers of enforcement, which include the ability to obtain injunctions and/or impose fines or penalties in the case of violations, including criminal penalties. The U.S. Environmental Protection Agency and various other federal, state and local environmental, public and occupational health and safety agencies and authorities administer these regulations, including the Occupational Safety and Health Administration of the U.S. Department of Labor. We strive to conduct our operations in compliance with all applicable laws and regulations.

**Federal Regulations** The following summarizes the primary environmental, public and occupational health and safety-related statutes of the United States that affect our facilities and operations:

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- The ***Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act***. RCRA and its implementing regulations establish a framework for regulating the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous solid wastes, and require states to develop programs to ensure the safe disposal of solid waste in sanitary landfills.

Subtitle D of RCRA establishes a framework for regulating the disposal of municipal solid waste. Regulations under Subtitle D currently include minimum comprehensive solid waste management criteria and guidelines, including location restrictions, facility design and operating criteria, closure and post-closure requirements, financial assurance standards, groundwater monitoring requirements and corrective action standards, many of which had not commonly been in effect or enforced in the past in connection with municipal solid waste landfills. Each state was required to submit to the U.S. EPA a permit program designed to implement Subtitle D regulations by April 9, 1993. All of the states in which we operate have implemented permit programs pursuant to RCRA and Subtitle D. These state permit programs may include landfill requirements which are more stringent than those of Subtitle D.

All of our planned landfill expansions or new landfill development projects have been engineered to meet or exceed Subtitle D requirements. Operating and design criteria for existing operations have been modified to comply with these new regulations. Compliance with Subtitle D regulations has resulted in increased costs and may in the future require substantial additional expenditures in addition to other costs normally associated with our waste management activities.

- The ***Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended***. CERCLA, among other things, provides for the cleanup of sites from which there is a release or threatened release of a hazardous substance into the environment. CERCLA may impose strict, joint and several liability for the costs of cleanup and for damages to natural resources upon current owners and operators of the site, parties who were owners or operators of the site at the time the hazardous substances were disposed of, parties who transported the hazardous substances to the site and parties who arranged for the disposal of the hazardous substances at the site. Under the authority of CERCLA and its implementing regulations, detailed requirements apply to the manner and degree of investigation and remediation of facilities and sites where hazardous substances have been or are threatened to be released into the environment

Liability under CERCLA is not dependent upon the existence or disposal of only "hazardous wastes" but can also be based upon the existence of small quantities of more than 700 "substances" characterized by the U.S. EPA as "hazardous," many of which may be found in common household waste.

Liability under CERCLA is not dependent upon the intentional disposal of hazardous wastes or hazardous substances. It can be founded upon the release or threatened release, even as a result of unintentional, non-negligent or lawful action, of thousands of hazardous substances, including very small quantities of such substances. Thus, even if our landfills have never knowingly received hazardous wastes as such, it is possible that one or more hazardous substances may have been deposited or "released" at our landfills or at other properties which we currently own or operate or may have owned or operated. Therefore, we could be liable under CERCLA for the cost of cleaning up such hazardous substances at such sites and for damages to natural resources, even if those substances were deposited at our facilities before we acquired or operated them. The costs of a CERCLA cleanup can be very expensive. Given the difficulty of obtaining insurance for environmental impairment liability, such liability could have a material impact on our business and financial condition.

- **The *Federal Water Pollution Control Act of 1972, as amended***. This Act regulates the discharge of pollutants from a variety of sources, including solid waste disposal sites, into streams, rivers and other waters of the United States. Point source runoff from our landfills and transfer stations that is discharged into surface waters must be covered by discharge permits that generally require us to conduct sampling and monitoring, and under certain circumstances, reduce the quantity of pollutants in those discharges. Storm water discharge regulations under this Act require a permit for certain construction activities and discharges from industrial operations and facilities, which may affect our operations. If a landfill or transfer station discharges wastewater through a sewage system to a publicly-owned treatment works, the facility must comply with discharge limits imposed by that treatment works. In addition, states may adopt groundwater protection programs under this Act or the Safe Drinking Water Act that could affect solid waste landfills. Furthermore, development which alters or affects wetlands must generally be permitted prior to such development commencing, and certain mitigation requirements may be required by the permitting agencies.
- **The *Clean Air Act, as amended***. The Clean Air Act imposes limitations on emissions from various sources, including landfills. In March 1996, the U.S. EPA promulgated regulations that require large municipal solid waste landfills to install landfill gas monitoring systems. These regulations apply to landfills that commenced construction, reconstruction or modification on or after May 30, 1991, and, principally, to landfills that can accommodate 2.5 million cubic meters or more of municipal solid waste. The regulations apply whether the landfill is active or closed. The date by which each affected landfill is required to have a gas collection and control system installed and made operational varies depending upon calculated emission rates at the landfill. Many state regulatory agencies also currently require monitoring systems for the collection and control of certain landfill gas. We do not expect that compliance with any new state regulations will have a material effect on us.

- **The Occupational Safety and Health Act of 1970, as amended.** This Act authorizes the Occupational Safety and Health Administration of the U.S. Department of Labor to promulgate occupational safety and health standards. A number of these standards, including standards for notices of hazardous chemicals and the handling of asbestos, apply to our facilities and operations
  
- **State Regulation.** Each state in which we operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liability for such matters. States also have adopted regulations governing the design, operation, maintenance and closure of landfills and transfer stations. Our facilities and operations are likely to be subject to these types of requirements. In addition, our solid waste collection and landfill operations may be affected by the trend in many states toward requiring the development of solid waste reduction and recycling programs. For example, several states have enacted laws that require counties or municipalities to adopt comprehensive plans to reduce, through solid waste planning, composting, recycling or other programs, the volume of solid waste deposited in landfills. Additionally, laws and regulations restricting the disposal of certain wastes, including yard waste, newspapers, beverage containers, unshredded tires, lead-acid batteries and household appliances, in solid waste landfills have been promulgated in several states and are being considered in others. Legislative and regulatory measures to mandate or encourage waste reduction at the source and waste recycling also are or have been under consideration by the U.S. Congress and the U.S. EPA, respectively.

## **A View of Public-Private Partnerships: A proven relationship for managing solid waste**

Throughout the United States, municipal and county governments have realized the benefits of creating public-private partnerships to manage solid waste. The primary influences behind a municipality's move toward privatization in the United States are:

- the pursuit of cost savings,
- the ability to access new technologies while preserving capital expenditures, and
- the desire to reduce risks associated with providing waste management services.

For these very reasons, currently more than half of U.S. cities now contract all or part of their refuse collection and disposal services. This number has nearly doubled from 31 percent in 1991.

### **Roles and Responsibilities**

Every successful public-private partnership requires a clear understanding of the roles and responsibilities of the partnering organizations. Claims that privatization of solid waste services will eliminate government involvement in the solid waste management process are nonsense. Experience has proven that privatization actually requires an increased regulatory role from the municipality.

Government cannot disengage from its responsibility to protect public health, safety and the environment. Therefore, the primary responsibility of a city official is to protect the public. In municipalities where solid waste services have been privatized, city officials serve as watchdogs by monitoring performance and enforcing contracts. They are the foundation for planning activities directly associated with successful, long-term management of solid waste.

The job of the private sector is to fulfill the terms of the contract, which has proven to be a quality-assured, cost effective solution to solid waste services. The investment of capital to purchase collection vehicles, hire staff and construct facilities is the risk the private sector acquires to ensure the collection and safe disposal of society's waste.

The private sector also plays a vital role in the planning process by providing advice and insight to professional planners. The single most important responsibility of waste collection firms is to respect the municipality as the "customer." The goal is to always provide customers with services that exceed their highest expectations.

### **Clear Expectations**

In addition to each partner understanding its own particular responsibilities, successful public-private relationships have a clear understanding of the roles and expectations of the other partner. This typically begins long before a vendor is selected. Solid waste collection can involve an array of different services. Therefore, municipal officials must first conduct a thorough evaluation and review of the options available for solid waste services.

Next, the municipality must create a well-designed, fair and complete procurement process in which the government clearly defines the services that will be transferred to the private sector. Unfortunately, there appears to be more problems in this phase than anywhere else in the privatization process.

To avoid confusion, the desires of the municipality must be explicitly detailed in the bidding document. A clear definition of the scope of work required is imperative.

Once the scope of service is defined, public officials need to clearly define minimum service-level requirements. This includes such matters as frequency of collection, permitted hours of operation, insurance and bonding requirements, health and safety restrictions, permissible service complaint levels and other basic service parameters. Leaving room for interpretation only leads to confusion and frustration later in the relationship.

The municipality must also be fair and practical during negotiations. It should be noted that price cannot be the only factor that government considers when evaluating a vendor's proposal. Factors such as the vendor's past experience, financial condition and the ability to fulfill the terms of the contract must also be evaluated and taken into consideration during the procurement process.

Finally, once a contract is signed, both sides need to work diligently to be fair throughout the life of the contract. Make no mistake -- the hard work for both the contractor and the municipal officials commences following vendor selection.

There is no single best way to structure the contracting of solid waste and recycling collection services. However, in any contracting decision, the twin goals of service quality and competitive cost should guide the design of the bidding process and the delineation of contract details. Ultimately, long-term success of contracting depends on depoliticizing the contracting decision as much as possible, using clear quantitative and qualitative performance standards, and clearly spelling out the responsibilities of the public and private sectors.

### **Win-Win Relationships**

Successful public-private partnerships are often referred to as "win-win" relationships. Examining the "wins," we see that the public sector benefits when they are able to provide quality services at lower costs by using their purchasing power to strike favorable terms with private waste collection firms.

The private sector "wins" are measured by profitability -- that is, the return that a company realizes on invested capital. Good general managers of waste collection companies carefully and diligently work to ensure that quality services required by the contract are being delivered with the utmost efficiency to ensure a profit. Carelessness or a lack of attention to the delivery of quality service can result in financial disaster.

Experienced, business-savvy public sector administrators know that the ability to lower organizational costs and improve the quality of service is related to route density typically found in residential waste collection. The length of contract and specific requirements for insurance, equipment, staffing, billing and reporting are other factors that can also influence the price of service.

The private sector has proven its ability to provide cost effective solid waste services. Subsequently, municipalities have saved millions of taxpayer dollars without adversely impacting the quality of service to residents.

In the end, environmentally sound solid waste management is a service for which local government is responsible. Providing service that exceeds the highest expectations of the customer in a cost-effective manner is the responsibility that lies with the vendor. Government is there to protect public health, which means ensuring that the job gets done right.

Given the strengths and expertise on both sides, the opportunity exists for the public and private sector to partner and create a system in which everyone benefits – a true win-win relationship.



## Summary Financial Information For Republic Services, Inc.

### Financial Capabilities

Republic Services is America's second largest non-hazardous solid waste services company as measured by revenue. Headquartered in Phoenix, Arizona, Republic Services provides waste collection, transfer, recycling and disposal services to millions of residential, commercial and industrial customers. Republic's team of approximately 30,000 dedicated employees is committed to delivering service that exceeds the customers' highest expectations.

The Company's 2010 Annual Report to Shareholders (Form 10-K) contains financial information about the Company and is submitted in response to the request for financial information. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements and in accordance with generally accepted accounting principles. Selected financial data can be found on pages 33 and 34 of the 2010 Annual Report.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Registered Public Accountants) – Phoenix, Arizona. Their reports, which are dated February 18, 2011, are on pages 79 and 80 of the 2010 Annual Report (Form 10-K).

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

### *Summary 5-years of Financial Data* (in millions)

	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
<b>Revenue</b>	\$8,106.6	\$8,199.1	\$3,685.1	\$3,176.2	\$3,070.6
<b>Operating income</b>	\$1,539.1	\$1,589.8	\$283.2	\$536.0	\$519.5
<b>Net income</b>	\$507.5	\$496.5	\$73.9	\$290.2	\$279.6
<b>Total assets</b>	\$19,461.9	\$19,540.3	\$19,921.4	\$4,467.8	\$4,429.4
<b>Stockholders' equity</b>	\$7,848.9	\$7,567.1	\$7,282.5	\$1,303.8	\$1,422.1

**Long-Term Stability and Sufficient Capital**

As of December 31, 2010, Republic Services, Inc. reported total assets of \$19,461,900,000. The financial prospects for Republic Services indicate long-term stability based on the Company's assets. Republic Services has 204 transfer stations, 193 active landfills, 76 recycling facilities and 348 collection operations in 40 states and Puerto Rico. It is the Company's belief that it has the financial capabilities and sufficient working capital or access to sufficient working capital to finance and perform the required work.

**Credit Information**

Republic Services, Inc. of Phoenix, Arizona, is a leading provider of non-hazardous solid waste collection, transfer and disposal services.

**Credit Lines**

Total All Banks (as of 3-15-11): \$ 2.5 billion

**Bank References**

All inquiries for bank references must be made by fax.

Bank of America  
Confirmation Department  
Reference: Republic Services Inc.  
Tax ID: 65-0716904  
Fax: 803-765-4882

J P Morgan Chase  
Confirmation Department  
Reference: AWIN Management  
Tax ID: 76-0353318  
Fax: 225-332-4342

**Public Debt Rating**

Rating Agency	Rating
Moody's	Baa3
Standard & Poor's	BBB
Fitch Ratings	BBB

Republic Services, Inc. carries an "investment grade" credit rating. On Aug. 5, 2010, Fitch Ratings upgraded Republic Services, Inc. In a press release, Fitch states "RSG's ratings reflect the waste services company's proven commitment to debt reduction as well as improvements to the capital structure that was created by the 2008 merger with AW."

**Credit References**

Heil Environmental  
2030 Hamilton Place Blvd , Suite 200  
Chattanooga, TN 37421  
Contact: Richard Bassett  
Telephone: (423) 855-6397  
Fax: (423) 855-3478  
Email: [RBassett@DoverESG.com](mailto:RBassett@DoverESG.com)

FleetPride  
P.O. Box 9156  
Corpus Christi, TX 78469  
Contact: Mr Steven Stockseth  
(Please fax requests)  
Telephone: 866-221-2484 ext. 126  
Fax: 361-883-3323

Mansfield Oil Co  
1025 Airport Parkway, SW  
Gainesville, GA 30501  
Contact: Erica Johnstone, Credit &  
Collections Analyst  
Telephone: (678) 450-2330  
Fax: (770) 532-6266

Wastequip  
Corporate Headquarters  
1901 Roxborough Road  
Suite 300  
Charlotte, NC 28211  
Contact: Pattie Shidler  
Telephone: (800) 285-0666 ext. 241

Mack Truck  
Vanguard Truck Center  
Tower Place 200  
3348 Peachtree Rd. NE. Suite 1450  
Atlanta, GA 30326  
Contact: Tom Ewing, President  
Telephone: (404) 963-9143  
Fax: (404) 363-4989

## **Legal Proceedings**

We are and will continue to be involved in various administrative and legal proceedings in the ordinary course of business. We do not believe that any of these matters will, either individually or in the aggregate, have a material adverse effect on our financial position, results of operations, cash flows or prospects.

We are involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations. Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities. From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate.

Although the ultimate outcome of any legal matter cannot be predicted with certainty, we do not believe that the outcome of our pending legal and administrative proceedings will have a material adverse impact on our consolidated cash flows, financial position or results of operations.

## REFERENCES

### MUNICIPAL

<u>NAME</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>	<u>CUSTOMER SINCE</u>
City of Clinton	Steve Hewitt City Manager	580-323-0217	June 1997 – present
City of Cordell	Alex Damon Mayor	580-832-3825	June 1997 - present
City of McLoud	Larry Dillon City Manager	405-964-5264	March 1999 – present
City of Midwest City	Bill Janacek Director of Environmental Services	405-739-1370	June 1997 – present
City of Moore	Steve Eddy City Manager	405-793-5000	December 1999 - present
City of Newcastle	Nick Nazar City Manager	405-387-4427	January 1992 - present
City of Nichols Hills	David Poole City Manager	405-843-6637	August 1992 - present
City of Nicoma Park	Beverly McManus Town Clerk	405-769-5673	April 1994 - present
City of Norman	Steve Womack Utilities Supervisor	405-329-1093	July 1997 - present
City of Tuttle	Tim Young City Manager	405-381-2335	June 1997 - present
Town of Valleybrook	Maxine Fisher Town Clerk/Treasurer	405-677-6948	April 1998 - present
City of Weatherford	Mike Brown Mayor	580-772-7451	June 1997 - present

