



## **REQUEST FOR PROPOSALS**

**FOR  
SOLID WASTE, RECYCLING AND DISPOSAL SERVICES FOR THE CITY OF  
APACHE JUNCTION**

**RFP PROJECT NO. \_\_\_\_\_**

**CITY OF APACHE JUNCTION  
300 EAST SUPERSTITION BOULEVARD  
APACHE JUNCTION, ARIZONA 85119**

**DUE: \_\_\_\_\_, 201\_\_ at \_\_:00 \_\_.M. Arizona Standard Time**

**NOTICE INVITING BID PROPOSALS  
FOR SOLID WASTE, RECYCLING AND DISPOSAL SERVICES  
RFP PROJECT NO. \_\_\_\_\_**

Notice is hereby given that sealed proposals are sought for Solid Waste, Recycling and Disposal Services as needed by the Public Works Department within the city limits of Apache Junction. Based on the submittals, the city will enter into a contract with a service provider for a period of eight (8) years, with specified renewal periods. Bid forms and requirements are available online at [www.ajcity.net/purchasing.net](http://www.ajcity.net/purchasing.net).

A mandatory pre-bid meeting will be held on \_\_\_\_\_ Arizona Standard Time at the \_\_\_\_\_ located at \_\_\_\_\_, Apache Junction, AZ.

Each bidder shall provide such information as may be required by the city as evidence of qualifications to Heather Hodgman, Public Works Management Analyst.

Sealed bids containing one signed original, five duplicate copies and one electronic USB drive of the bid will be accepted in the city clerk's office located at 300 E. Superstition Blvd., Apache Junction, AZ, 85119, until \_\_\_\_\_, 201\_\_ at \_\_:00 \_\_M, Arizona Standard Time, at which time and place all bids will be opened and read as a matter of public information. Any bids received after bid closing time will be rejected and returned unopened.

Envelopes shall be conspicuously marked on the front and on the outside in black lettering as: "Project # \_\_\_\_\_ Solid Waste, Recycling and Disposal Services".

Additional information may be obtained from Heather Hodgman, Public Works Management Analyst at (480) 474-8500.

The City of Apache Junction reserves the right to reject any and all bids and to waive informalities and technicalities, and to suspend the procurement deadlines applicable to this process.

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Kathleen Connelly  
City Clerk

## **GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS**

### **SOLID WASTE, RECYCLING AND DISPOSAL SERVICES**

City of Apache Junction  
RFP Project No. \_\_\_\_\_

#### **1. PURPOSE**

The City of Apache Junction (the "City") seeks proposals from qualified firms to provide solid waste, recycling and disposal services for its residents within the city limits. The purpose of this request for proposals ("RFP") process is to ultimately enter into a non-exclusive term contract with a service company subject to terms of the contractual agreement. Service is anticipated to begin on March 1, 2020 and continue through February 28, 2030. This RFP process is authorized under Article 3-7 of Apache Junction City Code ("A.J.C.C."), Volume I, as well as Arizona Revised Statutes, § 49-741, 49-745 and 49-765.

#### **2. DEFINITIONS**

- A. "Bid" is the awarded services or work to be performed by the Successful Bidder.
- B. "Bidder" shall mean any person, corporation or other entity who submits an RFP response to the City pursuant to these documents.
- C. "City" shall mean the City of Apache Junction.
- D. "City Representative" shall mean the City Manager or his/her designee.
- E. "Contractor" shall mean the person or entity to which the contract is awarded.
- F. "Successful Bidder" shall mean the person or entity who submits an RFP packet which the City determines is the most responsive and responsible bidder.

#### **3. PROJECT**

All work under this contract shall be done in accordance with the bid documents including: General Conditions & Instructions to Bidders, Special Provisions & Specifications, all of which are hereinafter referred to as the "Contract Documents".

#### **4. EXAMINATION OF BID DOCUMENTS**

The Bidder shall carefully examine and study the Contract Documents and specifications applicable to the award of a contract. The submission of a Bid shall be prima facie evidence that the Bidder has made such an examination and unless an exception is noted in writing in Exhibit C, they intend to supply the materials, labor and/or equipment as submitted in accordance with the Contract Documents.

## 5. DISQUALIFICATION OF BIDDERS

The City Manager or his or her designee may disqualify any Bidder from consideration of award of Bid for materials, supplies, or services for up to ten (10) years on grounds outlined more fully under A.J.C.C., Vol. I, Art. 3-7, Procurement Procedure. Set forth below are the disqualifying factors:

- A. Evidence of intentional submission of more than one Bid for the same materials or equipment from an individual, firm, partnership or corporation under the same or different names, or from those which have over 50% controlling shareholder interest.
- B. Evidence of collusion among Bidders.
- C. Failure to fully complete all parts of this Bid or failure to submit the Bid in accordance with the requirements herein.
- D. Failure to meet the qualifications for bidding or provide evidence of such qualifications when requested.
- E. Failure to execute Agreement with City, with terms consistent in proposed agreement reflected in Exhibit F.
- F. Past negative history with the City and/or failure to pay transaction privilege taxes.

The City Manager or his or her designee shall send written notice of the proposed disqualification, including the grounds and period of proposed disqualification to the disqualified party by first class U.S. mail from the address on the Bid and by email delivery. The party shall have a right to an appeal hearing before the City Manager or his or her designee. Such request for an appeal hearing shall be filed with the City Clerk at 300 E. Superstition Blvd., Apache Junction, AZ, 85119, by first class U.S. mail and by email delivery (if available) within five (5) calendar days after receipt of disqualification by the City Manager or his or her designee. The City Manager or his or her designee shall provide notice of the hearing date and time to the disqualified party within five (5) calendar days after receipt of the request for a hearing. The party shall have the opportunity to present evidence rebutting the reasons for disqualification. The City Manager or his or her designee shall decide the matter within five (5) calendar days after the hearing and shall notify the disqualified party within such time by first class U.S. mail to the address on the Bid and by email delivery (if available). Such decision shall be final and binding, subject only to a judicial appeal in Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.* Disqualification does not in and of itself toll the deadlines referenced in this RFP, but rather, the City Manager can suspend the deadlines anytime he or she believes it would be in the best interest of the City.

## 6. PREPARATION OF PROPOSAL

All information requested on this RFP must be completed by the Bidder. The Bidder shall submit all information on the required forms and documents. The information must be typed or printed in ink and all numbers shall be in legible numerals. The Bidder must sign the proposal in ink in the space provided.

## 7. SUBMISSION OF PROPOSAL

The Bidder shall submit to the City a Bid proposal together with the list of exhibits as identified below. The Bid proposal and the completed exhibits referenced below shall be placed in an envelope, sealed and delivered to the Apache Junction City Clerk's Office, located at 300 East Superstition Blvd., Apache Junction, Arizona, 85119, and must be received no later than \_\_\_\_\_, 20\_\_ at \_\_:00 \_\_.m., Arizona Standard Time. The envelope shall be conspicuously marked with the name of the RFP project as noted on the Notice Inviting Bid Proposals, with the name and address of the Bidder marked on the outside. When submitted by mail, the sealed Bid shall be enclosed in a separate sealed envelope. Responses submitted by mail shall be sent by prepaid first class certified U.S. mail, return receipt requested. No Bid will be considered unless received on or before the time and the place designated in the Notice Inviting Bid Proposals. Exhibits D, F, and G as identified below should only be completed and returned to the City if the City awards the project to the Bidder.

Exhibits		<u>Complete With Bid</u>
1. Cost Proposal	(Exhibit A)	Yes
2. Similar Service History	(Exhibit B)	Yes
3. Exceptions/Additions/Corrections	(Exhibit C)	Yes
4. Certificate of Insurance	(Exhibit D)	No
5. Understanding & Agreement	(Exhibit E)	Yes
6. Surety Bid Bond	(Exhibit F)	Yes
7. Payment Bond	(Exhibit G)	No
8. Performance Bond	(Exhibit H)	No
9. Proposed Agreement	(Exhibit I)	No
10. Bid Inquiry Form	(Exhibit J)	No
11. Vehicle and Collection Equipment	(Exhibit K)	Yes
12. Collection Route Schedule and Maps	(Exhibit L)	Yes
13. Recyclable Items	(Exhibit M)	Yes
14. Public Outreach and Education	(Exhibit N)	Yes
15. Bulk Trash Items	(Exhibit O)	Yes
16. Annual Recycling Amounts	(Exhibit P)	No

One (1) Bid proposal per company or entity will be permitted. If multiple Bids are received from companies or entities with common ownership interests or their collective assets, or is managed by the same individuals or other legal entities, such additional submittals will

be deemed duplicitous and shall be disqualified from the process.

## **8. CONSIDERATION OF PROPOSAL**

Bid responses will be reviewed by staff, which will present its recommendation for award to the mayor and city council. It is anticipated the council will publicly review the recommendations and will publicly award the Bid at a council meeting within a reasonable time after Bid opening. With a contract effective date beginning shortly thereafter. The contract award shall be based on the most responsive, responsible, and most qualified Bid as required within the specifications. All substantive requirements set forth in this RFP must be complied with by the submittal date set forth in Section 7 above, otherwise the response will be considered unresponsive. City reserves the right to waive technicalities and informalities, to reject any or all proposals, to accept bid proposals deemed to be in the best interest of the City, and to suspend any deadlines for any reason.

## **9. BID SOLICITATION PROTESTS**

Other than a disqualification determination, any aggrieved party may protest the bid solicitation. Bid protests by an aggrieved party shall be submitted in writing to: City Clerk, City of Apache Junction, 300 E. Superstition Blvd., Apache Junction, Arizona, 85119, no later than \_\_\_\_\_, 20\_\_ by 5:00 p.m. Protests must contain at a minimum: the name, address and telephone number of the protester, the signature of the protester or designated representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data, evidence, exhibits, or documents substantiating the protest, and the form of relief requested.

Within five (5) calendar days of receipt of the bid protest filed with the City Clerk, the City Manager or his designee shall respond by setting a time and place for a hearing and by giving a Notice of Hearing to protestor. The City Manager or his designee shall conduct the hearing within five (5) calendar days after sending the notice of the hearing to the protestor, absent any stipulated continuances. The City Manager or his designee, shall within five (5) calendar days after the hearing has been completed, issue a written opinion and send it by first class U.S. mail to the protestor and by email (if available). The City Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

## **10. AWARD OF CONTRACT**

Contract(s) will be awarded to the most responsive, responsible and most qualified bidder(s). The award shall be made upon a majority vote of the Apache Junction City Council at a regularly scheduled council meeting. The decision of the city council shall be final and cannot be protested as an administrative appeal under A.R.S. § 12-901, *et seq.* Notice of Award to the successful and unsuccessful bidders shall be communicated to all Bidders by the Public Works Department. Nothing herein shall be construed to require the City to award contracts and the City reserves the right to reject all bids.

The Successful Bidder shall agree to each and every term, condition and obligation set forth in Exhibit I.

#### **11. PERMITS, FEES & LICENSES**

Contractor shall secure and pay for all applicable federal, state, county or local permits and licenses, including a city transaction privilege tax license and business license and shall comply with all applicable federal, state, county or local laws, ordinances, regulations and safety standards.

#### **12. INTERPRETATION OF DOCUMENTS**

Where a specification or document appears ambiguous, or where any portion is not fully understood, the Bidder shall submit such question in writing to Heather Hodgman in the Public Works department by using the "Bid Inquiry" form under Exhibit G no later than \_\_\_\_\_, 20\_\_, by 5:00 p.m., Arizona time. Verbal explanations shall not be binding. If the Bidder is not satisfied with the explanation, they must protest the provision prior to bid opening pursuant to Section 9 above and abide by all timelines and procedures therein. If the Bidder fails to protest at the pre-bid opening phase, their concerns are deemed waived and such failure shall be a bar to further argument on the issue.

#### **13. INDEMNIFICATION**

Successful Bidder shall defend, indemnify and hold harmless City, its elected officials, officers, appointees, employees and agents, from and against tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Successful Bidder, its agents, or employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **14. PREVAILING WAGE**

This project is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1986 (as amended), Copeland Act of 1948 (as amended), the Fair Labor Standards Act of 1939 (as amended) and 2016 Minimum Wage Proposition 206 also known as the "2017 Fair Wages and Healthy Families Initiative".

Successful Bidder agrees to comply with the above laws. Successful Bidder shall supply information to City as necessary for monitoring of compliance including payroll, on-site inspections, investigations and/or enforcement by City.

## **15. COMPLIANCE**

All work and services shall comply with all applicable city, county, state and federal laws.

## **16. CITY SALES TAX**

The current city sales tax rate is 2.4%.

## **17. ACCESS TO INFORMATION**

It is agreed that all information, data reports, and records as are existing, available and necessary for carrying out of the work outlined above have been furnished to Successful Bidder by City and its agencies. Successful Bidder hereby acknowledges receipt of same. No charge will be made to Successful Bidder for such information and City and its agencies will cooperate with the Successful Bidder in every way possible to facilitate the performance of the work described in the Proposed Agreement as set forth in Exhibit I.

## **18. CONTRACT CANCELLATION**

Non-performance of contract, or substantial violation of state or federal law, will give sufficient cause for City to cancel the contract. Non-performance shall be construed to mean failure of Successful Bidder to deliver in the time specified, and/or failure to provide the quality of product or service specified.

## **19. ASSIGNMENT/TRANSFER**

Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute such contract, to any other person, company, corporation without prior written consent of City.

## **20. ADMINISTRATIVE FEE**

The City reserves the right to add an administrative fee during the term of the contract. The fee will be related to oversight of the solid waste and recycling contract and other related programs. The fee will be paid to the City on a quarterly basis. City shall have the option to review the fee amount every two (2) years of the contract term.



----- END OF GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS -----

**SPECIAL PROVISIONS AND SPECIFICATIONS  
FOR SOLID WASTE, RECYCLING AND DISPOSAL SERVICES**

**RFP PROJECT NO. \_\_\_\_\_**

**SECTION 1.        BACKGROUND**

The City is located within the Greater Phoenix Metropolitan Area and is bordered by the Goldfield Mountains to the north, the Superstition Mountains to the east and the city of Mesa to the west. The City contains both Maricopa and Pinal Counties and was incorporated on November 24, 1978. The City encompasses 36.5 square miles with a population of approximately 41,000 residents with an estimated population to 65,000 residents during the peak season of November to April. There are approximately 24,368 residential homes. The City's estimates are not meant to be exact and no warranties or guarantees of any number of customers or for adding or subtracting customers is given.

The City currently does not mandate curbside solid waste and recycling collection. Three (3) private companies offer solid waste and recycling within the city limits which consist of Right Away Disposal, Waste Management and Republic Services. City residents subscribe to the provider of their choice. Residents currently have the option to opt out of service and can haul their waste to the local landfill, Apache Junction Landfill Corporation (AJLC). City desires to mandate curbside collection of solid waste and recycling upon award of contract.

**SECTION 2.        OVERVIEW**

City seeks proposals from qualified companies to provide solid waste, recycling and disposal services for its residents. Contractor shall serve single family, duplex, triplex and four-plex residential units, however, this excludes collection of manure/large animal waste, services for commercial property, such as hotels, resorts, construction site, offices, RV parks, mobile home parks and multifamily of more than four (4) units.

**SECTION 3.        GOALS**

- A. Contractor shall provide single solid waste and recycling services to reduce the number of refuse and recycling trucks on residential streets.
- B. Contractor shall require residential solid waste and recycling pickup to prevent waste pile-up and trash burning.

- C. Contractor shall assist in the reduction of health hazards associated with standing water retained within hoarded waste.
- D. Contractor shall provide a comprehensive report to City Representative relating to annual recycling amounts for ADEQ (Exhibit P).

#### **SECTION 4.        CITY CONTRACT**

Contractor shall be responsible to City Representative for all services pertaining to this work, and any questions or suggestions from either party of the provisions and specifications shall be directed to City Representative. City Representative designee for this project is Heather Hodgman, Public Works Management Analyst, who can be reached at (480) 474-8500.

#### **SECTION 5.        SCOPE OF WORK**

Contractor agrees to complete any contractual arrangements with all residential property owners no later than 365 calendar days from the award of the Agreement.

##### **5.1 Standard Service**

All Contractors shall offer and price a Standard Service that consists of:

- A. Once per week curbside solid waste collection and recycling services. Day of the week for collection to be negotiated between City and Contractor.
- B. Solid waste and recycling collection shall be on the same day.
- C. Provide once a month bulk trash pickup. Contractor to provide details of allowable and non-allowable items (Exhibit O).
- D. Provide a new 96 gallon solid waste receptacle to each residence. Contractor shall retain ownership of the bin.
- E. Provide a new 96 gallon recycle receptacle to each residence. Contractor shall maintain ownership of the bin.

##### **5.2 Additional Services**

All Contractors shall offer and price the following additional services that would be available to any City resident upon subscription. Additional fees may be negotiated between the Contractor and subscriber.

- A. Additional New 96 gallon receptacles
- B. Receptacle repair services
- C. Dumpsters- Residential Only to include delivery and removal
  - a. 2 Yard
  - b. 4 Yard
  - c. 6 Yard

- d. 20 Yard
- D. Contractor shall provide the price of the rate per ton for subscribers to utilize a drop off service.
- E. Contractor shall list other offered services not mentioned in the RFP and price for those services accordingly.

### **5.3 Billing**

Contractor shall be responsible for billing and collections of all subscribers.

- A. Contractor shall be responsible for providing a smooth transition of billing account data and coordinating the enrollment of new subscribers and termination of subscribers ending long term rental arrangements or ownership of the residential unit.
- B. Contractor shall be responsible for collecting subscription fees associated with services provided in accordance with the Agreement and shall specify if billing is done monthly or quarterly. Subscribers must be given a thirty (30) calendar day payment period before a late fee can be charged. Discounts shall be offered for subscribers who pay for the full year in advance.
- C. Contractor shall offer a suspension status and associated pricing for subscribers wishing to suspend services for one (1) month not to exceed six (6) months. Contractor must identify any base fee in effect during any suspension period in the cost portion of the proposal.
- D. Contractor shall describe established procedures for addressing delinquent accounts and collecting on unpaid accounts in other communities where billing services is currently being provided.
- E. Contractor shall provide all acceptable payment types and methods including but not limited to a credit card convenience fee (e.g. location and hours of nearest pay center for subscribers for cash payment, telephone, credit cards, online bill pay, smartphone app, autopay).

### **5.4 Customer Service**

- A. Contractor shall describe their system for receiving, documenting and courteously resolving customer complaints, problems or compliments. The system must include reasonable timelines for resolution. The system shall include at least quarterly reporting of this information to the designated City Representative.
- B. Contractor shall conduct an annual subscriber survey measuring satisfaction with the services provided. Said survey may be through billings, website, phone calls, or other methods approved by City.
- C. Contractor shall meet with City Representative at least four (4) times a year for the first contract year to discuss a plan of action for addressing customer service complaints and satisfaction survey results. Subsequent meetings after the first year may be reduced to less than four (4) times a year.

## **SECTION 6.            METHOD OF APPROACH**

City will not be solely responsible for any and all treatment, management, use or disposal violations.

### **6.1 Vehicles and Collection Equipment**

Contractor shall demonstrate its ability to meet the vehicle and collection equipment requirements provided for in Apache Junction City Code, Volume 1, Chapter 9, Article 9-5.

- A. Contractor shall provide a list of brand new equipment in Exhibit K that will be used to perform services with each vehicle being equipped with an operation at idle and smart back up technology.
- B. Contractor shall describe how they will access all properties in City including hillside properties with steep grades and narrow roads.
- C. Contractor's vehicles and equipment must be clearly identified with company name, logo and vehicle identification number. All vehicles must be kept clean, in sanitary condition and in good repair. Hydraulic/oil fluid leaks must be checked for and corrected daily (routinely).
- D. Contractor shall be responsible for all compliance monitoring and inspection pursuant to ADEQ.

### **6.2 Collection Route Schedule and Maps**

- A. Contractor shall provide proposed route schedule and maps for collection of Standard Service assuming every other residential unit is a subscriber see Exhibit L.
- B. Contractor may offer alternative ways in which to divide the City into collection districts to improve efficiencies. City desires to have the entire city be serviced Monday through Thursday.
- C. Solid waste and recycling shall be on the same day.
- D. Contractor shall provide a plan for communicating changes in the schedule for each holiday week or due to storm or related events (e.g. website, ability to sign up for text/email alerts).
- E. Contractor shall obtain the necessary waiver of twice per week collection from Arizona Department of Environmental Quality (ADEQ).

### **6.3 Work Attire**

Contractor's field personnel shall be required to wear a clean uniform and wear some means of identification such as a name tag, identification card, and/or logo'd uniform. At no time shall Contractor's personnel represent him or herself as an employee of the city of Apache Junction.

#### **6.4 Container Damage and Replacement**

- A. Contractor shall describe manufacturer, capacity, color and other specifications of the solid waste and recycling containers to be purchased and provided for subscribers. If requested, Contractor shall provide a sample of the solid waste and recycling containers to City Representative.
- B. Contractor shall describe procedures used to minimize damage to plastic solid waste and recycling containers.
- C. Contractor shall describe the protocol for damaged container replacement and when such replacement will occur at no-cost to the subscriber. Proposal shall affirm there will be no delivery fee for the receptacles to the subscriber.
- D. Contractor shall provide City Representative a copy of replacement procedure.

#### **6.5 Solid Waste Collection**

Contractor shall provide the following information to City Representative:

- A. Disposal of materials at a licensed landfill.
- B. Name, location, and description of the receiving disposal processing facility where the solid waste will be landfilled or otherwise disposed of.

#### **6.6 Recycling Materials Collection**

Contractor shall describe the method of performing residential recycling collection services as follows:

- A. Name, location, and description of the facility where recyclable materials will be handled.
- B. Contractor shall fully describe their diversion program to encourage the reduction of waste collection, diversion of recyclable materials from landfills and prevention of disposing hazardous materials in curbside recyclable containers.
- C. All revenues to the Contractor from the disposal of recycled materials collected under this Agreement shall be the property of the Contractor and calculated into the overall price of the services requested in this RFP.
- D. Contractor agrees that they shall not dispose of any recyclable materials at a landfill at any time. Contractor agrees to notify the City of market disruptions that affect recycling of collected materials and shall notify and explain to City why an item can no longer be recycled.

#### **6.7 Public Education and Outreach**

The City places importance on effective public communication and education. Objectives of the public education and outreach plan should include primary goals of the solid waste management system such as: i) educating community members on the types of wastes and hazards associated with different waste; ii) encouraging members to reduce their use of these types of products; and iii) promoting the use of safe

disposal methods. The regular screening of waste can be used as a guide to what the educational needs of the community are.

Contractor shall provide an open house prior to commencement of service for outreach and education efforts. Contractor shall provide materials for city outreach (Exhibit N) (e.g. booths at events, neighborhood meetings).

## **SECTION 7.            SELECTION CRITERIA**

City evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. All offers, regardless of the merits of its technical proposal or pricing, must meet the responsiveness and responsibility criteria.

1. Responsiveness. City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required exhibits and submissions. City shall without exception reject any proposals that are submitted late. Failure to meet other requirements such as the magnitude of any exceptions to or qualifying remarks given by the Bidder related to this contract may result in rejection.
2. Responsibility. City will determine whether the Bidder is one with whom it can or should do business. Factors that City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws-including tax laws, Bidder's record of performance and integrity- e.g. has the Bidder been delinquent, unethical, or unfaithful to any contract with City, whether the Bidder is qualified legally to contract with City, financial stability and the perceived ability to perform completely as specified. A Bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City reserves the right to inspect and review Bidder's facilities, equipment and personnel and those of any identified subcontractors. City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
3. Technical Proposal. City will determine how well proposals meet the requirements in terms of the response to the specifications and how well the Bidder addresses the needs of the project. The following submittal content will be reviewed in this portion of the evaluation:
  - a. General Information
    - a. Company experience.
    - b. Audited Financials for the past 2 years
    - c. Bidder's licenses and certifications; including good standing with Arizona Corporation Commission
  - b. Experience and Qualifications

- a. Experience
- b. Corporate Staff and Key Personnel Qualifications
- c. Single Point of Contact for City Staff
- d. 3 municipal references from current/past performance
- c. Method of Approach
  - a. Vehicles and Collection Equipment
  - b. Proposed Collection Route and Schedule Map(s)
  - c. Proximity of disposal site to the city limits.
- d. Public Education and Outreach
- e. Billing and Customer Service
  - a. Billing
  - b. Solid Waste and Recycling Collections
  - c. Customer Disputes and Complaint Resolution
- f. Delineation of any addenda to this Request for Proposal.

City will rank proposals, without consideration of price, from best to least qualified using a point ranking system as an aid in conducting the evaluation. Any exceptions to or qualifying remarks related to this contract may be considered again in this portion of the evaluation. Proposals which do not meet the responsiveness and responsibility requirements and/or do not rank sufficiently high in the evaluation of their technical response need not be considered for price evaluation and award.

4. Pricing Proposal. City will then evaluate the pricing proposals for offers that have met the requirements above. The point evaluation system is described below:

The total number of points for the Technical Proposal is 200. Bidders who do not receive 200 of the total points need not be considered for price evaluation and award. The elements that will be evaluated and their relative weights are:

Element	Points
General Information	30
Experience and Qualifications	40
Method of Approach	40
Public Education and Outreach	20
Billing and Customer Services	40
Clarity, Thoroughness of Proposal	20
Recognition of Addenda	10

The total “weight” for each Pricing Proposal is 100. Price will be a weighted element and we will determine pricing score using the following formula:



$$\frac{\text{Lowest Priced Proposal Received}}{\text{Cost of Proposal Being Evaluated}} \times 100 = \text{Pricing Score}$$

The maximum number of points is 300 (Technical 200 plus Price 100).

----- END OF SPECIFICATIONS -----

----- EXHIBITS TO FOLLOW -----

## CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED BY BIDDERS

Bidders shall indicate by initialing below that each of the following have been included in the response:

\_\_\_\_\_ One signed original, five complete duplicate copies and one electronic USB drive of proposal submittal

\_\_\_\_\_ All items listed in Special Provisions & Specifications, Section 5, Section 6 and Section 7

\_\_\_\_\_ Exhibit A, Cost Proposal

\_\_\_\_\_ Exhibit B, Similar Service History

\_\_\_\_\_ Exhibit C, Exceptions/Additions/Corrections (If applicable)

\_\_\_\_\_ One signed and complete original of Exhibit E, Understanding and Agreement

\_\_\_\_\_ Exhibit F, Surety Bid Bond

\_\_\_\_\_ Exhibit K, Vehicle and Equipment Listing

\_\_\_\_\_ Exhibit L, Collection Route Schedule and Maps

\_\_\_\_\_ Exhibit M, Recyclable Items

\_\_\_\_\_ Exhibit N, Public Outreach and Education

\_\_\_\_\_ Exhibit O, Bulk Trash Items

\_\_\_\_\_ Copies of State Licenses, Local Licenses and permits necessary for operation of business

\_\_\_\_\_ State Corporation Commission documents (must include information on all holdings)

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

**Exhibit A**

**COST PROPOSAL  
PROJECT NO. \_\_\_\_\_**

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ Email: \_\_\_\_\_

**STANDARD SERVICE**

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Curbside Solid Waste Collection	Once a Week	
2	Curbside Recycling Collection	Once a Week	
3	Bulk Trash	Once a Month	
5	New 96 Gallon Solid Waste Container	Each	
6	New 96 Gallon Recycling Container	Each	

### ADDITIONAL SERVICES

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Additional 96 Gallon Receptacles	Each	
2	Receptacle Repair Services	Each	
3	Replacement Receptacle	Each	
4	2 Yard Dumpster	Delivery	
		Removal	
5	4 Yard Dumpster	Delivery	
		Removal	
6	6 Yard Dumpster	Delivery	
		Removal	
7	20 Yard Dumpster	Delivery	
		Removal	
8	Residential Drop off Service	Rate per Ton	

# ALTERNATIVE BID

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Curbside Bulk Trash and Recycling pickup by appointment only	Each	
2	Bulk Trash Pickup	Monthly	
3	Annual Christmas Tree Curbside Pickup	Once a Year	
4	Green Waste Collection	Once a Month	
5	Green Waste 96 Gallon Receptacle	Each	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## Exhibit B

### SIMILAR SERVICE HISTORY - PROJECT NO. \_\_\_\_\_

Each Bidder shall submit a list of at least three (3) customers including name, address, contact person and telephone number for whom he or she has similar work has been completed in the last twelve (12) months and shall include a short description and location of work using this form.

1. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Location                      Start & Complete Date                      Cost

2. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Location                      Start & Complete Date                      Cost

3. Customer: \_\_\_\_\_  
Name of Agency or Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Person

Short Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Location                      Start & Complete Date                      Cost

## Exhibit C

**EXCEPTIONS/ADDITIONS/CORRECTIONS**  
**PROJECT NO. \_\_\_\_\_**

For uniformity and bid comparison purposes, all previous documents shall be completed as received from the City of Apache Junction. Should the Bidder wish to propose or note any exceptions, additions, or corrections, they shall be included on this page and Bidder may attach additional pages. Please note that submittal of this exhibit does not constitute a protest.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



**Exhibit D**

**CERTIFICATE OF INSURANCE**  
**CITY OF APACHE JUNCTION PROJECT NO. \_\_\_\_\_**

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED: \_\_\_\_\_

ADDRESS OF INSURED: \_\_\_\_\_

	Type of Insurance	Policy Number	Effect. Date	Expire Date	Limits of Liability
1.	Workers' Compensation				\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability				\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage				\$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the City of Apache Junction. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the City of Apache Junction City Attorney not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the City, its officers, employees and agents are additional insured parties.

Date: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

Title:

\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of 20\_\_ by  
as Insurer.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**Exhibit E**

**UNDERSTANDING AND AGREEMENT – PROJECT NO. \_\_\_\_\_**  
*(Complete and return with bid packet with all other documents noted on checklist attached hereto)*

**PROPOSAL TO THE CITY OF APACHE JUNCTION, ARIZONA:**

In compliance with the advertisement for bids, and having examined these documents, and being familiar with the conditions, I/we hereby submit our acknowledgment of the terms and conditions for furnishing services for the City of Apache Junction. We further agree to execute the contract documents and furnish the required certificates of insurance if I am/we are selected to provide such services.

I/We shall perform the responsibilities set forth in the contract documents in compliance with all applicable state and federal statutes and regulations, and city codes and other requirements.

I/WE HEREBY ACKNOWLEDGE receipt of and confirm the terms and conditions.

This proposal is submitted by \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; or an individual trading such as \_\_\_\_\_ and is the holder of Arizona State License No. \_\_\_\_\_. Classification: \_\_\_\_\_.

Respectfully submitted by: \_\_\_\_\_  
Firm

\_\_\_\_\_  
Mailing Address City State Phone

\_\_\_\_\_  
Officer/Title

ATTEST:

\_\_\_\_\_  
Officer and Title

\_\_\_\_\_  
Witness (if bidder is an individual)

**Exhibit F**

**SURETY BID BOND - PROJECT NO.**

*(Complete and return with Bid Proposal)*

KNOW ALL MEN BY THESE PRESENT:

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal), and the \_\_\_\_\_, a company/corporation holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 as Surety, (hereafter called the Surety), are held and firmly bound unto the City of Apache Junction as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City of Apache Junction for the work described below, for the payment of which sum, will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for:

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness:  
\_\_\_\_\_

**Exhibit G**

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond MUST be 100% of the Contract Amount)  
Project #**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a  
company /corporation holding a Certificate of Authority to transact surety business in the State  
of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20,  
Chapter 2, Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter  
called the Surety) are held and firmly bound unto the City of Apache Junction (hereinafter called  
the Obligee), in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind  
themselves, their heirs, administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated  
day of \_\_\_\_\_, 20\_\_ to \_\_\_\_\_  
which contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall promptly pay all moneys due to all persons supplying labor or materials to  
Principal or Principal's subcontractors in the prosecution of the work provided for in said  
contract, this obligation shall be void. Otherwise it remains in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,  
Chapter 2, Article 2, of the Arizona Revised Statutes, all liabilities on this bond shall be  
determined in accordance with the provisions, conditions and limitations of said Title, Chapter  
and Article, to the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable  
attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ PRINCIPAL	SEAL
_____ AGENCY OF RECORD	BY: _____
_____ AGENCY ADDRESS	_____ SURETY
	SEAL
	BY: _____ ATTORNEY IN FACT

**Exhibit H**

**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond MUST be 100% of the Contract Amount)  
Project #**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a  
company /corporation holding a Certificate of Authority to transact surety business in the State of  
Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2,  
Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter called the  
Surety) are held and firmly bound unto the City of Apache Junction (hereinafter called the  
Obligee), in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves,  
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated  
day of \_\_\_\_\_, 20\_\_ to \_\_\_\_\_ which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal  
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and  
agreements of the contract during the original term of the contract and any extension of the  
contract, with or without notice to the surety, and during the life of any guaranty required under  
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions  
and agreements of all duly authorized modifications of the contract that may hereafter be made,  
notice of which modifications to the surety being hereby waived, the above obligation is void.  
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter  
2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in  
accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the  
extend as if they were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable  
attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ PRINCIPAL	SEAL
_____ AGENCY OF RECORD	BY: _____
_____ AGENCY ADDRESS	_____ SURETY
	BY: _____ ATTORNEY IN FACT
	SEAL

## Exhibit I

**[DRAFT]**

### **CITY OF APACHE JUNCTION AGREEMENT FOR SOLID WASTE, RECYCLING AND DISPOSAL COLLECTION**

**PROJECT NO. \_\_\_\_\_**

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and \_\_\_\_\_, an Arizona corporation ("Contractor"), who shall be collectively referred to as the "Parties", or individually as a "Party".

#### RECITALS

A. Contractor has responded to City's request for proposal (the "RFP" and response both being considered the "Contract Documents") via RFP No. \_\_\_\_\_, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. City has complied with the public bidding requirements under Arizona Revised Statute Title 34 and Apache Junction City Code, Vol. I, Chapter 3: Administration, Article 3-7: Procurement Procedures.

#### AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. PROJECT DESCRIPTION: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in the Notice Inviting Bid Proposals for Project No. RFP No. \_\_\_\_\_ which includes all required specifications.

2. PRICES: Prices shall be governed under Exhibit A for the performance of the Work under the contract documents.

3. CONTRACT TERM: The Term of this Agreement shall be performed from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. The Agreement will be renewed automatically and continuously for two (2) successive periods of one (1) year unless City or Contractor gives written notice sixty (60) days in advance with the total length of the contract not to exceed ten (10) years from the original signing of the Agreement. City reserves the right to unilaterally extend any of the one-year (1) periods

by thirty-one (31) days. This provision does not limit the liability of Contractor for actual damages sustained by City as a result of any breach of contract or warranty by the Contractor. Renewals shall only be allowed as mutually agreed upon in writing by the Parties.

4. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. TAXES: Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

6. PERMITS & FEES: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

7. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences

and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to City for the acts and omissions of its employees.

8. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

9. ENFORCED DELAYS (FORCE MAJEURE): Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.



10. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

11. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

### REQUIRED COVERAGE

#### Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

#### Workers Compensation (Not Applicable to Sole Proprietorships)

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers Compensation and Employer's Liability to at least the same extent as required

of Contractor.

### CERTIFICATE OF INSURANCE

Prior to commencing work or services under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

12. SUCCESSORS/NO ASSIGNMENT PERMITTED: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

13. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

14. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

15. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

16. TERMINATION OF CONTRACT: If, for any reason, Contractor shall fail to fulfill in a timely and proper manner his/her obligations under the contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the contract, City shall thereupon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the contract by Contractor.

City may terminate the contract at any time by giving at least twenty-four (24) hours notice in writing to Contractor. If the contract is terminated by City as provided herein, Contractor will be paid for the time expended and expenses incurred up to the termination date.

17. APPEALS: All contractual grievances shall be submitted in writing to City Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the City Manager shall respond in writing to the company. The City Manager's decision shall be final and binding.

18. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

19. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

20. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and

effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. SUCCESSORS & ASSIGNS: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

23. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

24. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

25. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

26. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through

the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

[NAME], a/an [state] [limited liability company/  
corporation]:

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

CITY:

CITY OF APACHE JUNCTION, an Arizona  
municipal corporation:

By: Jeff Serdy  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Connelly  
City Clerk

APPROVED AS TO FORM:

---

Richard J. Stern  
City Attorney

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

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of [Company Name], a/an [State] [corporation/limited liability company].

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PINAL )

The foregoing was subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeff Serdy, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## Exhibit J

## BID INQUIRY FORM

### (General Clarifications)

PROJECT NAME: PROJECT # SOLID WASTE, RECYCLING AND DISPOSAL  
COLLECTION

INQUIRY DEADLINE: 5:00 P.M., - Arizona Standard Time, \_\_\_\_\_, 20\_\_\_\_\_

QUESTIONS ON: \_\_\_\_\_ ORIGINAL RFP or \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_

SECTION NUMBER/NAME: \_\_\_\_\_

NAME:

---

FAX NO. \_\_\_\_\_ PHONE NO. \_\_\_\_\_

COMPANY:

---

COMPANY E-MAIL ADDRESS: \_\_\_\_\_

DATE:

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QUESTIONS:

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**Exhibit K**

**VEHICLE AND COLLECTION EQUIPMENT SAMPLE LIST**

<b>Type of Vehicle</b>	
<b>Make</b>	
<b>Model</b>	
<b>Year</b>	
<b>Operation at Idle</b>	
<b>Smart Back up Technology</b>	

<b>Type of Vehicle</b>	
<b>Make</b>	
<b>Model</b>	
<b>Year</b>	
<b>Operation at Idle</b>	
<b>Smart Back up Technology</b>	

**Exhibit L**

**COLLECTION ROUTE SCHEDULE AND MAPS**

Link is provided to assist Contractor with city's current street maps  
<http://www.aicity.net/472/Maps-GIS>

**---BLANK TO BE COMPLETED BY CONTRACTOR WITH SUBMITTAL OF RFP---**

## Exhibit M

### LIST OF ACCEPTABLE AND NOT ACCEPTABLE RECYCLING ITEMS

#### Acceptable Recycling Items:


#### Not Acceptable Recycling Items:


**Exhibit N**

**PUBLIC OUTREACH AND EDUCATION DOCUMENTS**

**---BLANK TO BE COMPLETED BY CONTRACTOR WITH SUBMITTAL OF RFP---**

## Exhibit O

### LIST OF ACCEPTABLE AND NOT ACCEPTABLE BULK TRASH

#### Acceptable Bulk Trash:


#### Not Acceptable Bulk Trash:
