



# City of Apache Junction

2019

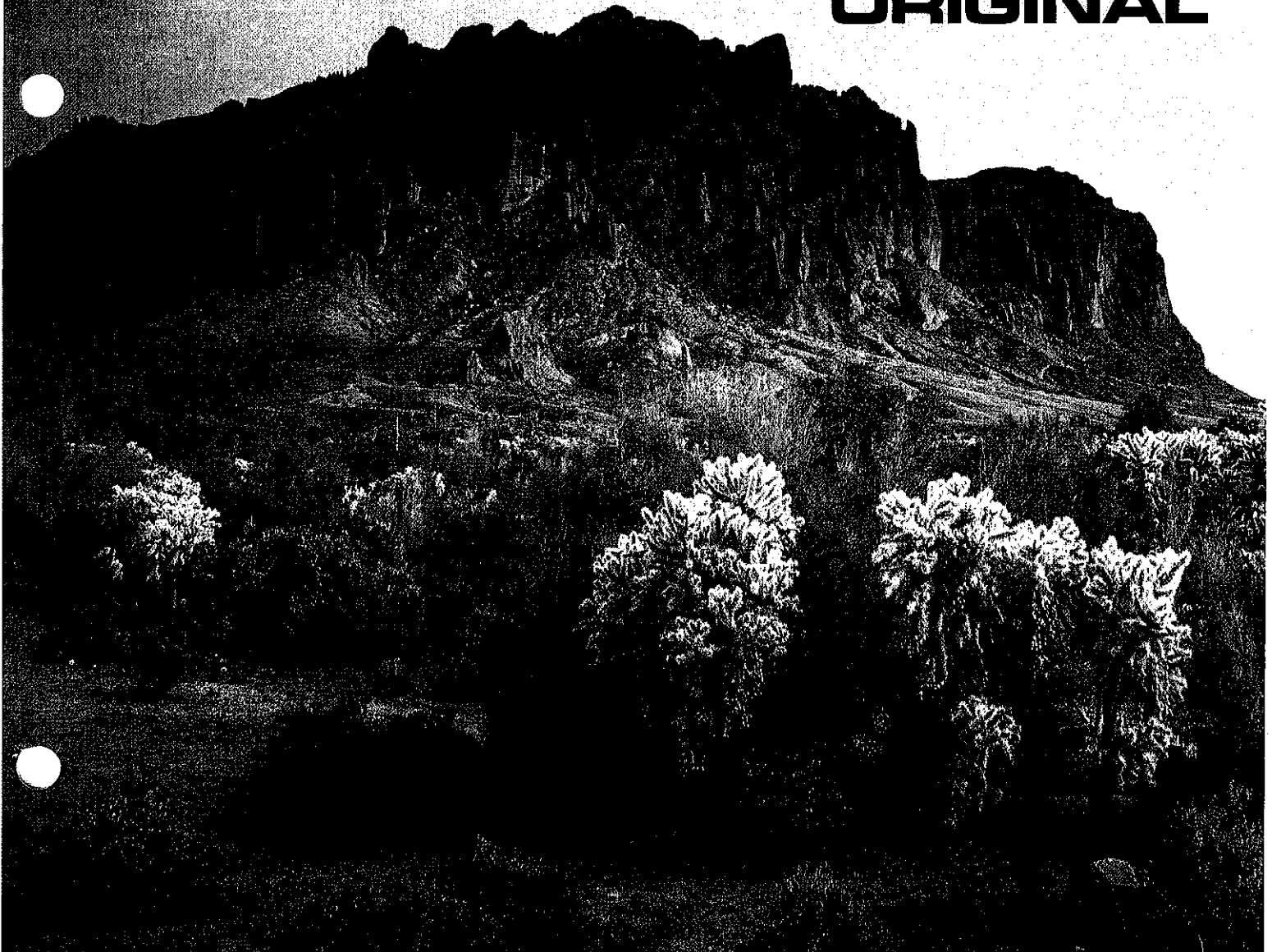
Solid Waste, Recycling and Disposal Services - Citywide

CITY OF  
**Apache Junction**  
**REFUSE**



Attn: **Heather Hodgman**  
*Public Works Management Analyst*  
To: City of Apache Junction  
300 East Superstition Blvd  
Apache Junction, Arizona 85119

**ORIGINAL**





Date: July 10, 2019

**RAD Waste & Recycling**  
*Headquarters*  
3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
office | 480.983.9100  
fax | 480.983.9102

**RAD Landfill**  
22316 South Harmon Road  
Florence, Arizona 85132

**RAD Phoenix Operations**  
3000 South 19th Avenue  
Phoenix, Arizona 85009

**RAD Waste & Recycling Center**  
**Maricopa Operations**  
46250 West McDavida Road  
Maricopa, Arizona 85139

**Front-Load Commercial Waste**



**Rolloffs**



**Toilets**



**RADservices.com**

To: The City of Apache Junction  
300 East Superstition Blvd  
Apache Junction, Arizona 85119

Attn: Heather Hodgman  
Public Works Management Analyst

RE: PW2019-41

Dear Heather,

It is with great honor we are providing our proposal for Apache Junction's Residential Solid Waste, Recycling and Disposal Services.

In 2007 we opened our Apache Junction base with one specific goal: to provide an affordable alternative service to the national trash and recycling providers. We believed—and still do—that customers deserve a locally based, warm, friendly, honest, and highly responsive service provider.

For RAD, Apache Junction is home. It has been the cornerstone of our success for 12 years now as Apache Junction continues to offer a dedicated community-based workforce, which is built on integrity and commitment.

There's no other trash provider more connected than RAD with their community support and employment opportunities in Apache Junction. This core belief is the key ingredient in making RAD one of largest waste providers in Arizona.

We're very proud of our services and welcome you to contact any of our included references. Our dedication to building meaningful relationships, coupled with community interaction; is a common theme you'll receive when talking with our current customers. Something we're very proud of.

If there's anything I'm able to assist with, if you have further questions regarding RAD's services or the supplied proposal; please contact me direct at 480-688-7411.

We appreciate the opportunity to further serve and grow the community of Apache Junction.

Respectfully,

Bart Powell  
Division Vice President  
Right Away Disposal



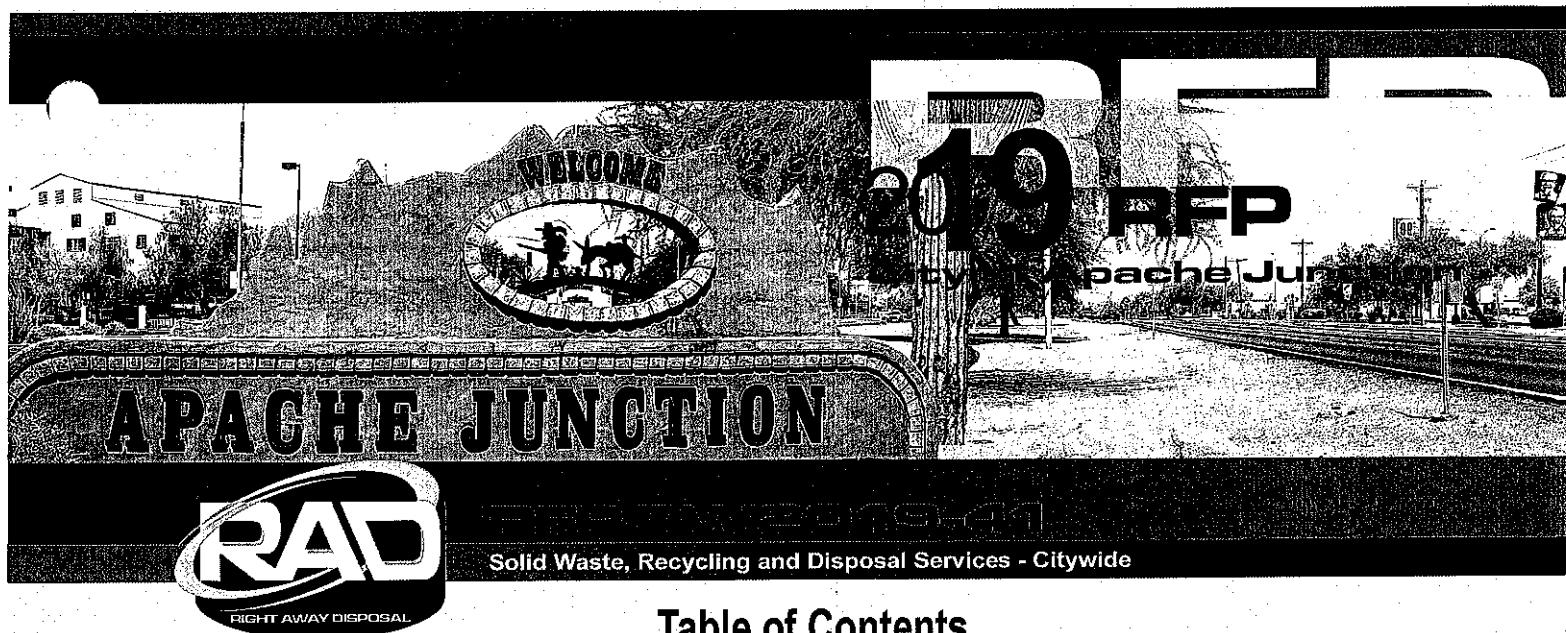
Right Away Disposal is a proud Better Business Bureau Accredited Business with an A+ Rating.



- ☒ 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)*

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

7/11/19  
\_\_\_\_\_  
Date



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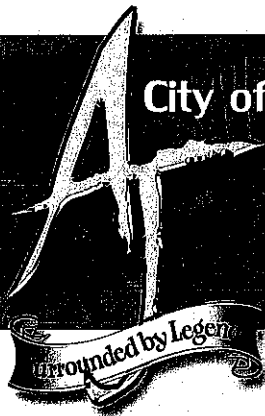
# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## a. General Information

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# City of Apache Junction

RFP PW2019-41

# 19



Solid Waste, Recycling and Disposal Services - Citywide

## Letter of Intent

Since the beginning, RAD has called Apache Junction home and has successfully grown its business through twelve years of customer satisfaction, quality of service and commitment to its residents. It is our great honor and privilege to be considered as a service provider you believe is capable of handling the waste and recycling needs of the City of Apache Junction.

### Intent Outline:

Proposer: Right Away Disposal (RAD)  
City: City of Apache Junction

**Proposal is a firm offer for one hundred eighty (180) days from the due date**

### Authorized Key Contact:

Name: Bart Powell  
Title: Division Vice President  
Address: 3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
Phone: 480.688.7411 direct  
Email: Bart@RADservices.com

**RAD has at least three (3) Municipal customers currently receiving similar work in the last twelve (12) months and has included their references.**

**RAD agrees to comply with the performance bond and insurance requirements set forth in the RFP. (Certificate of Insurance included)**

**Understands Project No. PW2019-41 and all included documents**

**Understands the Agreement for Solid Waste, Recycling and Disposal Collection Draft.**

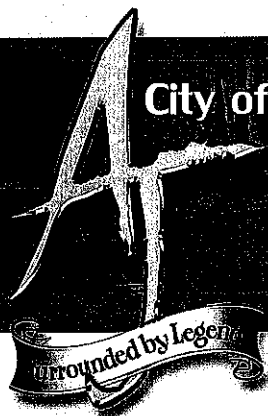
**RAD's Management, and supporting staff, has no professional or personal interests which could be considered a conflict of interest in representing the City.**

We look forward to you reviewing the materials we have completed within this proposal and hope that it provides the requirements in awarding this RFP to RAD.

Bart Powell  
Division Vice President  
Right Away Disposal

Date

7/11/19



City of Apache Junction

RFP PW2019-41

2019



Solid Waste, Recycling and Disposal Services - Citywide

Welcome - Company Experience - (background)

*We believe every great organization is defined by how they deliver on quality, service, communication and respect. We covet these and believe they are our competitive point of difference in how we put them in practice every day. Our successful relationship driven belief of engagement enables us to be extremely effective for our customers and the municipalities we serve.*

**Right Away Disposal (RAD)** is the largest Apache Junction based, full-service provider of waste collection, removal, hauling, recycling, portable toilets and landfill services for municipalities, communities and commercial businesses in Arizona. With operation headquarters in Apache Junction, locations in Phoenix, Globe, Tucson and Maricopa, state-of-the-art technology and equipment, and an impressive transportation fleet, we're poised and ready to help customers across the entire waste stream — saving you time, effort and money while reducing your company's environmental impact. It's also what separates RAD as a leader in this industry, our business model is always flexible and evolving, which allows us to build meaningful, long-term relationships with our customers — relationships that are based on quantifiable results.

*Our approach is simple. A great deal of RAD's management team comes from the service side of the business, not the sales side. Profitability is not the main focus; the main focus is you. We want to not only meet but exceed your goals and expectations, while becoming an integral part of your team. If we do this, and continually do it well, together we will be successful.*

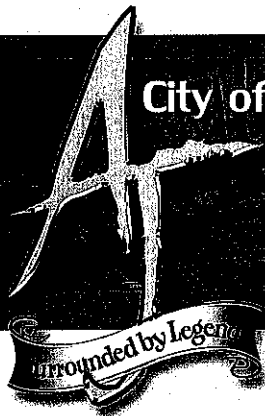
### Why RAD?

From the very beginning, RAD has been proud of its Apache Junction roots. Founded by Bart Powell and Jeremy Takas in 2007, both Arizona natives, we have always operated under a simple philosophy — "If you deliver exceptional customer service, your local reputation and business will flourish". Nearly a decade later, that conviction is the foundation to our success. We're more deeply involved with the communities and businesses we serve, which has allowed us to expand throughout Arizona.



^ RAD Corporate Headquarters and Waste & Recycling Campus Apache Junction, Arizona

*We are a mission-driven, valued-minded, Apache Junction based company. RAD, as a whole, provides over 280+ full-time jobs, which encompasses management team, sales, operations, customer service, maintenance and MRF (Material Recovery Facility) support staff — 100% of these jobs are fulfilled by Arizona residents.*



# City of Apache Junction

RFP PW2019-41

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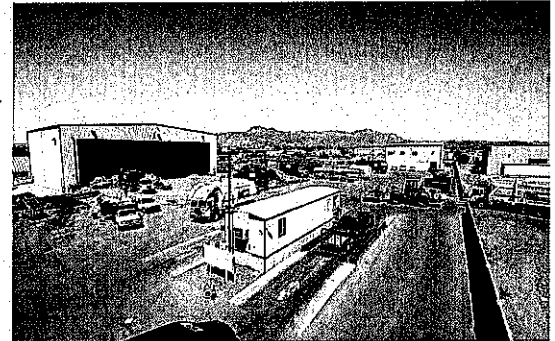
Solid Waste, Recycling and Disposal Services - Citywide

Welcome - Company Experience - (background)

## East Valley Transfer Station and Corporate Campus - Apache Junction

3755 South Royal Palm Road  
Apache Junction, Arizona 85119

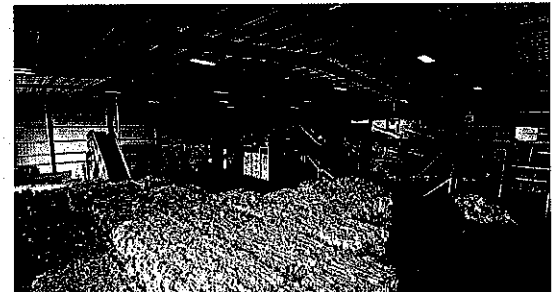
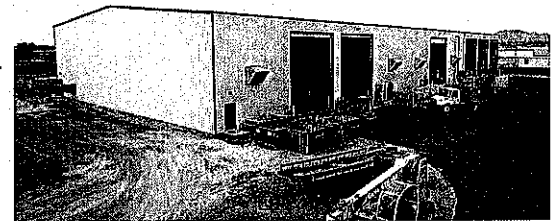
Our original facility and corporate headquarters makes Apache Junction a special place for us. Suitably located in the fast-growing East Valley, RAD's multi-functional facility is designed to fulfill the increasing growth of companies, communities and municipalities with comprehensive waste and recycling services.



## RAD Recycling Center - Apache Junction

Corporate Campus

The 30,000 sq. ft. state-of-the-art facility is Pinal County's only Material Recovery Facility (MRF). This facility addresses the growing regional demands for sustainability through the reuse and recycling of a large number of materials, mostly collected through single-stream curbside programs.

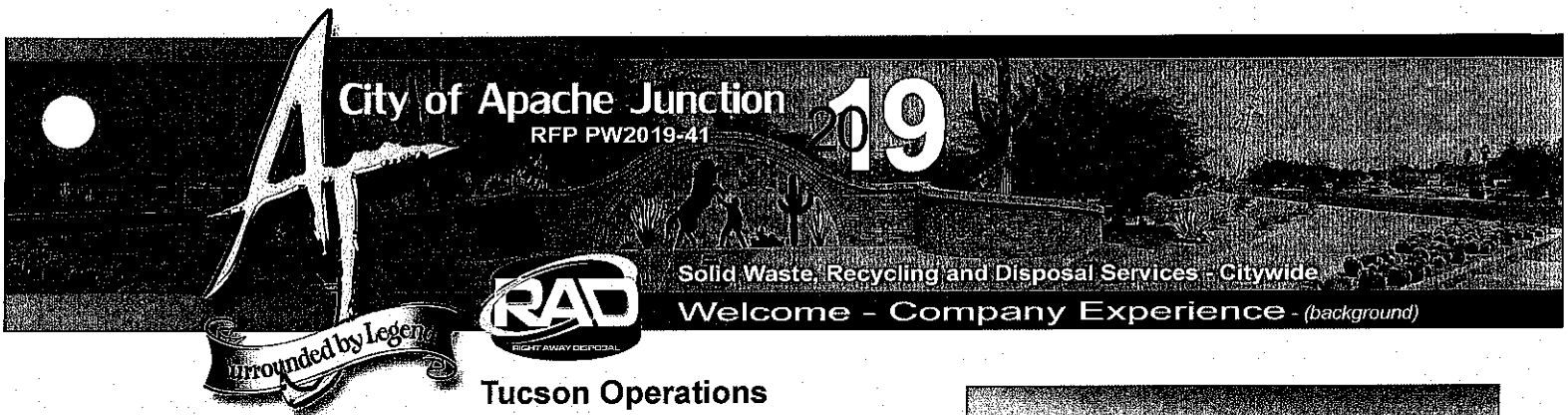


## West Valley Transfer Station - Phoenix

3000 South 19th Avenue  
Phoenix, Arizona 85009

Opened in 2016, the West Valley, 6 plus acre, campus has already made a great impact in fulfilling the growing market demands and increasing RAD's footprint to further enhance service for customers in Phoenix and West Metro communities.





### **Tucson Operations**

#### **The RAD Regional Landfill - Florence**

22316 South Harmon Road  
Florence, Arizona 85132

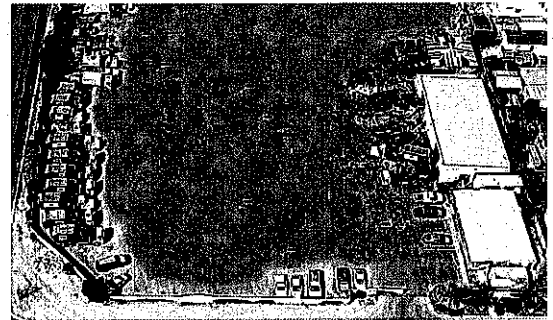
The RAD Regional Landfill located between Phoenix and Tucson is instrumental in how waste is appropriately handled and disposed. The 500 acre landfill meets and exceeds all subtitle D regulations, set by state and federal guidelines, for proper and environmentally safe waste disposal. Possessing a landfill is significant in the waste industry, it provides flexibility and cost saving options for our customers.



### **Tucson Campus - South Tucson**

6250 South Del Moral Blvd  
Tucson, Arizona 85706

Opened in July 2018, RAD's new Tucson location, acquired in the recent merger of Arizona Sanitation, is strategically located to increase new areas of service in the South Tucson communities and to continue to support the current customers in Marana and Oro Valley. RAD's Tucson base operations, including sales and maintenance, are also located within the campus.



### **Maricopa Operations**

#### **RAD Waste & Recycling Center - Maricopa**

46250 West McDavid Road  
Maricopa, Arizona 85139

RAD Maricopa is a joint-city partnership to reduce the amount of recyclable materials going to landfill and eliminate waste discarded in neighboring desert land. The Facility is dedicated to the community of Maricopa, it offers the safest disposal of construction, landscape and household solid waste, in addition to green-friendly alternatives in recycling.

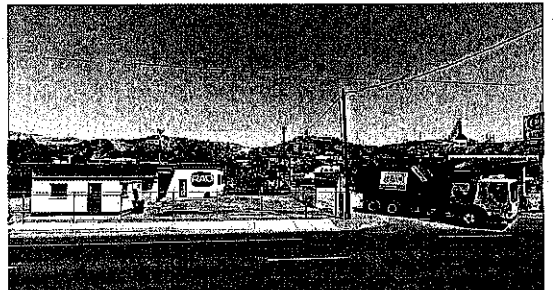


### **Globe-Miami Regional Operations**

#### **RAD Service Facility - Globe-Miami**

606 Live Oak Street  
Miami, Arizona 85539

The Globe-Miami Service Facility places RAD's regional base operations with great focus on supporting residential, commercial and industrial trash/recycling services for communities of the Cooper Corridor.



**Please Note:** Due to the number of pages of each report, RAD is providing a complete version of each 2017 and 2018 audited financial reports on the provided Flash Drive, conveniently located in the front inside cover pocket of this proposal. File Names are Form 10K 2017 Form and Form 10-K 2018.

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2018

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 1-34370



**WASTE CONNECTIONS, INC.**  
(Exact name of registrant as specified in its charter)

**Ontario, Canada**  
(State or other jurisdiction of incorporation or organization)

**98-1202763**  
(I.R.S. Employer Identification No.)

**610 Applewood Crescent, 2<sup>nd</sup> Floor**  
**Vaughan**  
**Ontario L4K 0E3**  
**Canada**  
(Address of principal executive offices)

**(905) 532-7510**  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:  
**Common Shares, no par value** **New York Stock Exchange**  
(Title of each class) **Toronto Stock Exchange**  
(Name of each exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

**Please Note:** Due to the number of pages of each report, RAD is providing a complete version of each 2017 and 2018 audited financial reports on the provided Flash Drive, conveniently located in the front inside cover pocket of this proposal. File Names are Form 10K 2017 Form and Form 10-K 2018.

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**Canada**

*(Address of principal executive offices)*

**(905) 532-7510**

*(Registrant's telephone number, including area code)*

Securities registered pursuant to Section 12(b) of the Act:

**Common Shares, no par value**

*(Title of each class)*

**New York Stock Exchange**

**Toronto Stock Exchange**

*(Name of each exchange on which registered)*

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

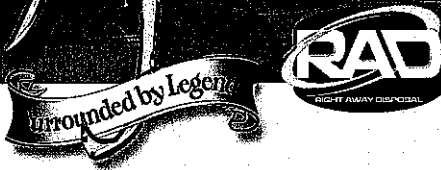
Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

# City of Apache Junction

RFP PW2019-41

# 2019



**Solid Waste, Recycling and Disposal Services - Citywide  
Bidder's Licenses and Certifications**

Form **W-9**

(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Waste Connections of Arizona, Inc.**

2 Business name/disregarded entity name, if different from above  
**Right Away Disposal, L.L.C.**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3 Waterway Square Place, Suite 110**

6 City, state, and ZIP code  
**The Woodlands, Texas 77380**

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

9	4	-	3	4	0	9	8	4	8
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *[Signature]* Date **3/23/18**

### General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

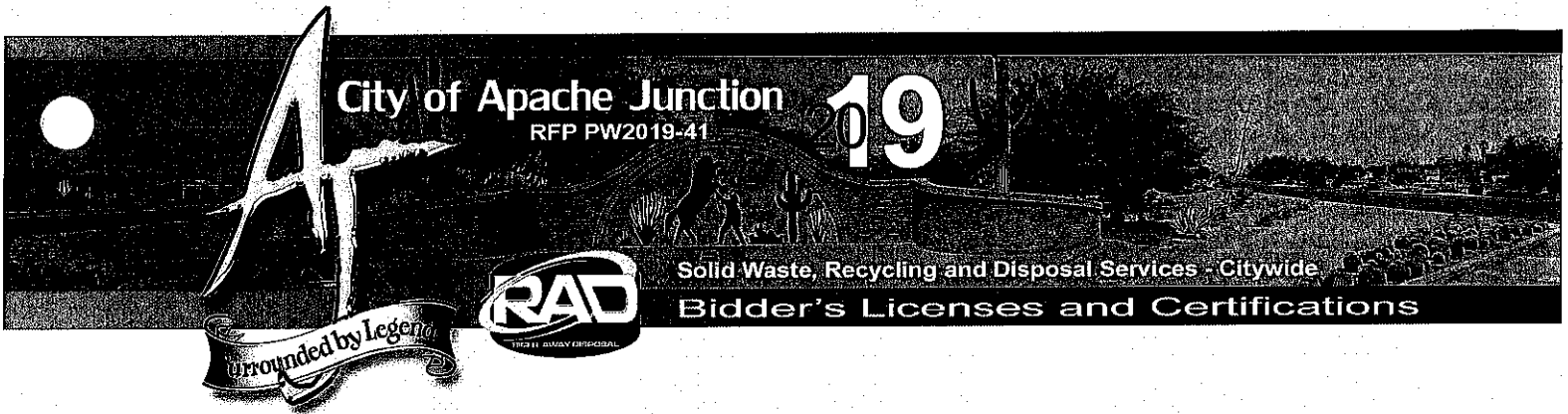
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)



ARIZONA DEPARTMENT OF REVENUE  
ATTN: License and Registration  
PO BOX 29032  
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**



The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2019

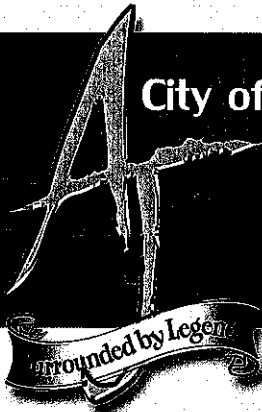
ISSUED TO: WASTE TECHNOLOGIES LLC  
PO BOX 52768  
MESA AZ 85208

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

➤ **LICENSE: 20837916**  
**START DATE: 01/01/2011**  
**ISSUED: 02/02/2019**  
**EXPIRES: 12/31/2019**

LOCATION: NUMBER 001  
RIGHT AWAY DISPOSAL  
3755 S ROYAL PALM RD  
APACHE JUNCTION AZ 85119  
1600044555324  
THIS LICENSE IS NOT TO BE REPRODUCED OR COPIED

This License is issued to the business named above for the address shown. Licensees, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.



City of Apache Junction  
RFP PW2019-41

19



Solid Waste, Recycling and Disposal Services - Citywide  
Bidder's Licenses and Certifications

## BUSINESS LICENSE

**POST THIS LICENSE CONSPICUOUSLY AT THE PLACE OF BUSINESS**

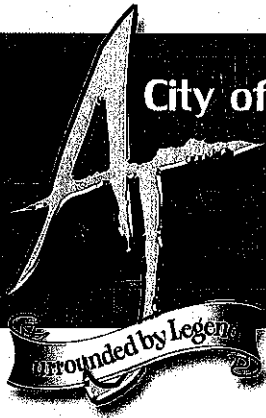
<b>MAILING ADDRESS</b> RIGHT AWAY DISPOSAL 3755 S ROYAL PALM RD APACHE JUNCTION, AZ 85119		<b>OWNER/LEGAL ENTITY</b> WORTHINGTON F JACKMAN 3755 S ROYAL PLAM RD APACHE JUNCTION, AZ 85119	
<b>LICENSE: 49-282570</b> <b>ISSUED: 1/8/2019</b> <b>EXPIRES: 12/31/2019</b>			
<b>SITE ADDRESS: 3755 S ROYAL PALM RD</b> <b>DESCRIPTION: Solid Waste Collection</b>  <b>CLASSIFICATION: Retail</b>  <b>PERMITS: NONE</b>			
<b>FEES PAID</b>	<b>Basic License Fee:</b>	<b>\$50.00</b>	
	<b>Permit Fees:</b>	<b>\$0.00</b>	
	<b>Other Fees:</b>	<b>\$0.00</b>	
	<b>Total Fees:</b>	<b>\$50.00</b>	

By accepting this license, the owner/applicant acknowledges that the above information is correct, and agrees to comply with all State of Arizona and federal laws regulating activities covered by this license. No business can be conducted under this license in any location other than the site address designated herein.

This license cannot be transferred or reassigned. If you cease doing business or make any changes in your business address or phone, please notify the City licensing office immediately.

**City of Apache Junction**  
300 E. Superstition Blvd.  
Apache Junction, AZ 85119  
Phone: (480) 474-5070





City of Apache Junction  
RFP PW2019-41

2019



Solid Waste, Recycling and Disposal Services - Citywide  
Bidder's Licenses and Certifications



## Entity Information

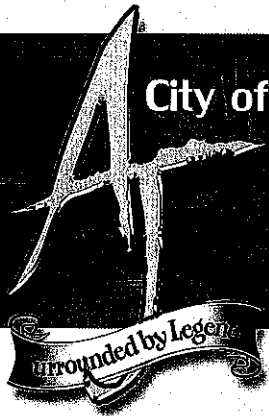
Search Date and Time:  
6/26/2019 1:27:12 PM

### Entity Details

Entity Name:	RIGHT AWAY DISPOSAL, L.L.C.	Entity ID:	L13363641
Entity Type:	Domestic LLC	Entity Status:	Active
Formation Date:	1/9/2007	Reason for Status:	In Good Standing
Approval Date:	1/12/2007	Status Date:	
Original Incorporation Date:	1/9/2007	Life Period:	Perpetual
Business Type:	Any legal purpose	Last Annual Report Filed:	
Domicile State:	AZ	Annual Report Due Date:	
		Years Due:	
Original Publish Date:	1/29/2007		

### Document History

Document Type	Barcode ID	Date	Status
<a href="#">Articles of Amendment - LLC</a>	19041214583379	04/12/2019	Approved
<a href="#">Statement of Change - LLC KPB/Stat Agent</a>	18083107456678	08/31/2018	Approved
<a href="#">Articles of Amendment - LLC</a>	06319261	04/25/2018	APPROVED
<a href="#">Miscellaneous Document</a>	04046486	10/09/2012	APPROVED
<a href="#">Miscellaneous Document</a>	03441119	04/01/2011	APPROVED
<a href="#">Articles of Amendment - LLC</a>	02662099	01/02/2009	APPROVED
<a href="#">Affidavit of Publication</a>	01869095	01/29/2007	Accepted
<a href="#">Articles of Organization</a>	01841358	01/09/2007	APPROVED



# City of Apache Junction

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Solid Waste, Recycling and Disposal Services - Citywide  
Bidder's Licenses and Certifications



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/27/2019

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5535 San Felipe Suite 1500 Houston TX 77056 USA		<b>CONTACT</b> NAME: PHONE (A/C, No. Ext.): (566) 283-7122 FAX (A/C, No.): (800) 363-0205 E-MAIL: ADDRESS:	
<b>INSURED</b> Waste Connections of Arizona, Inc. dba Right Away Disposal, L.L.C. 3753 S. Royal Fair Rd. Apache Junction AZ 85119 USA		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Co of North America 48575 INSURER C: ACE Fire Underwriters Insurance Co. 20702 INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 570077126903 **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

LINE	TYPE OF INSURANCE	ADD. SUBS. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAS US-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HD0671094777	08/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 TAKES OVER RETAIL POLICIES TO COVERAGE MED EXP: Any one person PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP. CAGS \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CED <input type="checkbox"/> RETENT. CA		ISA H25159139	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT \$5,000,000 - Exception: BODILY INJURY - Per person: BODILY INJURY - Per accident: PROPERTY DAMAGE - Per accident: EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER OR BENEFICIARY (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WLC65226303 AOS SCPC65431622 WI	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER. <input type="checkbox"/> S&B <input type="checkbox"/> JTE <input type="checkbox"/> P&A E... EACH ACCIDENT \$1,500,000 E... DISEASE-BENEFICIARY \$1,500,000 E... DISEASE-POLICY LIMIT \$1,500,000

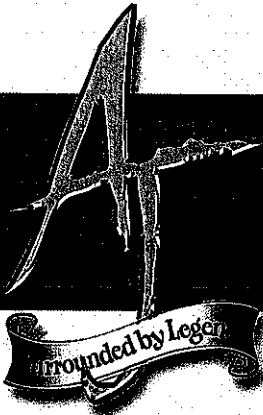
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project No. PW2019-41. City of Apache Junction, its officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. Contractual Liability is written into the coverage form of the General Liability Policy but is subject to all terms, conditions, limitations and exclusions of the policy.

<b>CERTIFICATE HOLDER</b> City of Apache Junction - PW2019-41 300 E. Superstition Boulevard Apache Junction AZ 85119 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services Southwest, Inc.</i>
---	---

ACORD 25 (2018/03)

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# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## b. Experience and Qualifications

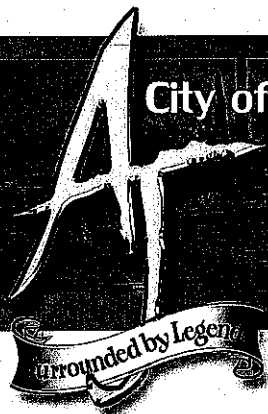
**Page 15**      *Experience*

**Page 16-18**      *Corporate Staff and Key Personnel Qualifications*

**Page 19**      *Single Point of Contact for City Staff*

**Page 20**      *Practices and Procedures*

**Page 21-24**      *3 Municipal References from Current/Past Performance*



City of Apache Junction

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Solid Waste, Recycling and Disposal Services - Citywide

Company Experience

## Understanding a Seamless Transition

At RAD, we believe a successful municipality partnership is measured by the level of satisfaction customers receive, not by the number of homes serviced within an hour or the stockholder's satisfaction. Customer fulfillment begins with a plan. This plan involves educating customers about the necessary changes before, during, and on-going as the City transitions to a single hauler. Proper customer education and proactive approach alleviates customer uneasiness.

RAD has a strong track record in servicing municipalities and reassuring a successfully transitioning to new service. Within the past 12 months, RAD has seamlessly transitioned 10 communities, including the recent service implementation of the City of Goodyear. In fact, over the past 10 years, RAD has provided effective transitions to over 75 municipal and large scale HOA communities throughout Arizona. A great deal of RADs' information, approach, experience, references and history are represented in the introductory pages and following pages of this RFP.

Our already proven staff is conditioned to provide successful results. These results can be measured in how we excel in other communities. From our administrative team, customer service associates, maintenance technicians, landfill operators, and front line drivers, all are given a play book for success in our industry.

Because safety is the cornerstone of our play book, our drivers all have Commercial Drivers License's and meet the medical qualifications to operate commercial vehicles. RAD drivers that will service the City, are already providing service to the City and have an established understanding in meeting expectations.

After the initial education process, container delivery to each home will take place quickly and efficiently. When containers are delivered, customers will be reminded about service days, acceptable and non-acceptable material, and when to have containers available for service. Holiday collections schedules will also be provided to each resident and updated on the RAD website on an annual basis.

RAD is committed to being professionals within the waste industry. We will dedicate a team to provide the smoothest transition from one provider to another by assisting in removing containers and delivering containers without hindering the lives of the residents of Apache Junction.

## This is a big campaign, having the right partner is vital

*The City's residents are vast and varied, and their participation in a new waste and recycling program is critical. RAD's job is to let them know the program is coming, when the carts are being delivered (if not currently under RAD service), how they should use them and the moving parts of billing. It's much easier to get it right from the beginning than to try to change behavior later. Spend the effort up front! Make it pertinent to them, and employ some of the following tips and tactics to bolster success.*

### **The small details**

*Provide residents with an immediate, local customer service number/team and assist the City in developing a web-page for assistance and additional resources. RAD will make sure these resources are stocked with current information that's brand related to the City.*

### **Deliver carts with information**

*When RAD deliver carts, we are sure to include an informational packet. Providing the right information will reassure the program is off on the right foot*

### **It's never one and done**

*For a person to truly absorb a message, it typically takes three to five "touches." A letter only counts as one. RAD will implement options like introductory bill inserts, email outreach, and social media outlets.*

*This mindset is a proven system that truly provides a successful, seamless, transition in new service.*

# City of Apache Junction

RFP PW2019-41

# 2019

Surrounded by Legends



Solid Waste, Recycling and Disposal Services - Citywide

Corporate Staff and Key Personnel Qualifications



**Bart Powell**

Division Vice President  
Bart@RADservices.com  
direct | 480.688.7411

Bart Powell is a Division Vice President for Right Away Disposal. In this capacity, Mr. Powell oversees all operations for Right Away Disposal and serves as the primary contact for all Municipal contracts. He is a founding partner of Right Away Disposal (RAD).

Under his leadership and guidance, RAD has grown as an Arizona company and currently employs over 251 people that reside in our communities. During this time, RAD has opened a fully licensed landfill and a state of the art recycling facility with a focus on diverting materials from the waste stream and promoting sustainability.

RAD has also acquired and merged with four other solid waste, recycling and portable toilet companies over the past five years. Under Mr. Powell's direction, RAD's customer base now includes 200,000 plus residential customers in both Phoenix and Tucson markets. This is also

coupled with book of business for commercial front load, roll off and portable toilets.

Before founding RAD, Mr. Powell served as District Manager for Waste Services, Inc. and Arizona Waste Services. His responsibilities included the oversight of operations for over 150 collection vehicles, two transfer stations and one landfill in the Phoenix Metro Area.

From 1999 to 2003, Mr. Powell was the owner of ABC Disposal in Phoenix. ABC Disposal operated 17 trucks and provided residential and roll off trash services in the Phoenix Metro Area.

Mr. Powell takes great pride in working with community outreach programs and continually participates in events that promote Arizona job growth. He is dedicated to expanding and developing RAD's services with a commitment to sustainable resources and an eco-friendly footprint.



**Larry Williams**

Sales and Marketing Director  
Municipality Liaison  
Larry@RADservices.com  
direct | 602.677.5308

Larry Williams joined Right Away Disposal (RAD) in January of 2015 as the Director of Sales and Marketing. He leads the effort to create and maintain strong bonds with the company's municipality and HOA Community client base through innovative community outreach programs and recycling education/awareness.

Prior to joining RAD, Larry held the position of Director of Marketing with United Fibers from 2010 to 2014. He has directed countless marketing and business development initiatives that increased market placement and significant awareness in recycling. Larry has collaborated with partner corporations, municipalities and governmental organizations that include the City of Mesa, City of Chandler, City of Tempe, Town of Queen Creek, City of Casa Grande and the Federal Reserve Bank (Currency Division, San Francisco) to help shape the company's environmental strategy and goals.

In 2013 Larry fostered North America's first municipal curbside "Textile Recycling" Program with the Town of Queen Creek. This highly successful recycling initiative received numerous awards and media attention that included Wall Street Journal, New York Times and USA Today.

From 1998 to 2010, Larry served as the CEO for Oasis Printing and Publishing, specializing in Power Sport related publications. Larry directed the many aspects of marketing, branding, PR and retail distribution through several periodical outlets including Barnes and Nobles. Beyond his corporate duties Larry also integrated his journalism and photography skills as a regular contributor to the editorial staff.

A native of Seattle, Washington, Larry holds a Bachelors of Arts degree in Communication from Washington State University.

# City of Apache Junction

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Surrounded by Legends



Solid Waste, Recycling and Disposal Services - Citywide

Corporate Staff and Key Personnel Qualifications



**Jennifer Barton**

Office Manager

Jennifer@RADservices.com  
direct | 480.776.1305

Entering her ninth year of employment, Jennifer Barton has fulfilled the title of Office Manager for RAD. As office manager, she is responsible for all office related matters including: inside sales calls, customer service issues, municipal work orders, residential work orders, account receivables and payables.

Mrs. Barton has extensive experience in scheduling, organizing and delegating work assignments to the office staff. She excels in dealing with walk in customers and has the skills and demeanor to resolve issues in timely fashion.

From 2006 to 2008 Mrs. Barton worked as an Administrative Assistant for Pace Concrete and Plumbing, Inc. in Apache Junction, AZ.

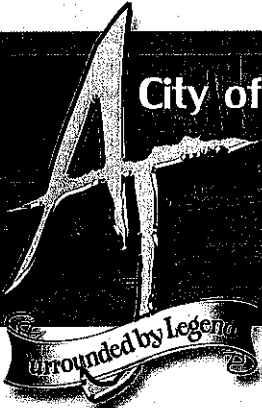
Her responsibilities at that time were to ensure accuracy on time and material entries on work orders, manage accounts payable, accounts receivable and account aging. In addition she was responsible for data entry, filing, dispatch, customer service scheduling and answering incoming phone calls. She supplied additional office support as needed and greeted walk in customers.

From 2003 – 2006 she worked for Arizona Plumbing Co, Inc. in Mesa, AZ as Office Manager. She managed weekly payroll, receivables, payables and account aging. She also managed inventory, customer service and the dispatch department in addition to scheduling work.

# City of Apache Junction

RFP PW2019-41

# 19



Solid Waste, Recycling and Disposal Services - Citywide

Company Experience (background)



**Thomas Bray**

Director of Safety

Thomas@radservices.com  
direct | 480.797.2452

Thomas Bray currently holds the position of Director of Safety for Right Away Disposal (RAD).

His previous position at RAD was General Manager West Phoenix Division, which included the construction and startup of the RAD Phoenix Transfer Station.

Prior to joining RAD he served as Director of Operations and Safety for Roll Offs Hawaii, based on Oahu, Hawaii. This position included day to day oversight and responsibility for all trash and recycling operations including a transfer station. He administered the company health and safety program and worked closely with executives of the First Insurance Company of Hawaii to develop sustainable safety processes and procedures.

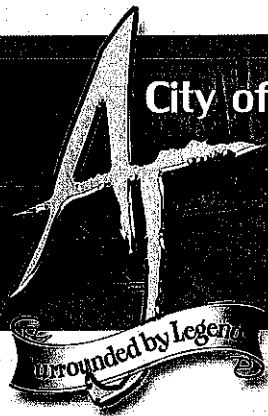
Mr. Bray is a career solid waste and recycling professional having more than four decades of industry experience. He began his career as a route driver, before becoming a driver supervisor and then moving into management roles. His first management position was as facility Operations Manager followed by District Safety Manager for collection and post collection operations for USA Waste. He was then promoted to Asst. General Manager for all company operations including collection routes, three transfer stations, a truck repair facility, the container maintenance department and a material recycling facility (MRF).

His next position was District Maintenance Manager for Waste Management in WA state. During this tenure, he won the title of Top Shop, a coveted and esteemed corporate award for cost control and safety excellence.

Mr. Bray relocated to Arizona in 2005, as Senior District Fleet Manager with Waste Management, with responsibility for four operating districts and over 135 pieces of equipment. He voluntarily resigned from Waste Management in 2012, assumed his executive role in Hawaii, ultimately leaving in 2014.

His experience and significant accomplishments include the development and implementation of a county wide residential, multi-family and commercial recycling program. He has contract management experience, leading the effort to establish new rates and service levels for Federal Naval Housing in Kitsap County, WA. His leadership resulted in extending the trash and recycling contract for the company. He also founded and developed a Medical Waste Disposal company which was sold to Stericycle.

Mr. Bray has many years of front line customer relations experience through involvement in community programs, liaison activities and customer service initiatives.



**City of Apache Junction**  
RFP PW2019-41

**19**



**Solid Waste, Recycling and Disposal Services - Citywide**  
**Corporate Staff and Key Personnel Qualifications**

### **Key Personnel Chart**

**Bart Powell**  
*Division Vice President*  
Legal Officer  
Phone: 480.688.7411  
Email: Bart@RADservices.com

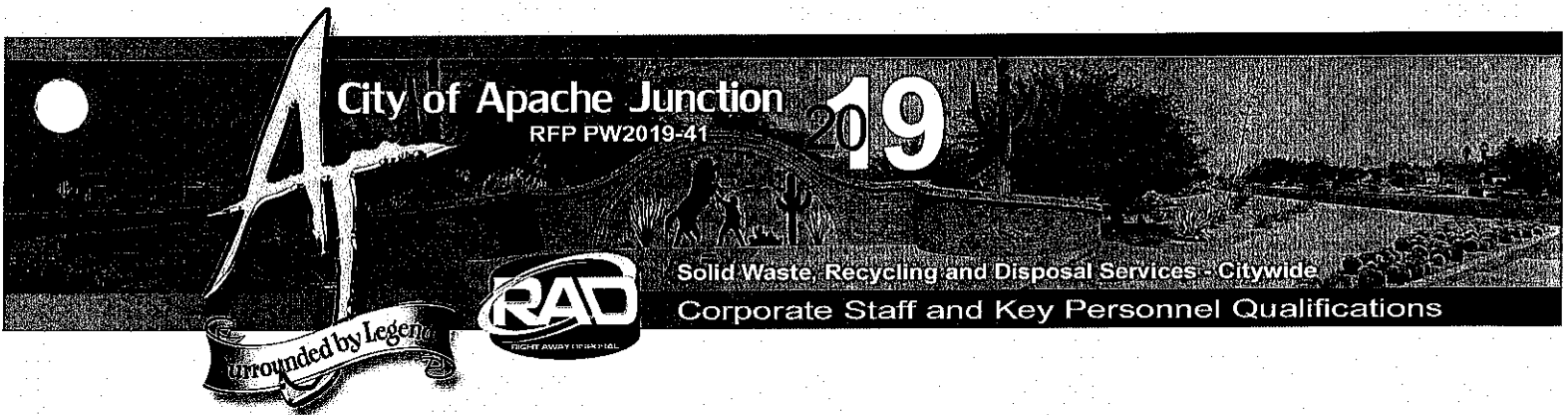
**Larry Williams**  
*Director of Sales and Marketing*  
*Municipality Liaison*  
Community Outreach, Education and  
Special Events  
Key City Contact for Items Outside  
Customer Service and Operations  
Phone: 602.677.5308  
Email: Larry@RADservices.com

**Thomas Bray**  
*Director of Safety*  
Phoenix and West Valley Transfer  
Emergency and Safety Procedures  
Phone: 480.797.2452  
Email: Thomas@RADservices.com

**Jennifer Barton**  
*Office Manager*  
Customer Service and Key City  
Contact for Day-to-Day Operations  
Phone: 480.776.1305  
Email: Jennifer@RADservices.com

### **Single Point of Contact**

**Bart Powell**  
*Division Vice President*  
Legal Officer  
Phone: 480.776.1303  
Email: Bart@RADservices.com



## **Practices and Procedures**

### **New Hires and Background Check**

Every applicant undergoes a rigorous background check in addition to being vetted on their driving record. An applicant with a poor driving record will not be considered for employment. Upon passing the interview process they will participate in Onboarding and New Hire Orientation. A copy of New Hire Safety Training and Orientation will be provided to each employee in addition to a Safe Work Practices workbook.

- All drivers undergo a formal road test
- Before new hires can go on their own, they receive training from a driver trainer

### **Management**

Managers and Supervisors are trained on coaching and mentoring techniques focusing on servant leadership and supporting the rank and file employees.

### **Employee Training Guidelines**

1) Employees given a new job assignment for which training has not been previously provided will be trained before beginning the new assignment. 2) Whenever new equipment is introduced into the workplace, all effected employees will receive training and orientation on the new equipment. 3) Additional training will be provided whenever management believes that additional training is necessary after risky behaviors are identified from a work/route observation or reported close call. 4) Post incident/accident review may determine that additional training is necessary. 5) When employees are not following safe work rules or procedures. 6) Each Right Away Disposal front line operations employee receives mandatory continuing weekly safety training.

### **Job-Specific Training Follows These Guidelines**

The following training methods are used. Actual demonstrations of the proper way to perform a task are compulsory and completed by managers, supervisors, department heads and lead drivers who will:

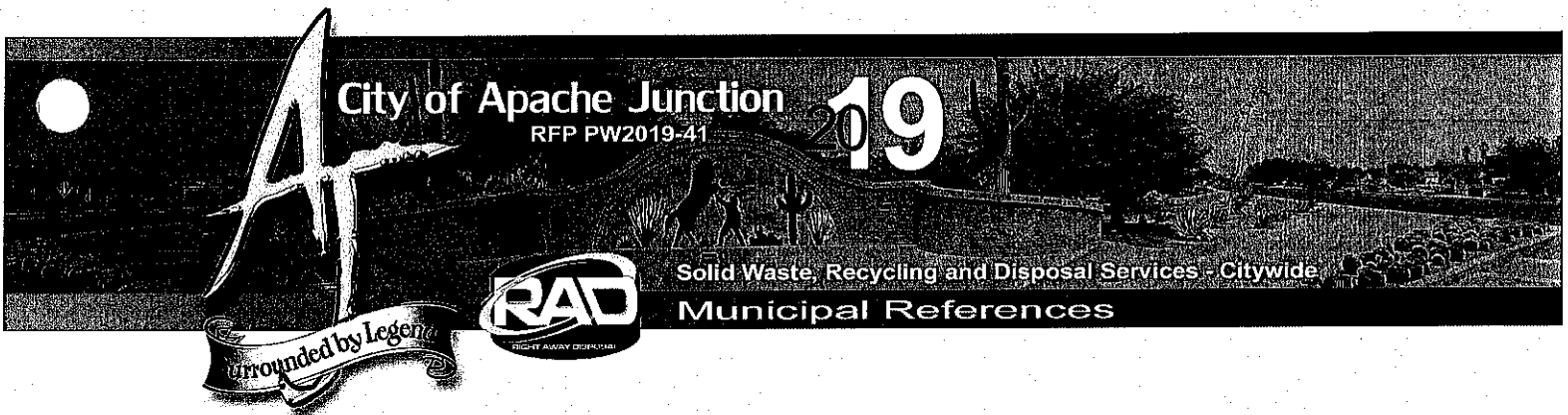
- The trainer will describe how to do the job safely
- The trainer will demonstrate how to do the job safely
- The employee will then describe how to do the job safely
- The employee will then show how to do the job safely
- The trainer will follow up to ensure the employee is performing the job safely

Management or designated person will observe employees performing the work. If necessary, they will provide a demonstration using safe work practices, or remedial instruction to correct deficiencies before an employee is permitted to work without supervision.

### **Employee Conduct**

The Company desires to maintain a workplace where all employees feel safe and enjoy coming to work, while at the same time are productive and provide a service to our customers in a friendly and efficient manner. Therefore, we embrace, train and follow these policies and procedures (not all inclusive).

- Honesty and Integrity
- Ownership and Accountability of Personal Actions
- Employee Safety and Reporting of Incidents
- Anti-Violence
- Equal Opportunity
- Drug and Alcohol Zero Tolerance Policy
- Performance Reviews
- Drivers and Operators are required perform pre and post trip inspections each day
- Safety training follows OSHA and ADOSH training requirements
- Department of Transportation guidelines strictly adhered to



Offeror Name: Right Away Disposal (RAD)

Experience Information:

Community Name: Town of Queen Creek

Location: Queen Creek, Arizona

Contact Name: Ramona G. Simpson Title: Environmental Programs Supervisor

Telephone Number: 480.358.3831 Email Address: Ramona.Simpson@queencreek.org

Experience Overview:

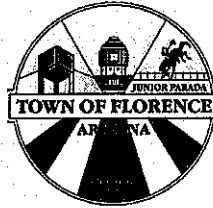
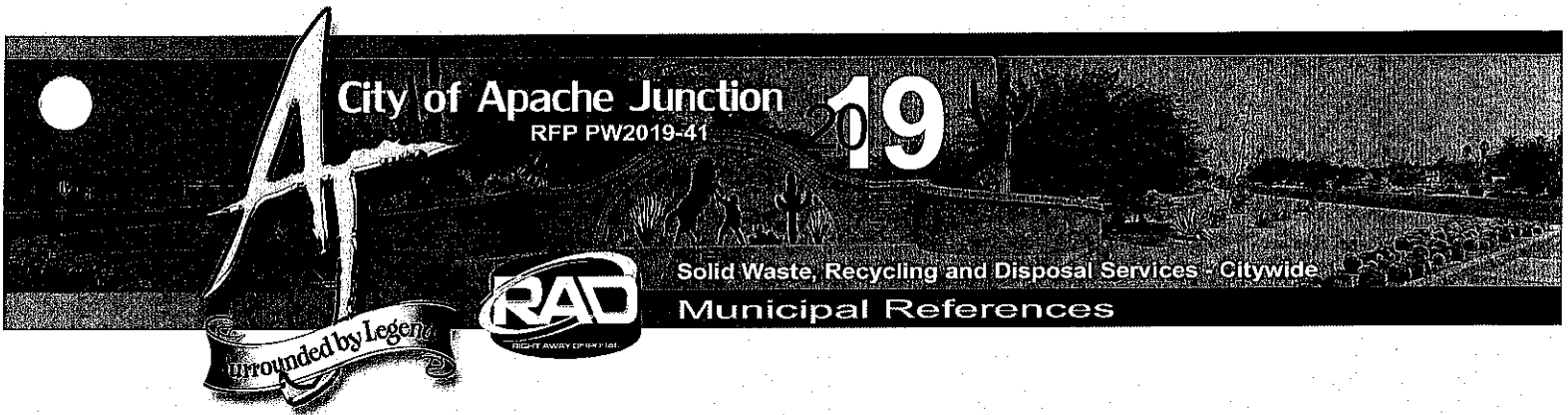
Dates of Service: 2010 - Current

Description of Service: Waste and Recycling

Residential Units: 12,000 plus

Additional Experience/Project Description:

Currently 14,000+ Customers  
The municipality has exercised its three (3) one (1) year extensions  
pushing service into 2020



Offeror Name: Right Away Disposal (RAD)

Experience Information:

Community Name: Town of Florence

Location: Florence, Arizona

Contact Name: Benjamin Bitter Title: Assistant to the Town Manager / PIO

Telephone Number: 520.840.0868 Email Address: Benjamin.Bitter@FlorenceAZ.gov

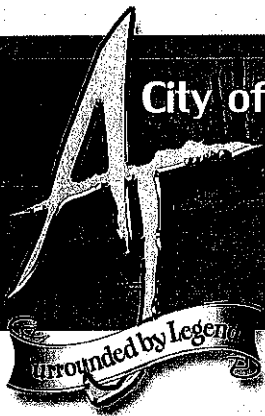
Experience Overview:

Dates of Service: 2013 - Current

Description of Service: Waste and Recycling

Residential Units: 3,000 plus

Additional Experience/Project Description:



# City of Apache Junction

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Solid Waste, Recycling and Disposal Services - Citywide  
Municipal References



Offeror Name: Right Away Disposal (RAD)

Experience Information:

Community Name: City of Tolleson

Location: Tolleson, Arizona

Contact Name: Jamie McCracken Title: Field Operations Director

Telephone Number: 623.478.8730 Email Address: JMcCracken@tollesonaz.org

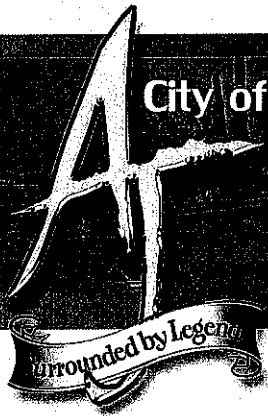
Experience Overview:

Dates of Service: 2016 - Current

Description of Service: Waste and Recycling

Residential Units: 1,400 plus

Additional Experience/Project Description:



City of Apache Junction  
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Solid Waste, Recycling and Disposal Services - Citywide  
Municipal References



Offeror Name: Right Away Disposal (RAD)

Experience Information:

Community Name: City of Eloy

Location: Eloy, Arizona

Contact Name: Harvey Krauss Title: City Manager

Telephone Number: 520.466.9201 Email Address: HKrauss@eloyaz.gov

Experience Overview:

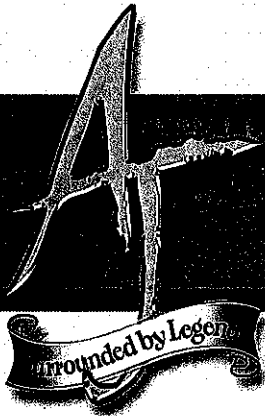
Dates of Service: 2010 - Current

Description of Service: Waste and Recycling

Residential Units: 3,300 plus

Additional Experience/Project Description:

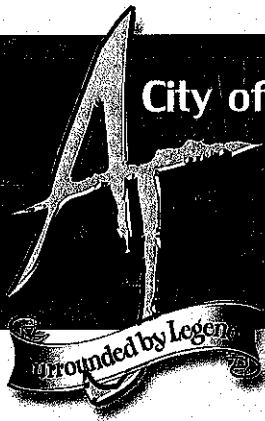
# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## c. Method of Approach

<b>Page 26</b>	<b>5.1 Standard Service</b>
<b>Page 27</b>	<b>Proximity of Disposal Site to the City Limits.</b>
<b>Page 28-32</b>	<b>6.1 Vehicles and Collection Equipment</b>
<b>Page 33</b>	<b>Collection Route and Schedule Map(s)</b>
<b>Page 34</b>	<b>6.4 Container Damage and Replacement</b>
<b>Page 35</b>	<b>6.3 Work Attire</b>
<b>Page 36-37</b>	<b>Safety Program</b>
<b>Page 38-40</b>	<b>6.5 Solid Waste Collection</b>
<b>Page 41-43</b>	<b>Recycling Collection</b>



# City of Apache Junction

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Solid Waste, Recycling and Disposal Services - Citywide

5.1 Standard Service

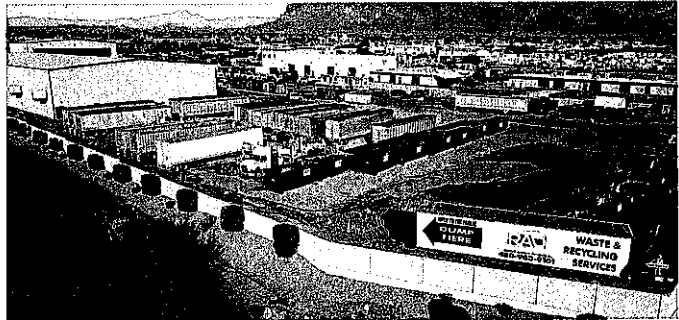
## Residential Services

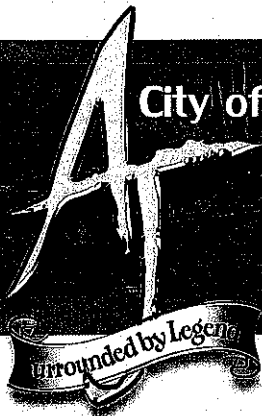
Weekly Residential Collection service for the City of Apache Junction will be serviced with a fully automated, sideload, one-man collection vehicle. Residents not receiving RAD service are provided with one 65-gallon or 96-gallon refuse cart. In addition, Residents are provided with one 65-gallon or 96-gallon single stream recycling cart. Both carts will be serviced on the same day to all active accounts. Service will begin promptly at 6:00 a.m. Material collected will be delivered to the designated disposal or recycling location identified within this proposal. Also included within monthly service is residential bulk.

*Day of the week for collection to be negotiated between City and Contractor.*

## Fact

RAD East Valley Campus Headquarters, in Apache Junction, provides 137 full-time jobs, which encompasses management team, sales, operations, maintenance and MRF (Material Recovery Facility) support staff. More than 38% of these jobs are fulfilled by residents of Apache Junction.





# City of Apache Junction

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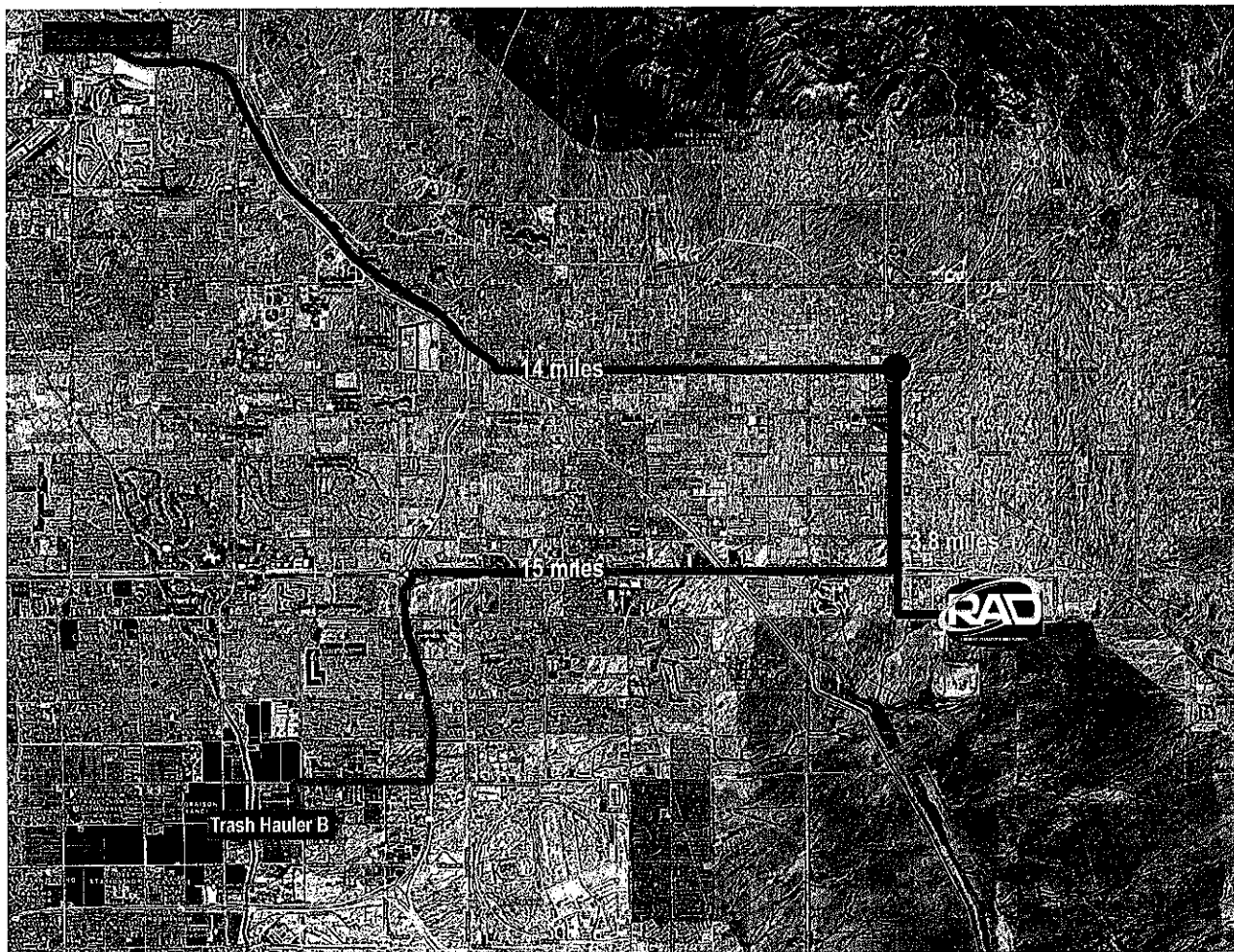
# 2019

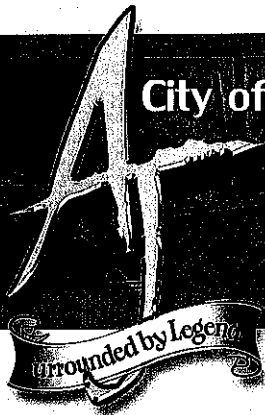


Solid Waste, Recycling and Disposal Services - Citywide  
Proximity of Service to the City Limits

RAD's proposed services to Apache Junction's RFP are "ALL" conducted within its East Valley Campus located in Apache Junction (Baseline and Idaho Road). Customer service, disposal, fleet-service maintenance, cart inventory, residential self-haul services and accounting are all directed through its East Valley Campus location, which places RAD as the closest "all-services" provider to the City of Apache Junction. The convenience and direct access of these services has proven to be a substantial necessity for its Apache Junction customers.

This model will greatly benefit the residents on all levels of service and cannot be matched by any other provider. Everything from onsite bill pay to cart exchanges are provided within minutes. This also applies for missed service matters. RAD's complete fleet of service vehicles, which services Mesa, San Tan Valley, Queen Creek, Gold Canyon and several other East Valley communities, commute regularly through Apache Junction and would provide prompt service on reported incidents.





# City of Apache Junction

RFP PW2019-41

# 2019



Solid Waste, Recycling and Disposal Services - Citywide

6.1 Vehicles and Collection Equipment

RAD's method of approach for collecting solid waste and recycling material will be tailored to meet the needs of the City of Apache Junction and the services that are specified within the Request for Proposal (RFP). The maximum age of the collection vehicles shall be 2017 or newer and will continue to fulfill the this requirement during the entire term of the service contract.

## Heil, Volvo, Mack and Peterbilt

Fully automated curbside collection truck, able to service 35-95 gallon containers.

Currently, RAD has 95 Sideload Vehicles within its service fleet.



## Heil, Volvo, Mack and Peterbilt

Rearload compacting collection truck. Ideal for limited or small road access needing to service small containers, curbside bags or in-ground container collection.

Currently, RAD has 16 Rearload Vehicles within its service fleet.



## Volvo and Peterbilt

Frontload commercial collection truck. Service metal frontload containers ranging from 2-8 yards.

Currently, RAD has 13 Frontload Vehicles within its service fleet.



## Mack and International Rolloff Trucks

Rolloff collection service, generally used for construction, industrial and bulk collections services. Sizes range from 15 to 40 yards.

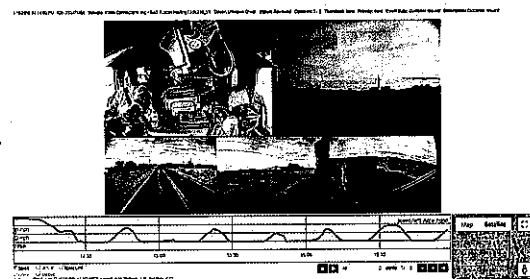
Currently, RAD has 32 Rolloff Vehicles within its service fleet.

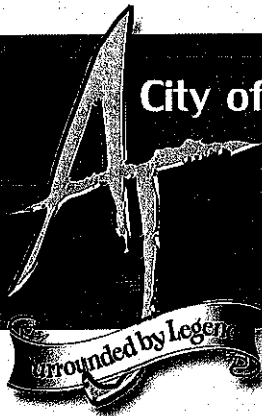


## Advanced Technology

Trash and recycling collection can be tricky business. 3rd Eye on-board camera systems constantly monitors RAD drivers as well as their environment to ensure the safe operation of their vehicle. It also allows managers and customer service staff immediate verification of service through recorded video.

Five placed cameras per truck provide a 360° coverage to monitor vehicle and driver environment in real time.





# City of Apache Junction 2019

RFP PW2019-41

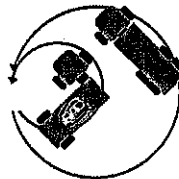


Solid Waste, Recycling and Disposal Services - Citywide  
6.1 Vehicles and Collection Equipment

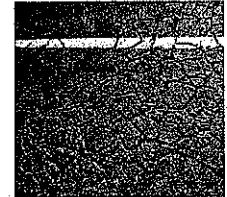
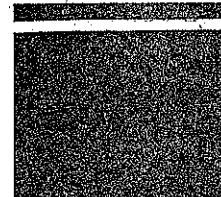
## All vehicles are not created equal

Lowest price doesn't always win. The duration of any waste agreement can sometimes be dignified by the cost of street repairs from some waste providers. RAD's Starr tractor-trailer configuration boasts an enviable 42-foot curb-to-curb turning radius — 40% better than a straight frame vehicle — navigating with ease around cul-de-sacs, alleys, dead-end streets, hillsides, step grades and cars parked at the curb. More importantly, this greatly reduces the amount of wear to vehicle tires and public streets.

Due to the wheel configuration, straight frame garbage trucks create greater friction while turning, which strains pavement to stretching, rolling and cracking.



*RAD's Starr residential sideload trucks improve turns by nearly 40% than straight frame trucks.*

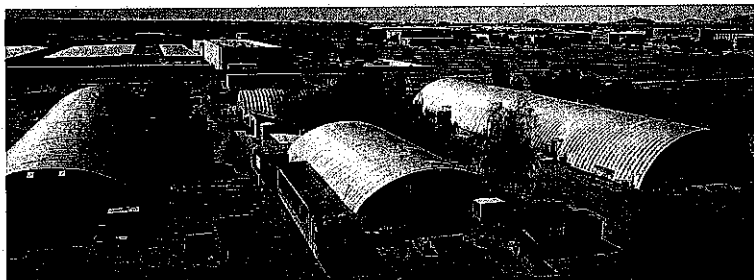


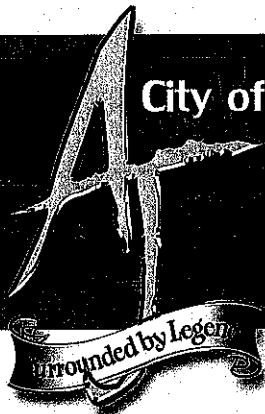
*Before and After - Wear and tear cost municipalities money. Two years of service from traditional straight frame trucks.*

## RAD Service Center - Apache Junction East Valley Campus

The RAD fleet of trucks are meticulously serviced, washed and maintained weekly under its 28,000 plus sq. ft, high-tech service facility. A team of 21 certified full-time mechanics and support staff maintain the highest of standards and safety in the industry.

To continue this focus, RAD delivers on one of the best safety records in the industry. All route and service drivers are DOT certified and drug tested quarterly. Through rigorous training and quality control, RAD maintains one of the lowest accident/injury ratios in the waste industry, which creates a culture that puts employee, customers and communities safety first. RAD will also fulfill the City's ambition to have all associated drivers and staff, meet annually with the City of Apache Junction Police Department, to increase the quality and safety of provided service.





City of Apache Junction  
RFP PW2019-41

19



Solid Waste, Recycling and Disposal Services - Citywide  
6.1 Vehicles and Collection Equipment

### On-board Spill Containment Kit - ADEQ Approved

Emergency spill response is a vital responsibility for addressing hydraulic leaks or service spills including HHW. Fast, professional response is also critical to proper handling and clean-up. Every spill situation must be managed with a commitment to safety and full compliance with all applicable regulations, from the initial response to clean-up. Fluid leaks and spills are unfortunately a common occurrence, especially for waste disposal companies. With any spill, the first priorities are safety and containment.

In the event of a spill or leak RAD has equipped its service fleet with an on-board spill containment kit. Each kit includes the following:

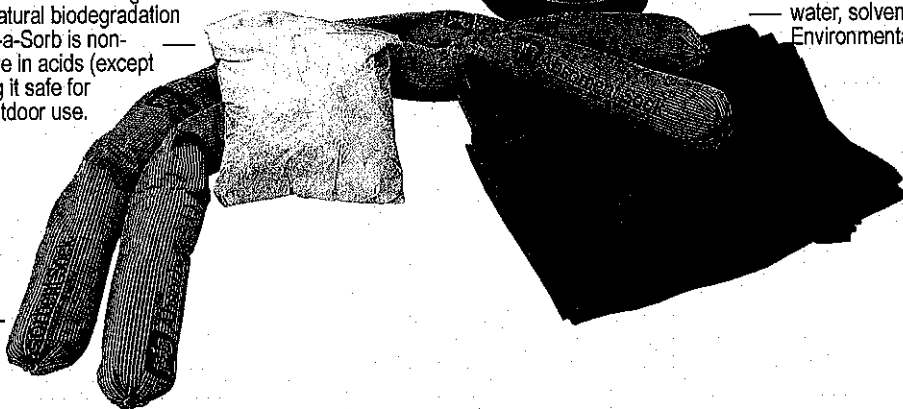
- Five (5) lbs of Solid-a-Sorb
- 25 PIG® Absorbent Mat Pad
- Two (2) PIG® Blue Absorbent Sock - Fluid Containment to drains
- Shovel, broom and 5 gallon bucket for clean-up residual

### Solid-a-Sorb by EP Minerals - 100% Natural

EP Minerals mines and produces the two most commonly used granular absorbents for the automotive, industrial, janitorial, automotive/service related and remediation industries. Solid-a-Sorb, a 100% natural diatomaceous earth product, provides a safe and reliable option for cleaning liquid spills and is ideally suited for your waste remediation needs. Known for its porosity and extraordinary surface area, Solid-a-Sorb provides a conducive atmosphere for microbial "bugs" to grow and speed up the natural biodegradation of oil based liquids. Solid-a-Sorb is non-corrosive and non-reactive in acids (except hydrofluoric acid), making it safe for personal handling and outdoor use.

### PIG® Blue Absorbent Sock

The heaviest sock features extra-dense construction to hug floors, roadways, pathways and stay in place while containing spills. Fine-grade vermiculite filler quickly absorbs leaks, drips and spills; great for spill response or absorbing machine leaks, indoors or outdoors. Stitch-bonded, polypropylene skin resists bursting; reduces dust and holds in liquid, even when saturated. Absorbs and contains most common industrial liquids - oils, water, solvents and coolants. Environmental safe.

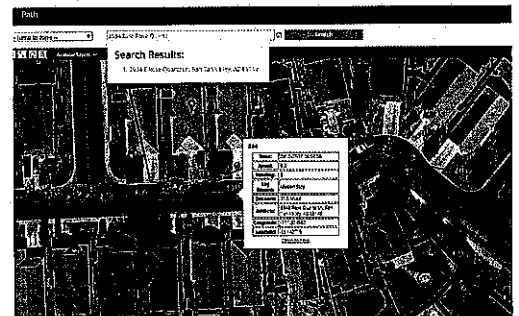


### PIG® Absorbent Mat Pad

PIG Mat lasts 2x longer than ordinary mats for fewer change-outs. Absorbs everything. Works everywhere. Eight layers of 100% polypropylene are thermally bonded to make PIG Mat the strongest mat on the market; won't rip, tear or fray even when saturated. Pads are ideal for catching drips and soaking up spills. Absorbs most common industrial liquids - oils, water, solvents and coolants. Environmental safe.

### On-board GPS

To improve accuracy of service, RAD has fitted its complete fleet of service vehicles with GPS Monitoring. This provides a means of verifying completion of routes and service. It also allows RAD's Service Management to evaluate the driver's speed in addressing safety concerns.





## The Town of Queen Creek

### ADEQ Compliance Procedures for Fluid Discharge and Spill

Employees and staff of Right Away Disposal (RAD) are required to follow these guidelines in the event of a leak or spill. The Town of Queen Creek will be advised of all spills, which includes notifying the appropriate City Staff identified below:

**Janet Kawczynski**  
Customer Service Coordinator  
480.358.3907 - janet.kawczynski@queencreek.org

**Andrea Hamilton**  
Customer Service Coordinator  
Andrea.Hamilton@queencreek.org

**Debbie Gomez-Sanchez**  
Senior Management Assistant  
480.358.3706 - debbie.gomez@queencreek.org

**Ramona G. Simpson**  
Environmental Programs Manager  
480.358.3831 - ramona.simpson@queencreek.org

**Tony Garcia**  
Streets Supervisor  
Tony.Garcia@queencreek.org

**Melissa Maddison**  
Solid Waste Inspector  
Melissa.Maddison@queencreek.org

### Responding to a Spill

In the event of a spill, follow these spill response and cleanup procedures:

#### Step 1: Initial Spill Containment

- Once a spill discharge or fluid leak has been identified the driver will shut off the vehicle and safely park.
- Immediate containment of spill will comprise of driver applying upgraded spillage kit, installed on all Town of Queen Creek Service vehicles.
- Great emphasis of containment will include any potential drainage areas.
- Driver is to contact Dispatch Staff, either by radio or phone 480.277.8977.

#### Dispatch Staff:

- Dispatch Service Attendant available from 8:00a.m. to 1p.m.
- Spills after 4:00p.m. must be called directly to the supervisor.

#### Driver Report Outline

Driver Report - Driver needs to report the following for each spill:

- Reports discharge/spill
- Describe in detail the severity
- Provides location/address.
- Pictures are taken and sent to Dispatch Staff
- Major Spill - Secure area with safety triangles to avoid "traffic spreading"

#### Step 2: Notification to RAD Team

- Dispatch to contact the following RAD Staff, via email, immediately of reported spill  
One email to all recipients shown below- (email to include Driver Report Outline and photos):

#### Associated Supervisors:

- Residential Service Supervisor
- Front Load & Roll Off Supervisor
- Toilet Division Supervisor

#### Managing Staff - City Liaison (Contact City Staff Within Five Minutes of Spill):

- Larry Williams, Sales and Marketing Director, Larry@RADservices.com
- Jennifer Barton, Office Manager, Jennifer@radservices.com

#### Maintenance Team:

Primary Contact: Maintenance Manager

**Please Note:** Upon delivery of "Dispatch Reported Spill Email", the Associated Supervisor is accountable in calling the

Maintenance

Associated Supervisor to make sure all

Staff - City Liaison are updated appropriately.

Team directly and confirm delivery of email. It is also the responsibility of the listed items in Step 3 are fulfilled and Managing

# The Town of Queen Creek

## ADEQ Compliance Procedures for Fluid Discharge and Spill

**Step 3: Dispatch Road Mechanic and Clean-Up Crew**

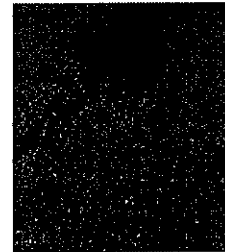
- a) Assign Mechanic for equipment repair
- b) **Minor Spills** - Maintenance Team will direct driver in furthering clean-up efforts, document before and after photos and secure clean-up residual for safe disposal.
- c) **Major Spills** - Maintenance Team to assign Clean-Up Crew and have on site of spill within **2-Hours**. Conduct clean-up of spill, take before and after photos, and secure clean-up residual for safe disposal.
- d) All clean-ups must contain of liquid free, dry absorbent, style products. RAD will not use water or power washing treatment on Town of Queen Creek Spills. New city ordinance prohibits this type of process. Some major spills may require 4-hours of dry absorbent treatment.
- e) If spill requires additional comprehensive cleaning RAD will employ a 3rd party street sweeping service to execute and complete within **24-hours** of spill.
- f) Maintenance Team to provide **Larry Williams** with a closing/completion report, including before and after photos and Close-Out Report Form sent to Town of Queen Creek within 24-hours of incident.

## The Town of Queen Creek

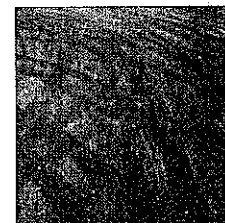
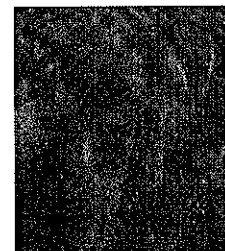
### Report Form

Discharge/Spill Report			
Date: <b>8-14-18</b>		Reported by: <b>DRIVER</b>	
Time: <b>1:17 PM</b>		Reported to: <b>DISPATCH</b>	
Truck #: <b>328</b>		Driver: <b>MIKE T.</b>	
Road Call Mechanic: <b>N/A</b>			
Address: <b>21257 EXCELSIOR</b>			
City: <b>QC</b>	State:	Zip:	
Based on fluid discharge/spill: Is ADEQ reporting required? (include date, time, telephone #, contact name) <b>NO</b>			
Cause of discharge/spill, fluid type and amount: <b>CUSTOMER PLACED MOTOR OIL IN RECYCLING</b>			
Describe affected area: <b>DIRECTLY IN FRONT OF HOMEOWNERS HOUSE AND 40' BEYOND IN TRAVEL</b>			
Were any emergency actions needed or used during spill period: <b>NO</b>			
All parties that have been contacted		Date contacted	Time contacted
1 <b>NICK</b>		<b>8-14-18</b>	<b>1:19</b>
2			
3			
4			
5			
6			
Report completed by: <b>NICK</b>		Date: <b>8-14-18</b>	
Report sent to: <b>LARRY</b>		Time: <b>2:31 PM</b>	
Pictures Attached:			

Before Clean-up



After Clean-up



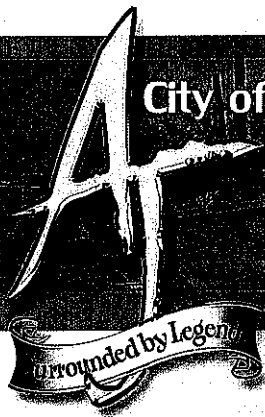
New Cart Required

☐ yes☐ no New Cart Number

Old Cart Number

**Please Note:** A similar document is provided for Property Damage, which would include information, times, and photos.

**RADservices.com**



# City of Apache Junction

RFP PW2019-41

# 2019



## Solid Waste, Recycling and Disposal Services - Citywide 6.2 Collection Route Schedule and Maps

### A Seamless Transition to New Service

RAD is committed to partnering with the City of Apache Junction if awarded. We have taken an in-depth look at equipment utilization, optimized routing, as well as systematic approaches to ensure that the level of services that residents have grown to expect are enhanced through our service offerings. We believe that providing the highest level of service is critical to overall satisfaction of the city and its community.

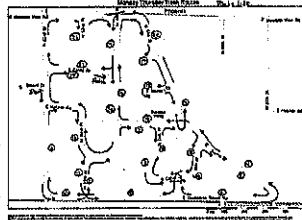
If awarded, RAD will propose a collection schedule that will closely mirror its current trash and recycling service schedule that optimizes a reduction in heavy-truck traffic on city streets and maintain service efficiency. RAD's proposed route schedule will be presented to the Contract Administrator for review and approval a minimum of ninety (90) calendar days prior to commencement date.



▲ RAD's transition team has a vast understanding in service installment. The communities of Copper Basin (October 2018 - 3,600 residents) and San Tan Heights (April 2019 - 6,500 residents), located in San Tan Valley, converted to RAD service. Transition of new service for each community was accomplished in two short days.

### Attention to Detail

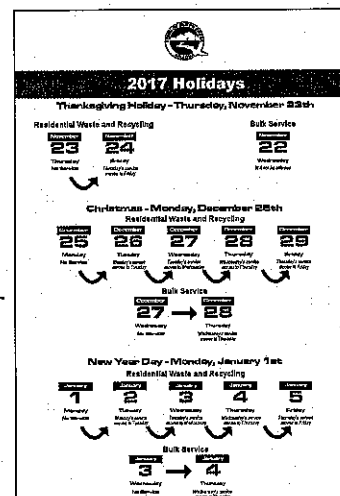
RAD has one of the most experienced residential route map coordinators in the industry. A sample of the detailed routes, samples shown to the right, indicate directional arrows for each street in the community that services is being provided to. With

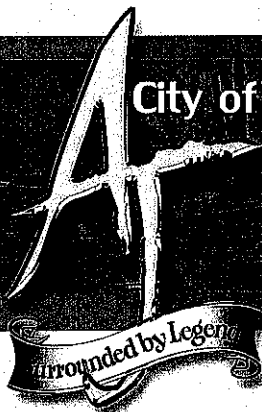


the directional arrows, block numbers are also included so that route drivers can be confident that the route they are servicing will efficiently encompass every home within an area to be serviced. Most, if not all, street names will appear on the maps. All maps will be included within a "Driver Binder" and multiple copies of each map will be included within the binder so that maps will not be lost, damaged, or possibly given to another driver if assistance is needed.

### Holiday Collection

In reducing heavy call volume, RAD takes a very proactive approach informing its communities on holiday closers. These efforts include social media, Constant Contact, reverse side of billing, website updates and ongoing outreach material, similar to the Town of Queens Creek's bill insert reflect to right. RAD observes four (4) holidays throughout the year and will not provide collection service on these Holidays: July 4th, Thanksgiving, Christmas Day, and New Year Day.





# City of Apache Junction

RFP PW2019-41

# 19

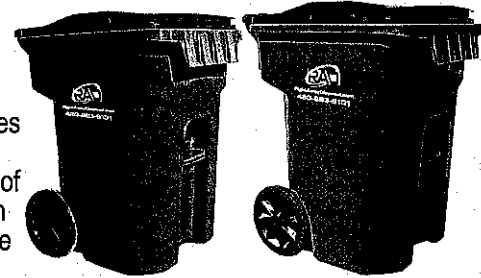


Solid Waste, Recycling and Disposal Services - Citywide

## 6.4 Container Damage and Replacement

### Support Local, Buy Local

At RAD, we believe strongly in supporting Arizona and the local communities through buying local. All products and services involved in our business process are sourced locally whenever possible. This business belief is one of the motives why RAD purchases its carts through Otto Industries, located in Eloy, Arizona. Every new cart, utilized in Apache Junction's residential waste and recycling service, will display the "Made in Arizona" label.

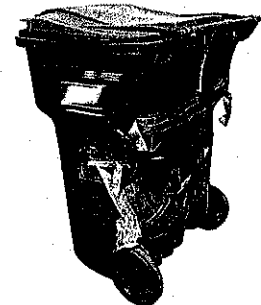


Otto Carts are uniquely designed with contoured body for optimized automated lifting body. The cart footprint is engineered for stability; resists tipping during service and provides greater stability in the event of high-wind weather. Durable "double-pinned" lid, contoured water reducing lip and metal lift bar provides customer and Town with trouble/maintenance free service. All carts are in compliance with A.N.S.I standards. In addition, RAD's carts are earth tone in color, and blend nicely into the community oppose to the branded colors of our competition.

RAD's service vehicles go through weekly inspections and maintenance to minimize damage to its waste and recycling carts. With past experience, we also see significant results in extending the carts service life by not exceeding weight limitations due to disposing of rocks, bricks or heavy sharp metals. This message is conveyed through regular education and outreach to the community.

### Damaged Cart Exchanges

If a cart is damaged (i.e. broken or missing lid/wheels or cracks/holes in the cart), homeowners will call RAD's Customer Service Center and request repair or replacement. Containers damaged as a result of normal use will be replaced or repaired, free of charge, on the next day of scheduled service. In addition, RAD will provide cart delivery at no-cost to the town or resident. RAD will retain ownership of all provided carts.

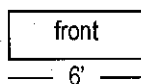


^ RAD takes great pride in the appearance and functionality of its carts. Homeowners will never wait months for repairs and/or replacement.

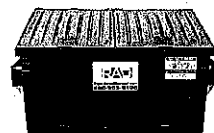
### Commercial Style Containers - 5.2 Additional Services

RAD offers one of the largest, most diversified, inventories of frontload containers in the industry. Built from prime high quality steel and maintained for both durability and appearance, will reassure our customers many years of maintenance-free service.

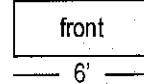
#### 2-Yard Container



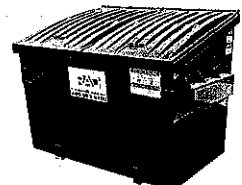
3'



#### 4 Yard Container

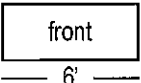


4'

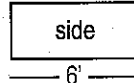


Note: RAD maintains its own containers, no third-party service provided by other waste providers. This means quicker response time and great control for its customers.

#### 6 Yard Container



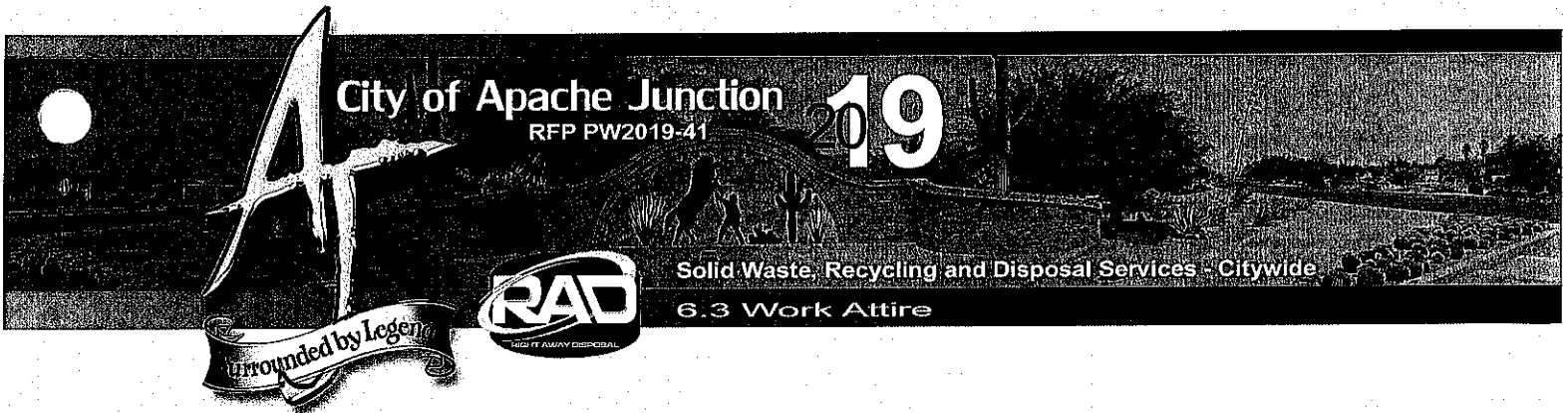
4'



#### Roll Offs

Roll Offs available in 15, 20, 30 and 40 yard sizes





Solid Waste, Recycling and Disposal Services - Citywide  
6.3 Work Attire



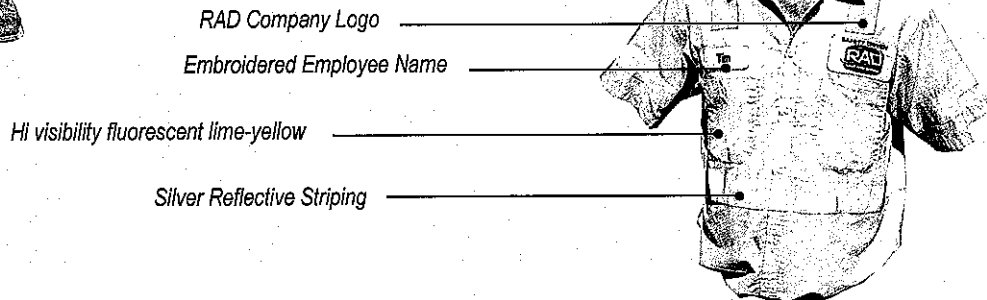
## Practices and Procedures

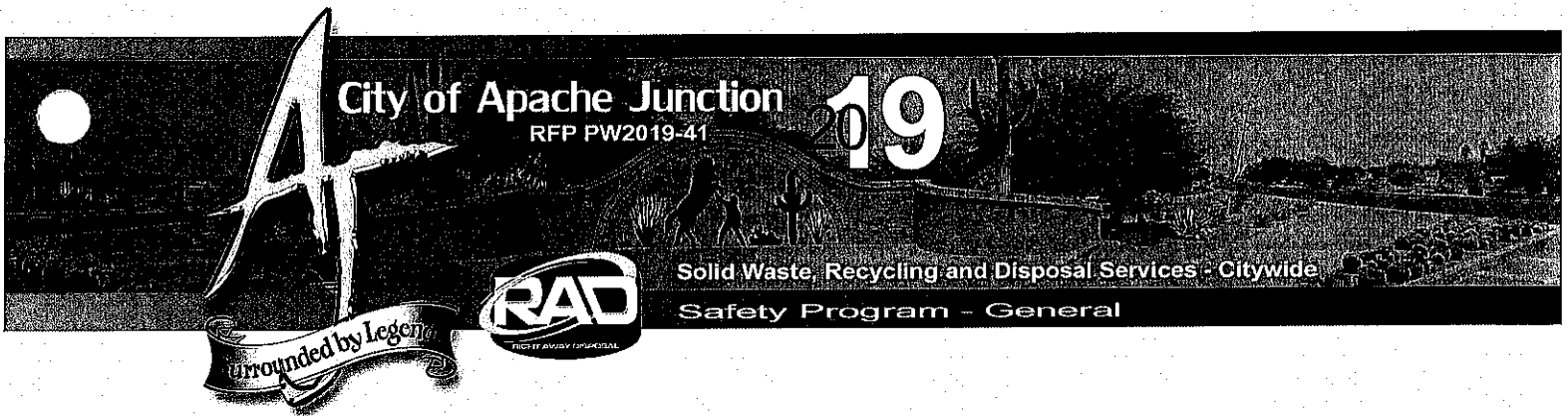
### Dress Code and Appearance

During business hours and at any Company functions, employees are expected to present a clean, neat and professional appearance and dress according to the requirements of their position. In all cases, employees should use good judgment when selecting work attire. Depending on the nature and conditions of their work, they may have specific dress requirements that meet functional or safety requirements. As an example, a drivers uniform and personal protective equipment will differ from that of an office worker or senior management official.

### Safety First

*Meets stringent ANSI/ISEA 107-2015 Class 3 Type R standards, where personal visibility is the highest priority or in environmental conditions where visibility is heavily compromised*





At Right Away Disposal we strive to assure complete safety of our employees, our customers and the public in all operations.

Right Away Disposal is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. No such report will result in retaliation, penalty, or negative consequence. Employees receive training to ensure they understand the paramount importance of reporting all accidents, injuries and unsafe conditions to management immediately.

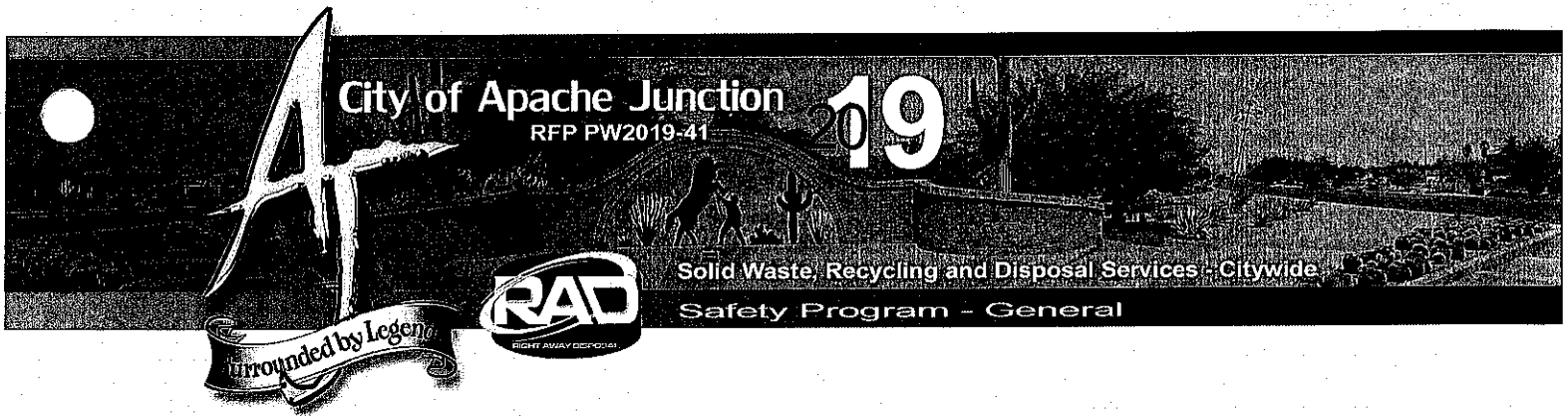
Employee recommendations to improve safety and health conditions are given thorough consideration. Management gives top priority to addressing unsafe conditions and risky behaviors and will provide all necessary financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action with any employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment. Employees found to work and operate in a safe manner are routinely recognized and complimented for their exemplary work ethic.

The foundation of our safety program revolves around:

- Weekly group safety training for all departments
- Daily tailgate meetings
- New hire orientation and training
- Incident and accident review boards which include employees from multiple departments
- Regular employee observations
- Servant leadership by supervisors and managers
- Providing any required personal protective equipment for employee safety

Right Away Disposal is a drug free company. We follow Department of Transportation requirements for drug and alcohol testing for all CDL drivers in addition to random testing for all non-DOT employees. Any workplace incident requires a mandatory drug test at the nearest Medical Center immediately. An employee found to have tested positive will have immediate disciplinary action up to and including termination.

Senior management is actively involved with employees in establishing and maintaining an effective safety program as well as ongoing safety and health program activities, embracing a true open-door policy. Our number one core value is Safety.



## **Right Away Disposal Emergency Action Plan**

### **Fire**

1. If a fire is discovered on a trash or recycling vehicle, the load will be dumped in a safe location.
2. Call 911 and request fire department assistance.
3. Contact the respective city and inform them of the specific incident and location.
4. If a small fire occurs and can be controlled, all of our vehicles are equipped with fire extinguishers. All drivers and helpers receive fire extinguisher and fire control safety training.
5. Contact support personnel and/or a third party service to aid in the clean up process.

### **Strike**

1. Right Away Disposal has a non-unionized work force. If there was a disruption of work due to strike / organized work stoppage incited by the workforce, Right Away Disposal has an adequate number of reserve drivers and management personnel trained to provide collection services.

### **Natural Disaster**

1. If a natural disaster occurred that effected the City of Apache Junction trash and recycling services, Right Away Disposal will stand by and assist any local, state or federal agency in any way possible until all regularly scheduled services can be resumed. Right Away Disposal will extend assistance in any way possible to help the city resume normal operations.

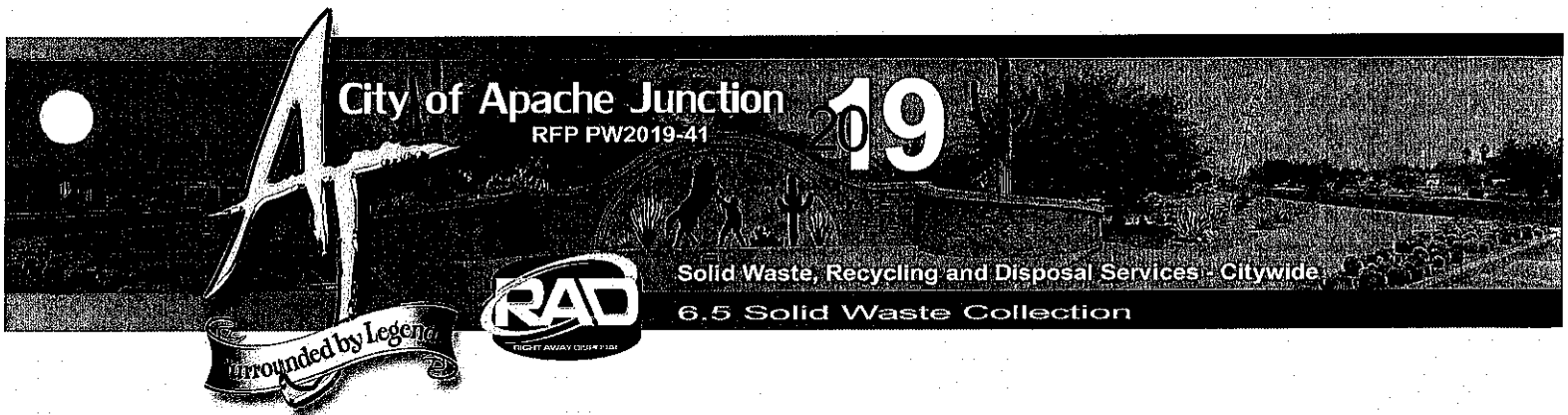
### **Emergency Telephone Numbers of Key Personnel**

Thomas Bray: 480.797.2452  
Bart Powell: 480.688.7411

24 Hour Customer Service - 480.797.2452

### **Spill Containment**

RAD equips its service vehicles and staff with on-board spillage kits for immediate containment and clean-up. For large scale spills RAD will implement its Spill Clean-Up Team, which may comprise of power washing and street sweeping. If awarded RAD will provide a detailed "Procedures for Fluid Discharge and Spill" outline including key contacts and numbers.



## East Valley Transfer Station - Apache Junction

### Location:

3755 South Royal Palm Road  
Apache Junction, Arizona 85119

### Name Owner:

Waste Connections

### Contact Name and Phone Number of the Site Manager:

Bart Powell  
480.688.7411

*RAD guarantees to accept the materials and to provide the capacity  
required at the delivery facility over the contract term.*

Opened in 2010, the West Valley, 11 plus acre, campus has made a great impact in fulfilling the growing market demands for customers in Queen Creek, Florence, Coolidge, San Tan Valley and Apache Junction. The East Valley campus currently supports its municipalities partners in providing a location for safe disposal of trash and recycling.

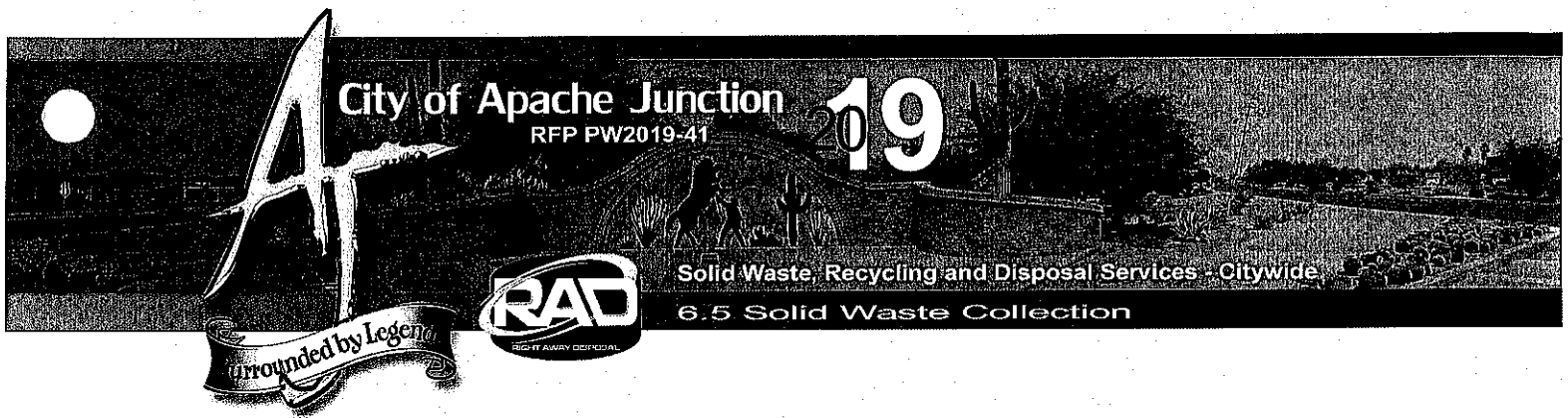


### Drop Off/Self Haul Trash Service

Residents of Apache Junction are encouraged to self-haul items to the RAD East Valley Campus. RAD provides a convenient option, minutes from anywhere in Apache Junction, for the safest disposal of construction debris, green waste, household solid waste, and MSW (municipal solid waste).

City residents will be charged \$40.00 per ton with a one ton minimum.





## The RAD Regional Landfill

### Location:

22316 South Harmon Road  
Florence, Arizona 85132

### Name Owner:

Right Away Disposal  
(please see supporting document on page 40)

### Contact Name and Phone Number of the Site Manager:

Bart Powell  
480.688.7411

### Anticipated Remaining Site Life:

150 plus year

The RAD Landfill was meticulously engineered and conveniently positioned, between Tucson and Phoenix, to fulfill years of waste disposal. Unlike the old "dumps" of the past, it is a very complicated system designed to protect groundwater and the environment from contamination, much of the engineering and expansion is shown below.

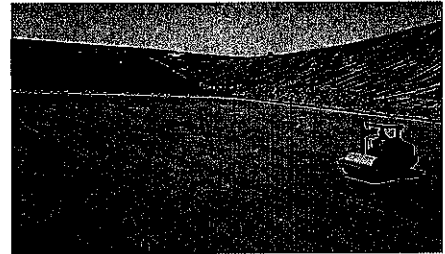
The RAD Landfill took years of planning and development, which require a significant investment, including a seven mile stretch of roadway. The landfill is divided into cells or designated areas where the land will be prepared for trash disposal, the most current cell to open is number 3.



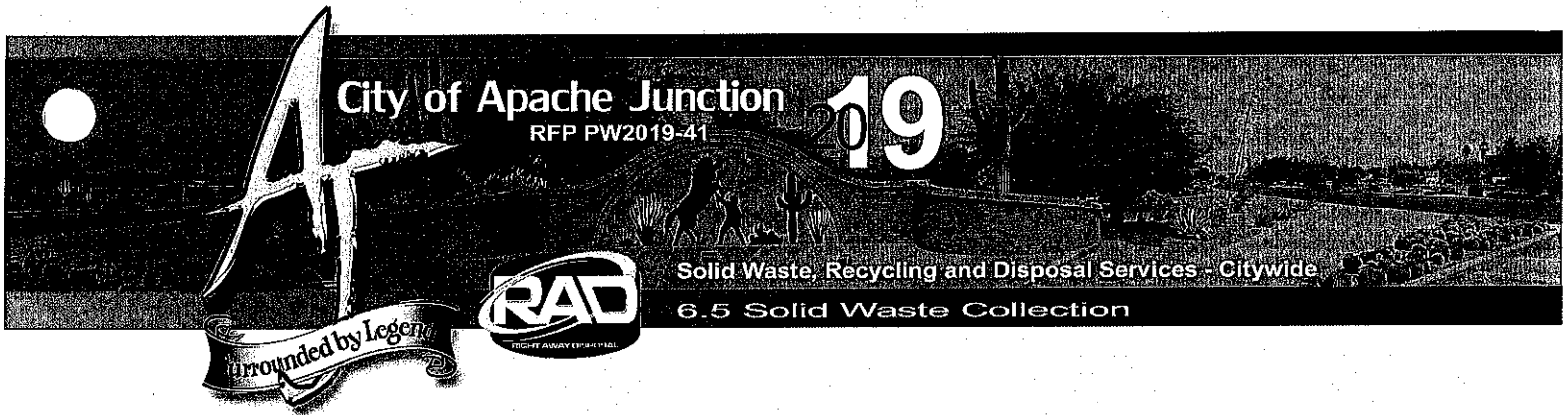
^ The 500 acre landfill meets and exceeds all subtitle D regulations, set by state and federal guidelines, for proper and environmentally safe waste disposal.

### Cell 3

Building a new landfill cell takes months and involves various stages of construction. Many of the steps in building the cell must be tested to make sure standards are being met before moving on to the next phase of construction. A new cell is built approximately every two years at RAD. The most recent under construction, Cell 3 shown below, was opened June, 2017 and covers approximately 11 acres of surface.



**Evidence of Ownership** - RAD owns its processing, transfer and disposal facilities, which are reflected in the following documents and on public record with the State of Arizona, Maricopa and Pinal Counties, EPA and the cities of Apache Junction, Phoenix and Florence.



## Evidence of Ownership - Landfill



Janice K. Brewer  
Governor

### ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Henry R. Darwin  
Director

#### MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 51185900.00 (LTF # 59550)

#### 1.0 Facility Information and Approval Signature

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: Durham Regional Landfill

Permittee as Owner: Durham Regional Landfill, LLC  
3755 S. Royal Palm Road  
Apache Junction, Arizona 85119


Permittee as Operator: Waste Technologies, LLC dba Right Away Disposal  
3755 S. Royal Palm Road  
Apache Junction, Arizona 85119

is authorized to operate in accordance with the solid waste facility plan as specifically described in the Master Facility Plan Approval that follows. The Durham Regional Landfill is located in Pinal County approximately 6 miles north and 3 miles east of the I-10 Red Rock Interchange (Exit 226), in Section 35, Township 8 South, Range 10 East, of the Gila and Salt River Base Line and Meridian.

Latitude: 32° 40' 57" North  
Longitude: 111° 17' 18" West

This Master Facility Plan Approval shall be deemed effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all the conditions described in the remainder of this approval document.

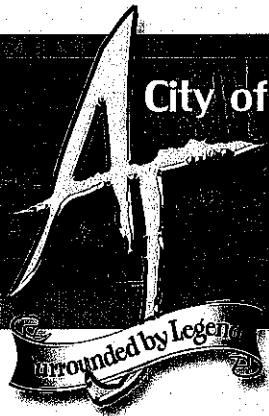
Approved on behalf of the Arizona Department of Environmental Quality:

  
Laura L. Malone, Director  
Waste Programs Division

Signed this 15th day of June, 2014

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Printed on recycled paper



City of Apache Junction  
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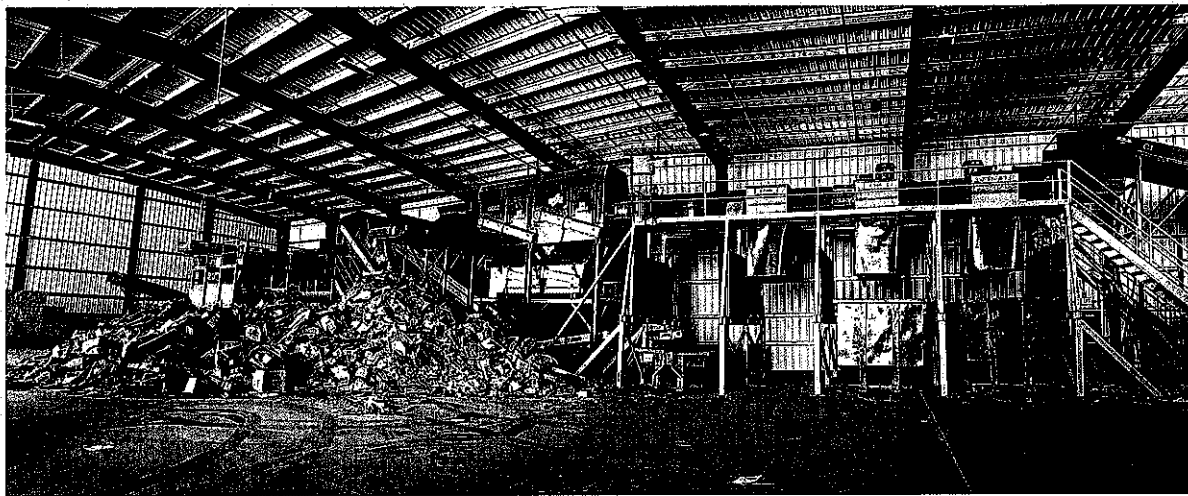
2019



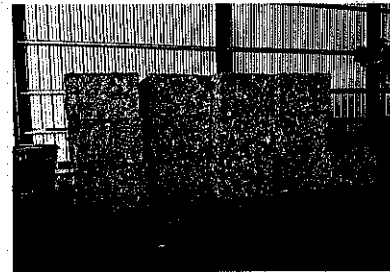
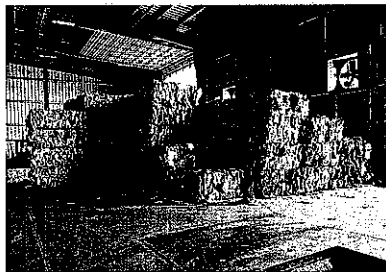
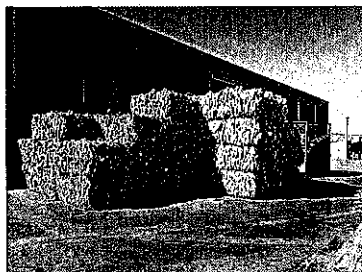
Solid Waste, Recycling and Disposal Services - Citywide  
Recycling Materials Collection

### The RAD Recycling Center - Apache Junction

The two year old, 30,000 sq. ft. state-of-the-art facility, which represents an investment of over \$13 million dollars and 35 new jobs, is Pinal County's only MRF. Named the RAD Recycling Center, this facility addresses the growing regional demands for sustainability through the reuse and recycling of a large number of materials, mostly collected through single-stream curbside programs.



RAD's Material Recovery Facility - photo taken 6.17.2019



From left to right, plastic grades, paper and cardboard bales, recovered aluminum can bales - photo taken 6.17.2019

The RAD Recycling Center is equipped to process over 46,000 tons of recyclable material annually (175 daily), representing the equivalent of 2,300 tractor trailer loads of material that's diverted from landfills. The aluminum, plastic, paper, cardboard and steel that is recovered at the facility. As of June, 2019, the RAD Recycling Facility is operating at 63% capacity.

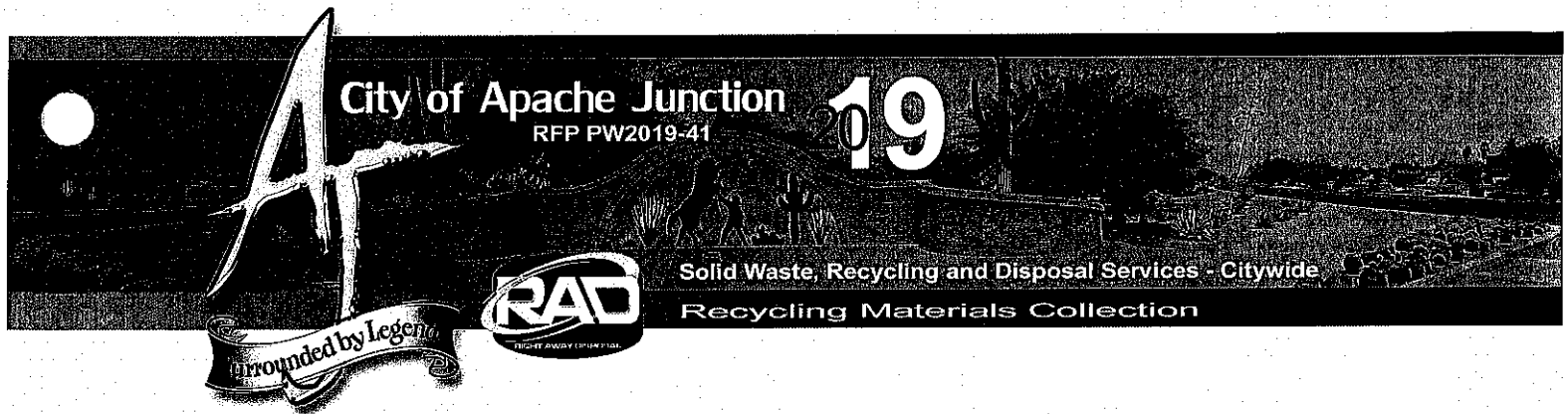
### Requested Information

Location: RAD East Campus  
3755 South Royal Palm Road  
Apache Junction, Arizona 85119  
Owner: Right Away Disposal, LLC  
Contact: Bart Powell, Division Vice President  
480.688.7411

### Hazardous Waste

All hazardous waste, received through the MRF, are identified, contained and properly disposed, which meet all state, ADEQ and county codes.

[RADservices.com](http://RADservices.com)



## Evidence of Ownership - Recycling Facility



PINAL COUNTY  
wide open opportunity

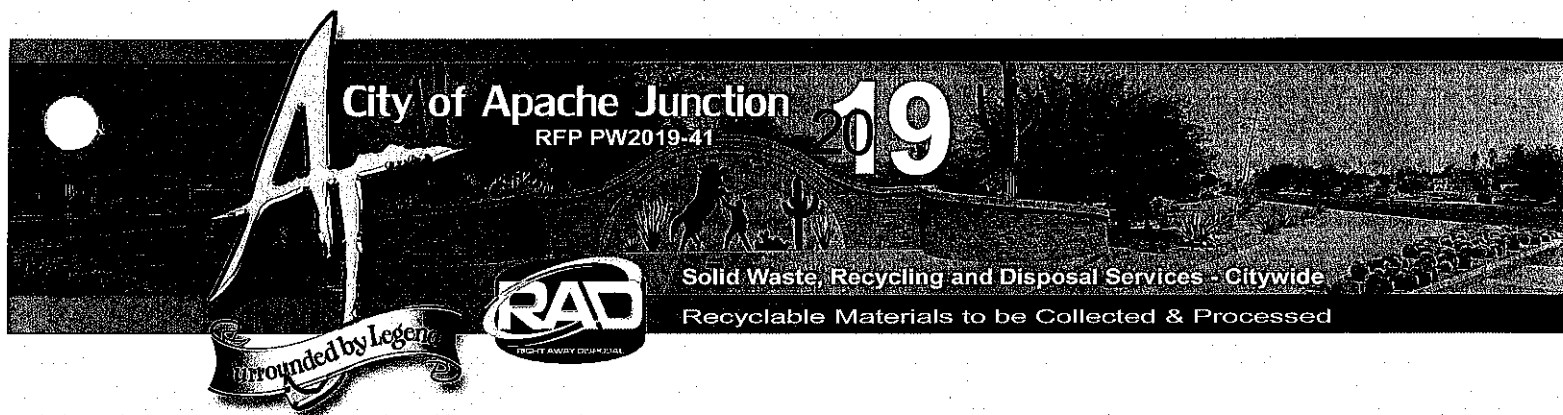
### Certificate of Occupancy

County of Pinal  
Department of Building Safety

This Certificate issued pursuant to the requirements of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the County regulating building construction or use. For the following:

Permit Number: **PER15-00435**

Address of Structure	3755 S ROYAL PALM RD 0001 APACHE JUNCTION, AZ 85110		
Owner's Name	Right Away Disposal, LLC WASTE TECHNOLOGIES LLC		
Owner's Address	3755 S ROYAL PALM RD, APACHE JUNCTION, AZ 85119		
Proposed Use	RECYCLING SORTING FACILITY		
Automatic Sprinkler	_____	Use and Occupancy	<u>S-1</u>
Occupant Load	_____	Type of Construction	<u>VB</u>
Edition of code under which this permit was issued _____			
Final Inspection Date: <b>12/14/2015</b>			
Special Conditions:	EXISTING RESTROOM FACILITIES ON SITE. FIRE PLANS APPROVED BY AJ FIRE DISTRICT.		
 _____ Tony Guasp, Chief Building Official		<u>December 17, 2015</u> _____ Date	



## Award Winning Recycling Programs for Your Community

Recycling, in particular, is very important to every municipality. More recycling means less trash in landfills across Arizona. Recycling does more than improve our environment. It helps keep our streets clean, and it saves the residents money by decreasing the amount of solid waste that they dispose of. RAD offers municipalities a convenient, comprehensive, rewarding recycling program to enhance the community's goals of sustainability.

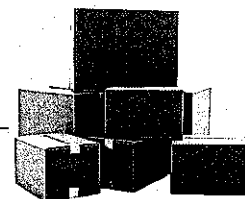
## Acceptable Recyclables Through Curbside Single-Stream Recycling



### Paper

Office paper, copy paper, computer paper, envelopes, junk mail, newspaper, advertising inserts, magazines, catalogs, Post-It notes, NCR forms, telephone books, brown paper bags

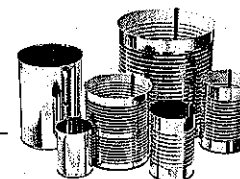
**Cardboard**  
Carton: Milk, juice, creamer  
**Chipboard:** Office supply boxes, cereal boxes



### Glass

Beverage and food bottles and jars

**Steel/Tin**  
Food cans



### Plastic

PET or #1 Plastics: water and soda bottles, HDPE or #2 Plastics: milk and water jugs, PVC or #3 Plastics: packaging, pipe, blister packs, LDPE or #4 Plastics: container lids, squeeze bottles, cups, PP or #5 Plastics: food containers & bottles, bottle caps, PS or #6 Plastics: food service cups, plates, trays, clamshells, CD cases, Other or #7 Plastics: some water or juice bottles

**Aluminum**  
Beverage cans

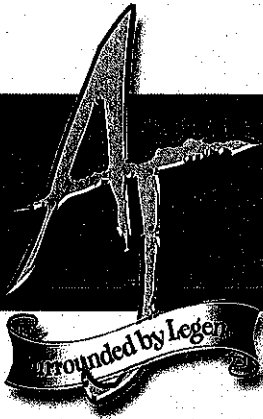


## Unacceptable Items: Anything Not Included on the Above Six Categories

Due to the current global ban on recyclables abroad and fulfilling unattainable contamination benchmarks, RAD is working steadily with domestic outlets for processing of collected material. One of these options includes local and regional manufactures of cellulose home insulation. RAD sources 100% of its mixed paper, also know as ONP (Old News Print), for cellulose manufacturing. Cellulose is a healthier, more sustainable option, than traditional fiberglass insulation and contains nearly 85% recycled content.

This is one example of RAD's dedication and creative thinking in meeting the sustainability goals of it's municipality partners.

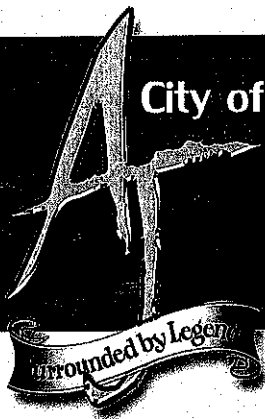
# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## d. Public Education and Outreach

**Page 45-46** *6.7 Public Education and Outreach - Giving to Apache Junction*  
**Page 47** *Recycling Diversion Programs*



**City of Apache Junction**  
RFP PW2019-41

**19**



**Solid Waste, Recycling and Disposal Services - Citywide**  
**6.7 Public Education and Outreach**

## Community and Customers First

At RAD, community is the heart of our business. We rely on the communities we serve just as they rely on us. That's why it's so important to us to forge positive relationships with our municipalities, and to give back whenever possible to those who have supported us through the years.

We measure our success by the continuing positive impacts we have within our local communities. RAD takes pride in our community participation. Our outreach in education, event participation and supporting local organizations/schools is important to us. It also provides opportunities in reducing waste and increase recycling awareness.



^ City and RAD representatives with students from local elementary schools, showcase community plastic bag reduction program "Bench the Bag". Cosponsored by the Town of Queen Creek and RAD, which focuses on recycling awareness and plastic bag reduction through education.



^ Apache Junction Food Bank - Proud Platinum Partner Annual company/customer food drive and money collection campaign

## Green Through Our Schools

Including and connecting the City's youth is a vital part of RAD's energies in achieving a fruitful and meaningful recycling program. School recycling programs require special-planning and careful implementation if they are to become a lasting part of a student's recycling experience, at school and home. With proper implementation, we find children to be the greatest advocates of recycling and waste diversion. This healthy habit and knowledge typically follows the children home and then echoed to the family members. Available to schools within the city limits, RAD will provide the necessary tools for executing a comprehensive recycling program for its students at no expense to the city or schools.



^ Annual Arbor Day Celebration at Peralta Trail Elementary - RAD Team Members building reusable, sustainable, planters from recycled water bottles (PET).



^ Apache Junction Boy Scouts - Annual donations and support for local outings



*Providing Emergency Food Services to Qualified Individuals and Families in  
East Valley Communities with Kindness, Respect and Dignity*

July 9, 2019

To the City of Apache Junction,

This letter recognizes the many contributions that Right Away Disposal (RAD) has made to the Apache Junction Food Bank over the years. We can't thank them enough for all they have done to assist our mission of feeding the hungry in the East Valley, including...

- teaming up with the Food Bank for the first ever Apache Junction Police Department Docu-Shred Food Drive Event which brought in 741 pounds worth of food items in 2018
- the annual January Radathon, which collected \$700 in cash donations alone in 2017
- the annual contribution of food drive donation collection boxes for use in East Valley communities by churches, RV parks, community centers and others who help us with year-round donations of canned goods and food items
- a \$2,000 donation In 2016 that made RAD one of the major sponsors given logo recognition on our food bank truck.
- a holiday support campaign for the food bank communicated to their 175,000 customers through social media
- supplying two dumpsters at our warehouse for collecting cardboard that is picked up weekly for recycling

We greatly appreciate RAD's continuing generosity and community spirit. They have made a significant impact in helping us fight hunger in the City of Apache Junction every day.

Sincerely,

Myra D. Garcia, Executive Director  
Apache Junction Food Bank  
myra.garcia@ajfoodbank.org

*Join us to help address the problem of hunger in our community.*

**DONATE FOOD. ORGANIZE A FOOD DRIVE. VOLUNTEER.**

---

575 N. Idaho Rd., Ste, 701, Apache Junction, AZ 85119-4015  
Phone: (480) 983-2995  
Email: [info@ajfoodbank.org](mailto:info@ajfoodbank.org)  
[www.ajfoodbank.org](http://www.ajfoodbank.org)



Formerly United Blood Services

6220 E. Oak Street  
Scottsdale, AZ 85257

[vitalant.org](http://vitalant.org)

June 19, 2019

City of Apache Junction

To the City of Apache Junction:

Right Away Disposal cares about the Apache Junction community and its welfare. They have partnered with us to support the Arizona community blood program by holding blood drives. On behalf of Arizona hospital patients whose lives have been impacted by their blood drives, Vitalant wholeheartedly endorses Right Away Disposal.

We appreciate their commitment to our organization and community and feel certain you would feel the same.

Sincerely,

**Jeanette Nicely**  
Donor Recruitment Manager

Kristie Falb  
Lost Dutchman Marathon President  
115 N Apache Trail Suite A  
Apache Junction, AZ 85119

6/11/19

To whom it concern:

Right Away Disposal has been a contributor to the Lost Dutchman Marathon through sponsorships for the past two years. This year they sponsored our event in two areas totaling \$1500. We are truly appreciative of their efforts to support our 501 (c) 3 that benefits various deserving youth organizations in Apache Junction.

We look forward to working with them for the 3<sup>rd</sup> race in a row and recommend their services to those in our community. They handle our port-o-potties along the course of our races- and do so without any error which is an asset to an event our size.

Sincerely,



Kristie Falb  
Lost Dutchman Marathon President





Heidi Geldis-Young  
Apache Junction Chamber of Commerce  
Director of Marketing & Events  
567 W. Apache Trail  
Apache Junction, AZ 85120

7/9/19

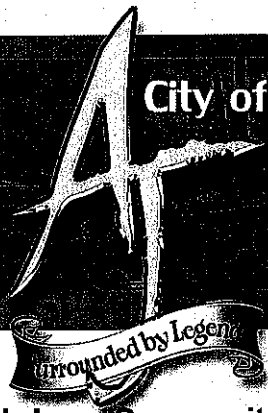
To whom it concern;

Right Away Disposal has been a contributor to numerous chamber events for several years. We put together community wide events along with our chamber scholarship fund that helps the youth in our community. They have played an active role in helping us ensure our events continue.

We look forward to working with them and recommend their services to those in our community. They handle our port-o-potties for our major city events without any error which is an asset to an event our size.

Sincerely,

Heidi Geldis-Young  
Apache Junction Chamber of Commerce  
Director of Marketing & Events



# City of Apache Junction

RFP PW2019-41

# 19



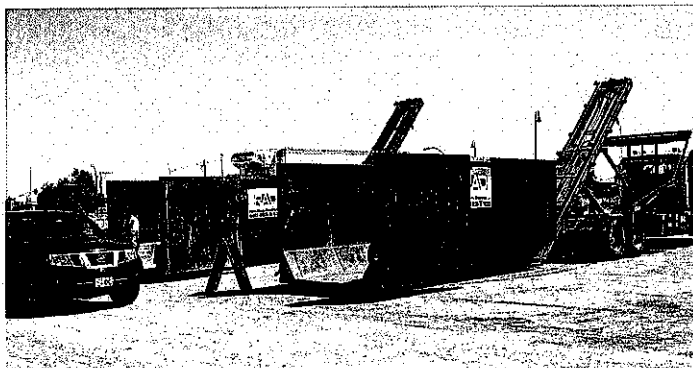
Solid Waste, Recycling and Disposal Services - Citywide

6.7 Public Education and Outreach

## We Love Community Participation

RAD proudly offers several outreach programs, within the communities it serves, in spreading the word about how to reduce, reuse and recycle. One of the most effective means are on-site themed events such as American Recycles Day and Earth Day. Participants are educated on the Do's and Don'ts of recycling, are provided safe disposal of e-waste, Household Hazardous Waste (HHW) and the ability to shred personal documents. This also provides an opportunity for RAD to connect with the residents in answering questions and show how waste diversion can be made easy.

RAD encourages participation and ideas from City staff, which includes the cooperation of the key departments. If awarded, RAD will provide staffing and equipment at no fees to the City. Details of supplied RAD equipment needs and event outline to be discussed in the interview process if applicable.



<sup>A</sup> City of Florence  
Annual Recycling and HHW Collection Event

## RAD's Plan for Promoting Public Communication and Education

- Develop, provide and distribute bi-lingual, co-branded Service Welcome Letter.
- Processing Facility Tours - upon request
- Develop and Circulate Social Media Content
- Participate in City sponsored environmental or related events each year. Currently RAD supports its municipal partners with the tools to fulfill successful recycling themed events that include Earth Day and America Recycles Day. Staffing, containers, disposal/recycling of collected items, pre and post outreach and promotion handouts, are supplied at no expense to our municipal partners.

## <sup>v</sup> Town of Queen Creek Earth Day - Community Recycling Program



## Queen Creek Recycles for Earth Day!



Saturday, April 22 • 8 a.m. to Noon  
Queen Creek Library, northwest section of parking lot (21802 S. Ellsworth Road)

**NEW THIS YEAR!**  
Our partners with a special focus of Queen Creek, trash and recycling account that present a water bill (please call 480) can participate in the event as well.

**Electronics:**  
Computers, hard drives, keyboards, power supplies, monitors, TVs, VCRs, etc.

**Metals:**  
Steel, copper, aluminum.

**Appliances:**  
Refrigerators, dishwashers, washers, dryers, stoves, etc.

**Tires:**  
4 tires max per vehicle with tires removed.

**Paper Shredding:**  
There is a 2.5 (flat) fee per vehicle. Boxes must be clearly marked for shredding. We are not able to accept material from commercial businesses. Attachments will be stored in secure, locked containers and transferred to a licensed shredding facility.

**Household Hazardous Waste WILL NOT be accepted at this event.** (oil, grease, chemicals)



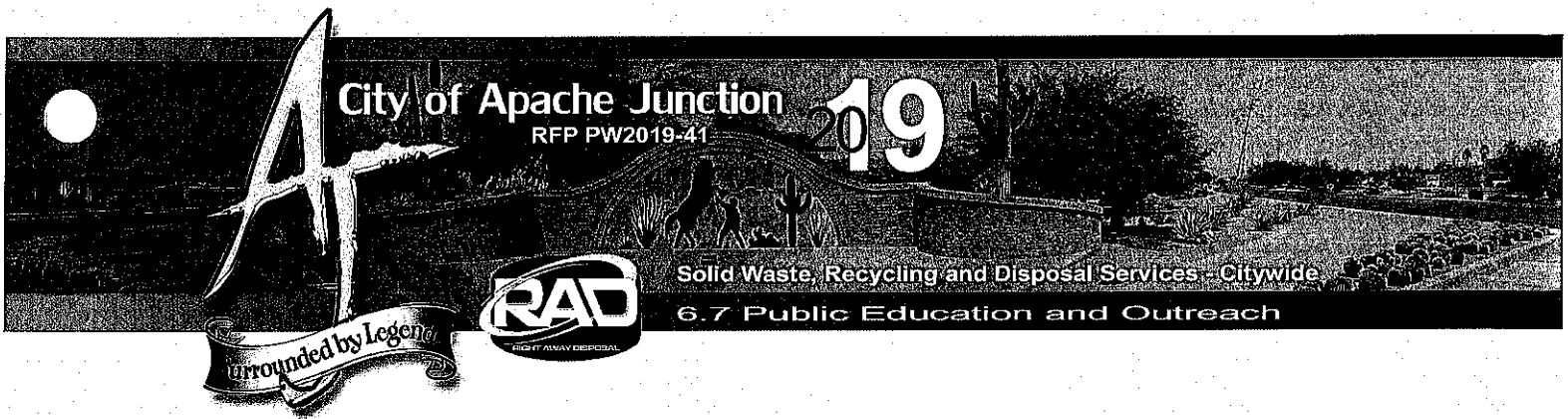
**Point:**  
• Only water-based paint  
• No oil-based or commercial paint will be accepted.  
• Paint must be in original containers, labeled and have a closed lid.  
• Containers cannot exceed five gallons in size. No limit.



Visit [QueenCreek.org/EarthDay](http://QueenCreek.org/EarthDay) for additional information and recycling tips. 480-350-3000



<sup>A</sup> City of Eloy  
America Recycles Day - Recycling Awareness and Community Collection Service



## Proven Diversion Programs that Work

In order to effectively evaluate a diversion program, it is important to understand basic information, such as the City's recycling habits and material composition, as well as the overall waste diversion rate. Additional data, conducted through audited waste profiles, will be used to help prioritize waste diversion strategies.

Waste audits will be conducted, twice annually, in the months of September and March of each year. Through these audits, RAD can identify what types of recyclable materials and waste the Recycling Facility generates and how much of each category is recovered for recycling or discarded. Using the data collected, RAD can identify the feasibility of enhancing its recycling efforts and how much outreach and education is required in curbing these habits.

Education and outreach, surrounding RAD's municipally recycling programs, play a key role in increasing diversion rates. A waste audit performed in February of 2016, with the town of Queen Creek, revealed a solid waste residual of 19.80% that could be diverted through the curbside waste cart. Increased awareness through education, outreach and awareness, over the course of eight months (reflected in November 2, 2016 follow-up audit), assisted in reducing this residual by 11.72%.

Many of the tools utilized in outreach will be provided and distributed by RAD. To insure the success of these efforts, RAD would welcome and encompass participation from City staff.



### TOWN OF QUEEN CREEK NOVEMBER 2, 2016 AUDIT REVIEW

RAD's waste audit is an analysis of your community's waste and recycling stream. It can identify what types of recyclable materials your community produces and how much of each type is recovered for recycling. It can also determine the amount of contamination in providing data for outreach or education programs in curbing these habits. Using the data collected during a waste audit, your community will be able to identify ways to reduce waste and enhance its recycling efforts. By designing a more efficient waste disposal program, your community can increase the amount of paper, plastic, and metals that it recycles, which reduces air and water pollution, helps curb global warming, and conserves natural resources.

The following information is based on your November 2, 2016 recycling audit:

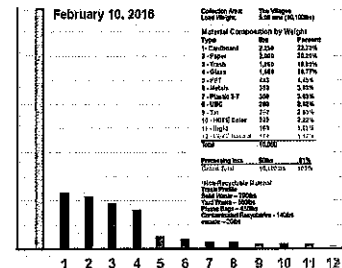
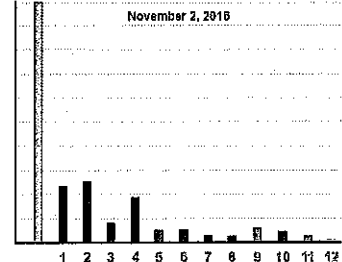
Community: Town of Queen Creek  
Location: RAD MRF, Apache Junction  
Time of load: 10:55  
Truck Number: 342  
Collection Area: The Villages  
Load Weight: 4.21 tons (8,420lbs)

#### Material Composition by Weight

Type	lbs	Percent
1 - Cardboard	2,000	23.75%
2 - Paper	2,400	28.50%
3 - *Trash	680	8.08%
4 - Glass	1,640	19.48%
5 - PET	400	4.75%
6 - Metals	200	2.38%
7 - Plastic 3-7	200	2.38%
8 - UBC	120	1.43%
9 - Tin	260	3.08%
10 - HDPE Color	220	2.61%
11 - Rigid	180	2.14%
12 - HDPE (Mediam)	600	7.14%
Total	8,360	99.29

Processing loss 60lbs .71%  
Grand Total 8,420lbs 100%

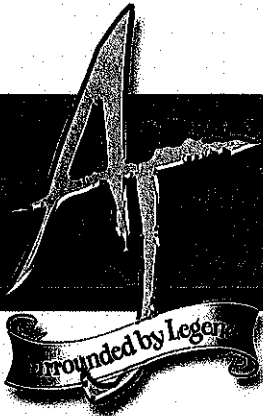
\*Non-Recyclable Material  
Trash Profile  
Solid Waste - 320lbs  
Yard Waste - 120lbs  
Plastic Bags - 130lbs  
Contaminated Recyclables - 100lbs  
ewaste - 10lbs



Grand Opening of RAD's  
Material Recovery Facility (MRF)  
December 2015 - Ribbon Cutting  
Ceremony with elected officials  
from Queen Creek, Apache  
Junction and Pinal and Maricopa.



# Chapter

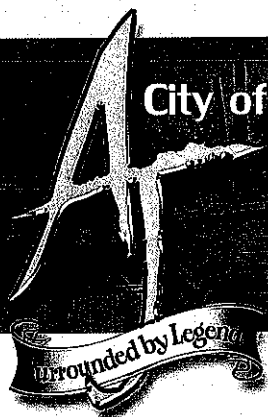


Solid Waste, Recycling and  
Disposal Services - Citywide

## e. Billing and Customer Service

**Page 49-50** 5.3 Billing

**Page 51-52** 5.4 Customer Disputes and Complaint Resolution



City of Apache Junction

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2019



Solid Waste, Recycling and Disposal Services - Citywide

5.3 Billing

## Competent, Professional and Courteous Billing Services

RAD's customer service program is designed to ensure that customers are satisfied with their municipality's choice for waste and recycling services. From our informative website design to our professional locally based staff, our customers are guaranteed an excellent experience with RAD. It's truly our goal to work closely with the municipality and residents to ensure that the transfer of services is done in a seamless manner and that all billing information is collected and effectively accomplished.

## Billing Made Easy

RAD's invoices are designed to provide the important billing information to customers in an easy-to-read format. Simplified billing creates fewer questions... which means fewer customer service calls. Customers also have the ability to view billing from anywhere, on any devices, any time they choose. (Sample Bill shown to the right)

## Payment Options

RAD provides several options in managing and making payments for services.

## Payment Options:

Mail or call customer service to process payments - all credit cards are welcomed with NO additional charges or convenience fees.

## Online Bill Pay:

RAD's paperless billing is a secure and convenient way to view and pay bills online. We make it easy! Customer's are instructed to review the reverse side of their first invoice, which will help guide them through RAD's step-by-step process for On-Line Paperless Billing. To promote sustainability and provide customers with reduced

paper billing, RAD will offer the residents of Apache Junction a monthly discount of \$.25 if paid annually in advance. This fee will also be illustrated within Exhibit A - "Cost Proposal".

## Bill Pay Through a Bank:

RAD provides customers with step-by-step instructions on how to process payments via online "Bill Pay" through their banking establishment. This is a very popular option and is regularly used.

RAD has invested significantly in increasing customer satisfaction. > Call monitoring technology has played an important role in reducing the amount of time a customer waits for a live representative. RAD's average wait time is typically less than two (2) minutes.

PO Box 82368  
Phoenix, AZ 85068  
Phone: 480-455-5101  
Toll-free: 820-881-4237

Paradise Valley Resident  
123 E Main St  
Paradise Valley, AZ 85253

## INVOICE

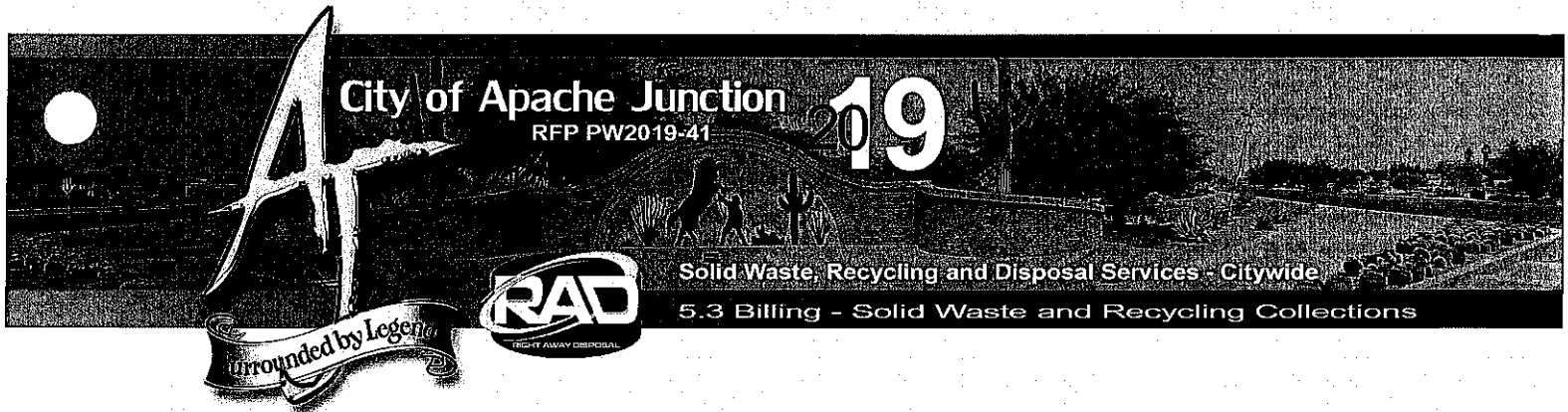
INVOICE NO. 10020450  
PHONE 1  
DATE Aug 01-17  
CUSTOMER NO. 123456  
SITE NO. 0  
REFERENCE NO.

AMOUNT DUE \$11.22  
AMOUNT PAID \$0.00

SERVICE DATE	CODE	DESCRIPTION	REFERENCE	QTY.	RATE	AMOUNT
01 - Aug	PS 10 OK	000111 Paradise Valley Resident 123 E Main St, Paradise Valley, AZ				
01 - Aug	PS 10 OK	Acct Pay Discount		2.00	\$0.25	180.75
01 - Aug	PS 10 OK	Aug 01, 2017 - Oct 31, 2017				
01 - Aug	PS 10 OK	Quality Service Fee		1.00	\$11.00	\$11.00
01 - Aug	PS 10 OK	Aug 01, 2017 - Oct 31, 2017				
		Sub Total				\$11.00

AMOUNT DUE \$11.22

TOTAL ACCOUNT BALANCE \$11.22  
AMOUNT OF REMITTANCE  
PAYMENT DATE  
CHECK NUMBER  
PLEASE RETURN THIS PORTION WITH REMITTANCE  
RAD logo  
Paradise Valley Resident  
123 E Main St  
Phoenix, AZ 85253  
Phone: 480-455-5101  
Toll-free: 820-881-4237  
AMOUNT OF REMITTANCE  
INVOICE NO. 10020450  
PHONE 1  
DATE Aug 01-17  
CUSTOMER NO. 123456  
SITE NO. 0  
REFERENCE NO.



## Sample Past Due Letter

Right Away Disposal  
PO Box 52768  
Mesa, AZ 85208  
(480)-983-9101



August 30, 2017

Paradise Valley Resident  
123 E Main St

Paradise Valley, AZ 85253-

Customer Number: 112540-0000  
Total Due: \$60.25

Dear Valued RAD Customer,

Our system indicates that payment has not been received by our accounting department. Your account is currently past due and a \$10.00 late fee has been assessed to your account. A service interruption will occur if this matter is not addressed promptly. In order to avoid service interruption, a \$20.00 removal fee, and a \$20.00 redelivery fee please remit payment immediately by one of the following options.

Pay Online at: [www.RightAwayDisposal.com](http://www.RightAwayDisposal.com)

Pay by Phone at: 480-983-9101

RAD also offers an auto-pay option which can be set-up by emailing [Office@RightAwayDisposal.com](mailto:Office@RightAwayDisposal.com) or by calling our office.

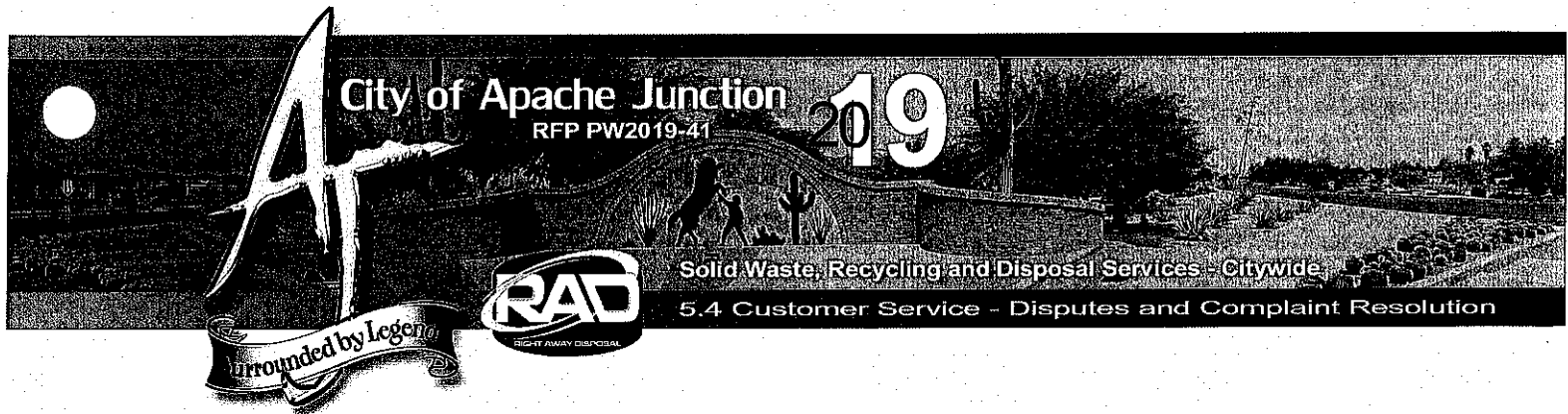
If this notice has been sent in error or you have already sent payment, please contact the office at 480-983-9101 to confirm we have received your payment.

You should have received a phone call prior to this notice informing you of a past due account. If you did not receive a phone call reminder, please call us or email your phone number to: [Office@RightAwayDisposal.com](mailto:Office@RightAwayDisposal.com)

Any unpaid balance will be sent to our Collection Agency and could have a negative impact on your credit rating.

Thank you for your cooperation and for allowing Right Away Disposal to service your trash collection needs.

Sincerely,  
The RAD Team



## **Customer Service - Arizona Based, Arizona Proud**

Exceptional customer service is a key hallmark of a first class company and we believe that our Arizona based team of customer service professionals ranks among the best. As a service related company, we understand that customers want immediate and accurate information that ensures resolution as opposed to the inconveniences of third-party call centers located abroad. We measure and monitor calls to ensure our performance exceeds industry standards; however, it's the customer's satisfaction that matters most.

### **RAD Customer Service - Call Center**

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

To achieve accurate account practices and ensure customers receive correct billing, RAD conducts monthly audits. These audits also aid in confirming if customers have canceled services due to moving or other related reasons. Precise and accurate accounting is vital to RAD and our customers.

With the launch of any new municipality waste and recycling program, RAD implements an educational tutorial, with its customer service team, in outlining the many moving parts of service, service options, pricing and other related topics. This knowledge is very beneficial in responding accurately in the likelihood of a service call or billing question. RAD also appoints a dedicated service manager to each of its municipality customers that will be directly available.

RAD will bill the residents on the 10th of the month prior to following billing cycle.

RAD's billing cycle for the City:

- January, February, March (*billing to community – December 10th*)
- April, May, June (*billing to community – March 10th*)
- July, August, September (*billing to community – June 10th*)
- October, November, December (*billing to community – September 10th*)

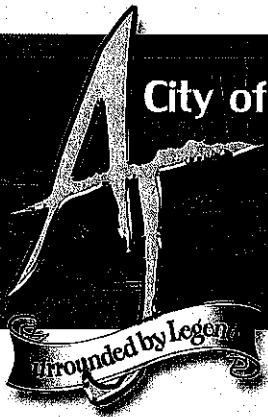
Quarterly bills are due the first month of each quarter. In the third week of receiving the bill, if unpaid the customer will receive a friendly reminder, via RAD's internal auto-dialer system, to the number on file. If an account reaches 30-days past due a late fee of \$20.00 is applied and letter of suspension is mailed (please see page 45 for sample letter). The customer is provided an additional three weeks to correct their account, if unattended RAD will suspend service. Unpaid accounts will have carts removed within the following week of suspended service.

RAD's Customer Service Call Center encompasses twelve (12) full-time agents, which are able to fulfill over 1,000 calls per day. If RAD is awarded, two (2) additional agents will be added to our team and dedicated to the City's needs. RAD guarantees to the City that its Customer Service Call Center will never be contracted to a third party or off-shore agency.

If a customer calls RAD's Customer Service Call Center they are directed to one of our Customer Service agents. If the call requires greater attention it is routed to the service manager that is appointed to the City. Further attention would include the involvement of our office general manager and/or president of RAD. To ensure accuracy all calls are recorded, this also provides details in our quarterly reporting to the City in what manner RAD has processed calls, complaints and resolutions.

### **Feedback is Important**

Evaluating the quality of service and RAD's positive reputation with our customers is key, which is why we embrace service feedback surveys. Maintaining regular contact with our customers for their feedback and thoughts on services demonstrates that we care how our company is perceived. It also provides customer participation in improving services, which builds customer loyalty. If awarded, RAD will conduct an annual customer survey, through its billing and website, to measure satisfaction. These results will be supplied to Town staff for further feedback.



## Sample Summary Report

Town of Queen Creek August Summary Report				
Extra Carts		Previous Month		
Extra Trash Carts		1100	1068	
Extra Recycle Carts		450	437	
Half Manure Carts		10	11	
Full Manure Carts		83	75	
Total Extra Carts		1643	1591	
New Services		Monthly	FY to date	
		67	140	
Missed Service		Monthly	FY to date	
		1	12	
Accounts Temporary Discontinuance		82		
Active Household Count	Trash & Recycle	Recycle Only	Totals	
Zone 1	4407	12	4419	
Zone 2	5780	7	5787	
Zone 3	2329	50	2379	
Total Active Accounts	12516	69	12585	
Removals				
Extra Trash Carts	5			
Animal Waste Cart				
Sw Cart	2			
Total	7			

# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## Amendments

**Page 54**

*Solicitation Addendum No. 1 - June 26th, 2019*

**Page 55**

*Solicitation Addendum No. 2 - July 1st, 2019*

**“PW2019-41 Solid Waste, Recycling and Disposal Services for the  
City of Apache Junction”**

**ADDENDUM # 1**

The following addenda is a result of an error and clarification in the June 10, 2019 Request for Proposal.

**ITEM 1** - Question on non-exclusive reference on page 1, Section 1. The final Agreement will be exclusive to one contractor for the duration of the contract.

**ITEM 2** – Add an additional Exhibit to the required documentation when submitting the proposal.

- a. Exhibit Q will consist of the contractor providing the home owner association(s) (HOA's) that are currently being serviced and the sunset date of the contract(s).

**ITEM 3** – Scope of Work, Section 5, page 9- Clarification

- a. Contractor to complete any contractual arrangements with all residential property owners no later than 365 calendar days from the award of the Agreement.
- b. Public Education and Outreach shall begin in August/September 2019 after the Apache Junction City Council has awarded the contract.

If further clarification of this addenda is needed, please feel free to contact me.

Heather Hodgman  
Public Works Management Analyst

Date: June 26, 2019

**“PW2019-41 Solid Waste, Recycling and Disposal Services for the  
City of Apache Junction”**

**ADDENDUM # 2**

The following addenda is a result of an error and clarification in the June 10, 2019 Request for Proposal.

**ITEM 1** – Section 3, page 8, Goals to read as the following:

“B” Contractor shall require residential solid waste and recycling pickup to prevent waste pile-up, trash burning and health hazards associated with standing water retained within uncollected waste.

“C” will be replaced with “D” section.

**ITEM 2** – Section 2, page 8, Background:

Per the background paragraph the “city stated that it was an approximate number of residential homes. The 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.”

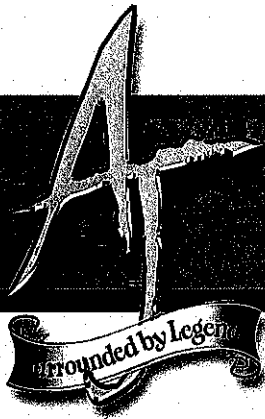
The city reviewed the 2017 ACS USBC data again and the number is approximately 11,000. The same language will apply that the city is providing an approximate number of residential homes. The estimates are not meant to be exact and no warranties or guarantees of any number of customer or for adding or subtracting customer is given.

If further clarification of this addenda is needed, please feel free to contact me.

Heather Hodgman  
Public Works Management Analyst

Date: July 1, 2019

# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

## Required RFP BID Exhibits with Supporting Documents - Exhibits With Bid

<b>Page 57-59</b>	1. Cost Proposal (Exhibit A) Yes
<b>Page 60-61</b>	2. Similar Service History (Exhibit B) Yes
<b>Page 62</b>	3. Exceptions/Additions/Corrections (Exhibit C) Yes
<b>Page 63-64</b>	4. Certificate of Insurance (Exhibit D) No
<b>Page 65</b>	5. Understanding & Agreement (Exhibit E) Yes
<b>Page 66</b>	6. Surety Bid Bond (Exhibit F) Yes
<b>Page 67</b>	7. Payment Bond (Exhibit G) No
<b>Page 68</b>	8. Performance Bond (Exhibit H) No
<b>Copy</b>	9. Proposed Agreement (Exhibit I) No
<b>Page 69</b>	10. Bid Inquiry Form (Exhibit J) No
<b>Page 70</b>	11. Vehicle and Collection Equipment (Exhibit K) Yes
<b>Page 71</b>	12. Collection Route Schedule and Maps (Exhibit L) Yes
<b>Page 72</b>	13. Recyclable Items (Exhibit M) Yes
<b>Page 73</b>	14. Public Outreach and Education (Exhibit N) Yes
<b>Page 74</b>	15. Bulk Trash Items (Exhibit O) Yes
<b>Page 75</b>	16. Annual Recycling Amounts (Exhibit P) No

## Exhibit A

### COST PROPOSAL PROJECT NO. PW2019-41

FIRM: Right Away Disposal (RAD)

ADDRESS: 3755 South Royal Palm Road, Apache Junction, Arizona 85119

TELEPHONE: 480.688.7411

Email: Bart@RADservices.com

#### STANDARD SERVICE

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Curbside Solid Waste Collection	Once a Week	<b>*\$15.41</b> per month Price reflected of both Waste and Recycling Collection
2	Curbside Recycling Collection	Once a Week	*The price shown above includes the \$.25 savings per month for paying annually
3	Bulk Trash	Once a Month	<b>\$0.00</b> per month
5	New 96 Gallon Solid Waste Container	Each	<b>\$0.00</b> per month
6	New 96 Gallon Recycling Container	Each	<b>\$0.00</b> per month

5.3 Billing: 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.


This RAD's current Vacation Hold Policy and will extend to the residents at no extra charge.

# ADDITIONAL SERVICES

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Additional 96 Gallon Receptacles	Each	\$7.00 <i>per month</i>
2	Receptacle Repair Services	Each	\$0.00 <i>per month</i>
3	Replacement Receptacle	Each	\$0.00 <i>per month</i>
4	2 Yard Dumpster	Delivery	\$30.00
		Service or Removal	\$100.00
5	4 Yard Dumpster	Delivery	\$30.00
		Service or Removal	\$120.00
6	6 Yard Dumpster	Delivery	\$30.00
		Service or Removal	\$140.00
7	20 Yard Dumpster	Delivery	\$30.00
	+ \$40.00 per ton	Service or Removal	\$195.00
8	Residential Drop off Service	Rate per Ton	\$40.00

# ALTERNATIVE BID

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Additional Curbside Bulk Trash and Recycling pickup by appointment only	Each	\$85.00
2	Solid Waste Pick Up Only - NOT Recycling	Twice Weekly	\$14.50 <i>per month</i>
3	Solid Waste Pick up (2 times a week) WITH Recycling (1 time a week)	Weekly	\$20.81 <i>per month</i>
4	Annual Christmas Tree Curbside Pickup	Once a Year	\$85.00
5	Green Waste Collection	Once a Month	N/A
6	Green Waste 96 Gallon Receptacle	Each	N/A

  
 Signature \_\_\_\_\_ Date 07.11.2019  
Bart Powell  
 Printed Name \_\_\_\_\_ Title Division Vice President

## Exhibit B

### SIMILAR SERVICE HISTORY - PROJECT NO. PW2019-41

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: Town of Queen Creek

Name of Agency or Firm

22358 S. Ellsworth Road, Queen Creek, AZ 85142

Address

480.358.3831

Ramona G. Simpson

Telephone

Contact Person

Short Description of Work: The municipality has exercised its three (3) one (1) year extensions  
pushing service into 2020 - Residential Waste and Recycling, bulk and commercial services - 13, 000 plus residents

<u>Queen Creek</u>	<u>2010 - Current</u>	<u>N/A</u>
<u>Location</u>	<u>Start &amp; Complete Date</u>	<u>Cost</u>



2. Customer: Town of Florence

Name of Agency or Firm

775 North Main Street, Florence, AZ 85132

Address

520.840.0868

Benjamin Bitter

Telephone

Contact Person

Short Description of Work: Residential Waste and Recycling, bulk and commercial services - 3, 000 plus residents

<u>Florence</u>	<u>2013 - Current</u>	<u>N/A</u>
<u>Location</u>	<u>Start &amp; Complete Date</u>	<u>Cost</u>



3. Customer: City of Tolleson

Name of Agency or Firm

9555 West Van Buren Street, Tolleson, AZ 85353

Address

623.478.8730

Jamie McCracken

Telephone

Contact Person

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

Residential Waste and Recycling, bulk and commercial services - 1,400 plus residents

<u>Tolleson</u>	<u>2016 - Current</u>	<u>N/A</u>
<u>Location</u>	<u>Start &amp; Complete Date</u>	<u>Cost</u>

3. Customer: City of Eloy

Name of Agency or Firm

1137 West Houser Road, Eloy, Arizona 85131

Address

520.466.9201

Harvey Krauss

Telephone

Telephone

Contact Person

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

Residential Waste and Recycling, bulk and commercial services - 3,300 plus residents

<u>Eloy</u>	<u>2010 - Current</u>	<u>N/A</u>
<u>Location</u>	<u>Start &amp; Complete Date</u>	<u>Cost</u>

**Exhibit C**

**EXCEPTIONS/ADDITIONS/CORRECTIONS  
PROJECT NO. PW2019-41**

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.

RAD has no exceptions, additions or corrections to RFP PW2019-41

Note: Please See Following Document with Established Certificate of Insurance

Exhibit D

**CERTIFICATE OF INSURANCE**  
**CITY OF APACHE JUNCTION PROJECT NO. PW2019-41**

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

NAME OF INSURED: Right Away Disposal (RAD)

ADDRESS OF INSURED: 3755 South Royal Palm Road, Apache Junction, Arizona 85119

	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.

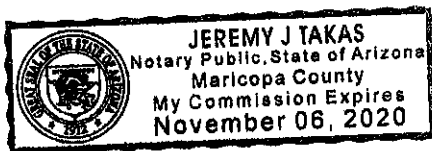
Date: 07.11.2019 Countersigned by: 

Title: Division Vice President

SUBSCRIBED AND SWORN TO before me this 11 day of 2019 by \_\_\_\_\_  
as Insurer.

My Commission Expires:

  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/27/2019

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Waste Connections of Arizona, Inc. dba Right Away Disposal, L.L.C. 3755 S. Royal Palm Rd. Apache Junction AZ 85119 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Indemnity Insurance Co of North America	43575
	<b>INSURER C:</b> ACE Fire Underwriters Insurance Co.	20702
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 570077126903	<b>REVISION NUMBER:</b>
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.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDOG71094777	08/01/2018	08/01/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$100,000	
			MED EXP (Any one person)				Excluded	
			PERSONAL & ADV INJURY				\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ISA H25159159	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)					
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
	<input type="checkbox"/> HIRED AUTOS ONLY		PROPERTY DAMAGE (Per accident)					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC65226303	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		E.L. EACH ACCIDENT				\$1,500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE-EA EMPLOYEE				\$1,500,000	
			E.L. DISEASE-POLICY LIMIT				\$1,500,000	
C				SCFC65431622	08/01/2018	08/01/2019		
				WI				

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

RE: Project No. PW2019-41. City of Apache Junction, its officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. Contractual Liability is written into the coverage form of the General Liability Policy but is subject to all terms, conditions, limitations and exclusions of the policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Apache Junction - PW2019-41 300 E. Superstition Boulevard Apache Junction AZ 85119 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

ACORD 25 (2016/03)

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**Exhibit E**

**UNDERSTANDING AND AGREEMENT – PROJECT NO. PW2019-41**  
(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 Waste Connections, Inc, a corporation organized under the laws of the State of Delaware; a partnership consisting of N/A; or an individual trading such as N/A and is the holder of Arizona State License No. 21273075. Classification: Waste Services.

Respectfully submitted by: Right Away Disposal (RAD)

<u>3755 South Royal Palm Road</u>	<u>Apache Junction</u>	<u>Firm</u> <u>Arizona 85119</u>	<u>480.688.7411</u>
Mailing Address	City	State	Phone

<u>Bart Powell - Division Vice President</u>	<u></u>
Officer/Title	

ATTEST:

Bill Bestreich - District Manager

Officer and Title

Larry Williams - Sales and Marketing Director

Witness (if bidder is an individual)

Note: See following three pages

**Exhibit F**

**SURETY BID BOND - PROJECT NO. PW2019-41**

*(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 F

**SURETY BID BOND - PROJECT NO. PW2019-41**

*(Complete and return with Bid Proposal)*

KNOW ALL MEN BY THESE PRESENT:

That we, Right Away Disposal, L.L.C., as Principal, (hereinafter called the Principal), and the The Hanover Insurance Company, 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 Oblige, 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:

RFP Project No. PW2019-41: Solid Waste, Recycling and Disposal Services for the City of Apache Junction

NOW, THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into a contract with the Oblige 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 Oblige the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Oblige 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 2nd day of July A.D., 2019.

Right Away Disposal, L.L.C.

Principal

James M. Little

Title Sr. Vice President

Witness:

Samantha Gordon

The Hanover Insurance Company

Surety

Lisa Betancur, Attorney-In-Fact Title

Witness:

SEE ATTACHED NOTARY ACKNOWLEDGMENT

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**David W. Garese, Audrey C. Skeen, Brooke A. Skeen, Lisa Betancur and/or Robert Garese**

Of **Excel Bonds & Insurance Services, Inc. of Sacramento, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John C. Roche*

John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawiecki*

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2<sup>nd</sup> day of July 2019

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento)

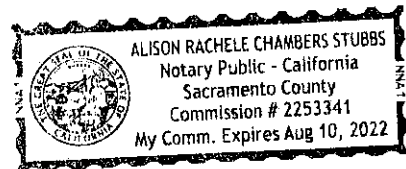
On July 2, 2019 before me, Alison Rachele Chambers Stubbs, Notary Public  
(insert name and title of the officer)

personally appeared Lisa Betancur  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alison Rachele Chambers Stubbs (Seal)



*Exhibits D, G and H as identified below should only be completed and returned to the City if the City awards the project to the Bidder.*

**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 # PW2019-41**

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 Oblige), 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 Oblige, 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
_____	BY: _____	
AGENCY OF RECORD		
_____	_____	SEAL
AGENCY ADDRESS	SURETY	
	BY: _____	
	ATTORNEY IN FACT	

*Exhibits D, G and H as identified below should only be completed and returned to the City if the City awards the project to the Bidder.*

**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 # PW2019-41**

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. PW2019-41**

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. PW2019-41, 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. PW2019-41 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 CONTRACTOR: Early termination of contract is permitted at the discretion of Contractor, however, where such discretion is exercised, liquidated damages will be due to the City in the sum of 5% of the contract amount for the ten (10) year period had the contract been performed for the full ten (10) year term. The Parties stipulate that this amount is a reasonable amount that accurately reflects the monetary impact the City will experience due to early termination. Further, this amount shall be secured by a letter of credit at a local Apache Junction branch bank upon execution of this Agreement, with the content of the letter of credit first being approved by the city attorney. Contractor shall serve Notice of Early Termination of Contract to City by first class certified U.S. mail one hundred and eighty (180) calendar days before such termination takes effect.

17. TERMINATION BY CITY: If Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in case for which extension of time is provided to supply enough properly skilled works or proper materials or labor or persistently disregards laws, ordinance, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents, City upon certification by the Director of Public Works that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving the Contractor and its surety if any, ten (10) calendar days written notice, terminate this contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to City. The amount to be paid to Contractor or to City as the case may be, shall be certified by the City's Director of Public Works and this obligation for payment shall survive the termination of this contract.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

\_\_\_\_\_

Note: All questions were submitted through Apache Junction's  
provided website of Public | Purchase

Exhibit J

**BID INQUIRY FORM**  
(General Clarifications)

PROJECT NAME: PROJECT # PW2019-41 SOLID WASTE, RECYCLING AND  
DISPOSAL COLLECTION

INQUIRY DEADLINE: 5:00 P.M., - Arizona Standard Time, July 3rd, 2019

QUESTIONS ON: ORIGINAL RFP or ADDENDUM NO.

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

NAME: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

QUESTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit K

### VEHICLE AND COLLECTION EQUIPMENT SAMPLE LIST

Note: Please see pages 28 through 32 for a complete outline of RAD's fleet of trucks and related services

Type of Vehicle	
Make	
Model	
Year	
Operation at Idle	
Smart Back up Technology	

Type of Vehicle	
Make	
Model	
Year	
Operation at Idle	
Smart Back up Technology	

**Note: Please see page 33 for Route Scheduling and Maps**

**Exhibit L**

**COLLECTION ROUTE SCHEDULE AND MAPS**

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

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

**Note: Please see page 43 under Recyclable Materials to be Collected and Processed**

**Exhibit M**

**LIST OF ACCEPTABLE AND NOT ACCEPTABLE RECYCLING ITEMS**

**Acceptable Recycling Items:**


**Not Acceptable Recycling Items:**


**Note: Please see page 45 and 46 for Public Outreach and Education**

**Exhibit N**

**PUBLIC OUTREACH AND EDUCATION DOCUMENTS**

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

**Note: Please see the following page for Bulk Information - Outreach Flyer**

**Exhibit O**

**LIST OF ACCEPTABLE AND NOT ACCEPTABLE BULK TRASH**

**Acceptable Bulk Trash:**


**Not Acceptable Bulk Trash:**


## Sample information Flyer to outline Bulk Acceptable and Not Acceptable



# The City of Apache Junction

## Monthly Bulk Pick-Up Guidelines

### Bulk Service Available on Day, Month, Year

#### To Receive Bulk-Pick Up:

Customers **MUST** schedule bulk service with RAD by calling Customer service at 480.983.9100 no later than **noon the day before scheduled service** or visit [RADservices.com](http://RADservices.com) under 'Bulk Pick-Up'.

#### DO

DO - Cut tree branches and wood into 4 foot lengths and bundle/tie together with twine, duct tape, etc...

DO - Place loose yard waste such as leaves and grass in bags

DO - Place furniture, such as chairs and couches at curb. No special preparation required.

DO - Place century plants, cactus and other similar plants in boxes.

#### DO NOT

DO NOT Place limbs or yard waste in a pile without being tied together

DO NOT Place construction materials (concrete, dirt, rock, gravel, concrete blocks, drywall, etc...) at curb. Construction debris is solid waste derived from the construction, repair, remodeling of structures and will not be collected.

DO NOT Place oil, paint, batteries or other hazardous materials

If you have called to schedule bulk collection you will need to make sure all material is set out properly and placed curbside prior to 6:00 a.m. on the day of collection. Bulk material will be collected by 6:00 p.m. on the assigned day.  
The allowed area for bulk is 6 cubic yards.

Improper Bulk Set-Out



Proper Bulk Set-Out



#### Acceptable materials for bulk collection include:

- Furniture and large appliances (excluding refrigerators)
- Household garbage and cardboard (including items that don't easily fit into the trash cart; the lid should close completely)
- Yard debris (including items that don't easily fit into the trash cart; the lid should close completely for standard collection; see additional requirements for preparing yard debris below)

#### When preparing yard debris for bulk collection, remember the three B's ; Bagged, Bundled or Boxed!

- Grass, leaves and other small items should be bagged and ARE not to exceed 50 pounds per bag.
- Tree limbs and cuttings cannot be longer than 4 feet and must be bundled and tied with twine, string, duct tape or similar cord so one person can handle them. Logs and limbs 12 inches in diameter or less are acceptable.
- Century plants, all cacti and similar plants that are hazardous to our collection employees should be boxed to avoid injury.

#### Unacceptable materials for bulk collection include:

- Tires, refrigerators, freezers, hazardous materials, motor oil, batteries and construction materials such as concrete, pavers and brick.

#### Visit our Website

For more information regarding bulk pick-up service please visit our site at:  
[rightawaydisposal.com/bulk-pickup-rightaway.php](http://rightawaydisposal.com/bulk-pickup-rightaway.php)

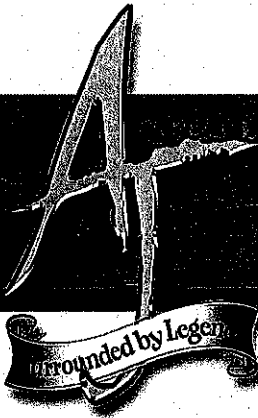
**Note: Please see page 47 for Recycling Diversion and Education**

**Exhibit P**

**ANNUAL RECYCLING AMOUNTS**

**---BLANK TO BE COMPLETED BY CONTRACTOR ---**

# Chapter



Solid Waste, Recycling and  
Disposal Services - Citywide

**RFP Copy**