

Please Note:

If you have received this solicitation from a source other than the Town of Apex Purchasing Department, it is the bidder's responsibility to ensure that all addenda have been received.

**Request for Proposal/Qualifications
TOWN OF APEX
Issued October 19, 2015**

The **TOWN OF APEX**, North Carolina ("Town") invites submittals of proposals from qualified and experienced firms ("Contractor") for **Residential Solid Waste, Commercial Solid Waste, Recycling Collection and Disposal Services** ("Proposals"). The contract term of the Proposal shall be for a period of one (1), five (5) or ten (10) years (at the option of the Town and depending on the proposal selected) with an option to renew for one (1) additional term upon mutual agreement of the parties. It is anticipated that services would begin on July 1, 2016.

PROPOSED SCOPE OF WORK:

The proposed scope of work can be found in Attachment A – "Statement of Work" attached to this RFP.

REQUESTS FOR CLARIFICATION & ADDITIONAL INFORMATION

Any requests for clarification or additional information of a technical nature regarding this RFP shall be submitted in writing and be directed to:

Town of Apex
Attention: Michael Deaton, PE
P.O. Box 250
Apex, NC 27502
Phone: 919-249-3413
Email: michael.deaton@apexnc.org

SUBMISSION REQUIREMENTS

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 PM EASTERN STANDARD TIME ON FRIDAY, JANUARY 29, 2016. NO PROPOSAL SHALL BE CONSIDERED IF IT IS NOT ACTUALLY RECEIVED BY THE TOWN BY 12:00 PM ON FRIDAY, JANUARY 29, 2016. THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY, OR ERROR RESULTING FROM THE METHOD OF DELIVERY SELECTED BY THE CONTRACTOR.

Proposals may be sent in electronic form or hard copy. If submitting proposals in hard copies, please provide two (2) complete sets and one digital copy.

Proposals should be addressed and delivered to the Apex Environmental Programs Manager's attention with the notation "Re: Residential Solid Waste, Recycling Collection and Disposal Services" on the envelope. Proposals may be mailed or hand-delivered (use P.O. Box for USPS, Physical Address for FedEx/UPS/Etc.). Any proposal received after the deadline by any delivery method will not be considered.

Mail: Town of Apex
Attn: Michael Deaton, PE
Re: Residential Solid Waste, Recycling Collection and Disposal Services
P.O. Box 250
Apex, NC 27502

Physical Address: 105 Upchurch Street
Apex, NC 27502

Email Address: michael.deaton@apexnc.org

RESPONSIBILITY FOR COSTS

The Contractor shall be fully responsible for all costs incurred in the development and submission of this any response to this request. Proposal documents should be prepared simply and economically, providing a straightforward and concise description of the Contractor's capabilities to satisfy the requirements of the request. Emphasis should be placed on completeness and clarity of content. Selected Contractors may be asked to present in person the substance of their response to Town staff if necessary. All costs of such presentations shall be borne solely by the Contractors.

CONTRACTOR QUALIFICATIONS

Contractors shall be required to submit evidence that they have relevant experience and have previously delivered services similar to those required.

Contractor may additionally be required to show that they have satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No submittal will be accepted from any Contractor who is engaged in any work which would impair their ability to perform or finance this work or from any Contractor with outstanding claims pending for work of a similar nature, either completed or in progress.

No proposal will be accepted from, nor will a contract be awarded to, any Contractor who is in arrears to the Town upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Town, or is deemed to be irresponsible or unreliable by the Town.

RIGHT TO REJECT PROPOSALS

The Town reserves the right to reject any and all Proposals. This request for Proposals is neither a contractual offer nor a commitment to purchase services. The Town assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a Proposal by a Contractor, the evaluation of statements, or final selection.

PRIME CONTRACTOR RESPONSIBILITY

Contractors have the option of subcontracting parts of the services they propose provided, however, that the Contractor remains the primary point of contact for all provisions of this contract and all services provided. All subcontractors will be subject to approval by the Town. The Contractor shall cause appropriate provisions of their contract to be inserted in all subcontracts ensuing, to insure fulfillment of all contractual provisions by subcontractors, including adequate insurance.

COMPLETE SERVICES/PRODUCTS

The Contractor shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other execution accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this document and the resultant contract, execute and complete all specified work to the satisfaction of the Town.

PROCUREMENT SCHEDULE

The Town has established a schedule for submittal, Contractor selection, and project initiation. The following tentative dates have been established for this procurement (milestone dates are approximate and are subject to change).

-Pre-Submittal Meeting-to be held on December 17, 2015, from 1:30pm-2:30pm (EST.)

Location: Apex Public Works Administration Building
Conference Room
105 Upchurch Street
Apex, NC 27502

-Proposals submitted to Town by January 29, 2016, 12:00 pm Eastern Standard Time (using the clock in the Public Works Administration Conference Room).

-Contractor Selection (estimated) February 16, 2016

-Notice to Proceed (estimated) – Contract term begins July 1, 2016

SUBMITTAL FORMAT AND CONTENT

Contractors are required to submit concise responses to this document. Unless specific exception is noted in your response, Contractor shall be assumed to be in agreement with, and will employ, the technical approaches described in the following sections. Submittals shall contain all elements of information requested. Detailed explanations of each technical step are not required. Summarize the approach, highlighting important points that may differentiate your

submittal or firm from others. The Town reserves the right to include any part of the selected submittal, either in addition to or in lieu of the specifications contained in this document, in the final contract.

The following sections and content are required in each submittal:

- 1) Company Profile
- 2) Organizational Structure and Key Staff Résumés
- 3) Experience and Reference Summary
- 4) Identification of Lawsuits and Administrative Claims/Fines
- 5) OSHA Record
- 6) Cost Submittal – on form provided

Detailed requirements and directions for the preparation of each section are presented below.

Section 1: Company Profile

Provide the following Company Profile information for your firm. If you are proposing to subcontract any of the proposed work to another firm, similar information must be provided for each subcontractor. The length of the company profile should not be more than one (1) page per firm.

- 1) Firm name and business address, telephone and facsimile numbers, email addresses; include contact information for all production facilities to be involved
- 2) Type of ownership and parent company, if any; pending ownership changes, if any
- 3) Indicate whether the firm is licensed to do business in the State of North Carolina; note if the firm is on the State contract
- 4) Project manager's name and contact information, for all involved firms

Section 2: Organizational Structure and Key Staff Résumés

Describe how you anticipate organizing your team for this project. Provide a listing of key project team members who will be involved. Provide résumés for the project manager, and other key managerial staff and technical staff. Do not include résumés for persons not directly involved in this project. It will be required that the key people proposed for the project actually participate. If subcontractors are to be used, the same information should be provided for each subcontracting firm.

Section 3: Experience and Reference Summary

Contractors must include at least two past and two current work references that can be contacted by the Town. If subcontractor is being proposed, similar information must be provided for the subcontractor. When preparing project summaries, please provide the following information:

- 1) Project name
- 2) Name and address of client
- 3) Client contact person (name/position/current phone number)
- 4) Period of contract
- 5) Description of overall project scope, including all services and deliverables
- 6) Description of services and deliverables provided by any subcontractors or prime contractors who participated as part of the project team for the project
- 7) Status and comments.

Section 4: Identification of Lawsuits and Administrative Claims/Fines

Contractors must identify all lawsuits, administrative claims or fine proceedings Contractor has been a party to in the past five (5) years. In the response be sure to include any fines levied by any governmental unit relating to the proposed work in this RFP such as fines from the EEOC, Department of Labor or similar unit of government.

Section 5: OSHA Record

Contractor must identify and provide all OSHA records the Contractor has been a party to for closed and open cases within the past five (5) years.

Section 6: Cost Submittals

The cost submittals should be input and submitted using Attachment B – “Solid Waste Bid”

SELECTION CRITERIA

Town of Apex staff will evaluate individual submittals in context of the Contractor’s overall capabilities, experience, references, records, cost submittals and the information provided in each response. **Cost will not be the sole factor in awarding the contract.** Any firm determined to be technically unqualified, or whose submittal is deemed unresponsive, will not be considered.

AWARDING OF CONTRACT

The Town will select the Contractor with the best overall Proposal to provide these services on the basis of demonstrated competence and qualifications, and thereafter seek to enter into a contract for services. Consideration will be given to only those Proposals received from firms who are properly licensed and experienced in the class of work proposed and who can refer to similar projects of comparable magnitude and scope that are current. The Town also reserves the right to reject any and all offers and to waive informalities or technicalities as it may deem to be in its best interest.

OTHER MATTERS

The Town reserves the right to amend this Request for Proposals at any time, including prior to submission of any Proposals. All costs associated with preparing and submitting a Proposal shall be the sole responsibility of the Contractor. All Proposals shall become the property of the Town upon submission.

INSURANCE REQUIREMENTS

The following insurance requirements will be required for the award of the contract:

1. Insurance

- a. The Contractor to whom the award is made shall maintain insurance not less than the following:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$1,000,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Bodily Injury (Liability)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

Property Damage Liability (Except Automobile)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Property Damage (Liability)	\$1,000,000 per occurrence
Excess Umbrella Liability	\$1,000,000

- b. The TOWN OF APEX must be named additional insured and an original of the endorsement to affect the coverage must be attached to the certificate if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement.
- c. **Worker's Compensation Insurance.**
 - o Covering Statutory benefits;
 - o Covering employees; covering owners partners; officers, and relatives (who work on this contract)
 - o Employers' liability, any limit.
- d. **Insurance shall be provided by:**
 - o Companies authorized to do business in the State of North Carolina
 - o Companies with Best rating of A or better.
- e. **Insurance shall be evidenced by a certificate:**
 - o Providing notice to the Town of not less than 30 days prior to cancellation or reduction of coverage
 - o Certificates shall be address to
TOWN OF APEX
Attention: Michael Deaton, PE, Environmental Programs Manager
PO Box 250
Apex, NC 27502
- f. PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.
- g. Prior to execution of a contract, the successful bidder and any subcontractors subject to this contract will be required to provide a copy of its current Certificate of Insurance.
- h. Prior to execution of a contract, the successful bidder will be required to pledge, attest and warrant that they will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify) and further pledge, attest and warrant that any subcontractors hired by Contractor shall comply with any and all E-Verify requirements.

Attachment A
STATEMENT OF WORK
Town of Apex
Residential Solid Waste and Recycling Collection and Disposal Services
Dated October 19, 2015

- 1.0 DEFINITIONS
- 2.0 SPECIAL PROVISIONS
 - 2.01 Equipment Size for Specific Locations
 - 2.02 Current Routes Maintained
 - 2.03 Required Reporting
- 3.0 TYPE OF COLLECTION
 - 3.01 Service Provided
 - 3.02 Location of Containers
- 4.0 OPERATION
 - 4.01 Service Changes
 - 4.02 Hours of Operation
 - 4.03 Holidays
 - 4.04 Complaints
 - 4.05 Collection Equipment
 - 4.06 Office
 - 4.07 Hauling
 - 4.08 Disposal
 - 4.09 Notifications
 - 4.10 Point of Contact
 - 4.11 Reporting
 - 4.12 Performance requirements
 - 4.13 Unacceptable Performance
- 5.0 TERM
- 6.0 BASIS AND METHOD OF PAYMENT
 - 6.01 Rates
 - 6.02 Modification of Rates
 - 6.03 Delinquent and closed Accounts
 - 6.04 Contractor Billings to Town
 - 6.05 Contractor Billings to Commercial Accounts

1.0 DEFINITIONS

- 1.01 Solid Waste Bags – Plastic sacks designed to store garbage with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its content shall not exceed 35 pounds. Bags are furnished by home owner.
- 1.02 Bins – A plastic receptacle of at least 18 gallons designed for the storage of recyclable materials prior to collection. Bins are furnished and owned by Contractor.
- 1.03 Container – Solid Waste receptacle with a capacity of between 95 and 100 gallons and/or a Recycling receptacle with a capacity of 65 gallons constructed of plastic and metal, having wheels, handles of adequate strength designed to be lifted and emptied mechanically and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. Solid Waste and Recycling containers are furnished by Contractor. Contractor is responsible for the repair/replacement of damaged containers.
- 1.04 Disposal Site – A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals. For the purposes of this contract, the Disposal Site shall be the Southwest Wake Landfill.
- 1.05 Dumpster – Metal receptacle with a capacity of 4, 6, or 8 cubic yards, designed to be lifted and emptied mechanically for use at Commercial and Industrial units. Under this contract, dumpsters are to be emptied twice per week. Dumpsters are furnished by Contractor. Contractor is responsible for the repair/replacement of damaged dumpsters.
- 1.06 Garbage – Animal and vegetable refuse resulting from the handling, preparation, cooking, and consumption of food, including the minimum amount of liquid necessarily incident there to except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, and Hazardous Waste.
- 1.07 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include, but is not limited to motor oil, gasoline, paint, paint cans, and household cooking oils.
- 1.08 Producer – An occupant of a Residential Unit who generates Refuse.
- 1.09 Refuse – Solid waste other than Garbage or ashes from residences, Commercial establishments, or institutions.
- 1.10 Residential Refuse – All Garbage and Recyclables generated by a Producer at a Residential Unit
- 1.11 Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A condominium dwelling, whether of single or multi-level construction, consisting of separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit unless there service is provided

using a dumpster unit. If served by a dumpster unit, these residential units will be billed according to the dumpster rate schedule listed in this contract.

- 1.12 Recycling Containers – A bin with capacity of 18 gallons constructed of plastic with no lid or a roll-out receptacle with capacity of 65 gallons or 95 - 100 gallons constructed of plastic with a lid. Each container shall include RFID technology if such is called for in the final contract (will be considered by alternate bid).
- 1.13 Recyclable Materials – materials that are collected, separated, or processed and reused in the form of raw materials or products. Recyclable materials include but are not limited to: Newspaper, white paper, green/brown/clear glass, corrugated cardboard (3'X3' or smaller), paperboard (i.e. cereal boxes, shoeboxes, etc.), cardboard egg cartons, plastic bottles, aseptic juice boxes, gable-top paper cartons (i.e. milk cartons), metal food cans, aluminum beverage cans, steel cans and empty aerosol cans, aluminum foil with no food residue, six-pack rings, yogurt cups, sports drink bottles, magazines, junk mail, catalogs and phonebooks. **No** frozen food trays, plastic wrap, plastic bags, styrofoam, stamps & stickers in junk mail, motor oil bottles, or chemical/pesticide bottles.
- 1.14 RFID – radio frequency identification: a technology that uses electronic tags placed on objects to relay identifying information to an electronic reader by means of radio waves.

2.0 SPECIAL PROVISIONS

2.01 Equipment Size for Specific Locations

- a) Certain subdivisions in the Town require a special sized waste/recycle vehicle that can maneuver a twelve (12) foot wide one-way and/or dead-end alley and/or street for collection. These locations are listed below:

Apex Buildings with Alley Access (as of October 14, 2015)				
Development Name	Construction Status	Residential Units	Nonresidential Units	Occupied Units
Bradley Park	Existing	12	0	12
Bungalow Park at Scotts Mill	Existing	125	0	125
Creekside Commons	Existing/Under Construction	72	0	45
Green at Scotts Mill	Existing/Under Construction	156	*25	156
Old Mill Village	Existing/Under Construction	157	0	119
Seagrove's Farm	Existing	42	0	42
Tunstall Square	Existing	9	0	9
Villages of Apex (North)	Existing/Under Construction	330	0	227
Downtown Apex (Commerce Street)	Existing	0	17	17
Total		903	54	752
*Townside Center tenant space on all four floors has the potential to subdivide into smaller suites.				

2.02 Current Routes Maintained

- a) The Contractor shall maintain the routes the Town currently in use (see attached route map).
- b) Daily report of residents that were missed for their solid waste, or recycle service to include the address and reason for miss.

- 2.03 18 gallon bins will only be provided upon special request but will require RFID (as a bid alternate). However, the expectation is that the number of these bins will be low as they will only be provided for service in townhomes, attached condominium units, and apartments. Single family

detached residences will be required to use the 65 gallon cart. A list of the locations served by 18 gallon bins is included at the end of this scope of work.

3.0 TYPE OF COLLECTION

3.01 Services Provided:

- a) Residential refuse shall be collected one time per week from each residential unit. Commercial refuse shall be collected twice per week for locations using 95 -100 gallon carts. Contractor shall provide curbside collection service or dumpster service for the collection of Residential Refuse to all Residential Units and Town Facilities as specified herein. Individual residential containers shall be placed at the curbside by 6:00 am on the designated collection day. Containers and or dumpsters are to be provided to the Residential Units by the Contractor as directed by the Town. Containers will be emptied on the designated service day as routed by the Contractor. Collection days are subject to change and all changes will be mutually agreed upon by the Town and the Contractor. A route map showing service days is included with this scope of work.

Contractor shall notify residents of route changes should they occur as follows:

- Individual notices delivered to each collection point prior to the change
- Automated phone calls
 - i. The Contractor shall provide two (2) automated phone messages per year to Town Residential Units at no cost to the Town. Any automated phone message beyond those two (2) will be billed to the Town.
 - ii. If any route will not be collected due to circumstances beyond the control of the Town, not to include acts of force majeure, the Contractor shall be responsible for communicating any service changes to all Residential Units and to the Environmental Programs Manager (or designee) at no cost to the Town.

- b) Contractor shall provide curbside recycling service for the collection of Residential Recyclables to each Residential Unit one time per week. Recyclable Containers including RFID technology (as an alternate bid) shall be placed at curbside by 6:00 am on the designated collection day(s). Bins and/or Containers are to be provided to the Residential Unit by the Contractor as directed by the Town. Recyclables will be collected on the same day as the refuse for each additional residential unit. Collection days are subject to change and all changes will be mutually agreed upon by the Town and Contractor. Contractor shall notify residents of route changes should they occur as follows:

- Individual notices delivered at time of collection
- Automated phone calls
 - i. The Contractor shall provide two (2) automated phone messages per year to Town Residential Units at no cost to the Town. Any automated phone message beyond those two (2) will be billed to the Town.
 - ii. If any route will not be collected due to circumstances beyond the control of the Town, not to include acts of force majeure, the Contractor shall be

responsible for communicating any service changes to all Residential Units and to the Director of Public Works (or designee) at no cost to the Town.

- c) Contractor shall provide service for the collection of dumpster refuse twice per week as specified in Attachment A of this contract. All dumpsters shall be provided by the Contractor and maintained in good working order and in a condition that is acceptable in appearance. A list of current dumpster service locations with sizes and number of units is included at the end of this scope of work.

3.02 Location of Residential Containers – Each container and/or bin shall be placed, by 6:00 a.m. on the designated collection day, at curbside for collection with the exception of “backdoor” households that are verified and designated by the Customer Service and Finance Manager. “Backdoor” households are verified by Customer Service and Finance Manager assuring a single resident within the household and physical impairment or multiple persons in the household with an impairment precluding them from bringing container and/or bin to the curb. All efforts shall be made by the Town to limit the total number of households serviced in this manner. Curbside refers to that portion of right of way adjacent to paved or traveled Town Roadways including alleys which may be safely traveled by a typical solid waste collection vehicle. Containers and/or bins shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed on the right-of-way, containers and/or bins shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container and/or bin not so placed, except for other designated areas that may be required by disabled people on an as needed basis.

4.0 OPERATIONS

4.01 The Contractor will notify the Town sixty (60) days in advance of any service change and such changes shall be subject to approval by the Town.

4.02 Hours of Operation –

4.02.1 Collection of curbside Residential Refuse and Recyclables shall not start before 6:00 am or continue after 8:00 pm on the same days.

4.02.2 Dumpster collection shall not start before 6:00 am or continue after 8:00 pm Monday – Friday.

4.02.3 Collection of dumpsters is not permitted on Saturdays or Sundays except by permission of the Town.

4.03 Holidays – The following shall be holidays for purposes of this contract: New Year’s Day, Memorial Day, Forth of July, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any and all of the above mentioned holidays by suspension of collection service on the holiday, but such decisions in no manner relieves the Contractor of their obligation to provide collection service at least once per week for Residential and as per the schedule for dumpster collection service.

4.04 Complaints – All complaints received by the Town shall be given promptly to the Contractor for their disposition. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and promptly process complaints and service requests or to receive

instructions and directions from the Town during the hours of 8:00 am to 5:00 pm each and every work day during the term of the contract or renewal thereafter. Preference may be given to Contractors who provide an on-line portal for customer service. General complaints received by the Contractor for such things as spills, dropped trash, broken glass, shall be resolved within two (2) hours of notification. Complaints involving verifiable missed trash situations received by the Contractor during a scheduled collection day shall be resolved the same day. Complaints for broken waste containers, misplaced containers, etc. should be resolved promptly in no case later than the end of the day following the day of receipt of the complaint.

EXCEPTION: Missed trash complaints not resolved within the time specified will count as a verifiable miss and the Town will not be charged for these missed services. Complaints of this nature received before 10:00 am, shall be resolved by the end of the same day, and those received after 10:00 am during a collection day will be resolved by the Contractor on or before 12:00 noon on the following day. Additionally, all verified missed trash situations will be included in the evaluation of the Contractor's ability to meet the performance criteria of no more than one (1) verified missed trash complaint per 1000 and /or no more than twenty five (25) customer complaint calls per month. The Contractor will notify the Town's Customer Service and Finance Manager (or designee) of any complaints not resolved within the above stated time frames. The Contractor shall maintain forms or logs indicating the time a complaint or request was received, the nature of the complaint or request, and the disposition of such complaint. Such records shall be available for Town inspection and reported on a monthly basis. The report shall include all complaints and their disposition. When a general complaint (other than for missed trash) is received on the day preceding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day. The Town may require the Contractor to make personal supervisory contact with residents as necessary to resolve a service complaint.

- 4.05 Collection Equipment – The Contractor shall provide an adequate number of properly licensed and insured vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the Contractor.
- 4.06 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm on regular collection days.
- 4.07 Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. Any refuse which does leak, spill, blow or escape in any manner shall be promptly retrieved or cleaned up by the Contractor. Failing to retrieve or clean up as required by this provision will be grounds for immediate termination and full reimbursement to the Town for any damages incurred by the Town to persons or property as a result. Should the Town perform or be required to perform some or all of the retrieval or cleanup, the Contractor shall reimburse the Town for ALL cost incurred by the Town.
- 4.08 Disposal – The Town has the right to designate where the Contractor disposes of the solid waste and recyclable materials collected within the Town. Contractor shall dispose of

the solid waste materials collected for the Town at the South Wake County landfill. Recycling materials shall be disposed of at recycle processing/separation centers licensed, permitted and approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing.

- 4.09 Notification – The Town shall notify all customers about complaint procedures, regulations, and day(s) for scheduled refuse collection.

4.09.1 In the event there is an inclement weather situation, the Town and the Contractor shall come to a mutual understanding of communication.

- 4.10 Point of Contact –Communication between the Contractor and the Town shall be directed by the Contractor to the Customer Service and Finance Manager by the Branch or Operations Manager or his designee.

- 4.11 Reporting – Contractor shall provide to the Town a monthly summary of all solid waste and recyclable material tonnages collected within the Town. This recap shall also include recycling participation (how many Residential Units are and are not participating in recycling) and other pertinent information needed by the Town.

4.11.1 The Contractor shall maintain forms or logs indicating the time a complaint or request was received, the nature of the complaint or request, and the disposition of such complaint. Such records shall be available for Town inspection at the first of every month.

4.11.2 The Contractor shall provide a daily report of the Residential Units missed on the solid waste and recycle service routes. The report will identify the address and reason for the miss.

- 4.12 Performance Requirements – It is the Town’s intent to provide prompt and consistent curbside solid waste and recycling collection services to its citizens on the day in which the collection is scheduled. It is agreed to and understood that occasionally this schedule will be interrupted due to unforeseen mechanical or weather situations. Additionally, all verified missed trash or recycle from any Residential Unit in the Town will be included in the evaluation of the Contractor’s ability to meet the performance criteria of no more than one (1) verified missed trash complaint per 1000 and /or no more than twenty five (25) validated customer complaint calls per month. The Contractor will notify the Town’s Customer Service and Finance Manager (or designee) of any complaints not resolved within the above stated time frames. However, inconsistent collection resulting in verifiable missed services (either single or multiple) and/or verified repeated missed services at the same address occurring within a 30 day period, will be considered poor performance and could result in the termination of the contract. Verified missed pick-ups not recovered within the time allotted in these specifications, will not be charged to the Town.

4.12.1 The Contractor shall provide a daily report of the Residential Units missed on the solid waste and recycle service routes. The report will identify the address and reason for the miss.

- 4.13 Unacceptable Performance – The list below, while not all-inclusive, illustrates what the Town considers to be examples of unacceptable performance*:

a) Fails to begin work at a suitable hour to allow sufficient time to complete the work or with sufficient personnel or equipment to complete the work specified in the contract.

- b) Begins work before the established hour of 6:00 am or ends work after the established hour of 8:00 pm.
- c) Fails to perform the services contracted for resulting in a verified missed service or repeats missed service at the same address within a 30 day period greater than one (1) verified missed service per 1000 customers.
- c) In excess of 25 validated customer complaints per month are received.
- d) Fails to perform the work suitably or discontinues the performance of work.
- e) Fails to provide reasonable customer service as outlined in this Attachment.
- f) Fails to properly or adequately clean up leaks, spills, or trash caused by the Contractors equipment or handling of the containers.
- g) Fails to timely resolve valid property damage complaints.
- h) Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied and the Town gives notice of such default or the Contractor or his surety fails to secure such default within two (2) days after such notice.

* The Town shall consult with the Contractor regarding issues where subjective judgement must be utilized to determine unacceptable performance under this section. However, the Town shall make the final determination.

5.0 TERM

- 5.01 The Contract shall be for a period of one (1) (renewable), five (5) or ten (10) years (depending on the proposal selected) beginning on July 1, 2016. Acceptance and execution of the contract by the Contractor binds the Contractor to the contract for the duration of the time specified in the contract.
- 5.02 The Town may terminate this contract upon thirty (30) days written notice in whole or, in part, if the Contractor commits a breach of the contract terms and conditions or is found in default and shall not cure such breach or default within the allotted thirty (30) day period. Any such written notice from the Town to terminate shall include a detailed statement notifying the Contractor of the claimed breach or default.
- 5.03 Contractor acknowledges that the Town of Apex is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Apex's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Apex thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Apex shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

6.0 BASIS AND METHOD OF PAYMENT

- 6.01 Rates – For collection and disposal services required to be performed pursuant to Section 2.01, the charges shall not exceed the rates as fixed by the Contract Documents, as

adjusted in accordance with paragraph 6.02. Refuse collection charges shall include all disposal and related costs.

- 6.02 Modification of Rates – The fees which may be charged by the Contractor for the Second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in an index published by the U.S. Department of Labor as agreed upon by the Town and Contractor. The selection of the index will remain in effect until the contract expires or is otherwise terminated. As of the last month (June 30, 2016) of the Contract and every 12-month period thereafter (the “Rate Modification Date”), the fees shall be increased or decreased for the ensuing 12-month period in a percentage amount equal to the percentage change of the above referenced Index for the twelve month period from March of the prior year to March of the current year.

6.02.01 In addition to the above, the Town or Contractor may respectfully petition the other party, at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operation, related to revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; a significant increase in the number of Residential Units, such as Town growth or annexation; and for other reasons approved by the Town.

6.02.02 Increases or decreases in the landfill tipping fee will be passed through to the Town. Contractor will notify the Town 30 days in advance or upon notification of all changes in tipping fees.

6.02.03 Additions and Deletions of Accounts – Residential Accounts shall be adjusted monthly by the number of new resident sign ups. Town shall be responsible for notifying Contractor of additional households.

6.02.04 If the Proposal selected is for a length of ten (10) years, the Town and Contractor agree to a periodic review of the services being provided within that contract. The Town may provide notice to the Contractor that it desires such review within the last 90 days of the 3rd, 5th and 7th contract years. The review will be to determine whether there were changes in the levels and types of services being provided that are desired by the Town due to changes in circumstances such as new technology, advances in recycling, significant growth or significant decline in population. The parties will mutually agree on any changes in service levels and any resulting changes in service rates due to such changes. This provision will not result in or be deemed to permit any change in the service provider.

- 6.03 Delinquent and Closed Accounts – The Contractor shall discontinue Refuse collection service in any Residential Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. The Town shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney’s fees) resulting from the Contractor’s discontinuing service at any location at the direction of the Town.

- 6.04 Contractor Billings to Town – The Contractor shall bill the Town for service rendered prior to the 10th day following the end of the month and the Town shall pay the Contractor on or before the 10th day following the end of the following month. Such billing and payment shall be based on the price rates and schedules set forth in the contract Documents. If the Town is obligated to bill the customer, the Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town collects from the customer for such service.

Properties Served by 18 Gallon Recycling Bins		
Neighborhood	Dwelling Units	Status
Walden Townes	133	Existing
Heatherwood	108	Existing
Avalon Peaks	256	Existing
Wake Acres Apartments	48	Existing
West Haven Townhomes	144	Existing
Lakeridge Apartments	94	Existing
Townes at Sugarland	23	Existing
Bungalow Park at Scotts Mill	184	Existing
Golders Green	139	Existing
Bradley Terrace	175	Existing
Dogwood Ridge Townhomes	102	Existing
Towns of Carriage Downs	70	Existing
The Enclave at Trackage	49	Under Construction
TOTAL	1,525	

Dumpster List				
Dumpster ID	Account Name	Service Address	Size (C.Y.)	Number of Dumpsters (fractions indicate shared unit)
2	APEX BAPTIST CHURCH	110 S SALEM ST	6	1
4	BROOKRIDGE ASSISTED LIVING	312 LYNCH ST	6	1
5	UNITED STATES POSTAL SERVICE	501 W WILLIAMS ST	8	1
7	CARQUEST AUTO PARTS, INC	600 E WILLIAMS ST	8	1
8	NEW HORIZONS FELLOWSHIP	820 E WILLIAMS ST ES	8	1
9	DALLAS FOOD SERVICE	1101 E WILLIAMS ST	8	1
10	READY MIX CONCRETE	1501 E WILLIAMS ST	8	1
12	THE PANTRY INC-0457	705 E WILLIAMS ST	6	1
13	DAYS INN APEX	1400 E WILLIAMS ST	8	1
15	C C JONES MEMORIAL PARK	309 HOLLEMAN ST	8	1
19	ENTERPRISE RENT A CAR	807 E WILLIAMS ST	8	0.5
19	YOUNG GUNS INC	813 E WILLIAMS ST	8	0.5
21	CSX TRANS 06203	100 CENTER ST	4	1
23	PURYEAR TANK LINES	1421 E WILLIAMS ST	6	1
25	ST ANDREWS CATHOLIC CHURCH	3008 OLD RALEIGH RD	8	1
26	THE SUBWAY OF APEX, INC	809 E WILLIAMS ST	6	1
27	ERWIN OIL COMPANY	1201 LAURA VILLAGE DR	4	1
28	HARRIS BROWN MGMT	300 JAMES ST	8	4
29	S & K PARTNERSHIP LLC	2205 CANDUN DR	4	1
30	ACTIVE MACHINERY SALES INC	1001 INVESTMENT BLVD	4	1
31	A & K II	601 W WILLIAMS ST	6	1
32	EVA PERRY LIBRARY	2100 SHEPHERDS VINEYARD DR	4	1
33	LA RANCHERITA OF APEX	102 N SALEM ST	8	1
36	QUICK 10 CORP / STORE #2736	1200 LAURA VILLAGE DR	4	1
38	YELLOW CANOE LLC	906 US 64 HWY W	6	1
39	DAVID MARTIN & ASSOC	2201 CANDUN DR	6	1
42	VINEYARD STATION LLC	LAURA DUNCAN RD	4	1
43	H M M INVESTMENTS	2521 SCHIEFFELIN RD	8	1
44	APEX HWY 55 OPERATIONS, LLC	470 W WILLIAMS ST	4	1
45	WANG'S KITCHEN	712 LAURA DUNCAN RD	6	1
46	BRIGHT HORIZONS CHILDRENS CTR	2051 SHEPHERDS VINEYARD DR	8	1
48	BEECHRRIDGE APARTMENTS	610 UPCHURCH ST	8	2
50	MAMMA MIA RESTAURANTS	708 LAURA DUNCAN RD	4	1
52	H M M INVESTMENTS	2501 SCHIEFFELIN RD	8	1
53	TRIANGLE LODGING, INC	1411 E WILLIAMS ST	8	1
54	LUIHN FOUR INC	#99 1205 LAURA VILLAGE DR	8	1
55	FEDERAL HOME APEX LLC	411 PEACE HAVEN PL	8	4
58	PRODUCTION RELIANCE LLC	2501 RELIANCE AVE	8	1
60	WAFFLE HOUSE INC	1417 E WILLIAMS ST	8	1
61	APEX METHODIST EDUCATIONAL BU	100 S HUGHES ST A	6	1
62	P&R BUSINESS PARK CONDO ASSO	1011 CLASSIC RD	8	1
64	APEX PROF PARK OWNER ASSOC	1001 PEMBERTON HILL RD ES	8	1
65	ALLIED AUTOMATION INC	1017 INVESTMENT BLVD	4	1
66	LA NUEVA MEXICANA 2	805 E WILLIAMS ST	4	1
68	HH HUNT/SPRING ARBOR OF APEX	901 SPRING ARBOR CT	8	1
70	CFE INC	2026 PRODUCTION DR	8	1
71	BEECHRRIDGE II LLC	641 UPCHURCH ST	8	1
72	ASSEMBLY FASTENERS, INC	1010 CLASSIC RD	4	1
73	REX HEALTHCARE, INC	911 S HUGHES ST	8	2
74	MONROE MUFFLER BRAKE, DBA MR	1799 W WILLIAMS ST	4	1
75	PINNACLE 35 LLC	1086 CLASSIC RD 101	4	1
76	LUIHN FOUR, INC	1403 W WILLIAMS ST	8	1
77	RELIANCE BUILDING OWNERS ASSO	2520 RELIANCE AVE	8	1
78	THE TOWNES AT SUGARLAND HOA	101 LICORICE DR AL	6	1
79	ATI INDUSTRIAL AUTOMATION	1031 GOODWORTH DR	6	1
81	THE PANTRY #846	1800 LAURA DUNCAN RD	8	1
82	HADDON HALL HOA	1101 HAYWARDS HEATH LN	4	1
83	2500 RELIANCE CONDO ASSOC	2500 RELIANCE AVE	4	1
85	CROWDER CIVIL & ENVIRONMENTAL	1111 BURMA DR	6	1
86	GLOBAL KNOWLEDGE, INC	1081 CLASSIC RD	8	1
89	LEARNING TOTS ACADEMY OF APEX	2209 CANDUN DR	8	1
91	APEX AUTO SERVICE	708 E WILLIAMS ST	4	1
92	DESIGNERS WORKROOM	504 E WILLIAMS ST	8	0.5
92	APEX PRINTING COMPANY	514 E WILLIAMS ST	8	0.5
93	THE CHURCH OF JESUS CHRIST OF	590 BRYAN DR	8	1
97	DOLLINGER & TOVE FAMILY MED	2021 SHEPHERDS VINEYARD DR 101	4	1
98	SHRED-TECH USA LLC	1040 INVESTMENT BLVD	4	1
99	LIFETIME FITNESS INC	1040 VISION DR	4	1
102	SOVEREIGN GRACE CHRUCH, INC	401 UPCHURCH ST	4	1
104	PEAK CITY HOLDINGS, LLC	126 N SALEM ST	8	1
110	THE LEARNING EXPERIENCE	560 EVENING STAR DR	4	1
117	PEMBERLEY HOA	800 WICKHAM RIDGE RD	8	2
118	CROSSROADS INFINITI SOUTH, INC	1900 LAURA DUNCAN RD	8	1
121	PEAK PLAZA ASSOCIATES, LP	1761 W WILLIAMS ST HP	8	2

Attachment B

**TOWN OF APEX
Request for Proposal/Qualifications – Bid Submittal Form
Solid Waste and Recycling Services**

Due: January 29, 2016, 12:00 pm Eastern Standard Time

Proposals should be addressed and delivered to the Apex Environmental Programs Manager's attention with the notation "Re: Residential Solid Waste, Recycling Collection and Disposal Services" on the envelope. Proposals may be mailed or hand-delivered (use P.O. Box for USPS, Physical Address for FedEx/UPS/Etc.). Any proposal received after the deadline by any delivery method will not be considered.

Mail: Town of Apex
Attn: Michael Deaton, PE
Re: Residential Solid Waste, Recycling Collection and Disposal Services
P.O. Box 250
Apex, NC 27502
Physical Address: 105 Upchurch Street
Apex, NC 27502
Email Address: michael.deaton@apexnc.org

Please complete the information below and record your bids in the Excel file. Print and sign the Bid Tally sheet and attach it to this page as part of your submittal.

Corporate Name: _____

d/b/a (if applicable): _____

Name of Contact for this Proposal: _____

Mailing Address: _____

Physical Address: _____

Telephone Number: _____

Alternate Telephone Number: _____

E-mail Address: _____

Signature

Print Name and Title

My signature above confirms that I understand the provisions of this request for proposals, including all attachments thereto, and confirms that the Bid being submitted is complete and accurate and will be the one of the factors used in evaluating our proposal.

If you have difficulty completing the Bid Tally in Excel, you may complete this form by hand and return it with the previous page as part of your submittal.

Bid Tally						
	One Year Contract		Five Year Contract		Ten Year Contract	
	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost
	Base Bid	Alternate Bid	Base Bid	Alternate Bid	Base Bid	Alternate Bid
95 Gallon Solid Waste Cart		n/a		n/a		n/a
65 Gallon Recycle Cart						
18 Gallon Recycle Bin						
Dumpster Service		n/a		n/a		n/a
TOTAL						
Business Name						
Name/Title of Person Submitting Bid						
Signature of Person Submitting Bid						