



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 02/20/2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

CRM of America, LLC

***Project Title/Description:**

Waste Tire Site Operations & Recycling

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-18-235. This revision exercises the first of two five-year renewal options to extend the termination date to 03/08/2023, increases the award amount by \$6,319,496.00 for a cumulative not-to-exceed contract amount of \$15,899,185.00 and revises the Scope of Services and pricing. One (1) 5-year renewal option remains. Administering Department: Environmental Quality.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, on March 9, 2010, the Board of Supervisors approved an award of contract for an initial term of eight (8) years and an award amount of \$9,579,689.00 with two (2) five-year renewal options.

On November 12, 2013, the Board of Supervisors approved a revision to change the scope of work to manage and provide waste tire management services. This scope was being completed by another contractor under a separate contract. This change allowed for improved efficiency and no additional award capacity was added to this contract.

On January 17, 2018, MA-PO-B507286-BC was replaced by MA-PO-18-235 in order to make the Department of Environmental Quality the only authorized user. The remaining available amount of \$2,847,694.75 was carried over to the new MA.

This revision changes the Scope of Services including; revising dates to coincide with the extension, adding language for additional reports required from the Contractor, changing the mailing address for notices, updating invoicing requirements and adding the make and model of the contracted equipment. The changes made to the Pricing section includes; updating information for the distribution of the Arizona State Tire Fund and adding a termination clause to protect the County in the case of insufficient funds in the Tire Fund. The Tire Fund is funded by the sale of tires, County funds will not be used.

The proposed MA not-to-exceed amount includes the carry over amount of \$2,847,694.75 from MA-PO-B507286-BC and the requested increase amount of \$6,319,496.00 for a cumulative not-to-exceed amount of \$9,167,190.75. One (1) 5-year renewal option remains.

PRCUID: 1000761

Attachment: Master Agreement.

***Program Goals/Predicted Outcomes:**

To remain in compliance with A.R.S. § 44-1307 Civil penalties; environmental nuisance.

***Public Benefit:**

The availability of free disposal facilities reduces the improper disposal of tires in the landfill or illegal dumping in the desert.

***Metrics Available to Measure Performance:**

The number of tires recycled.

***Retroactive:**

No.

Procure Dept 02/01/18 PM02:35

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? Yes No
***Is the Contract to a vendor or subrecipient?** _____
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval _____
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-73. _____

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-235
Amendment No.: _____ AMS Version No.: 2
Effective Date: 03/09/2018 New Termination Date: 03/08/2023
Prior Contract No. (Synergen/CMS): B607286-BC

Expense or Revenue Increase Decrease Amount This Amendment: \$ \$6,319,496.00
Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:** Solid Waste Tire Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards). Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____
***Match funding from other sources?** Yes No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Meagan Lynch, Procurement Officer ML 1/18/18 Angela Wild
Department: Procurement May 2018 Telephone: 724-9071
Department Director Signature/Date: [Signature] 1/22/18
Deputy County Administrator Signature/Date: [Signature] 1.23.18
County Administrator Signature/Date: [Signature] 1/31/18
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000235

MA Version: 2

Page: 1 of 2

Description: Waste Tire Site Operations & Recycling

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl. Tucson AZ 85701</p> <p>Issued By: MEAGAN LYNCH Phone: 5207249071 Email: Meagan.Lynch@pima.gov</p>
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T E R M S	<p>Initiation Date: 03-09-2018 Expiration Date: 03-08-2023</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>NTE Amount:</td> <td>\$9,167,190.75</td> </tr> <tr> <td>Used Amount:</td> <td>\$0.00</td> </tr> </table>	NTE Amount:	\$9,167,190.75	Used Amount:	\$0.00
NTE Amount:	\$9,167,190.75				
Used Amount:	\$0.00				

V E N D O R	<p>CRM OF AMERICA LLC DBA: CRM OF AMERICA LLC 1301 DOVE ST STE 940 NEWPORT BEACH CA 92660</p>	<p>Contact: DAWN HELMS Phone: 480-987-3006 Email: dhelms@crmrubber.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
<p>This revision exercises the first of two five-year renewal options to extend the termination date to 03/08/2023, increases award amount by \$6,319,496.00 for a cumulative not-to-exceed contract amount of \$15,899,185.00 and revises the Scope of Services and pricing. Attachments: Exhibit A-1 :Scope of Services and Exhibit B-1: Pricing.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 18000000000000000235

MA Version: 2

Page: 2 of 2

Line	Description					
1	Waste Tire Site Operations and Recycling Fee FY 2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	QTR	\$272,302.25			
2	Waste Tire Site Operations and Recycling Free Form					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			

EXHIBIT A -1: SCOPE OF SERVICES (6 pages)

The intent of these specifications is to obtain a TIRE SITE OPERATOR AND CONTRACTOR FOR RECEIVING, WEIGHING, LOADING, HAULING AND RECYCLING/DISPOSING OF PASSENGER, OFF ROAD AND SEMI TRUCK WASTE TIRES INCLUDING TIRES ON RIMS IN PIMA COUNTY ("COUNTY"), A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA as required by A.R.S. § 44-1301 et. seq.

1. SCOPE OF WORK

The work included in this contract includes the furnishing of all labor, materials, equipment, fixtures and services required for waste tire receiving, weighing, loading, shipping, hauling, recycling, disposal, clean up, and all other aspects of the Contract for OPERATION OF THE WASTE TIRE SITE on behalf of Pima County. The tire site will accept passenger, semi-truck and off road waste tires, including tires on rims. CRM OF AMERICA LLC ("Contractor") will accept only tires generated in Pima County. This is a requirements type contract based on historical usage and is structured to best serve the needs of County.

Contractor will operate the Pima County Waste Tire Collection Site at the temporarily closed Ina Road Construction Debris Landfill at 5301 W Ina Road, Tucson, AZ 85743 or other location agreed upon and approved by Pima County and Contractor. The site will be closed on County holidays. The established hours and days of operation for the site will be not less than Monday through Friday, 8 a.m. to 3 p.m. The parties may change these days and hours by mutual written agreement.

Contractor will operate the collection site in accordance with rules and regulations per Arizona State Statute Title 44 Chapter 9 Article 8 Waste Tire Disposal (A.R.S. sections 44-1301 et. seq.) including all administrative functions within the statute and those outlined by Pima County.

Contractor, at a minimum, will continue to perform the administrative functions of the Pima County Waste Tire Program as currently operated. This includes maintaining the registration of participants in the program. Contractor will contact every registered participant delivering passenger or semi tires at no fee at a minimum of once annually to request a copy of each participant's most recent quarterly TR-1 sent to the AZ Department of Revenue with their quarterly payment. This form reflecting their participation in the program will authorize their continued delivery of tires at no fee. If Contractor does not receive the form within the requested period of time, Contractor will charge the participant according to the fees in the Pima County Fee Ordinance 2017-15 or the applicable fee ordinance at the time. Contractor will retain these fees and all non-program tire fees it collects.

Contractor must retain all Waste Tire Program records, including registrations, tire manifests and relative communications, files, and documents for a period of ninety-nine (99) years in accordance with the Records Retention and Disposition Schedule issued by the Pima County Clerk of the Board, Document and Micrographics Management.

Contractor, on an annual basis, will send County a spreadsheet with all information required to prepare reports for submittal to ADEQ in compliance with A.R.S. §§ 44-1305 and 44-1306.

Contractor, at its expense, will license, certify, maintain and operate the scales at the Pima County Waste Tire Collection Site in accordance with the guidelines and rules set forth by the AZ Department of Weights and Measures (ADWM). Contractor will accomplish this task with the assistance of a Registered Service Agency (RSA) licensed by ADWM. A list of agencies is available on the ADWM website.

Contractor will provide all equipment and personnel to operate the Pima County Waste Tire Collection Site including the scale house and equipment. Contractor will conduct all necessary maintenance at the site including the scale, collection area and equipment required to receive, weigh, load and ship tires to the recycling facility that Contractor operates in Queen Creek, AZ or to other agreed upon locations. At all times there will be less than five thousand (5000) tires on site at the Tire Collection Site.

Contractor will provide collection bins for passenger tires at the Ajo landfill for residents and businesses and transport them directly to the Contractor recycling facility or to the County designated waste tire collection site at no cost to County. Additionally, Contractor will receive tires from all County-owned landfills and transfer stations operated by Tucson Recycling and Waste Services (TRWS) at no charge. These tires are collected at the sites from residents only, not to exceed five tires per resident per year. Contractor will also accept tires from the Wildcat Dump Program operated by the Pima County Department of Environmental Quality at no charge. Contractor will accept off-road tires only at the Pima County Waste Tire Collection Site. Off-road tires are not to be accepted or deposited in the collection bins at the landfills and transfer stations. The fees collected at the cashier booth for all off-road tires and passenger or semi tires not included in the program will be in accordance with the fee schedule set forth in the Pima County Ordinance.

1.1 NOTICE

Any notice required or permitted to be given under this contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

County: Department of Environmental Quality, Solid Waste Division, 5301 W Ina Road, Tucson, AZ 85743

Contractor: CRM of America LLC, 11400 E Pecos Road, Queen Creek, AZ 85242

1.2 OWNERSHIP

Ownership of any waste tires removed from County collection sites by or on behalf of Contractor will vest in Contractor at the time the waste tires leave the County collection sites. Thereafter, Contractor will bear full responsibility for recycling or disposal of the waste tires in accordance with all applicable laws. Contractor, in addition to all other obligations under this contract, will pay any civil penalties imposed upon County pursuant to A.R.S. § 44-1307 for waste tires, the ownership of which has vested in the Contractor. Contractor will further pay or reimburse County for any costs and expenses of any nature, including reasonable attorney's fees, that County may incur for the proper recycling and disposal of waste tires the ownership of which has vested in the Contractor, and which the Contractor fails to recycle. The Bond posted by the Contractor will extend to ensure the performance of these obligations.

1.3 BANKRUPTCY

Contractor agrees that, if during the term of this contract, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, if a trustee or receiver is appointed over all or a substantial portion of the Contractor under federal bankruptcy law or any state insolvency law, Contractor will immediately provide County with written notice to that effect, and will provide the County with any relevant information the County requests to determine whether Contractor will meet its obligation to County.

2. SUPPORTIVE SPECIFICATIONS

2.1 OPERATORS

Contractor will provide a qualified operator for all equipment. For purposes of this section, "qualified operator" means a person trained and certified to perform the work assigned to that person and to operate the equipment that person is assigned to complete the work.

Each qualified operator must carry the necessary licenses required by Arizona law to operate the piece of equipment assigned. It is the sole responsibility of the Contractor to ensure that qualified operators comply with Drug and Alcohol Rules issued by the Federal Highway Administration 49 CFR, Part 382, et seq. In case any work is sublet, it is the sole responsibility of Contractor to ensure that each subcontractor similarly complies with all requirements as described above.

All employees provided by the Contractor will be trained and certified as may be required by any applicable federal, state and local laws.

2.2 INVOICES

Contractor will prepare and submit an invoice to County quarterly within thirty days after Contractor has provided the quarterly service. In support of payment and all Pima County Waste Tire Collection Site activity, all inbound and outbound manifested loads of tires must have an associated weight ticket to support the weight whether or not fees are charged. Contractor must record all activity, including receiving, shipping and fees charged in the Carolina Software program WasteWORKS at the time of each transaction. All WasteWORKS data must be available to County upon request and no less than once per year for the record retention period of ninety-nine (99) years.

2.3 PAYMENT

County will pay approved invoices within thirty (30) days of the date of invoice. Payment will constitute full compensation for furnishing all materials, labor, equipment and services for this contract.

2.4 LOCATIONS

Contractor will thoroughly examine the locations of any proposed work and must be familiar with all local conditions affecting the work.

The deletion of work or additions of work at other locations within the County will not be justification for any changes or increase in quarterly invoices. Estimated usage amounts or tentative project schedules are for illustrative purposes only and County does not guarantee any maximum or minimum amounts of tires.

2.5 CHANGES IN THE WORK

Additional work for which the parties have not previously established prices in the contract will require a revised Master Agreement. Contractor will make no changes without the issuance of a revised Master Agreement approved by the County Environmental Quality Director, or its

authorized representative, AND by the County Board of Supervisors, except in case of an emergency endangering life and property.

2.6 REJECTION OF EQUIPMENT

County may reject equipment if the County determines the equipment is not capable of performing the work in a suitable manner. Rejection of unsuitable equipment will be at the sole discretion of the County Environmental Quality Director.

2.7 DELAYS

The County Environmental Quality Director or Contractor has the authority to delay or suspend work, and will notify the other party prior to work start for delays or suspension of work due to unforeseen circumstances such as weather rendering the site to be unsafe for the public.

2.8 QUALITY

Standards of quality and performance indicated or specified in this contract are minimum requirements.

2.9 CONTINGENCIES

Contractor will bear all loss or damage arising from obstruction or difficulties which Contractor may encounter in the prosecution of the work, from the action of the elements, or from any act or omission on the part of the Contractor or any person or agent employed by the Contractor.

2.10 PROTECTION OF EXISTING IMPROVEMENTS AND STRUCTURES

Contractor will protect all existing improvements and structures and other items on the project site that must be preserved from injury or destruction by vehicles, equipment, workmen, or other agents. Contractor will promptly correct all damage and injury to property that may result from the Contractor's work, or from any act or omission or neglect of the Contractor, its subcontractors or employees either by repairing, rebuilding, or replacing of the property damaged, or in another manner satisfactory to the Owner of such property.

2.11 MITIGATING COMPLAINTS

Contractor will mitigate the complaints of the public resulting from its operation to the satisfaction of County at no expense to County. Any and all complaints or requests regarding damages will be the responsibility of Contractor. Contractor will designate a contact person, telephone number, address, and complaint procedure for complaints referred by County prior to beginning operations.

3.0 TECHNICAL SPECIFICATIONS

The work included for this contract comprises the furnishing of all labor, materials, equipment, fixtures and services required for WASTE TIRE RECEIVING, WEIGHING, LOADING, HAULING AND RECYCLING OR DISPOSAL OF PASSENGER, OFF ROAD AND SEMI TRUCK WASTE TIRES INCLUDING TIRES ON RIMS in the County.

3.1 LOCATION OF WORK

The Pima County Waste Tire Collection Site is located at 5301 W Ina Road, Tucson, AZ 85743

3.2 OPERATING DAYS AND HOURS

Contractor will operate the Waste Tire Collection Site as follows:

- Monday through Friday 8 a.m. to 3 p.m. at a minimum.
- Site will be closed on all County Holidays.
- The parties may change days and hours of operation by written agreement.

3.3 DESCRIPTION OF WORK AND SITE REQUIREMENTS

Contractor will remove tires in such a manner as to ensure there are less than five thousand (5000) tires in the collection Site at any one time.

Contractor will be responsible for disposing of all passenger, off road, and semi-truck waste tires including tires on rims from the collection site in accordance with A.R.S. §44-1304.

County will retain the right to designate the site destination of the waste tire site within the County should unforeseen circumstances make the current location no longer available. County will make this change in consultation with Contractor as County deems necessary. Contractor will be responsible for securing all permits, licenses and insurance, if necessary to process said tires at its disposal site.

Every load of tires received at the Pima County Waste Tire Collection Site must be accompanied by a completed tire manifest and a weight ticket. Every load of tires shipped from the Pima County Waste Tire Collection Site must be accompanied by a completed tire manifest and a weight ticket.

Contractor will provide County with an accurate waste tire removal manifest showing types and tons of tires taken at the time of removal. Contractor's scale operator will weigh each truck load of waste tires and provide the hauler with the weight ticket to accompany the manifest to the destination. If the Pima County Waste Tire Collection Site scale is inoperable at the time of shipment, the operator will estimate the manifested weight and Contractor will revise the weight once Contractor has weighed the truck load of tires upon receipt at its recycling facility.

On a monthly basis Contractor will return all tire manifests from tires received at the Pima County Waste Tire Collection Site and shipping manifests with destination receiver signature to County at 5301 W Ina Road. Contractor will make weight tickets available to County upon request.

The operation design of the site grounds will be in accordance with all applicable federal, state or local laws and approved by County prior to construction or modifications. Contractor will comply with all applicable federal, state and local laws, regulations, and rules and ordinances for accepting tires at the collection site.

3.5 DESCRIPTION OF CONTRACTED EQUIPMENT AND QUALIFIED PERSONNEL

Contractor will furnish, operate, and maintain, the following personnel and equipment at all times:

- Scale house services to ensure proper receipt and shipping of all incoming and outgoing tires.
- Sufficient personnel experienced in the waste tire hauling services to properly service the designated waste tire collection site within the prescribed response time.

- Sufficient back up trucks and additional equipment available as necessary to perform the service obligations of this contract.

The above are minimum requirements to perform services under this contract. Contractor will have the right to furnish, upgrade, supplement or install any additional equipment it deems necessary to better perform the services of the Contract. Contractor will be responsible for the furnishing, operation and maintenance of any and all of the additional equipment. *Contractor has possession of Pima County Solid Waste Division Caterpillar 924H Loader (asset tag number 118519) for the purpose of use in the operation of the Pima County Waste Tire Collection Site. Contractor is responsible for all repair and routine maintenance of this piece of equipment that becomes required while in Contractor's use.*

3.6 GUARANTEE OF WORK

Contractor will guarantee the delivery of the waste tires to the designated recycling location and related workmanship. County will give notice of observed failures with reasonable promptness. Any omission on the part of the Department of Environmental Quality Director to condemn defective work at any time of pick-up, hauling, delivery or final inspection is not an acceptance of any defect, and County reserves the right to insist that Contractor correct any defective performance hereunder.

3.7 CLEANUP

When Contractor has fulfilled all the conditions of the contract for TIRE SITE OPERATOR AND CONTRACTOR FOR RECEIVING, WEIGHING, LOADING, HAULING AND RECYCLING OR DISPOSING OF PASSENGER, OFF ROAD AND SEMI TRUCK WASTE TIRES INCLUDING TIRES ON RIMS IN PIMA COUNTY, Contractor will remove all rubbish, barricades and equipment. The Contractor must leave the site in a clean and orderly manner as close to the pre-contracted condition as possible.

3.8 ESTIMATED QUANTITIES

County does not guarantee any maximum or minimum amounts of tires.

END OF EXHIBIT A -1: SCOPE OF SERVICES

Department of Environmental Quality:

Manuela K. Nela
Director

1.16.2018
Date

CRM of America LLC:

Brian Wong
Authorized Officer Signature

BRIAN WONG, CFO
Printed Name and Title

1/12/18
Date

EXHIBIT B -1: PRICING (1 page)

RATE PER QUARTER: \$272,302.25 FY2018 BASED ON FY2017 AZ STATE TIRE FUND DISTRIBUTION
County receives quarterly distributions from the State of Arizona's Waste Tire Fund. The quarterly rate will increase or decrease annually based on the percentage of increase or decrease from the previous year's distribution to Pima County from the State Tire Fund as long as the State Tire Program distributions continues.

If at any time payments to Contractor from the tire fund do not allow for sufficient site operations and maintenance costs borne by County to be funded by the tire fund, County has the right to terminate this Contract. If County determines in its sole discretion to continue this contract with alternative funding, the parties will modify the payment structure to reflect the amount of the alternative funding.

END OF EXHIBIT B -1: PRICING

Department of Environmental Quality:

Urula K. Nils

Director

1.16.18

Date

CRM of America LLC:

Brian Wong

Authorized Officer Signature

BRIAN WONG, CFO

Printed Name and Title

1/12/18

Date