



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

Award Contract Grant

Requested Board Meeting Date: 08/19/2024

** = Mandatory, information must be provided*

or Procurement Director Award:

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

Supplier #1: City of Tucson (Headquarters: Tucson, AZ)
Supplier #2: The Fairfax Companies LLC (Headquarters: Tucson, AZ)
Supplier #3: Waste Management of Arizona Inc (Headquarters: Houston, TX)

***Project Title/Description:**

Landfill Services

***Purpose:**

Award: Supplier Contract No. SC2400002229. This Supplier Contract is for an initial term of one (1) year in the annual shared award amount of \$426,800 and includes four (4) one-year renewal options.
Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for Requisition No. 24-586 is recommended to City of Tucson, The Fairfax Companies LLC, and Waste Management of Arizona Inc, which have accepted the terms and conditions of the County's standard contract.

PROCID: 528665

Attachments: County Administrator's Limited Competition Approval and Supplier Contract.

***Program Goals/Predicted Outcomes:**

To protect human health and the environment under the Resource Conservation and Recovery Act (RCRA) as outlined in 40 CFR 258.

***Public Benefit:**

The protection of human health and the environment.

***Metrics Available to Measure Performance:**

Compliance with 40 CFR 258.

***Retroactive:**

No.

TO: COB 8/2/2024
Vers: 01
75 Pages

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): 24-2229
Commencement Date: 8/19/24 Termination Date: 8/18/25 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 426,800.00 * Revenue Amount: \$

*Funding Source(s) required: Various Funds

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, 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 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Is there revenue included? Yes No If Yes \$
Amount This Amendment: \$

*Funding Source(s) required:

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):
Commencement 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: Procurement Officer: Ladd Lyons Digitally signed by Ladd Lyons Date: 2024.07.26 15:05:22 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.07.26 15:44:30 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.07.26 17:22:07 -07'00' Telephone: 520-724-3730
Department Director Signature: Jackson Jenkins Digitally signed by Jackson Jenkins Date: 2024.07.26 08:51:35 -07'00'
Deputy County Administrator Signature: Digitally signed by [Signature] Date: 7/26/2024
County Administrator Signature: Digitally signed by [Signature] Date: 7/26/2024



PIMA COUNTY


WASTEWATER RECLAMATION

201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-6545

June 13, 2024

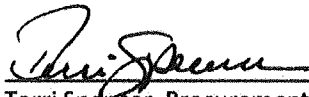
TO: Jan Leshar, County Administrator
THRU: Carmine DeBonis, Jr., Deputy County Administrator
FROM: Jackson Jenkins, Director – RWRD 
SUBJECT: Request for Limited Competition Approval – Landfill Services

Due to the limited availability of suitable disposal sites in the region and the need for multiple sites, I am requesting a limited competition procurement process for a Master Agreement (MA) for landfill services to include grit, construction, animal carcass and green waste services. The existing MA was procured by a formal bid process essentially without competition as the intent was to contract with all available disposal sites in the Tucson region. The current MA is with the City of Tucson - Los Reales Landfill, Waste Management - Marana Regional Landfill, and Tank's/Fairfax Green Waste. The intention would be to contract with all of the same parties.

Pursuant to the Procurement Code 11.12.060, Emergency and other Limited Competition Procurement, I am requesting your approval for the Pima County Procurement Department to proceed with a Limited Competition process so that a contract can be developed for as required landfill services at multiple locations. The estimated cost is \$750,000 annually.

Your consideration and approval of this request are appreciated. Please contact me should you need any additional information.

APPROVED AS TO FORM:



Terri Spencer, Procurement Director

6/20/2024

Date

CONCUR:



Carmine DeBonis, Jr., Deputy County Administrator

6/20/2024

Date

APPROVED:



Jan Leshar, County Administrator



Date



Contract Number	SC2400002229
Contract Start Date	08-19-2024
Contract End Date	08-18-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Supplier:	Contract Name:
CITY OF TUCSON Po Box 27320 Tucson, AZ 85726-7320	Landfill Services

Supplier Contact and Payment Terms: Phone: +1 (520) 2437703 Email: bryson.wampler@tucsonaz.gov Terms: Days: 0	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
USD	426,800.00	0.00	

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual shared award amount of \$426,800 and includes four (4) one-year renewal options.

Attachments: Offer Agreements

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

Catalog	Catalog Item	Supplier Item Identifier	Active	Base Unit of Measure	Current Default Unit Price	Default Ordering Unit of Measure
24-284 Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00	COT- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		75 Ton
24-284 Landfill Services	COT- Green Waste	COT- Green Waste	Yes	Ton		35 Ton
24-284 Landfill Services	COT- Construction Waste with Green Put/Pay	COT- Construction Waste with Green Put/Pay	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'	WM- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00	WM- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		62.49 Ton
24-284 Landfill Services	COT- Construction Waste	COT- Construction Waste	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Green Waste	WM- Green Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal Sundays Surcharge	COT- Grit Disposal Sundays Surcharge	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste with Green Put/Pay	WM- Construction Waste with Green Put/Pay	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal	COT- Grit Disposal	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste	WM- Construction Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Grit Disposal	WM- Grit Disposal	Yes	Ton		42.76 Ton
24-284 Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'	TFC- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		20.5 Ton
24-284 Landfill Services	TFC- Green Waste	TFC- Green Waste	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste with Green Put/Pay	TFC- Construction Waste with Green Put/Pay	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste	TFC- Construction Waste	Yes	Ton		35.5 Ton
24-284 Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'	COT- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42 Ton

Spend Category	Commodity Code	Item Description
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal Sundays Surcharge
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'



PIMA COUNTY REQUEST FOR OFFER
Pursuant to Limited Competition Procurement Process

Solicitation Number: RFO-24000284

Title: Landfill Services

Issue Date: July 01, 2024

DUE IN AND OPENS: July 16, 2024, AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Quote/Response to:

Attention: Ladd Lyons, Procurement Officer
Email: Ladd.Lyons@pima.gov
Phone: 520.724.3730

TRANSMITTED TO:

City of Tucson Environmental Services, Los Reales Landfill; Matthew Sage and Lisa Rotello;
Mathew.Sage@tucsonaz.gov, Lisa.Rotello@tucsonaz.gov

Waste Management Inc. Marana Regional Landfill; Alex Fenimore; afenimore@wm.com

The Fairfax Companies, LLC, Speedway Facility, Ina Road, and Drexel Land reclamation Facilities; Jason Tankersley;
tank@ffxsite.net

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide grit, construction waste, and green waste disposal in compliance with all solicitation specifications and requirements contained or referenced herein.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Offerors to whom this request is transmitted are requested to complete, execute and submit the attached Offer Agreement (13 pages). Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. All thirteen (13) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:
 - Section 3: Contractor Minimum Qualifications and supporting documents
 - Section 5: Sustainability
 - Section 8: Compensation & Payment
 - Section 14: Acknowledgement of Solicitation Amendments
 - Section 15: Bid/Offer Certification Page
2. Any other documents required by the solicitation.

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days of award.

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk. Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with landfill services will include, but not be limited to grit, construction waste, and green waste disposal. on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

1	Vendor must provide a letter at the time of bid stating that their ADEQ (Arizona Department of Environmental Quality) approved Solid Waste Facility Plan (SWFP) allows for disposal of Grit, Construction, and Green Waste Materials.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

- 4.1. Grit includes sand, gravel, cinder or other heavy solid materials that are "heavier" (higher specific gravity) than the organic biodegradable solids in the wastewater. Grit also includes eggshells, bone chips, rags, seeds, coffee grounds, and large organic particles, such as food waste. Grit is composed of 45% total solids and 55% moisture. The moisture in the grit is mostly non-free liquid.
- 4.2. The annual tonnage of grit that Pima County Regional Wastewater Reclamation Department (RWRD) expects to deliver to the landfill is approximately 15,767 tons per year, or about 1,314 tons per month. Grit is collected from Pima County's Tres Rios Water Reclamation Facility (WRF), Green Valley WRF, Avra Valley WRF and Corona de Tucson WRF.
- 4.3. Grit is a municipal solid waste. Grit is exempt by definition from the Bio-solids regulations as defined in Arizona Administrative Code Title 18 'Environmental Quality', Chapter 9 'Water Pollution Control', Article 10 'Arizona Pollutant Discharge Elimination System Disposal, Use, and Transportation of Bio-solids' Section 1001 'Definitions', sub-section 1001.7.
- 4.4. Pima County RWRD samples and analyzes Grit annually for hazardous materials to ensure it meets the Resource Conservation and Recovery Act (RCRA) requirement to be landfill disposed. Attachment A Grit Analysis – December 2023 provides the latest results from the December 2023 analysis at various Pima County WRFs:
- 4.5. RWRD requires the delivery and disposal of grit seven days a week, daily from Sunday through Saturday
- 4.6. Grit will be delivered by Pima County to the landfill. RWRD trucks will be tarped and must be weighed upon entering the landfill. RWRD is to be charged based on net weight of the Grit.
- 4.7. Construction and demolition waste disposed of in landfills is regulated under 40 CFR Part 258 'Criteria for Municipal Solid Waste Landfills' Subpart C 'Operating Criteria' and Subpart D 'Design Criteria'.
- 4.8. Green waste disposed of in landfills falls under the definitions in 40 CFR Part 258.
- 4.9. All Municipal Solid Waste Landfills (MSWLFs) must comply with the federal regulations in 40 CFR Part 258 Subpart D 'Design Criteria' for a 'Non-Hazardous Waste Landfill'.
 - 4.9.1. 40 CFR Part 258 Definitions:
 - 4.9.1.1. Construction and demolition (C&D) landfill, means a solid waste disposal facility subject to the requirements in part 257, subparts A or B that receives construction and demolition waste and does not receive hazardous waste (defined in § 261.3) or industrial solid waste (defined in this section).
 - 4.9.1.2. Municipal solid waste landfill (MSWLF) unit means a discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment,

injection well, or waste pile, as those terms are defined under § 257.2 of this chapter. A MSWLF unit also may receive other types of RCRA Subtitle D wastes, such as commercial solid waste, nonhazardous sludge, very small quantity generator waste and industrial solid waste. Such a landfill may be publicly or privately owned. A MSWLF unit may be a new MSWLF unit, an existing MSWLF unit or a lateral expansion. A construction and demolition landfill that receives residential lead-based paint waste and does not receive any other household waste is not a MSWLF unit.

- 4.9.1.3. Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (SC or DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Grit Disposal	6877	Ton	42.00	288,834
2	Grit Disposal Sundays Surcharge	52	Ton	42.00	2,184
3	Construction Waste	600	Ton	35.00	21,000
4	Construction Waste with Green Put/Pay	1000	Ton	35.00	35,000
5	Green Waste	600	Ton	35.00	21,000
6	Dead Animals Various Sizes, Minimum \$75.00	20	Ton	75.00	1,500
7	Pick Up Truck or 1-axle Trailer Under 12'	50	Ton	42.00	2,100
FOB Destination/Unloaded; Include cost of freight in unit price. Although County will pay taxes if applicable, do NOT include sales tax in unit price.				TOTAL BID	371,618

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and

significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's or manufacturer's retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated SC, or DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 1/11 % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's SC or DO document.

All Invoice documents will reference County's SC or DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's SC or DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's SC or DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges, and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFO-24000284 including the Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

15. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: City of Tucson Los Reales Sustainability Campus

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 4004 S. PARK AVE Bldg 1

CITY/STATE/ZIP: Tucson, AZ 85714

REMIT TO ADDRESS: SAME

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: LISA ROTELLO

PHONE: 520 837-3778 FAX: _____

CONTACT PERSON EMAIL ADDRESS: LISA.ROTELLO@TUCSONAZ.GOV

EMAIL ADDRESS FOR ORDERS & CONTRACTS: SAME

CORPORATE HEADQUARTERS ADDRESS: _____

WEBSITE: WWW.TUCSONAZ.GOV

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: Ra Cashen

DATE: 7/15/2024

Ra Cashen Deputy Director

PRINTED NAME TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: _____

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the Supplier Contract ("SC") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a SC or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which

Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

10. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

11. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

12. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

13. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

14. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

15. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client

or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

16. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

17. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

18. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

19. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

20. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

21. TERMINATION

County may terminate any contract and any SC, Delivery Order, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

22. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC or DO, if applicable; any other solicitation documents.

23. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

24. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

25. COUNTERPARTS

The parties may execute the SC that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding SC, if all other requirements for execution are present.

26. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC. If any court or administrative agency determines that County does not have authority to enter into the SC, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC.

27. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

28. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

29. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

30. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

31. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

32. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



CITY OF
TUCSON

ENVIRONMENTAL & GENERAL SERVICES

July 15, 2024

Ladd Lyons
Pima County Procurement
Ladd.Lyons@pima.gov

Re: RFQ 24000284

Dear Mr. Lyones

As required by the aforementioned RFQ, the City of Tucson's Sustainability Campus at the Los Reales Landfill has an approved Arizona Department of Environmental Quality (ADEQ) Solid Waste Facility Plan (SWFP) which allows for disposal of Grit, Construction and Green Waste Materials.

If you have further inquiries do not hesitate to contact Lisa Rotello at 520-837-3778.

Sincerely,

Frank Bonillas
Environmental Services Administrator
City of Tucson

c: FB/lr



Contract Number	SC2400002229
Contract Start Date	08-19-2024
Contract End Date	08-18-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Supplier:	Contract Name:
THE FAIRFAX COMPANIES LLC 1360 N Kolb Rd Tucson, AZ 85715	Landfill Services

Supplier Contact and Payment Terms: Phone: +1 (520) 2909313 Email: tank@ffxsite.net Terms: Days: 0	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	426,800.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual shared award amount of \$426,800 and includes four (4) one-year renewal options.

Attachments: Offer Agreements

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

Catalog	Catalog Item	Supplier Item Identifier	Active	Base Unit of Measure	Current Default Unit Price	Default Ordering Unit of Measure
24-284 Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00	COT- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		75 Ton
24-284 Landfill Services	COT- Green Waste	COT- Green Waste	Yes	Ton		35 Ton
24-284 Landfill Services	COT- Construction Waste with Green Put/Pay	COT- Construction Waste with Green Put/Pay	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'	WM- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00	WM- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		62.49 Ton
24-284 Landfill Services	COT- Construction Waste	COT- Construction Waste	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Green Waste	WM- Green Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal Sundays Surcharge	COT- Grit Disposal Sundays Surcharge	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste with Green Put/Pay	WM- Construction Waste with Green Put/Pay	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal	COT- Grit Disposal	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste	WM- Construction Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Grit Disposal	WM- Grit Disposal	Yes	Ton		42.76 Ton
24-284 Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'	TFC- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		20.5 Ton
24-284 Landfill Services	TFC- Green Waste	TFC- Green Waste	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste with Green Put/Pay	TFC- Construction Waste with Green Put/Pay	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste	TFC- Construction Waste	Yes	Ton		35.5 Ton
24-284 Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'	COT- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42 Ton

Spend Category	Commodity Code	Item Description
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal Sundays Surcharge
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'



PIMA COUNTY REQUEST FOR OFFER
Pursuant to Limited Competition Procurement Process

Solicitation Number: RFO-24000284

Title: Landfill Services

Issue Date: July 01, 2024

DUE IN AND OPENS: July 16, 2024, AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Quote/Response to:

Attention: Ladd Lyons, Procurement Officer
Email: Ladd.Lyons@pima.gov
Phone: 520.724.3730

TRANSMITTED TO:

City of Tucson Environmental Services, Los Reales Landfill; Matthew Sage and Lisa Rotello;
Mathew.Sage@tucsonaz.gov, Lisa.Rotello@tucsonaz.gov

Waste Management Inc. Marana Regional Landfill; Alex Fenimore; afenimore@wm.com

The Fairfax Companies, LLC, Speedway Facility, Ina Road, and Drexel Land reclamation Facilities; Jason Tankersley;
tank@ffxsite.net 11505 South Wilmot Location , Drexel only accepts clean fill dirt for zero charge

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide grit, construction waste, and green waste disposal in compliance with all solicitation specifications and requirements contained or referenced herein.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Offerors to whom this request is transmitted are requested to complete, execute and submit the attached Offer Agreement (13 pages). Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. All thirteen (13) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:
 - Section 3: Contractor Minimum Qualifications and supporting documents
 - Section 5: Sustainability
 - Section 8: Compensation & Payment
 - Section 14: Acknowledgement of Solicitation Amendments
 - Section 15: Bid/Offer Certification Page
2. Any other documents required by the solicitation.

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days of award.

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk. Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

PIMA COUNTY VENDOR RECORD:

A valid Pima County Vendor record is required to receive any award of contract. Before submitting a response to this solicitation, Proposer must establish a complete vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. The preferred method for Proposer to create or update this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). In addition to providing the means for a Proposer to create and maintain its vendor record, VSS also provides for email notice to Proposer regarding solicitations that County publishes for commodities of interest as identified by the Vendor record. Internet links for Vendor Registration are located at the Procurement Department Internet page: <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

Questions may be submitted to Ladd Lyons, Ladd.Lyons@pima.gov, Phone: 520.724.3730

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with landfill services will include, but not be limited to grit, construction waste, and green waste disposal. on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

1	Vendor must provide a letter at the time of bid stating that their ADEQ (Arizona Department of Environmental Quality) approved Solid Waste Facility Plan (SWFP) allows for disposal of Grit, Construction, and Green Waste Materials.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

- 4.1. Grit includes sand, gravel, cinder or other heavy solid materials that are "heavier" (higher specific gravity) than the organic biodegradable solids in the wastewater. Grit also includes eggshells, bone chips, rags, seeds, coffee grounds, and large organic particles, such as food waste. Grit is composed of 45% total solids and 55% moisture. The moisture in the grit is mostly non-free liquid.
- 4.2. The annual tonnage of grit that Pima County Regional Wastewater Reclamation Department (RWRD) expects to deliver to the landfill is approximately 15,767 tons per year, or about 1,314 tons per month. Grit is collected from Pima County's Tres Rios Water Reclamation Facility (WRF), Green Valley WRF, Avra Valley WRF and Corona de Tucson WRF.
- 4.3. Grit is a municipal solid waste. Grit is exempt by definition from the Bio-solids regulations as defined in Arizona Administrative Code Title 18 'Environmental Quality', Chapter 9 'Water Pollution Control', Article 10 'Arizona Pollutant Discharge Elimination System Disposal, Use, and Transportation of Bio-solids' Section 1001 'Definitions', sub-section 1001.7.
- 4.4. Pima County RWRD samples and analyzes Grit annually for hazardous materials to ensure it meets the Resource Conservation and Recovery Act (RCRA) requirement to be landfill disposed. Attachment A Grit Analysis – December 2023 provides the latest results from the December 2023 analysis at various Pima County WRFs:
- 4.5. RWRD requires the delivery and disposal of grit seven days a week, daily from Sunday through Saturday
- 4.6. Grit will be delivered by Pima County to the landfill. RWRD trucks will be tarped and must be weighed upon entering the landfill. RWRD is to be charged based on net weight of the Grit.
- 4.7. Construction and demolition waste disposed of in landfills is regulated under 40 CFR Part 258 'Criteria for Municipal Solid Waste Landfills' Subpart C 'Operating Criteria' and Subpart D 'Design Criteria'.
- 4.8. Green waste disposed of in landfills falls under the definitions in 40 CFR Part 258.
- 4.9. All Municipal Solid Waste Landfills (MSWLFs) must comply with the federal regulations in 40 CFR Part 258 Subpart D 'Design Criteria' for a 'Non-Hazardous Waste Landfill'.
 - 4.9.1. 40 CFR Part 258 Definitions:
 - 4.9.1.1. Construction and demolition (C&D) landfill, means a solid waste disposal facility subject to the requirements in part 257, subparts A or B that receives construction and demolition waste and does not receive hazardous waste (defined in § 261.3) or industrial solid waste (defined in this section).
 - 4.9.1.2. Municipal solid waste landfill (MSWLF) unit means a discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment,

injection well, or waste pile, as those terms are defined under § 257.2 of this chapter. A MSWLF unit also may receive other types of RCRA Subtitle D wastes, such as commercial solid waste, nonhazardous sludge, very small quantity generator waste and industrial solid waste. Such a landfill may be publicly or privately owned. A MSWLF unit may be a new MSWLF unit, an existing MSWLF unit or a lateral expansion. A construction and demolition landfill that receives residential lead-based paint waste and does not receive any other household waste is not a MSWLF unit.

- 4.9.1.3. Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (SC or DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Grit Disposal	6877	Ton	N/A	0
2	Grit Disposal Sundays Surcharge	52	Ton	N/A	0
3	Construction Waste	600	Ton	35.50	21,300
4	Construction Waste with Green Put/Pay	1000	Ton	39.50	39,500
5	Green Waste	600	Ton	39.50	23,700
6	Dead Animals Various Sizes, Minimum \$75.00	20	Ton	N/A	0
7	Pick Up Truck or 1-axle Trailer Under 12'	50	Ton	20.50	1,025
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID	85,525
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.					

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and

significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's or manufacturer's retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)
www.tanksgreenstuff.com		07/22/2024	0

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated SC, or DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: _____ % if payment tendered within _____ Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's SC or DO document.

All Invoice documents will reference County's SC or DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's SC or DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's SC or DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges, and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFO-24000284 including the Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
N/A					
N/A					

15. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: The Fairfax Companies, LLC

BUSINESS ALSO KNOWN AS: Tank's

MAILING ADDRESS: 1360 North Kolb Road

CITY/STATE/ZIP: Tucson AZ 85715

REMIT TO ADDRESS: 1360 North Kolb Road

CITY/STATE/ZIP: Tucson AZ 85715

CONTACT PERSON NAME/TITLE: Tanya Sinclair

PHONE: 520-290-9313

FAX: 520-290-9314

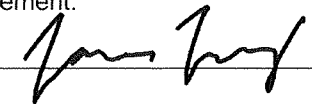
CONTACT PERSON EMAIL ADDRESS: tanya@ffxsite.net

EMAIL ADDRESS FOR ORDERS & CONTRACTS: tank@ffxsite.net

CORPORATE HEADQUARTERS ADDRESS: 1360 North Kolb Road, Tucson AZ 85715

WEBSITE: www.tanksgreenstuff.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: 

DATE: 07/22/2024

Jason A Tankersley CEO/Managing Member

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-954-9300 Tank@ffxsite.net

County Attorney Contract Approval "As to Form".

Approved As to Form:

Deputy County Attorney

Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the Supplier Contract ("SC") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a SC or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which

Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

10. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

11. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

12. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

13. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

14. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

15. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client

or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

16. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

17. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

18. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

19. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

20. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

21. TERMINATION

County may terminate any contract and any SC, Delivery Order, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

22. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC or DO, if applicable; any other solicitation documents.

23. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

24. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

25. COUNTERPARTS

The parties may execute the SC that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding SC, if all other requirements for execution are present.

26. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC. If any court or administrative agency determines that County does not have authority to enter into the SC, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC.

27. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

28. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

29. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

30. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

31. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

32. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Attachment A Grit Analysis - December 2023



Pima County Regional Wastewater Reclamation Department
Compliance and Regulatory Affairs Office (CRAO) Laboratory
2955 W. Calle Agua Nueva, Tucson Arizona 85745-9750, Phone (520) 724-6200

Report Date: 02/07/2024
Laboratory License: AZO159

Sample Analysis Report
Grit Analysis
December 2023

Sample Integrity

- SAMPLE RECEIPT:** Samples were received intact at the required temperature, unless otherwise noted with a data qualifier below. Please refer to the Chain of Custody for sample receipt details.
- HOLDING TIMES:** All samples were analyzed within prescribed holding times and/or in accordance with the Pima County CRAO Laboratory Quality Manual.
- PRESERVATION:** Samples requiring preservation were verified prior to sample analysis.
- QA/QC CRITERIA:** All analyses met method criteria, except as noted in the report with data qualifiers.
- COMMENTS:**

Notes and Definitions:

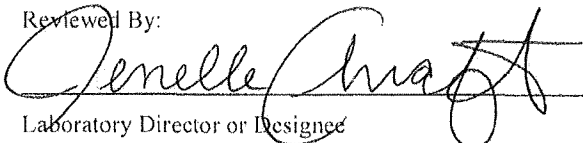
See attached

Case Narratives:

See attached

All results on this report intended for compliance submission must have the associated chain(s) of custody attached for the results to meet reporting requirements as per ADHS Laboratory licensure rules. If you have received this report for compliance purposes and it is not complete, please contact the Compliance and Regulatory Affairs Office for a final report in its entirety.

Reviewed By:



Laboratory Director or Designee

2-7-24
Date

Pima County Regional Wastewater Reclamation Department
Compliance and Regulatory Affairs Office Laboratory

Sample Qualifiers

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received	Sample Qualifiers
Green Valley WRF - Grit	2312133-01	Biosolids	12/18/2023 08:00:00	12/18/2023 11:06:00	Q6
Corona de Tucson WRF - Grit	2312134-01	Biosolids	12/18/2023 07:15:00	12/18/2023 11:06:00	Q6
Avra Valley WRF - Grit	2312135-01	Biosolids	12/18/2023 08:25:00	12/18/2023 11:06:00	Q6

Lab ID:	Sample		Sample Date/Time	Analysis Method	Analysis Date/Time		Analysis Value	Units	MDL	MRL	Sample/Data	
	Type	Parameter			Qualifiers	Analyst						
Tres Rios WRF - Headworks Grit (20001-0155)												
2312155-01	D	Arsenic	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.03		MLB
2312155-01	D	Barium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	0.434	mg/L		0.03		MLB
2312155-01	D	Cadmium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.01		MLB
2312155-01	D	Chromium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.03		MLB
2312155-01	D	Lead	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.03		MLB
2312155-01	D	Mercury	12/21/23 10:45	TCLP/EPA 7470A	1/22/24 14:32	14:32	ND	mg/L		0.0005		JVR
2312155-01	D	Selenium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.06		MLB
2312155-01	D	Silver	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	17:11	ND	mg/L		0.0029		MLB
2312155-01	D	% Solids	12/21/23 10:45	SM 2540G	12/23/23 10:14	10:14	81.76	%		0.01		AJB
2312155-01	D	Paint Filter Liquid	12/21/23 10:45	EPA 9095B	1/30/24 14:44	14:44	Pass	N/A				BNR
Green Valley WRF - Grit (25000-0155)												
2312133-01	D	Arsenic	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.03		MLB
2312133-01	D	Barium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	0.0876	mg/L		0.03		MLB
2312133-01	D	Cadmium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.01		MLB
2312133-01	D	Chromium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.03		MLB
2312133-01	D	Lead	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.03		MLB
2312133-01	D	Mercury	12/18/23 08:00	TCLP/EPA 7470A	1/22/24 14:23	14:23	ND	mg/L		0.0005		JVR
2312133-01	D	Selenium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.06		MLB
2312133-01	D	Silver	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	17:02	ND	mg/L		0.0029		MLB
2312133-01	D	% Solids	12/18/23 08:00	SM 2540G	12/19/23 13:27	13:27	35.16	%		0.01		CL
2312133-01	D	Paint Filter Liquid	12/18/23 08:00	EPA 9095B	1/30/24 15:00	15:00	Pass	N/A				PSL
Avra Valley WRF - Grit (25003-0155)												
2312135-01	D	Arsenic	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.03		MLB
2312135-01	D	Barium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	0.274	mg/L		0.03		MLB
2312135-01	D	Cadmium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.01		MLB
2312135-01	D	Chromium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.03		MLB
2312135-01	D	Lead	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.03		MLB
2312135-01	D	Mercury	12/18/23 08:25	TCLP/EPA 7470A	1/22/24 14:29	14:29	ND	mg/L		0.0005		JVR
2312135-01	D	Selenium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.06		MLB
2312135-01	D	Silver	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	17:08	ND	mg/L		0.0029		MLB
2312135-01	D	% Solids	12/18/23 08:25	SM 2540G	12/19/23 13:27	13:27	71.80	%		0.01		CL
2312135-01	D	Paint Filter Liquid	12/18/23 08:25	EPA 9095B	1/30/24 15:03	15:03	Pass	N/A				PSL
Corona de Tucson WRF - Grit (25006-0155)												
2312134-01	D	Arsenic	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.03		MLB
2312134-01	D	Barium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	0.235	mg/L		0.03		MLB
2312134-01	D	Cadmium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.01		MLB
2312134-01	D	Chromium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.03		MLB
2312134-01	D	Lead	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.03		MLB
2312134-01	D	Mercury	12/18/23 07:15	TCLP/EPA 7470A	1/22/24 14:26	14:26	ND	mg/L		0.0005		JVR
2312134-01	D	Selenium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.06		MLB
2312134-01	D	Silver	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	17:05	ND	mg/L		0.0029		MLB
2312134-01	D	% Solids	12/18/23 07:15	SM 2540G	12/19/23 13:27	13:27	43.69	%		0.01		CL
2312134-01	D	Paint Filter Liquid	12/18/23 07:15	EPA 9095B	1/30/24 14:53	14:53	Pass	N/A				ECS

Qualifier Definitions

Pass	Pass
Q6	Sample was received above recommended temperature.

General Notes and Definitions

C	Sample Type - Composite
CD	Sample Type - Composite Duplicate
D	Sample Type - Discrete
DD	Sample Type - Discrete Duplicate
EB	Equipment Blank
FB	Field Blank
Field Results	Field Results performed by "SMPLR" (Sampler), are not subject to approval of Laboratory Director.
J	Equivalent to E4 Qualifier - Concentration estimated. Analyte was detected below laboratory minimum reporting limit (MRL) but above MDL.
NA	Not Analyzed
ND	Analyte NOT DETECTED at or above reporting limit (MDL). Equivalent to E8 Qualifier - Analyte reported to MDL per project specification. Target analyte was not detected in the sample.
NR	Not Reported
Q6	Sample was received above recommended temperature.
RE	Re-analysis has been performed.

Case Narrative(s)

None

Miscellaneous QA/QC Method - Quality Control

RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B24A467 - No Prep QA/QC

Duplicate (B24A467-DUP1)

Source: 2312155-01

Prepared: 01/30/2024 Analyzed: 01/30/2024

Paint Filter Liquid	Pass		N/A		Pass				200	
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TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	Limits	RPD	Limit	Notes
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Batch B23L413 - CEM 3015A

Blank (B23L413-BLK1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	ND	0.0115	mg/L							
Lead	ND	0.0288	mg/L							
Barium	ND	0.0288	mg/L							
Chromium	ND	0.0288	mg/L							
Arsenic	ND	0.0288	mg/L							
Selenium	ND	0.0575	mg/L							
Silver	ND	0.00288	mg/L							

Blank (B23L413-BLK2)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	ND	0.0115	mg/L							
Selenium	ND	0.0575	mg/L							
Lead	ND	0.0288	mg/L							
Barium	ND	0.0288	mg/L							
Silver	ND	0.00288	mg/L							
Chromium	ND	0.0288	mg/L							
Arsenic	ND	0.0288	mg/L							

LCS (B23L413-BS1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Lead	0.199	0.0290	mg/L	0.20080		99.2	80-120			
Selenium	0.195	0.0579	mg/L	0.20000		97.7	80-120			
Chromium	0.199	0.0290	mg/L	0.19920		100	80-120			
Silver	0.0198	0.00290	mg/L	0.019840		99.9	80-120			
Cadmium	0.0805	0.0116	mg/L	0.080000		101	80-120			
Barium	0.196	0.0290	mg/L	0.19920		98.5	80-120			
Arsenic	0.202	0.0290	mg/L	0.19840		102	80-120			

Matrix Spike (B23L413-MS1)

Source: 2312155-01RE1 Prepared: 12/27/2023 Analyzed: 12/27/2023

Silver	0.0205	0.00290	mg/L	0.019840	ND	103	75-125			
Arsenic	0.221	0.0290	mg/L	0.19840	0.00686	108	75-125			
Barium	0.638	0.0290	mg/L	0.19920	0.436	101	75-125			
Cadmium	0.0767	0.0116	mg/L	0.080000	0.0000932	95.8	75-125			
Chromium	0.190	0.0290	mg/L	0.19920	0.000826	95.1	75-125			
Lead	0.184	0.0290	mg/L	0.20080	ND	91.5	75-125			
Selenium	0.217	0.0579	mg/L	0.20000	ND	109	75-125			

Matrix Spike Dup (B23L413-MSD1)

Source: 2312155-01RE1 Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	0.0764	0.0116	mg/L	0.080000	0.0000932	95.4	75-125	0.448	20	
Arsenic	0.222	0.0290	mg/L	0.19840	0.00686	108	75-125	0.374	20	
Selenium	0.211	0.0579	mg/L	0.20000	ND	106	75-125	2.90	20	
Chromium	0.189	0.0290	mg/L	0.19920	0.000826	94.7	75-125	0.380	20	
Barium	0.632	0.0290	mg/L	0.19920	0.436	98.1	75-125	0.979	20	
Silver	0.0202	0.00290	mg/L	0.019840	ND	102	75-125	1.61	20	
Lead	0.182	0.0290	mg/L	0.20080	ND	90.6	75-125	0.985	20	

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B24A318 - 245.1										
Blank (B24A318-BLK1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	ND	0.0005	mg/L							
Blank (B24A318-BLK2) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	ND	0.0005	mg/L							
LCS (B24A318-BS1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.005	0.0005	mg/L	0.0050000		96.8	80-120			
MRL Check (B24A318-MRL1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.0005	0.0005	mg/L	0.00050000		94.2	70-130			
Matrix Spike (B24A318-MS1) Source: 2312155-01 Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.006	0.0005	mg/L	0.0050000	ND	117	80-120			
Matrix Spike Dup (B24A318-MSD1) Source: 2312155-01 Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.005	0.0005	mg/L	0.0050000	ND	108	80-120	8.27	20	
Batch S23L068 - B23L413										
Cal Standard (S23L068-CAL1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Chromium	0.00		ug/L	0.0000						
Barium	0.00		ug/L	0.0000						
Lead	0.00		ug/L	0.0000						
Cadmium	0.00		ug/L	0.0000						
Arsenic	0.00		ug/L	0.0000						
Silver	0.00		ug/L	0.0000						
Selenium	0.00		ug/L	0.0000						
Cal Standard (S23L068-CAL2) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Selenium	2500		ug/L	2500.0		100				
Arsenic	2500		ug/L	2500.0		100				
Chromium	2500		ug/L	2500.0		100				
Silver	250		ug/L	250.00		100				
Cadmium	1000		ug/L	1000.0		100				
Lead	2500		ug/L	2500.0		100				
Barium	2500		ug/L	2500.0		100				
Calibration Blank (S23L068-CCB1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Arsenic	-1.40		ug/L	0.0000						
Cadmium	0.0260		ug/L	0.0000						
Barium	0.173		ug/L	0.0000						
Selenium	-5.12		ug/L	0.0000						
Silver	-0.205		ug/L	0.0000						
Lead	-0.451		ug/L	0.0000						
Chromium	-0.209		ug/L	0.0000						
Calibration Check (S23L068-CCV1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Lead	1210		ug/L	1250.0		96.6	90-110			
Arsenic	1240		ug/L	1250.0		99.0	90-110			
Cadmium	498		ug/L	500.00		99.6	90-110			
Barium	1240		ug/L	1250.0		99.1	90-110			
Selenium	1210		ug/L	1250.0		97.0	90-110			
Silver	123		ug/L	125.00		98.2	90-110			
Chromium	1220		ug/L	1250.0		97.5	90-110			
Instrument RL Check (S23L068-CRL1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Selenium	24.8		ug/L	25.000		99.3	80-120			

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	Limits	RPD	RPD Limit	Notes
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Batch S23L068 - B23L413

Instrument RL Check (S23L068-CRL1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Silver	2.51		ug/L	2.5000		100	80-120			
Barium	26.7		ug/L	25.000		107	80-120			
Lead	27.9		ug/L	25.000		111	80-120			
Cadmium	10.6		ug/L	10.000		106	80-120			
Arsenic	24.9		ug/L	25.000		99.8	80-120			
Chromium	26.5		ug/L	25.000		106	80-120			

Initial Cal Blank (S23L068-ICB1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Silver	-0.212		ug/L	0.0000						
Arsenic	1.42		ug/L	0.0000						
Barium	0.0250		ug/L	0.0000						
Chromium	-0.0930		ug/L	0.0000						
Cadmium	-0.0360		ug/L	0.0000						
Selenium	-5.10		ug/L	0.0000						
Lead	0.325		ug/L	0.0000						

Initial Cal Check (S23L068-ICV1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Arsenic	1260		ug/L	1250.0		100	90-110			
Lead	1230		ug/L	1250.0		98.5	90-110			
Barium	1240		ug/L	1250.0		99.2	90-110			
Chromium	1230		ug/L	1250.0		98.8	90-110			
Cadmium	505		ug/L	500.00		101	90-110			
Selenium	1240		ug/L	1250.0		98.9	90-110			
Silver	125		ug/L	125.00		99.6	90-110			

Interference Check A (S23L068-IFA1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Selenium	11.4		ug/L				0-200			
Arsenic	-0.198		ug/L				0-200			
Lead	1.07		ug/L				0-200			
Cadmium	-1.55		ug/L				0-200			
Barium	0.870		ug/L				0-200			
Chromium	1.06		ug/L				0-200			
Silver	-0.484		ug/L				0-200			

Secondary Cal Check (S23L068-SCV2)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Silver	130		ug/L	124.00		105	90-110			
Cadmium	518		ug/L	500.00		104	90-110			
Arsenic	1290		ug/L	1240.0		104	90-110			
Barium	1300		ug/L	1245.0		104	90-110			
Lead	1280		ug/L	1255.0		102	90-110			
Chromium	1290		ug/L	1245.0		104	90-110			
Selenium	1270		ug/L	1250.0		102	90-110			

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch S24A058 - B24A318										
Cal Standard (S24A058-CAL1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.00		ug/L	0.0000						
Cal Standard (S24A058-CAL2) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.500		ug/L	0.50000		100				
Cal Standard (S24A058-CAL3) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	1.00		ug/L	1.0000		100				
Cal Standard (S24A058-CAL4) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	5.00		ug/L	5.0000		100				
Cal Standard (S24A058-CAL5) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.0		ug/L	10.000		100				
Calibration Blank (S24A058-CCB1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	-0.003		ug/L	0.0000						
Calibration Check (S24A058-CCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.7		ug/L	10.000		107	90-110			
Initial Cal Blank (S24A058-ICB1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.001		ug/L	0.0000						
Initial Cal Check (S24A058-ICV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.1		ug/L	10.000		101	90-110			
Low Cal Check (S24A058-LCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.518		ug/L	0.50000		104	0-200			
Secondary Cal Check (S24A058-SCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	9.94		ug/L	10.000		99.4	90-110			

Microbiological Testing - Quality Control

RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B23L294 - TS Prep

Duplicate (B23L294-DUP1)	Source: 2312128-14		Prepared: 12/19/2023 Analyzed: 12/19/2023							
% Solids	2.61	0.005	%		2.67			2.29	10	
Duplicate (B23L294-DUP2)	Source: 2312128-25		Prepared: 12/19/2023 Analyzed: 12/19/2023							
% Solids	2.71	0.005	%		2.75			1.53	10	

Batch B23L357 - TS Prep

Duplicate (B23L357-DUP1)	Source: 2312157-08		Prepared: 12/22/2023 Analyzed: 12/23/2023							
% Solids	16.94	0.005	%		16.84			0.564	10	

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701



Supplier Contract

Contract Number	SC2400002229
Contract Start Date	08-19-2024
Contract End Date	08-18-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Page

1 of 3

Supplier: Waste Management of Arizona Inc 222 S Mill Ave Ste 333 Tempe, AZ 85281	Contract Name: Landfill Services
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Supplier Contact and Payment Terms: Phone: +1 (480) 4574719 Email: afenimor@wm.com Terms: Days: 0	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
USD	426,800.00	0.00	

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual shared award amount of \$426,800 and includes four (4) one-year renewal options.

Attachments: Offer Agreements

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

Catalog Items

Catalog	Catalog Item	Supplier Item Identifier	Active	Base Unit of Measure	Current Default Unit Price	Default Ordering Unit of Measure
24-284 Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00	COT- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		75 Ton
24-284 Landfill Services	COT- Green Waste	COT- Green Waste	Yes	Ton		35 Ton
24-284 Landfill Services	COT- Construction Waste with Green Put/Pay	COT- Construction Waste with Green Put/Pay	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'	WM- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00	WM- Dead Animals Various Sizes, Minimum \$75.00	Yes	Ton		62.49 Ton
24-284 Landfill Services	COT- Construction Waste	COT- Construction Waste	Yes	Ton		35 Ton
24-284 Landfill Services	WM- Green Waste	WM- Green Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal Sundays Surcharge	COT- Grit Disposal Sundays Surcharge	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste with Green Put/Pay	WM- Construction Waste with Green Put/Pay	Yes	Ton		42.19 Ton
24-284 Landfill Services	COT- Grit Disposal	COT- Grit Disposal	Yes	Ton		42 Ton
24-284 Landfill Services	WM- Construction Waste	WM- Construction Waste	Yes	Ton		42.19 Ton
24-284 Landfill Services	WM- Grit Disposal	WM- Grit Disposal	Yes	Ton		42.76 Ton
24-284 Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'	TFC- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		20.5 Ton
24-284 Landfill Services	TFC- Green Waste	TFC- Green Waste	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste with Green Put/Pay	TFC- Construction Waste with Green Put/Pay	Yes	Ton		39.5 Ton
24-284 Landfill Services	TFC- Construction Waste	TFC- Construction Waste	Yes	Ton		35.5 Ton
24-284 Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'	COT- Pick Up Truck or 1-axle Trailer Under 12'	Yes	Ton		42 Ton

Spend Category	Commodity Code	Item Description
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Dead Animals Various Sizes, Minimum \$75.00
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal Sundays Surcharge
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	WM- Grit Disposal
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Pick Up Truck or 1-axle Trailer Under 12'
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Green Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste with Green Put/Pay
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	TFC- Construction Waste
50269SC - Waste Disposal and Recycling	98846 - Landfill Services	COT- Pick Up Truck or 1-axle Trailer Under 12'



PIMA COUNTY REQUEST FOR OFFER
Pursuant to Limited Competition Procurement Process

Solicitation Number: RFO-24000284

Title: Landfill Services

Issue Date: July 01, 2024

DUE IN AND OPENS: July 16, 2024, AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Quote/Response to:

Attention: Ladd Lyons, Procurement Officer
Email: Ladd.Lyons@pima.gov
Phone: 520.724.3730

TRANSMITTED TO:

City of Tucson Environmental Services, Los Reales Landfill; Matthew Sage and Lisa Rotello;
Mathew.Sage@tucsonaz.gov, Lisa.Rotello@tucsonaz.gov

Waste Management Inc. Marana Regional Landfill; Alex Fenimore; afenimore@wm.com

The Fairfax Companies, LLC, Speedway Facility, Ina Road, and Drexel Land reclamation Facilities; Jason Tankersley;
tank@ffxsite.net

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide grit, construction waste, and green waste disposal in compliance with all solicitation specifications and requirements contained or referenced herein.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Offerors to whom this request is transmitted are requested to complete, execute and submit the attached Offer Agreement (13 pages). Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. All thirteen (13) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:
 - Section 3: Contractor Minimum Qualifications and supporting documents
 - Section 5: Sustainability
 - Section 8: Compensation & Payment
 - Section 14: Acknowledgement of Solicitation Amendments
 - Section 15: Bid/Offer Certification Page
2. Any other documents required by the solicitation.

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days of award.

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk. Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

PIMA COUNTY VENDOR RECORD:

A valid Pima County Vendor record is required to receive any award of contract. Before submitting a response to this solicitation, Proposer must establish a complete vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. The preferred method for Proposer to create or update this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). In addition to providing the means for a Proposer to create and maintain its vendor record, VSS also provides for email notice to Proposer regarding solicitations that County publishes for commodities of interest as identified by the Vendor record. Internet links for Vendor Registration are located at the Procurement Department Internet page: <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

Questions may be submitted to Ladd Lyons, Ladd.Lyons@pima.gov, Phone: 520.724.3730

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with landfill services will include, but not be limited to grit, construction waste, and green waste disposal. on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

1	Vendor must provide a letter at the time of bid stating that their ADEQ (Arizona Department of Environmental Quality) approved Solid Waste Facility Plan (SWFP) allows for disposal of Grit, Construction, and Green Waste Materials.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

- 4.1. Grit includes sand, gravel, cinder or other heavy solid materials that are "heavier" (higher specific gravity) than the organic biodegradable solids in the wastewater. Grit also includes eggshells, bone chips, rags, seeds, coffee grounds, and large organic particles, such as food waste. Grit is composed of 45% total solids and 55% moisture. The moisture in the grit is mostly non-free liquid.
- 4.2. The annual tonnage of grit that Pima County Regional Wastewater Reclamation Department (RWRD) expects to deliver to the landfill is approximately 15,767 tons per year, or about 1,314 tons per month. Grit is collected from Pima County's Tres Rios Water Reclamation Facility (WRF), Green Valley WRF, Avra Valley WRF and Corona de Tucson WRF.
- 4.3. Grit is a municipal solid waste. Grit is exempt by definition from the Bio-solids regulations as defined in Arizona Administrative Code Title 18 'Environmental Quality', Chapter 9 'Water Pollution Control', Article 10 'Arizona Pollutant Discharge Elimination System Disposal, Use, and Transportation of Bio-solids' Section 1001 'Definitions', sub-section 1001.7.
- 4.4. Pima County RWRD samples and analyzes Grit annually for hazardous materials to ensure it meets the Resource Conservation and Recovery Act (RCRA) requirement to be landfill disposed. Attachment A Grit Analysis – December 2023 provides the latest results from the December 2023 analysis at various Pima County WRFs:
- 4.5. RWRD requires the delivery and disposal of grit seven days a week, daily from Sunday through Saturday
- 4.6. Grit will be delivered by Pima County to the landfill. RWRD trucks will be tarped and must be weighed upon entering the landfill. RWRD is to be charged based on net weight of the Grit.
- 4.7. Construction and demolition waste disposed of in landfills is regulated under 40 CFR Part 258 'Criteria for Municipal Solid Waste Landfills' Subpart C 'Operating Criteria' and Subpart D 'Design Criteria'.
- 4.8. Green waste disposed of in landfills falls under the definitions in 40 CFR Part 258.
- 4.9. All Municipal Solid Waste Landfills (MSWLFs) must comply with the federal regulations in 40 CFR Part 258 Subpart D 'Design Criteria' for a 'Non-Hazardous Waste Landfill'.
 - 4.9.1. 40 CFR Part 258 Definitions:
 - 4.9.1.1. Construction and demolition (C&D) landfill, means a solid waste disposal facility subject to the requirements in part 257, subparts A or B that receives construction and demolition waste and does not receive hazardous waste (defined in § 261.3) or industrial solid waste (defined in this section).
 - 4.9.1.2. Municipal solid waste landfill (MSWLF) unit means a discrete area of land or an excavation that receives household waste, and that is not a land application unit, surface impoundment,

injection well, or waste pile, as those terms are defined under § 257.2 of this chapter. A MSWLF unit also may receive other types of RCRA Subtitle D wastes, such as commercial solid waste, nonhazardous sludge, very small quantity generator waste and industrial solid waste. Such a landfill may be publicly or privately owned. A MSWLF unit may be a new MSWLF unit, an existing MSWLF unit or a lateral expansion. A construction and demolition landfill that receives residential lead-based paint waste and does not receive any other household waste is not a MSWLF unit.

- 4.9.1.3. Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (SC or DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Grit Disposal	6877	Ton	\$42.76/TON	\$294,060.52
2	Grit Disposal Sundays Surcharge	52	Ton	NO BID	NO BID
3	Construction Waste	600	Ton	\$42.19/TON	\$25,314.00
4	Construction Waste with Green Put/Pay	1000	Ton	\$42.19/TON	\$42,190.00
5	Green Waste	600	Ton	\$42.19/TON	\$25,314.00
6	Dead Animals Various Sizes, Minimum \$75.00	20	Ton	\$62.46/TON	\$1,249.20
7	Pick Up Truck or 1-axle Trailer Under 12'	50	Ton	\$42.19/TON	\$2,109.50
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID	\$390,237.22
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				<small>Note: All disposal pricing will include a 5-ton per load minimum, along with the ADEQ Fee (\$0.25/ton)</small>	

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and

significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's or manufacturer's retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

8.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated SC, or DO to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: N/A % if payment tendered within N/A Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's SC or DO document.

All Invoice documents will reference County's SC or DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's SC or DO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's SC or DO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges, and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFO-24000284 including the Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

12.2.1. Claims-Made Insurance Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County’s tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County’s project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

12.5. Approval and Modifications

County’s Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County’s failure to obtain a required insurance certificate or endorsement, County’s failure to object to a non-complying insurance certificate or endorsement, or County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

15. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: WM OF ARIZONA, INC.

BUSINESS ALSO KNOWN AS: WM

MAILING ADDRESS: 222 S MILL AVE, SUITE 301

CITY/STATE/ZIP: TEMPE, AZ 85282

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: ALEXANDER FENIMORE, SENIOR ACCOUNT EXECUTIVE - INDUSTRIAL

PHONE: 602.763.9222 **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: AFENIMOR@WM.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: AFENIMOR@WM.COM

CORPORATE HEADQUARTERS ADDRESS: 1001 FANNIN ST, SUITE 4000, HOUSTON TX 77002

WEBSITE: WWW.WM.COM

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: ALEXANDER FENIMORE **DATE:** 07.16.2024

ALEXANDER FENIMORE, SENIOR ACCOUNT EXECUTIVE - INDUSTRIAL
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 602.763.9222 / EMAIL: AFENIMOR@WM.COM

County Attorney Contract Approval "As to Form".

Approved As to Form:

Deputy County Attorney

Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the Supplier Contract ("SC") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a SC or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which

Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any SC, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

10. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

11. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

12. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

13. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

14. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

15. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client

or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

16. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

17. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

18. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

19. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

20. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

21. TERMINATION

County may terminate any contract and any SC, Delivery Order, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

22. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC or DO, if applicable; any other solicitation documents.

23. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

24. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

25. COUNTERPARTS

The parties may execute the SC that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding SC, if all other requirements for execution are present.

26. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC. If any court or administrative agency determines that County does not have authority to enter into the SC, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC.

27. FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any SC or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

28. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

29. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

30. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

31. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

32. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

33. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Attachment A Grit Analysis - December 2023



Pima County Regional Wastewater Reclamation Department
Compliance and Regulatory Affairs Office (CRAO) Laboratory
2955 W. Calle Agua Nueva, Tucson Arizona 85745-9750, Phone (520) 724-6200

Report Date: 02/07/2024
Laboratory License: AZO159

Sample Analysis Report
Grit Analysis
December 2023

Sample Integrity

- SAMPLE RECEIPT:** Samples were received intact at the required temperature, unless otherwise noted with a data qualifier below. Please refer to the Chain of Custody for sample receipt details.
- HOLDING TIMES:** All samples were analyzed within prescribed holding times and/or in accordance with the Pima County CRAO Laboratory Quality Manual.
- PRESERVATION:** Samples requiring preservation were verified prior to sample analysis.
- QA/QC CRITERIA:** All analyses met method criteria, except as noted in the report with data qualifiers.
- COMMENTS:**

Notes and Definitions:

See attached

Case Narratives:

See attached

All results on this report intended for compliance submission must have the associated chain(s) of custody attached for the results to meet reporting requirements as per ADHS Laboratory licensure rules. If you have received this report for compliance purposes and it is not complete, please contact the Compliance and Regulatory Affairs Office for a final report in its entirety.

Reviewed By:



Laboratory Director or Designee

2-7-24
Date

Pima County Regional Wastewater Reclamation Department
Compliance and Regulatory Affairs Office Laboratory

Sample Qualifiers

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received	Sample Qualifiers
Green Valley WRF - Grit	2312133-01	Biosolids	12/18/2023 08:00:00	12/18/2023 11:06:00	Q6
Corona de Tucson WRF - Grit	2312134-01	Biosolids	12/18/2023 07:15:00	12/18/2023 11:06:00	Q6
Avra Valley WRF - Grit	2312135-01	Biosolids	12/18/2023 08:25:00	12/18/2023 11:06:00	Q6

Lab ID:	Sample		Sample Date/Time	Analysis Method	Analysis Date/Time	Analysis Value	Units	MDL	MRL	Sample/Data	
	Type	Parameter								Qualifiers	Analyst
Tres Rios WRF - Headworks Grit (20001-0155)											
2312155-01	D	Arsenic	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.03		MLB
2312155-01	D	Barium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	0.434	mg/L		0.03		MLB
2312155-01	D	Cadmium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.01		MLB
2312155-01	D	Chromium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.03		MLB
2312155-01	D	Lead	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.03		MLB
2312155-01	D	Mercury	12/21/23 10:45	TCLP/EPA 7470A	1/22/24 14:32	ND	mg/L		0.0005		JVR
2312155-01	D	Selenium	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.06		MLB
2312155-01	D	Silver	12/21/23 10:45	TCLP/EPA 6010D	12/27/23 17:11	ND	mg/L		0.0029		MLB
2312155-01	D	% Solids	12/21/23 10:45	SM 2540G	12/23/23 10:14	81.76	%		0.01		AJB
2312155-01	D	Paint Filter Liquid	12/21/23 10:45	EPA 9095B	1/30/24 14:44	Pass	N/A				BNR
Green Valley WRF - Grit (25000-0155)											
2312133-01	D	Arsenic	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.03		MLB
2312133-01	D	Barium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	0.0876	mg/L		0.03		MLB
2312133-01	D	Cadmium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.01		MLB
2312133-01	D	Chromium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.03		MLB
2312133-01	D	Lead	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.03		MLB
2312133-01	D	Mercury	12/18/23 08:00	TCLP/EPA 7470A	1/22/24 14:23	ND	mg/L		0.0005		JVR
2312133-01	D	Selenium	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.06		MLB
2312133-01	D	Silver	12/18/23 08:00	TCLP/EPA 6010D	12/27/23 17:02	ND	mg/L		0.0029		MLB
2312133-01	D	% Solids	12/18/23 08:00	SM 2540G	12/19/23 13:27	35.16	%		0.01		CL
2312133-01	D	Paint Filter Liquid	12/18/23 08:00	EPA 9095B	1/30/24 15:00	Pass	N/A				PSL
Avra Valley WRF - Grit (25003-0155)											
2312135-01	D	Arsenic	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.03		MLB
2312135-01	D	Barium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	0.274	mg/L		0.03		MLB
2312135-01	D	Cadmium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.01		MLB
2312135-01	D	Chromium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.03		MLB
2312135-01	D	Lead	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.03		MLB
2312135-01	D	Mercury	12/18/23 08:25	TCLP/EPA 7470A	1/22/24 14:29	ND	mg/L		0.0005		JVR
2312135-01	D	Selenium	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.06		MLB
2312135-01	D	Silver	12/18/23 08:25	TCLP/EPA 6010D	12/27/23 17:08	ND	mg/L		0.0029		MLB
2312135-01	D	% Solids	12/18/23 08:25	SM 2540G	12/19/23 13:27	71.80	%		0.01		CL
2312135-01	D	Paint Filter Liquid	12/18/23 08:25	EPA 9095B	1/30/24 15:03	Pass	N/A				PSL
Corona de Tucson WRF - Grit (25006-0155)											
2312134-01	D	Arsenic	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.03		MLB
2312134-01	D	Barium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	0.235	mg/L		0.03		MLB
2312134-01	D	Cadmium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.01		MLB
2312134-01	D	Chromium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.03		MLB
2312134-01	D	Lead	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.03		MLB
2312134-01	D	Mercury	12/18/23 07:15	TCLP/EPA 7470A	1/22/24 14:26	ND	mg/L		0.0005		JVR
2312134-01	D	Selenium	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.06		MLB
2312134-01	D	Silver	12/18/23 07:15	TCLP/EPA 6010D	12/27/23 17:05	ND	mg/L		0.0029		MLB
2312134-01	D	% Solids	12/18/23 07:15	SM 2540G	12/19/23 13:27	43.69	%		0.01		CL
2312134-01	D	Paint Filter Liquid	12/18/23 07:15	EPA 9095B	1/30/24 14:53	Pass	N/A				ECS

Qualifier Definitions

Pass	Pass
Q6	Sample was received above recommended temperature.

General Notes and Definitions

C	Sample Type - Composite
CD	Sample Type - Composite Duplicate
D	Sample Type - Discrete
DD	Sample Type - Discrete Duplicate
EB	Equipment Blank
FB	Field Blank
Field Results	Field Results performed by "SMPLR" (Sampler), are not subject to approval of Laboratory Director.
J	Equivalent to E4 Qualifier - Concentration estimated. Analyte was detected below laboratory minimum reporting limit (MRL) but above MDL.
NA	Not Analyzed
ND	Analyte NOT DETECTED at or above reporting limit (MDL). Equivalent to E8 Qualifier - Analyte reported to MDL per project specification. Target analyte was not detected in the sample.
NR	Not Reported
Q6	Sample was received above recommended temperature.
RE	Re-analysis has been performed.

Case Narrative(s)

None

Miscellaneous QA/QC Method - Quality Control

RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC Limits	RPD	RPD Limit	Notes
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Batch B24A467 - No Prep QA/QC

Duplicate (B24A467-DUP1)

Source: 2312155-01

Prepared: 01/30/2024 Analyzed: 01/30/2024

Paint Filter Liquid

Pass

N/A

Pass

200

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B23L413 - CEM 3015A

Blank (B23L413-BLK1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	ND	0.0115	mg/L							
Lead	ND	0.0288	mg/L							
Barium	ND	0.0288	mg/L							
Chromium	ND	0.0288	mg/L							
Arsenic	ND	0.0288	mg/L							
Selenium	ND	0.0575	mg/L							
Silver	ND	0.00288	mg/L							

Blank (B23L413-BLK2)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	ND	0.0115	mg/L							
Selenium	ND	0.0575	mg/L							
Lead	ND	0.0288	mg/L							
Barium	ND	0.0288	mg/L							
Silver	ND	0.00288	mg/L							
Chromium	ND	0.0288	mg/L							
Arsenic	ND	0.0288	mg/L							

LCS (B23L413-BS1)

Prepared: 12/27/2023 Analyzed: 12/27/2023

Lead	0.199	0.0290	mg/L	0.20080		99.2	80-120			
Selenium	0.195	0.0579	mg/L	0.20000		97.7	80-120			
Chromium	0.199	0.0290	mg/L	0.19920		100	80-120			
Silver	0.0198	0.00290	mg/L	0.019840		99.9	80-120			
Cadmium	0.0805	0.0116	mg/L	0.080000		101	80-120			
Barium	0.196	0.0290	mg/L	0.19920		98.5	80-120			
Arsenic	0.202	0.0290	mg/L	0.19840		102	80-120			

Matrix Spike (B23L413-MS1)

Source: 2312155-01RE1 Prepared: 12/27/2023 Analyzed: 12/27/2023

Silver	0.0205	0.00290	mg/L	0.019840	ND	103	75-125			
Arsenic	0.221	0.0290	mg/L	0.19840	0.00686	108	75-125			
Barium	0.638	0.0290	mg/L	0.19920	0.436	101	75-125			
Cadmium	0.0767	0.0116	mg/L	0.080000	0.0000932	95.8	75-125			
Chromium	0.190	0.0290	mg/L	0.19920	0.000826	95.1	75-125			
Lead	0.184	0.0290	mg/L	0.20080	ND	91.5	75-125			
Selenium	0.217	0.0579	mg/L	0.20000	ND	109	75-125			

Matrix Spike Dup (B23L413-MSD1)

Source: 2312155-01RE1 Prepared: 12/27/2023 Analyzed: 12/27/2023

Cadmium	0.0764	0.0116	mg/L	0.080000	0.0000932	95.4	75-125	0.448	20	
Arsenic	0.222	0.0290	mg/L	0.19840	0.00686	108	75-125	0.374	20	
Selenium	0.211	0.0579	mg/L	0.20000	ND	106	75-125	2.90	20	
Chromium	0.189	0.0290	mg/L	0.19920	0.000826	94.7	75-125	0.380	20	
Barium	0.632	0.0290	mg/L	0.19920	0.436	98.1	75-125	0.979	20	
Silver	0.0202	0.00290	mg/L	0.019840	ND	102	75-125	1.61	20	
Lead	0.182	0.0290	mg/L	0.20080	ND	90.6	75-125	0.985	20	

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch B24A318 - 245.1										
Blank (B24A318-BLK1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	ND	0.0005	mg/L							
Blank (B24A318-BLK2) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	ND	0.0005	mg/L							
LCS (B24A318-BS1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.005	0.0005	mg/L	0.0050000		96.8	80-120			
MRL Check (B24A318-MRL1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.0005	0.0005	mg/L	0.00050000		94.2	70-130			
Matrix Spike (B24A318-MS1) Source: 2312155-01 Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.006	0.0005	mg/L	0.0050000	ND	117	80-120			
Matrix Spike Dup (B24A318-MSD1) Source: 2312155-01 Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.005	0.0005	mg/L	0.0050000	ND	108	80-120	8.27	20	
Batch S23L068 - B23L413										
Cal Standard (S23L068-CAL1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Chromium	0.00		ug/L	0.0000						
Barium	0.00		ug/L	0.0000						
Lead	0.00		ug/L	0.0000						
Cadmium	0.00		ug/L	0.0000						
Arsenic	0.00		ug/L	0.0000						
Silver	0.00		ug/L	0.0000						
Selenium	0.00		ug/L	0.0000						
Cal Standard (S23L068-CAL2) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Selenium	2500		ug/L	2500.0		100				
Arsenic	2500		ug/L	2500.0		100				
Chromium	2500		ug/L	2500.0		100				
Silver	250		ug/L	250.00		100				
Cadmium	1000		ug/L	1000.0		100				
Lead	2500		ug/L	2500.0		100				
Barium	2500		ug/L	2500.0		100				
Calibration Blank (S23L068-CCB1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Arsenic	-1.40		ug/L	0.0000						
Cadmium	0.0260		ug/L	0.0000						
Barium	0.173		ug/L	0.0000						
Selenium	-5.12		ug/L	0.0000						
Silver	-0.205		ug/L	0.0000						
Lead	-0.451		ug/L	0.0000						
Chromium	-0.209		ug/L	0.0000						
Calibration Check (S23L068-CCV1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Lead	1210		ug/L	1250.0		96.6	90-110			
Arsenic	1240		ug/L	1250.0		99.0	90-110			
Cadmium	498		ug/L	500.00		99.6	90-110			
Barium	1240		ug/L	1250.0		99.1	90-110			
Selenium	1210		ug/L	1250.0		97.0	90-110			
Silver	123		ug/L	125.00		98.2	90-110			
Chromium	1220		ug/L	1250.0		97.5	90-110			
Instrument RL Check (S23L068-CRL1) Prepared: 12/27/2023 Analyzed: 12/27/2023										
Selenium	24.8		ug/L	25.000		99.3	80-120			

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch S23L068 - B23L413										
Instrument RL Check (S23L068-CRL1)				Prepared: 12/27/2023 Analyzed: 12/27/2023						
Silver	2.51		ug/L	2.5000		100	80-120			
Barium	26.7		ug/L	25.000		107	80-120			
Lead	27.9		ug/L	25.000		111	80-120			
Cadmium	10.6		ug/L	10.000		106	80-120			
Arsenic	24.9		ug/L	25.000		99.8	80-120			
Chromium	26.5		ug/L	25.000		106	80-120			
Initial Cal Blank (S23L068-ICB1)				Prepared: 12/27/2023 Analyzed: 12/27/2023						
Silver	-0.212		ug/L	0.0000						
Arsenic	1.42		ug/L	0.0000						
Barium	0.0250		ug/L	0.0000						
Chromium	-0.0930		ug/L	0.0000						
Cadmium	-0.0360		ug/L	0.0000						
Selenium	-5.10		ug/L	0.0000						
Lead	0.325		ug/L	0.0000						
Initial Cal Check (S23L068-ICV1)				Prepared: 12/27/2023 Analyzed: 12/27/2023						
Arsenic	1260		ug/L	1250.0		100	90-110			
Lead	1230		ug/L	1250.0		98.5	90-110			
Barium	1240		ug/L	1250.0		99.2	90-110			
Chromium	1230		ug/L	1250.0		98.8	90-110			
Cadmium	505		ug/L	500.00		101	90-110			
Selenium	1240		ug/L	1250.0		98.9	90-110			
Silver	125		ug/L	125.00		99.6	90-110			
Interference Check A (S23L068-IFA1)				Prepared: 12/27/2023 Analyzed: 12/27/2023						
Selenium	11.4		ug/L				0-200			
Arsenic	-0.198		ug/L				0-200			
Lead	1.07		ug/L				0-200			
Cadmium	-1.55		ug/L				0-200			
Barium	0.870		ug/L				0-200			
Chromium	1.06		ug/L				0-200			
Silver	-0.484		ug/L				0-200			
Secondary Cal Check (S23L068-SCV2)				Prepared: 12/27/2023 Analyzed: 12/27/2023						
Silver	130		ug/L	124.00		105	90-110			
Cadmium	518		ug/L	500.00		104	90-110			
Arsenic	1290		ug/L	1240.0		104	90-110			
Barium	1300		ug/L	1245.0		104	90-110			
Lead	1280		ug/L	1255.0		102	90-110			
Chromium	1290		ug/L	1245.0		104	90-110			
Selenium	1270		ug/L	1250.0		102	90-110			

TCLP Metals - Quality Control
RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch S24A058 - B24A318										
Cal Standard (S24A058-CAL1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.00		ug/L	0.0000						
Cal Standard (S24A058-CAL2) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.500		ug/L	0.50000		100				
Cal Standard (S24A058-CAL3) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	1.00		ug/L	1.0000		100				
Cal Standard (S24A058-CAL4) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	5.00		ug/L	5.0000		100				
Cal Standard (S24A058-CAL5) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.0		ug/L	10.000		100				
Calibration Blank (S24A058-CCB1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	-0.003		ug/L	0.0000						
Calibration Check (S24A058-CCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.7		ug/L	10.000		107	90-110			
Initial Cal Blank (S24A058-ICB1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.001		ug/L	0.0000						
Initial Cal Check (S24A058-ICV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	10.1		ug/L	10.000		101	90-110			
Low Cal Check (S24A058-LCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	0.518		ug/L	0.50000		104	0-200			
Secondary Cal Check (S24A058-SCV1) Prepared: 01/22/2024 Analyzed: 01/22/2024										
Mercury	9.94		ug/L	10.000		99.4	90-110			

Microbiological Testing - Quality Control

RWRD CRAO Laboratory

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
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Batch B23L294 - TS Prep

Duplicate (B23L294-DUP1)	Source: 2312128-14		Prepared: 12/19/2023 Analyzed: 12/19/2023							
% Solids	2.61	0.005	%		2.67			2.29	10	
Duplicate (B23L294-DUP2)	Source: 2312128-25		Prepared: 12/19/2023 Analyzed: 12/19/2023							
% Solids	2.71	0.005	%		2.75			1.53	10	

Batch B23L357 - TS Prep

Duplicate (B23L357-DUP1)	Source: 2312157-08		Prepared: 12/22/2023 Analyzed: 12/23/2023							
% Solids	16.94	0.005	%		16.84			0.564	10	