



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

Award Contract Grant

Requested Board Meeting Date: 09/19/2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Diggins & Sons Power Sweeping, Inc. dba Diggins Environmental Services (Headquarters: Tucson, AZ); Republic Services of Arizona Hauling, LLC dba Republic Services (Headquarters: Tucson, AZ)

***Project Title/Description:**

Solid Waste & Recycling Services

***Purpose:**

Award: Master Agreement Nos. MA-PO-18-066 and MA-PO-18-067. Master Agreement MA-PO-18-066, Inside City of Tucson Limits, is for an initial term of one (1) year in the annual award amount of \$294,000.00 and includes four (4) one-year renewal options. Master Agreement MA-PO-18-067, Outside City of Tucson Limits, is for an initial term of one (1) year in the annual award amount of \$143,000.00 and includes four (4) one-year renewal options. The Award includes the authority for the Procurement Director to reallocate the award amount between the contractors considering actual usage and anticipated requirements without further action by the Board of Supervisors provided that the sum of the revised contract amounts do not exceed the total sum of the annual award amount of \$437,000.00. Administering Department: Facilities Management.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 264488 was conducted. Five (5) responses were received. Awards are to the lowest, responsive and responsible bidders. One certified Small Business Enterprise (SBE) respondent submitted a bid. Five percent (5%) bid preference was considered in the evaluation of low bid. SBE preference was not applied in the determination of this award.

Currently we have three (3) contracts for solid waste and recycling services: recycling for both inside and outside City of Tucson, refuse collection for inside City of Tucson and refuse collection for outside City of Tucson. The current year spend for all three contracts is around \$415,000.00. These contracts will be replaced by two (2) comprehensive waste and recycling contracts, one for inside City of Tucson and one for outside City of Tucson.

Trash and recycling are no longer separate industries and the majority of County sites use a dumpster service with recycle and trash side by side. By having the same company to service both, it allows for a price advantage for the County. The request for a 10% award amount over the bid price is to allow for flexibility in the increase or change or containers.

PRCUID: 264488

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

Timely removal of solid waste with a goal of fifty percent increase in the recycled waste stream over five years.

***Public Benefit:**

Reduction in the amount of solid waste taken to local landfills and the optimization of waste disposal cost for the County.

***Metrics Available to Measure Performance:**

The weighing and calculation by ton of solid waste removed versus recyclables.

***Retroactive:**

No.

SEP 05 17 PM 03:41 PC CLK OF BD

Procure Dept 09/05/17 11:08:55

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-066 & 18-067
Effective Date: 11/01/2017 Termination Date: 10/31/2018 Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* 437,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 437,000.00 % 100

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*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): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

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

Contact: Meagan Lynch, Commodity/Contracts Officer *ML 8/28/17* *Dmc wld*

Department: Procurement *Meagan Lynch* *8/28/17* Telephone: 724-9071

Department Director Signature/Date: _____ *8/28/17*

Deputy County Administrator Signature/Date: _____ *8-29-17*

County Administrator Signature/Date: _____ *8/29/17*

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 29, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 264488 for Solid Waste & Recycling Services that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after September 19, 2017.

Awards are recommended to the Lowest, Responsive and Responsible Bidders.

GROUP 1: Outside City of Tucson Limits

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Diggins & Sons Power Sweeping, Inc. dba Diggins Environmental Services	\$129,363.60*	\$143,000.00

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Republic Services of Arizona Hauling, LLC dba Republic Services	\$134,558.16

Waste Management of Arizona, Inc. dba Tucson Hauling	\$176,328.59
---	--------------

Friedman Recycling Company	\$214,444.00
----------------------------	--------------

Arizona Hometown Hauling & Disposal	\$239,077.00
-------------------------------------	--------------

GROUP 2: Inside City of Tucson Limits

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Republic Services of Arizona Hauling, LLC dba Republic Services	\$266,984.72	\$294,000.00

AW

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Waste Management of Arizona, Inc. dba Tucson Hauling	\$400,437.21
Friedman Recycling Company	\$405,975.72
Diggins & Sons Power Sweeping, Inc. dba Diggins Environmental Services	\$417,467.48*
Arizona Hometown Hauling & Disposal	\$477,213.00

*Small Business Enterprise (SBE) respondent. Five percent (5%) bid preference was considered in the evaluation of low bid. SBE preference was not applied in the determination of this award.

Issued by: Meagan Lynch, Commodity/Contracts Officer

Telephone Number: 520-724-9071

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 1 of 8

Description: Solid Waste Handling & Recycling Services- Inside COT

I S S U E R	<p>Pima County Procurement Department</p> <p>130 W. Congress St. 3rd Fl</p> <p>Tucson AZ 85701</p> <p>Issued By: MEAGAN LYNCH</p> <p>Phone: 5207249071</p> <p>Email: Meagan.Lynch@pima.gov</p>
----------------------------	---

T E R M S	<p>Initiation Date: 11-01-2017</p> <p>Expiration Date: 10-31-2018</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: \$294,000.00</p> <p>Used Amount: \$0.00</p> </div>
-----------------------	--

V E N D O R	<p>Republic Services of AZ Hauling LLC</p> <p>DBA: REPUBLIC SERVICES</p> <p>5055 S SWAN RD</p> <p>TUCSON AZ 85706-2029</p>	<p>Contact: Brad Anderson</p> <p>Phone: 520-519-4813</p> <p>Email: banderson@republicservices.com</p> <p>Terms: 0.00 %</p> <p>Days: 30</p>
----------------------------	--	---

<p>Shipping Method: Vendor Method</p> <p>Delivery Type:</p> <p>FOB: FOB Dest, Freight Prepaid</p> <p>Modification Reason</p> <p>This master agreement is for an initial term of one (1) year in the annual award amount of \$294,000.00 with four(4) one-year renewal options. Attachment: Offer Agreement</p>
--

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



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 2 of 8

Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
2	R/SHERIFF SHOOTING RNGE, 10001 S RITA RD, 6YD, 1 PU/WEEK	0.0000 %	MO	\$38.32		VPN	MPN
3	PC/SHERIFF SHOOTING RANGE, 10001 S RITA RD, 8YD, 2 PU/WEEK	0.0000 %	MO	\$114.31		VPN	MPN
4	MAIN LIBRARY, 101 N STONE - LOADING DOCK, TOTES, 2 PU/WEEK	0.0000 %	MO	\$280.00		VPN	MPN
5	PC/MAIN LIBRARY, 101 N STONE AVE, 6YD, 6 PU/WEEK	0.0000 %	MO	\$257.20		VPN	MPN
6	PC/SANTA CRUZ RIVER PARK, 1022 W 22ND ST, 3YD, 1 PU/WEEK	0.0000 %	MO	\$21.43		VPN	MPN
7	PC/HIMMEL LIBRARY, 1035 N TREAT AVE, 4YD, 1 PU/WEEK	0.0000 %	MO	\$28.58		VPN	MPN
8	PANTANO WASH PARK, 1115 S PANTANO PARKWAY, 8YD, 2 PU/WEEK	0.0000 %	MO	\$114.31		VPN	MPN
11	SD COR. FACILITY, 1270 W SILVERLAKE RD, 40YD, 3 PU/WEEK	0.0000 %	MO	\$0.00		VPN	MPN
12	PC/SD COR. FACILITY, 1270 W SILVERLAKE RD, 8YD, 2 PU/WEEK	0.0000 %	MO	\$228.62		VPN	MPN
13	R/PC FLEET SVCS-VARIOUS, 1291 S MISSION RD, 6YD, 1 PU/WEEK	0.0000 %	MO	\$38.32		VPN	MPN
14	R/PC FLEET SVCS-VARIOUS, 1291 S MISSION RD, 8YD, 1 PU/WEEK	0.0000 %	MO	\$57.16		VPN	MPN
16	R MISSION RD TRANS YARD, 1313 S MISSION RD #12, 4YD, 1PU/WK	0.0000 %	MO	\$25.55		VPN	MPN
17	PC/MISSION RECORD WAREHOUSE, 1313 S MISSION #21, 4YD, 1PU/WK	0.0000 %	MO	\$25.55		VPN	MPN
18	PC/MISSION RD TRANS YARD, 1313 S MISSION RD #21, 4YD, 2PU/WK	0.0000 %	MO	\$57.16		VPN	MPN
19	PC PRINT SHOP, 1313 S MISSION RD #27, TOTES, 1 PU/WEEK	0.0000 %	MO	\$2.95		VPN	MPN
20	PC/MISSION RD TRANS YARD, 1313 S MISSION RD #15, 6YD, 1 PU/WK	0.0000 %	MO	\$38.32		VPN	MPN
21	R/PIMA COUNTY BLDG 28, 1313 S MISSION RD #28, 6YD, 1 PU/WEEK	0.0000 %	MO	\$38.32		VPN	MPN
22	PC/MISSION RD TRANS YARD, 1313 S MISSION RD #28, 8YD, 1PU/WK	0.0000 %	MO	\$57.16		VPN	MPN
23	PC/MISSION RD TRANS YARD, 1313 S MISSION RD #14, 8YD, 1PU/WK	0.0000 %	MO	\$57.16		VPN	MPN

MASTER AGREEMENT DETAILS



Master Agreement No: 1800000000000000066

MA Version: 1

Page: 3 of 8

Line	Description					
24	R/MARTHA COOPER LIBRARY, 1377 N CATALINA AVE, 3YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
25	PC/MARTHA COOPER LIBRARY, 1377 N CATALINA AVE, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
26	PC/SANTA CRUZ RIVER PARK, 1387 W IRVINGTON, 3YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
27	PC/MISSION RD TRANS YARD, 1313 S MISSION RD #12, 8YD, 1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
28	ADMIN. BUILD, SUPERIOR CT, 150 W CONGRESS-A, TOTES,2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,240.00			
29	PC/HEALTH & WEL ADMIN SC -COMPACT,150 W CONGRESS, 6YD,5PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$214.34			
30	HD WAREHOUSE, 1505 APACHE CT, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
31	SD WAREHOUSE, 1505 APACHE CT, 8YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
32	R/QUINCIE DOUGLAS LIBR, 1585 E 36TH ST, 3YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
33	PC/QUINCIE DOUGLAS LIBRARY, 1585 E 36TH ST, 4YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
34	R/SHERIFF PROP&EVIDENCE, 1600 E BENSON HWY, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.55			
35	PC/SHERIFF PROP & EVIDENCE, 1600 E BENSON HWY, 6YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$85.73			
37	PC/RECORDS WAREHOUSE,1640 E BENSON HWY, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
38	PC/SHERIFF ANNEX, 1650 E BENSON HWY, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
39	EI PUEBLO LIBRARY, 101 W IRVINGTON, TOTES, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$20.00			
40	SOUTH WIC, 175 W IRVINGTON, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$20.00			
41	EL PUEBLO LIBRARY, 175 W IRVINGTON, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
42	R/SHERIFF ADMIN, 1750 E BENSON HWY, 8YD, 3 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$153.28			
43	PC/SHERIFF ADMINISTRATION, 1750 E BENSON HWY, 8YD, 5PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$285.78			

MASTER AGREEMENT DETAILS



Master Agreement No: 1800000000000000066

MA Version: 1

Page: 4 of 8

Line	Description					
44	SD MIN. SECURITY, 1801 S MISSION RD, TOTES, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.00			
45	PC/SHERIFF CORRECTIONS, 1801 S MISSION RD, 8YD, 6 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$342.94			
46	PC/SCHOOL ADMIN BUILDING, 200 N STONE AVE, 6YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$85.73			
47	PC/SCHOOL ADMIN BUILDING, 200 N STONE AVE, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$40.00			
48	PUBLIC WORKS BUILDING, 201 N STONE-PATIO, TOTES, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$640.00			
49	PUBLIC WORKS BUILDING, 201 N STONE, 4YD, 5 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$285.78			
50	R/VALENCIA LIBRARY, 202 W VALENCIA RD, 3YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
51	PC/VALENCIA LIBRARY, 202 W VALENCIA RD, 3YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
52	PC /ARROYO CHICO, 211 S FREMONT ST, 4YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
53	R/CURTIS PARK GYM, 2110 W CURTIS RD, 6YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$38.32			
54	R/CURTIS PARK GYM, 2110 W CURTIS RD, 8YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
56	R/JUVENILE COURT CENTER, 2225 E AJO WAY,6YD, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$114.96			
57	R/JUVENILE COURT CENTER, 2225 E AJO WAY,8YD, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$153.28			
58	PC/JUVENILE COURT, 2225 E AJO WAY,8YD, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$171.47			
60	PC/CHILDRENS ADVOCACY CENTER, 2329 E AJO WAY, 6YD, 3 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$128.60			
61	PC ATTORNEY JUVENILE, 2335 E AJO WAY, TOTES, 1PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2.31			
62	PC PUBLIC DEFENDER, 2337 E AJO WAY, TOTES, 1 PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2.31			
63	PC/PC ATTORNEY/PUBLIC DEFENDER, 2335 E AJO WAY, 4YD,2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
64	R/COLUMBUS LIBRARY, 2350 E 22ND ST, 4YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.55			



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 5 of 8

Line	Description					
65	R/CHLDRENS ADVOCACY CTR, 2397 E AJO WAY, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.55			
66	PUBLIC SERVICE CENTER, 240 N STONE, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$260.00			
67	PUBLIC SERVICE CENTER, 240 N STONE, 8YD, 5PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$285.78			
68	PASEO DE LAS IGLESIAS-PARK, 2405 S COTTONWOOD LN, 4YD,2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
70	PC/STADIUM, 2500 E AJO WAY, 8YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$114.31			
71	PC/STADIUM, 2500 E AJO WAY, 4YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
73	PC/STADIUM, 2500 E AJO WAY, 3YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
74	PC/SHERIFF SAN XAVIER, 2545 E AJO WAY 8YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$114.31			
75	ADULT PROBATION SOUTH, 2695 E AJO WAY, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.00			
76	PC/ADULT PROBATION SOUTH, 2695 E AJO WAY, 8YD, 3 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$171.47			
77	KINO SERVICE CENTER, 2797 E AJO WAY, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.00			
78	VETERANS CENTER, 2801 E AJO WAY, TOTES, 1 PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2.31			
79	PC/KINO VETERANS CENTER, 2801 E AJO WAY, 6YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$85.73			
80	PC/MEDICAL EXAMINERS/FORENSIC,2825 E DISTRICT ST, 8YD,2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$114.31			
81	LEGAL SERV. BLDG, 32 N STONE-1ST FLOOR ALLEY, TOTES, 2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$760.00			
82	PC/LEGAL SERVICES BUILDING, 32 N STONE AVE, 4YD, 5 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$16.50			
83	PC/ N STONE BUILDING, 33 N STONE-LOADING DOCK, TOTES, 2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$720.00			
84	PC/ N STONE BUIDLING-COMPACTOR, 33 N STONE AVE, 6YD, 5PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$214.34			
85	PC/SAM LENA PARK, 3400 S COUNTRY CLUB RD, 6YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$0.00			



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 6 of 8

Line	Description					
86	R/PE COC BUILDING, 3434 E 22ND ST, 6YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$38.32			
87	PC/PE COC BUILDING, 3434 E 22ND ST, 6YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
88	R/WOODS LIBRARY, 3455 N 1ST AVE, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
89	PC/WOODS LIBRARY, 3455 N 1ST AVE, 6YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
90	PC/RILLITO RIVER PARK, 3460 N SWAN RD, 4YD, 1 PU./WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
91	PC/WILLIE BLAKE JR PARK, 3525 S NACO VISTA, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
92	HEALTH DEPT. NORTH, 3550 1ST AVE, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.00			
93	PC STADIUM SOCCER, 3550 S COUNTRY CLUB RD, 4YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
94	PC/MISSION LIBRARY, 3770 S MISSION RD, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
95	ADULT PROBATION WEST, 3781 N HIGHWAY DR #109, TOTES, 1 PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$10.00			
96	PC/RANDOLPH PARK 1253, 3805 E 22ND ST, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
97	ABRAMS, 3950 S COUNTRY CLUB RD, TOTES, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$160.00			
98	R/ABRAMS-FORENSIC, 3950 S COUNTRY CLUB RD, 8YD, 5PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$255.47			
99	PC/KINO PUB. HEALTH ABRAMS, 3950 S COUNTRY CLUB, 8YD,5PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$571.56			
100	R/ANIMAL CONTROL, 4000 N SILVERBELL RD, 4YD, 2 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$51.09			
101	PC/ANIMALCARE CENTER, 4000 N SILVERBELL RD, 8YD, 6 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$342.94			
102	PC/FOOTHILLS PARK, 4001 E RIVER RD, 8YD 3 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$171.47			
103	R/MEHL PARK, 4010 E RIVER RD, 8YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$51.09			
104	PC/COLUMBUS LIBRARY, 4350 E 22ND ST, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 7 of 8

Line	Description					
105	PC/RILLITO RACE TRACK, 4502 N 1ST AVE #0001, 8YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
106	PC/RILLITO RACE TRACK, 4502 N 1ST AVE #0001, 6YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$171.47			
107	R/TRANS HOUGHTON HWY YD, 4750 S HOUGHTON, 4YD, 2PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12.77			
108	PC/HOUGHTON RD TRANS YARD, 4900 S HOUGHTON RD, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
109	PC/WILMOT LIBRARY, 530 N WILMOT RD, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.55			
110	PC/WILMOT LIBRARY, 530 N WILMOT RD, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
111	PC/RILLITO RIVER PARK, 5707 N CAMINO DE LA TIER, 6YD, 1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
112	PC/DAN FELIX PARK, 5790N CAMINO DE LA TIER, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
113	PC/LITTLETOWN PARK, 6465 S CRAYCROFT RD, 6YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$85.73			
114	PC/LITTLETOWN PARK, 6465 S CRAYCROFT RD, 8YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$228.62			
115	R/ELECTIONS BUILDING, 6550 S COUNTRY CLUB RD, 4YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$51.09			
116	PC/ELECTIONS BUILDING, 6550 S COUNTRY CLUB RD, 6YD, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$128.60			
117	R/HEALTH DEPT- EASTSIDE, 6920 E BROADWAY BLVD, 6YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$38.32			
118	PC/HEALTH EAST SIDE, 6920 E BROADWAY BLVD, 6YD, 3 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$128.60			
119	PC/SANTA CRUZ RIVER PARK, 758 N RIVERSIDE DR, 4YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			
120	EI BANCO, 801 W CONGRESS, TOTES, 1PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2.31			
121	PC/BANCO BUILDING, 801 W CONGRESS ST, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$28.58			
122	R/ADULT PROBATION E-OFC, 8180 E BROADWAY BLVD, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$19.16			
123	PC/ADULT PROBATION EAST, 8180 E BROADWAY BLVD, 4YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$57.16			



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000066

MA Version: 1

Page: 8 of 8

Line	Description					
124	BEAR CANYON LIBRARY, 8959 TANQUE VERDE RD, TOTES, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$20.00			
125	BEAR CANYON LIBRARY, 8959 TANQUE VERDE RD, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
126	RINCON SHERIFF, 8999 E TANQUE VERDE, TOTES, 1PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4.62			
127	PC/SHERIFF RINCON, 8999 E TANQUE VERDE RD, 3YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$42.87			
128	FRONT LOAD-EXTRA SERVICE PICK UP, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.00			
129	OVERAGE CHARGE FOR OVERSTUFFED DUMPSTER, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
130	40 YD ROLL OFF MONTHLY RENTAL-INCLUDING DELIVERY, P/M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4.00			
131	40 YD ROLL OFF PULL SERVICE, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$85.00			
132	40 YD ROLL OFF TRIP CHARGE, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
133	30YD SELF-CONTAINED COMPACTOR LEASE/ MAINTENANCE CHARGE, P/M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$310.00			
134	30YD COMPACTOR PULL SERVICE-EACH EVENT, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$85.00			
135	COST FOR ROLL OFF AND COMPACTOR LANDFILL TONNAGE, P/T					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$28.00			
136	CHARGE FOR RELOCATING DUMPSTER ON SITE, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$40.00			
137	CHARGE FOR ADDITIONAL COMPACTOR PULLS, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$85.00			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Solid Waste Handling & Recycling Services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

This is intended to establish two (2) contracts according to the following Groups:

- Group 1: Outside City of Tucson Limits
- Group 2: Inside City of Tucson Limits

You may submit a bid for one or both of the aforementioned Groups. The county makes no guarantee regarding the actual amount of work performed pursuant to a resulting contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This contract will conform to Pima County's Living Wage ordinance.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

(Remainder of Page Intentionally Left Blank)

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	<p>Must possess a Solid Waste Hauler permit issued by the Pima County Department of Environmental Quality to haul refuse pursuant to Title 7 of Pima County Code, Chapter 7.25 Waste Collection.</p> <p>Submit a copy of work permit. For more information regarding the Solid Waste Haulers permit please click here</p>	<input checked="" type="checkbox"/> Yes
2	<p>Must have operated a successful commercial refuse and recycling operation within Pima County for at least three (3) years.</p> <p>Submit letter on company letterhead stating start date of operations in Pima County, address of your operations yard and three current clients with contact names and numbers</p>	<input checked="" type="checkbox"/> Yes
3	<p>Must be a registered Pima County vendor on or before the Due In Date.</p> <p>Provide your vendor number on this line: <u>CVS0003446</u></p>	<input checked="" type="checkbox"/> Yes

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

4.1 Contractor shall furnish all labor, material, vehicles, refuse containers, compactors (including repair services), and any other items or materials necessary to perform the services. All open top dumpsters will have functioning lids and lockbars.

4.2 At beginning of contract, Contractor shall deliver/install or remove all containers/compactors, as required, without additional cost to the County beyond monthly fees established in Exhibit A: Unit Prices- Outside City of Tucson Limits and Exhibit B: Unit Prices- Inside City of Tucson Limits.

- a. Contractor must submit a transition plan within two weeks of contract award that will show days and times service at each site will be transferred. Contractor will be responsible for contacting outgoing vendor and managing the transfer process with them. Transition must be complete by Dec. 1st 2017.
- b. Contractor must work with County to audit trash and recycling amounts during first quarter of service to create a baseline amount at all sites that will be used to determine progress towards improved recycling goals.
- c. At termination of contract contractor must work in a competent manner to assist smooth and efficient transition of services to new vendor.

4.3 Refuse and Recyclables must be collected, hauled to an appropriate processing site and disposed or recycled in a manner that is safe, environmentally acceptable and meets all Federal, State and County regulations. The Contractor is **required** to accept and process the following for recycling:

- a. Aerosol cans – non hazardous types
- b. Aluminum cans, foil, pie plates
- c. Books, phone books, catalogues and magazines
- d. Bubble wrap
- e. Cardboard loose and bailed

- f. CDs and DVDs
- g. Envelopes and file folders
- h. Frozen food boxes and other similar packaging
- i. Glass – non toxic contents, clean
- j. Milk cartons and drink boxes
- k. Molded fiberboard packing
- l. Paper of all types
- m. Plastics #1 through #7
- n. Steel cans (rinsed)

4.4 Contractor must have adequate and good operating equipment that meets the requirements of this agreement. County may inspect the equipment and if found in poor operating condition may request repairs or replacements. All repairs and replacements, including to 30 yd compactors, will be at no cost to the County.

4.5 Contractor shall provide 3 yd., 4 yd., 6 yd., 8 yd. front loading containers with locking mechanisms and 40 yd. roll offs, with equipment and vehicles for the collection, transport and disposal of County refuse and recycling. In addition the contractor will provide 30 yd. compactors for three locations, Main Jail, Juvenile Courts and Kino Stadium with all cost for compactors to be included in monthly fees. Contractor will provide totes and other recyclable collection devices in the quantities necessary for an effective recycling program.

4.6 Contractor shall optimize containers and equipment; actively work to reduce the overall waste removal cost for the County. In addition the Contractor will assist the County in improving the percentage of recyclable materials gathered by 10% per annum. The Contractor will provide assistance in gathering data, analyzing, marketing and improving the County recycling program. Contractor shall provide detailed information that will support the County's overall refuse collection decision-making ability.

4.7 Contractor's personnel shall make all collections in a quiet, orderly manner and shall utilize such noise-control procedures and equipment as may be reasonably expected.

4.10 Points of contact: The Contractor shall establish at least two (2) points of contact, a Contract Manager (CM) and a Collections Supervisor (CS), from within the Contractor's organization to handle all Pima County communications regarding collections or contract performance. CM and CS will provide office and cell phone numbers, and email address. The Points of Contact are required to respond to County needs within 2 hours of County call during normal business hours (M-F, 7 am to 5 pm).

4.11 Contractor shall participate in County meetings when requested. There will be quarterly reviews of service levels and progress to goals.

4.12 Contractor is required to empty the compactor containers with a forklift or A-frame or any equipment relative to this service type. Any spillage should be retrieved and placed in the containers.

4.13 Contractor will retrieve recycling totes from various collection points at County Buildings. Collecting totes will require contractor to enter County buildings and adhere to County security requirements at those buildings.

4.14 Contractor will install guides and stops to position the location of compactor units installed by the Contractor. The fastening and anchors used to secure the guides and stops shall function so they will not pull loose after repeated use.

4.15 Contractor shall be responsible for any and all damages to any Pima County property resulting from the Contractor's operations in the performance of this Agreement, which damages shall be promptly paid or repaired at Contractor's sole expense. Contractor shall obtain the Pima County approval before making any such repairs.

4.16 Service is required Monday through Saturday. Service dates that fall on Holidays may be performed a day before or after the holiday or a date agreed upon by the County.

4.17 The CM shall provide the Project Manager of Pima County Facilities (PCFM) a detailed Operations Schedule. A new schedule shall be submitted within 10 days to the PCFM contract coordinator each time there is a change.

4.18 Contractor shall have access to County sites between 6 AM and 5 PM. Deviations from this schedule must be agreed to in writing between Contractor and County. If an obstruction prohibits timely pick up the route driver should attempt to contact PCFM at contact number provided to see if obstruction can be removed. If it cannot, the driver will note the time, description of obstruction and if a vehicle, the license number, if possible supplying a photo. The information will be relayed to PCFM within two business days.

4.19 If pickups are missed or completed outside the designated times due to an inability or unwillingness to comply with contract requirements, an amount of \$50.00 in liquidated damages per day will be assessed.

4.20 The current quantity and capacity of service for each refuse collection site is shown on Exhibit A: Unit Prices and Exhibit B: Unit Prices. The County reserves the right to modify the service requirements at any time with reasonable advance notice to Contractor. In that case, the unit prices shall be adjusted as per the modified service requirements at a mutually agreed upon amount that is in line with the contract pricing. Additional service sites will have pricing in line with those submitted on Exhibit A: Unit Prices and/or Exhibit B: Unit Prices.

4.21 Contractor shall provide invoice no later than the 10th of each month for services rendered for the previous month. The invoices shall contain itemized charges with format agreed upon by PCFM. Invoices with incorrect charges will be returned to Contractor for correction. Payment will be made after corrected invoice is received. All invoices should be emailed to the PCFM contract coordinator and his assistant.

4.22 Contractor shall provide detailed tonnage, billing, scheduling, information that will support County's decision-making ability.

a. Monthly volume report by tonnage or some measurable means to track monthly volumes of waste and recycling and related costs.

b. Billing by the 10th of the month for the prior month, emailed to the Contract Services Coordinator, the invoice to be in the same order as Exhibit A: Unit Prices- Outside City of Tucson Limits and/or Exhibit B: Unit Prices- Inside City of Tucson Limits, showing site, address, size of container, if locking container, number of containers, frequency of pickup, tonnage, and financial information that relates to those factors. Monthly invoice must be collective invoice and not individual for each site. Special services such as roll offs and additional pick ups should be done on separate invoices.

4.23 Contractor will not invoice for overage charges without first notifying County of overage, day and hour of incident, with photo of container. Charges will not be accepted for payment without this information that should be provided within two business days of incident (pick up). Overage charges will not exceed one per incident and will be at price agreed upon in Exhibit A: Unit Prices and/or Exhibit B: Unit Prices. An overage for a dumpster is defined as unable to safely close the lid and service the dumpster. Small amounts of trash protruding or lifting lid is not considered an overage. The County will not accept "no service" charges, i.e. charges for not being able to make a pick up on regularly scheduled pick up day.

4.24 Requirement specific to Outside City of Tucson Limits: Roll off containers delivered and serviced beyond 25 miles from 150 W Congress are allowed to charge the bid mileage (Exhibit A: line #96) charge for each mile over 25 miles. Mileage charges apply in both directions only for those miles beyond the original 25. Trip charges will be allowed for failed roll off deliveries or pick ups per fees described in fee schedule (Exhibit A: line #94) only if Pima County was notified of the difficulty on the day of the delivery and given every opportunity to correct the problem.

4.25 Requirement specific to Inside City of Tucson Limits: Trip charges will be allowed for failed roll off deliveries or pick ups per fees described in fee schedule (Exhibit B: line #129) only if Pima County was notified of the difficulty on the day of the delivery and given every opportunity to correct the problem.

4.26 Requirement specific to Inside City of Tucson Limits: Refuse collection before 7 AM, M-F, is required at the following sites to avoid difficulty with illegally parked vehicles:

- a. Legal Services 32 N Stone
- b. 33 N. Stone
- c. Downtown Complex 150 W Congress
- d. Public Works 201 N Stone

5. **SUSTAINABILITY:** In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following 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 the 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 within Pima County)?

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM 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 MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

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 revision 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 the County 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 AND SERVICES:

The County Department designated on the issued order (DO or DOM) 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:

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO, DO, or DOM document.

All Invoice documents will reference the County's PO, DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do 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.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines 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 shall submit valid invoice document consistent with the associated PO, DO or DOM to County 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 Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0% if payment tendered within n/a Days as above.

The MA or PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM 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 PO, DO, or DOM 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).

UNIT PRICES (Net 30-day Payment Terms)

See Exhibit A: Unit Prices- Outside City of Tucson Limits

See Exhibit B: Unit Prices- Inside City of Tucson Limits

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO, DO, or DOM document.

Contractor guarantees delivery of product or service per the schedule outlined in Exhibit A: Unit Prices and/or Exhibit B: Unit Prices. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:

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 itemizes them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 264488 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

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. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-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.

Additional Insurance Requirements:

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

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain

a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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

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 shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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.

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

Approval and Modifications:

The Pima County 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. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND:

None.

14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
Addendum 1	8/14/17	Exhibit B – 1	8/14/14		
Exhibit A – 1	8/14/17				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(Remainder of Page Intentionally Left Blank)

BID GROUP

Group 1: Outside City of Tucson Limits Group 2: Inside City of Tucson

Limits 16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Republic Services of Arizona Hauling, LLC

BUSINESS ALSO KNOWN AS: Republic Services

MAILING ADDRESS: 5055 S Swan Rd

CITY/STATE/ZIP: Tucson, AZ 85706

REMIT TO ADDRESS: 5055 S Swan Rd

CITY/STATE/ZIP: Tucson, AZ 85706

CONTACT PERSON NAME/TITLE: Brad Anderson, Account Manager

PHONE: (520) 519-4813

FAX: (520) 745-8857

CONTACT PERSON EMAIL ADDRESS: BAnderson@RepublicServices.com

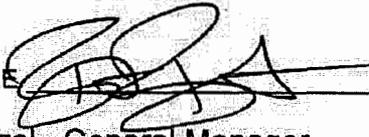
EMAIL ADDRESS FOR ORDERS & CONTRACTS: BAnderson@RepublicServices.com

CORPORATE HEADQUARTERS ADDRESS: 18500 N. Allied Way, Phoenix, AZ 85054

WEBSITE: www.republicservices.com

By signing and submitting these Offer Agreement documents, 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 Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE



DATE:

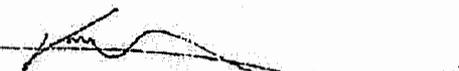
8/17/17

Brett Beitzel, General Manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL:

Approved as to form:


Tobin Rosen, Deputy County Attorney

7/17/17
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Chapter 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

12. SPECIFICATION CHANGES:

County has the right to 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.

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

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. 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 delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or 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 Master Agreement, Purchase Order, 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.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. 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 provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. 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.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. 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.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County 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.

28. 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.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include 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 that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If 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 County reasonably requests 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 defined 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 had given Contractor reasonable time to respond to County's requests for support.

30. 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.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, 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 that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. 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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of 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 the County Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

36. BOOKS 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.

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order 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 Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. 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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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.

40. 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 directly employed by it. 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.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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 Article 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 insure 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 Article is the responsibility of Contractor. In the event that remedial action under this Article 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.

43. 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 otherwise specified and agreed to in writing by County, 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.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Exhibit B: Unit Prices- Inside City of Tucson Limits

Line #	Site #	Site Name	Site Address	size/type**	quantity	pick ups	pick up days	Service	Monthly Fees
1	1	R/SHERIFF SHOOTING RNGE	10001 S RITA RD	6YD	1	1	THUR	Recycle	\$ 38.32
2	1	PC/SHERIFF SHOOTING RANGE	10001 S RITA RD	8YD	1	2	MON & THUR	Trash	\$ 114.31
3	3	Main Library	101 N stone - loading dock	totes	14	2	Mon, Thu	Recycle	\$ 280.00
4	3	PC/MAIN LIBRARY	101 N STONE AVE	6YD	1	6	MON-SAT	Trash	\$ 257.20
5	5	PC/SANTA CRUZ RIVER PARK	1022 W 22ND ST	3YD	1	1	THUR	Trash	\$ 21.43
6	6	PC/HIMMEL LIBRARY	1035 N TREAT AVE	4YD	1	1	WED	Trash	\$ 28.58
7	9	PANTANO WASH PARK	1115 S Pantano Parkway	8 YD	1	2	MON & THUR	Trash	\$ 114.31
8	12		1270 SILVERLAKE RD	30YD	1	2	TUES & FRI	compactor	no bid
9	12	R/Sheriff/Main Jail cardboard	1270 w Silverlake Rd	40yd	1	2	Mon & Fri	Recycle	no bid
10	12	SHERIFF CORRECTION FACILITY	1270 SILVERLAKE RD	40YD	1	3	MON & WED & FRI	Trash	
11	12	PC/SHERIFFS CORRECTION FACILIT	1270 W SILVERLAKE RD	8YD	2	2	MON & THUR	Trash	\$ 228.62
12	13	R/PC FLEET SVCS-VARIOUS	1291 S MISSION RD	6YD	1	1	TUE	Recycle	\$ 38.32
13	13	R/PC FLEET SVCS-VARIOUS	1291 S MISSION RD	8YD	1	1	TUE	Trash	\$ 57.16
14	14	MISSION RD TRANS YD	1313 S MISSION RD #6	40 YD	1	ON CALL	on call	Trash	no bid
15	15	R MISSION RD TRANS YARD	1313 S MISSION RD #12	4YD	1	1	THUR	Recycle	\$ 25.55
16	15	R MISSION RD RECORDS WAREHOUSE	1313 S MISSION RD #21	4YD	1	1	THUR	Recycle	\$ 25.55
17	15	PC/MISSION RD TRANS YARD	1313 S MISSION RD #21	4YD	1	2	MON & THUR	Trash	\$ 57.16
18	16	PC Print Shop	1313 S Mission Rd #27	totes	2	1	Fri	Recycle	\$ 2.95
19	17	PC/MISSION RD TRANS YARD	1313 S MISSION RD #15	6YD	1	1	THUR	Recycle	\$ 38.32
20	17	R/PIMA COUNTY BLDG 28	1313 S MISSION RD #28	6YD	1	1	THUR	Recycle	\$ 38.32
21	17	PC/MISSION RD TRANS YARD	1313 S MISSION RD #28	8YD	1	1	THUR	Trash	\$ 57.16
22	17	PC/MISSION RD TRANS YARD	1313 S MISSION RD #14	8YD	1	1	THUR	Trash	\$ 57.16
23	17	PC/MISSION RD TRANS YARD	1313 S MISSION RD #12	8YD	1	1	THUR	Trash	\$ 57.16
37	18	R/MARTHA COOPER LIBRARY	1377 N CATALINA AVE	3YD	1	1	MON	Recycle	\$ 19.16
25	18	PC/MARTHA COOPER LIBRARY	1377 N CATALINA AVE	6YD	1	1	WED	Trash	\$ 42.87
26	19	PC/SANTA CRUZ RIVER PARK	1387 W IRVINGTON	3YD	1	2	MON & THUR	Trash	\$ 42.87
27	21	Administration Buildings Superior Court	150 W Congress - A level	totes	62	2	Tues, Fri	Recycle	\$ 1,240.00
28	21	PC/HEALTH & WELFARE ADMIN SC - compactor	150 W CONGRESS ST	6YD	1	5	MON-FRI	Trash	\$ 214.34
29	22	HD Warehouse	1505 APACHE COURT	6 YD	1	1	TUES	Trash	\$ 42.87
30	22	Sheriff Warehouse	1505 APACHE COURT	8	1	1	TUES	Trash	\$ 57.16
31	24	R/QUINCIE DOUGLAS LIBR	1585 E 36TH ST	3YD	1	1	TUE	Recycle	\$ 19.16
32	24	PC/QUINCIE DOUGLAS LIBRARY	1585 E 36TH ST	4YD	1	1	FRI	Trash	\$ 28.58
33	25	R/SHERIFF PROP&EVIDENCE	1600 E BENSON HWY	4YD	1	1	WED	Recycle	\$ 25.55
34	25	PC/SHERIFF PROPERTY & EVIDEN	1600 E BENSON HWY	6YD	1	2	TUE & FRI	Trash	\$ 85.73
35	29	PC/RECORDS WAREHOUSE	1640 E BENSON HWY	40yd	1	on call	on call	Recycle	no bid
36	29	PC/RECORDS WAREHOUSE	1640 E BENSON HWY	6YD	1	1	WED	Trash	\$ 42.87
37	30	PC/SHERIFF ANNEX	1650 E BENSON HWY	6YD	1	1	WED	Trash	\$ 42.87
38	35	El Pueblo Library	101 W Irvington	totes	2	1	THUR	Recycle	\$ 20.00
39	35	South WIC	175 W Irvington	totes	2	1	Thur	Recycle	\$ 20.00
40	35	El Pueblo Library	175 W Irvington	6	1	1	MON	Trash	\$ 42.87
41	36	R/SHERIFF ADMIN	1750 E BENSON HWY	8YD	1	3	MON/WED/FRI	Recycle	\$ 153.28
42	36	PC/SHERIFF ADMINISTRATION	1750 E BENSON HWY	8YD	1	5	MON-FRI	Trash	\$ 285.78

Exhibit B: Unit Prices- Inside City of Tucson Limits

Line #	Site #	Site Name	Site Address	size/type**	quantity	pick ups	pick up days	Service	Monthly Fees
43	38	Sheriff Minimum security	1801 S Mission Rd	totes	6	1	Fri	Recycle	\$ 60.00
44	38	PC/SHERIFF CORRECTIONS	1801 S MISSION RD	8YD	1	6	MON-SAT	Trash	\$ 342.94
45	39	PC/SCHOOL ADMIN BUILDING	200 N STONE AVE	6YD	1	2	MON & THUR	Trash	\$ 85.73
46	39	PC/SCHOOL ADMIN BUILDING	200 N STONE AVE	totes	4	1	Thur	Recycle	\$ 40.00
47	40	Public Works Building	201 N Stone - patio	totes	32	2	Mon, Thu	Recycle	\$ 640.00
48	40	PC/PUBLIC WORKS BUILDING	201 N STONE AVE	4YD	2	5	M-F	Trash	\$ 285.78
49	41	R/VALENCIA LIBRARY	202 W VALENCIA RD	3YD	1	1	TUE	Recycle	\$ 19.16
50	41	PC/VALENCIA LIBRARY	202 W VALENCIA RD	3YD	1	2	MON & THUR	Trash	\$ 42.87
51	42	PC /Arroyo Chico	211 S Fremont St	4yd	1	1	WED	Trash	\$ 28.58
52	44	R/CURTIS PARK GYM	2110 W CURTIS RD	6YD	1	1	TUE	Recycle	\$ 38.32
53	44	PC/CURTIS PARK GYM	2110 W CURTIS RD	8YD	1	1	TUES	Trash	\$ 57.16
54	45	JUVENILE COURT	2225 E AJO WAY	30YD	1	1	TUESDAY	compactor	no bid
55	45	R/JUVENILE COURT CENTER	2225 E AJO WAY	6YD	1	3	MON/WED/FRI	Recycle	\$ 114.96
56	45	R/JUVENILE COURT CENTER	2225 E AJO WAY	8YD	1	3	MON/WED/FRI	Recycle	\$ 153.28
57	45	PC/JUVENILE COURT	2225 E AJO WAY	8YD	1	3	MON/WED/FRI	Trash	\$ 171.47
58	45	JUVENILE COURT	2225 E AJO WAY	40YD	1	ON CALL	1 X MONTH NORMAL	Trash	no bid
59	47	PC/CHILDRENS ADVOCACY CENTER	2329 E AJO WAY	6YD	1	3	MON/WED/FRI	Trash	\$ 128.60
60	48	PC Attorney Juvenile	2335 E Ajo Way	totes	1	1M	last W	Recycle	\$ 2.31
61	48	PC Public Defender	2337 E Ajo Way	totes	1	1M	last W	Recycle	\$ 2.31
62	48	PC/PC ATTORNEY/PUBLIC DEFENDER	2335 E AJO WAY	4YD	1	2	TUE & FRI	Trash	\$ 57.16
63	49	R/COLUMBUS LIBRARY	2350 E 22ND ST	4YD	1	1	THUR	Recycle	\$ 25.55
64	49	R/CHLDRENS ADVOCATY CTR	2397 E AJO WAY	4YD	1	1	THUR	Recycle	\$ 25.55
65	50	Public Service Center	240 N Stone	totes	26	1	Thur	Recycle	\$ 260.00
66	50	Public Service Center	240 N Stone	8 YD	1	5	Mon-Fri	Trash	\$ 285.78
67	51	Paseo de las Iglesias - aprk	2405 S Cottonwood Lane	4	1	2	MON, THUR	Trash	\$ 57.16
68	52	PC/STADIUM compactor	2500 E AJO WAY	30YD	1	ON CALL	EVENTS DETERMINE	compactor	no bid
69	52	PC/STADIUM	2500 E AJO WAY	8YD	1	2	Mon and Thurs	Trash	\$ 114.31
70	52	PC/STADIUM	2500 E AJO WAY	4YD	1	1	FRI	Trash	\$ 28.58
71	52	PC STADIUM	2500 E AJO WAY	40YD	1	1	THUR	Trash	no bid
72	52	PC STADIUM	2500 E AJO WAY	3 yd	1	1	THUR	Recycle	\$ 19.16
73	53	PC/SHERIFF SAN XAVIER	2545 E AJO WAY	8YD	1	2	TUE & FRI	Trash	\$ 114.31
74	56	Adult Probation South	2695 E Ajo Way	totes	3	1	Thur	Recycle	\$ 30.00
75	56	PC/ADULT PROBATION SOUTH	2695 E AJO WAY	8YD	1	3	MON/WED/FRI	Trash	\$ 171.47
76	57	Kino Service Ctr	2797 E Ajo Way	totes	6	1	Thur	Recycle	\$ 60.00
77	57	Veterans Center	2801 E Ajo Way	totes	1	1M	last W	Recycle	\$ 2.31
78	57	PC/KINO Veterens Ctr	2801 E AJO WAY	6YD	1	2	TUE & FRI	Trash	\$ 85.73
79	58	PC/MEDICAL EXAMINERS/FORENSIC	2825 E DISTRICT ST	8YD	1	2	TUE & FRI	Trash	\$ 114.31
80	60	Legal Services Building	32 N Stone - 1st Floor alley	totes	38	2	Mon, Thu	Recycle	\$ 760.00
81	60	PC/LEGAL SERVICES BUILDING	32 N STONE AVE	4YD	2	5	MON-FRI	Trash	\$ 16.50
82	61	PC/N Stone Building	33 N Stone - loading dock	totes	36	2	Mon, Thu	Recycle	\$ 720.00
83	61	PC/N Stone Building compactor	33 N STONE AVE	6YD	1	5	MON-FRI	Trash	\$ 214.34
84	65	PC/SAM LENA PARK	3400 S COUNTRY CLUB RD	6YD	1	2	TUES & FRI	Trash	\$ 85.73

Exhibit B: Unit Prices- Inside City of Tucson Limits

Line #	Site #	Site Name	Site Address	size/type**	quantity	pick ups	pick up days	Service	Monthly Fees
85	66	R/PE COC BUILDING	3434 E 22ND ST	6YD	1	1	TUE	Recycle	\$ 38.32
86	66	PC/PE COC BUILDING	3434 E 22ND ST	6YD	1	1	FRI	Trash	\$ 42.87
87	68	R/WOODS LIBRARY	3455 N 1ST AVE	3YD	1	1	MON	Recycle	\$ 19.16
88	68	PC/WOODS LIBRARY	3455 N 1ST AVE	6YD	1	1	TUES	Trash	\$ 42.87
89	69	PC/RILLITO RIVER PARK	3460 N SWAN RD	4YD	1	1	FRI	Trash	\$ 28.58
90	72	PC/WILLIE BLAKE JR PARK	3525 S NACO VISTA	6YD	1	1	FRI	Trash	\$ 42.87
91	75	Health Dept. North	3550 First Ave	totes	3	1	Thur	Recycle	\$ 30.00
92	76	PC STADIUM SOCCER	3550 S COUNTRY CLUB RD	4 yd	1	2	TUE & FRI	Trash	\$ 57.16
93	78	PC/MISSION LIBRARY	3770 S MISSION RD	4YD	1	1	TUES	Trash	\$ 28.58
94	79	Adult Probation West	3781 N Highway Dr. #109	totes	1	1	Thur	Recycle	\$ 10.00
95	80	PC/RANDOLPH PARK 1253	3805 E 22ND ST	6YD	1	1	WED	Trash	\$ 42.87
96	81	Abrams	3950 S Country Club	totes	16	1	WED	Recycle	\$ 160.00
97	81	R/ABRAMS-FORENSIC	3950 S COUNTRY CLUB RD	8YD	1	5	mon-fri	Recycle	\$ 255.47
98	81	PC/KINO PUBLIC HEALTH ABRAMS	3950 S COUNTRY CLUB RD	8YD	2	5	mon-fri	Trash	\$ 571.56
99	83	R/ANIMAL CONTROL	4000 N SILVERBELL RD	4YD	1	2	Mon, Thur	Recycle	\$ 51.09
100	83	PC/ANIMALCARE CENTER	4000 N SILVERBELL RD	8 YD	1	6	Mon-Sat	Trash	\$ 342.94
101	84	PC/FOOTHILLS PARK	4001 E RIVER RD	8YD	1	3	MON/WED/FRI	Trash	\$ 171.47
100	85	R/MEHL PARK	4010 E RIVER RD	8YD	1	1	WED	Recycle	\$ 51.09
101	89	PC/COLUMBUS LIBRARY	4350 E 22ND ST	6yd	1	1	THUR	Trash	\$ 42.87
102	92	PC/RILLITO RACE TRACK	4502 N 1ST #0001 AVE	8YD	1	1	TUE	Trash	\$ 57.16
103	92	PC/RILLITO RACE TRACK	4502 N 1ST #0001 AVE	6YD	2	2	TUE & FRI	Trash	\$ 171.47
104	94	R/TRANS HOUGHTON HWY YD	4750 S HOUGHTON	4YD	1	1/2 W	Every other MON	Recycle	\$ 12.77
105	94	PC/HOUGHTON RD TRANS YARD	4900 S HOUGHTON RD	4YD	1	1	THUR	Trash	\$ 28.58
106	102	PC/WILMOT LIBRARY	530 N WILMOT RD	4YD	1	1	Thur	Recycle	\$ 25.55
107	102	PC/WILMOT LIBRARY	530 N WILMOT RD	6YD	1	1	TUES	Trash	\$ 42.87
108	107	PC/RILLITO RIVER PARK	5707 N CAMINO DE LA TIER	6YD	1	1	TUES	Trash	\$ 42.87
109	109	PC/DAN FELIX PARK	5790 N CAMINO DE LA TIER	6YD	1	1	TUES	Trash	\$ 42.87
110	116	PC/LITTLETOWN PARK	6465 S CRAYCROFT RD	6YD	1	2	MON & THUR	Trash	\$ 85.73
111	116	PC/LITTLETOWN PARK	6465 S CRAYCROFT RD	8YD	2	2	MON & THUR	Trash	\$ 228.62
112	118	R/ELECTIONS BUILDING	6550 S COUNTRY CLUB RD	4YD	1	2	MON & THUR	Recycle	\$ 51.09
113	118	PC/ELECTIONS BUILDING	6550 S COUNTRY CLUB RD	6YD	1	3	MON/WED/FRI	Trash	\$ 128.60
114	121	R/HEALTH DEPT- EASTSIDE	6920 E BROADWAY BLVD	6YD	1	1	WED	Recycle	\$ 38.32
115	121	PC/HEALTH EAST SIDE	6920 E BROADWAY BLVD	6YD	1	3	MON/WED/FRI	Trash	\$ 128.60
116	125	PC/SANTA CRUZ RIVER PARK	758 N RIVERSIDE DR	4YD	1	2	MON & THUR	Trash	\$ 57.16
117	128	El Banco	801 W Congress	totes	1	1m	mid M	Recycle	\$ 2.31
118	128	PC/BANCO BUILDING	801 W CONGRESS ST	4YD	1	1	WED	Trash	\$ 28.58
119	129	R/ADULT PROBATION E-OFc	8180 E BROADWAY BLVD	3yd	1	1	WED	Recycle	\$ 19.16
120	129	PC/ADULT PROBATION EAST	8180 E BROADWAY BLVD	4YD	1	2	TUES & FRI	Trash	\$ 57.16
121	133	Bear Canyon Library	8959 Tanque Verde Rd	totes	2	1	Tues	Recycle	\$ 20.00
122	133	BEAR CANYON LIBRARY	8959 TANQUE VERDE RD E	6FL	1	1	Wed	Trash	\$ 42.87
123	134	Rincon Sheriff	8999 E Tanque Verde	totes	2	1M	first W	Recycle	\$ 4.62
124	134	PC/SHERIFF RINCON	8999 E TANQUE VERDE RD	3YD	1	2	MON & THUR	Trash	\$ 42.87

Exhibit B: Unit Prices- Inside City of Tucson Limits

Line #	Site #	Site Name	Site Address	size/type**	quantity	pick ups	pick up days	Service	Monthly Fees	
		Additional Services	Per Occasion, Month, tonnage or mile	Estimated Annual	Unit Prices			Annual Charge	Total Monthly Services	\$ 12,814.56
125		Front Load - Extra Service Pick Up	P/O	50	\$ 25.00			\$1,250.00		
126		Overage charge for overstuffed dumpster	P/O	50	\$ 10.00			\$500.00		
127		40 yd Roll Off Monthly Rental - Including Delivery	P/M	150	\$ 4.00			\$600.00		
128		40 yd Roll Off Pull Service - each event	P/O	300	\$ 85.00			\$25,500.00		
129		40 yd Roll Off Trip Charge - each event	P/O	80				\$0.00		
130		30 yd Self-Contained Compactor Lease/Maintenance Charge	P/M	36	\$ 310.00			\$11,160.00		
131		30 yd Compactor Pull Service - each event	P/O	220	\$ 85.00			\$18,700.00		
132		Cost for Roll Off and Compactor Landfill Tonnage	P/T	2000	\$ 28.00			\$56,000.00		
133		Charge for relocating dumpster on site	P/O	10	\$ 40.00			\$400.00		
134		Charge for additional compactor pulls	P/O	10	\$ 85.00			\$850.00		
135		Payment for cardboard bundled	P/T	25	\$ 25.00			-\$625.00		
136		Payment for Cardboard in roll offs or dumpsters (loose)	P/T	25	\$ 25.00			-\$625.00		
137		Payment for white bond in totes	P/T	15	\$ 25.00			-\$375.00		
138		Payment for mixed bond in roll offs or dumpsters	P/T	5	\$ 25.00			-\$125.00		
								\$113,210.00	Total Additional Services Annual	
								\$266,984.72	Annualized Total	

Green - site of potential rebate material
 Orange - site of County leased compactor
 Blue - site of rebate normally provided compactor

** All open top dumpsters must have locking bar

Vendor may add as many rebate recyclable lines as they wish with respective pricing. These lines will not be calculated for cost but will be considered as a benefit for the RFP.

no bid - these items priced in Additional Services



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 1800000000000000067

MA Version: 1

Page: 1 of 6

Description: Solid Waste Handling & Recycling Services- Outside COT

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MEAGAN LYNCH
	Phone: 5207249071
	Email: Meagan.Lynch@pima.gov

T E R M S	Initiation Date: 11-01-2017	
	Expiration Date: 10-31-2018	
	NTE Amount: \$143,000.00 Used Amount: \$0.00	

V E N D O R	DIGGINS & SONS POWER SWEEPING INC	Contact: Don Feitl
	DBA: DIGGINS ENVIRONMENTAL SERVICES	Phone: 520-624-1744
	PO BOX 26906	Email: feitld@digginsenvironmental.com
	TUCSON AZ 85726-6906	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$143,000.00 and includes four (4) one-year renewal options. Attachment: Offer Agreement	

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

MASTER AGREEMENT DETAILS



Master Agreement No: 1800000000000000067

MA Version: 1

Page: 2 of 6

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
2	PIMA COUNTY WASTEWATER, 10050 COACHLINE BLVD N, 2FL, 1 PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$17.23			
3	THREE POINTS VET. MEMORIAL, 10211 SASABE PARK S, 4FL, 1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
4	PC WASTEWATER FACILIT, 1100 SAHUARITA RD W, 8FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$68.93			
5	CONTINENTAL COMMUNITY, 1100 WHITEHOUSE CANYON RD, 3FL, 1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.85			
6	R AND R SHOOTING RANGE, 11296 HARRISON RD S, 8FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
7	R AND R SHOOTING RANGE, 11296 HARRISON RD S, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
8	AGUA CALIENTE PARK, 12325 ROGER RD E, 4FL, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
9	RILLITO RIVER WEST, 1461 RIVER TERRACE DR W, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
10	R/CATALINA SHERRIFF/LIB, 15631 N ORACLE RD, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$18.71			
11	LINDSEY CTR, 1602 S 3RD ST, TOTES, 1PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$33.00			
12	LINDSEY CTR, 1602 S 3RD ST, 2FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$17.23			
13	R/SAM LENA LIBRARY, 1607 S 6TH AVE, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$18.71			
14	R/SAM LENA LIBRARY, 1609 6TH AVE S, 2FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$17.23			
15	R/SHERIFF SUB 3 POINTS, 16140 W AJO WAY, 4YD, 2PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12.47			
16	SHERIFF SUBSTATION 3 PTS, 16140 AJO WAY W, 8FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
17	CATALINA REC CENTER, 16562 ORACLE RD N, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
18	FLOWING WELLS CC, 1660 RUTHRAUFF RD W, 6FL, 1PI/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
19	ARIVACA LIBRARY, 17050 ARIVACA RD W, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
20	R/FLOWING WELLS LIBRARY, 1730 W WETMORE RD, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$18.71			



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 1800000000000000067

MA Version: 1

Page: 3 of 6

Line	Description					
21	FLOWING WELLS LIBRARY, 1730 WETMORE RD W, 4FL, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
22	SUMMIT PARK, 1800 SUMMIT ST E, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
23	CURTIS PARK, 2110 CURTIS RD W, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
24	LAS ARTES LEARNING CENTER, 23 W 7TH ST, TOTES 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$136.50			
25	LAS ARTES LEARNING CENTER, 23 27TH ST W, 4FL 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
26	LINDA VISTA PARK, 2600 CAMINO DEL GRIJALVA, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$22.60			
27	MEADOWBROOK PARK, 2635 SANBROOK LN W, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.20			
28	R/WESC, 2955 CALLE AGUA NUEVA W, 8YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$49.88			
29	PC WASTEWATER WESC, 2955 CALLE AGUA NUEVA W, 4FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
30	CONVEYANCE WW, 3233 N DODEG BLVD, 4YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
31	CONVEYANCE WW, 3233 N DODEG BLVD, 3YD, 1 PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$18.71			
32	MISSION RIDGE PARK, 3300 TUCKER ST W, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
33	R/WASTE WATER MGMT, 3390 N RICHEY BLVD, 3YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$18.71			
34	PIMA COUNTY OPERATIONS, 3390 RICHEY BLVD N, 8FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
35	RILLITO RIVER PARK, 3455 CRAYCROFT RD N, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
36	R/PIMA COUNTY PARKS/REC, 3500 W RIVER RD, 6YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$74.82			
37	PARKS AND RECREATION ADMIN, 3500 RIVER RD W, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
38	RICHARDSON PARK, 3501 GREEN TREES DR W, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
39	R/CATALINA COMM SVC BLG, 3535 E HAWSER ST, 8YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$49.88			



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000067

MA Version: 1

Page: 4 of 6

Line	Description					
40	PIMA CATALINA COMMUNITY SVCS, 3535 HAWSER ST E, 4FL, 2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
41	MCKEE HOUSE, 3536 EDITH BLVD N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$103.40			
42	BRANDI FENTON PARK, 3572 RIVER RD E, 8FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$241.09			
43	SULLIVAN JACKSON, 400 E 26TH ST, TOTES, 1PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$33.00			
44	MCDONALD PARK, 4100 HARRISON RD N, 8FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$241.09			
45	CATALINA PARK, 4135 TROTTER PL E, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
46	PIMA COUNTY EXTENSION, 4210 CAMPBELL AVE N, 8YD, 2PU/WEEK,					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$120.55			
47	DENNY DUNN PARK, 4400 MASSINGALE RD W, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
48	WIC ROMERO, 4500 OLD ROMERO RD N, 4FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
49	PIMA COUNTY WASTEWATER FA, 4527 WALKER RD W, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$24.94			
50	PIMA COUNTY WASTEWATER FA, 4527 WALKER RD W, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
51	CHILDRENS MEMORIAL PARK, 4851 15TH PL N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
52	VESEY PARK, 4999 BUTTS RD S, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
53	PIMA COUNTY VOCATIONAL HIGH SC, 5025 INA RD W, 3FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25.85			
54	PIMA COUNTY SOLID WASTE, 5031 INA RD W, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
55	MANZANITA PARK, 5200 SAN JOAQUIN AVE, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$361.64			
56	CANOA RANCH, 5375 I 19 FRONTAGE RD S, 8FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
57	LOS NINOS PARK, 5432 BRYANT AVE S, 8FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$120.55			
58	FLOWING WELLS PARK, 5510 SHANNON RD N, 4FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$120.55			



MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 1800000000000000067

MA Version: 1

Page: 5 of 6

Line	Description					
59	PICTURE ROCKS PARK, 5615 SANDERS RD N, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
60	CDO RIVER PARK, 7773 N SHANNON, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
61	PARKS AND RECREATION, 5711 TRES NOGALES RD N, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
62	PICTURE ROCKS COMMUNITY CENTER, 5815 SANDERS RD, 8FL, 1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
63	R/GREEN VALLEY GOV'T, 601 N LA CANADA DR, 4YD, 2PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12.90			
64	GREEN VALLEY GOVERNMENT, 601 LA CANADA DR N, 3FL, 4PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
65	GREEN VALLEY GOVERNMENT, 601 LA CANADA DR N, 4FL, 4PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$120.55			
66	WILDWOOD PARK, 6201 PARSLEY N, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
67	CASAS ADOBES PK, 6262 ORACLE JAYNES STA. RD N N, 6FL,1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
68	R/SHERIFF SUB PICTURE, 6265 N SANDARIO RD, 4YD, 2PU/MONTH					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12.90			
69	SD SUBSTATION PICTURE RCK, 6265 SANDARIO RD N, 4FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.27			
70	CARDINAL PARK, 6500 CARDINAL RD S, 6FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
71	STAR VALLEY COMMUNITY PK, 6852 BRIGHTWATER WAY W, 6FL,1PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$45.21			
72	LAWRENCE PARK, 6855 MARK RD S, 6FL,2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
73	SPORTS PARK FEL, 6901 CASA GRANDE HWY N, 8FL,3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$340.86			
74	R/INA RD WASTE WATER TR, 7101 N CASA GRANDE HWY, 6YD, 2PU/WK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$193.29			
75	PC WASTEWATER FA, 7101 CASA GRANDE HWY N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$511.29			
76	R/SAHUARITA LIBRARY, 725 W VIA RANCHO SAHUARITA, 4YD, 2PU/MO					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12.90			

MASTER AGREEMENT DETAILS



Master Agreement No: 1800000000000000067

MA Version: 1

Page: 6 of 6

Line	Description					
77	R/NANINI LIBRARY/SHERIF, 7300 N SHANNON RD, 4YD, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$49.88			
78	NANINI GOVERNMENT CTR, 7300 SHANNON RD N, 4FL, 3PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
79	YMCA CENTER PARK, 7600 MONA LISA RD N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$180.82			
80	R/ABBETT LIBRARY,7800 N SCHISLER DR, 4YD, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$24.94			
81	ABBETT LIBRARY,7800 SCHISLER DR N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$90.41			
82	GILBERT RAY PARK, 8451 W MCCAIN LOOP, 4FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$344.67			
83	SUNSET POINT PARK,8535 STAR GRASS DR N, 4FL, 1PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$30.14			
84	ARTHUR PACK PARK, 9101 THORNYDALE RD N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$180.82			
85	ARTHUR PACK PARK, 9101 THORNYDALE RD N, 6FL, 2PU/WEEK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$180.82			
86	FRONT LOAD-EXTRA SERVICE PICK UP, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.00			
87	OVERAGE CHARGE FOR OVERSTUFFED DUMPSTER, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
88	40YD ROLL OFF MONTHLY RENTAL-INCLUDING DELIVERY, P/M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$89.00			
89	40YD ROLL OFF TRIP CHARGE-EACH EVENT, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
90	COST FOR ROLL OFF MONTHLY LANDFILL TONNAGE, P/T					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$27.00			
91	MILEAGE CHARGE ROLL OFF PULL/DELIVERY OVER 25 MILE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$1.50			
92	CHARGE FOR RELOCATING DUMPSTER ON SITE, P/O					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Solid Waste Handling & Recycling Services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

This is intended to establish two (2) contracts according to the following Groups:

- Group 1: Outside City of Tucson Limits
- Group 2: Inside City of Tucson Limits

You may submit a bid for one or both of the aforementioned Groups. The county makes no guarantee regarding the actual amount of work performed pursuant to a resulting contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This contract will conform to Pima County's Living Wage ordinance.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

(Remainder of Page Intentionally Left Blank)

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK IF APPLICABLE RESPONSE CORRESPONDING AGREEMENT WITH THE REQUIREMENT
1	<p>Must possess a Solid Waste Hauler permit issued by the Pima County Department of Environmental Quality to haul refuse pursuant to Title 7 of Pima County Code, Chapter 7.25 Waste Collection.</p> <p>Submit a copy of work permit.</p> <p>For more information regarding the Solid Waste Haulers permit please click here</p>	<input checked="" type="checkbox"/> Yes
2	<p>Must have operated a successful commercial refuse and recycling operation within Pima County for at least three (3) years.</p> <p>Submit letter on company letterhead stating start date of operations in Pima County, address of your operations yard and three current clients with contact names and numbers</p>	<input checked="" type="checkbox"/> Yes
3	<p>Must be a registered Pima County vendor on or before the Due In Date.</p> <p>Provide your vendor number on this line: <u>CVS 0004721</u></p>	<input checked="" type="checkbox"/> Yes

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

4.1 Contractor shall furnish all labor, material, vehicles, refuse containers, compactors (including repair services), and any other items or materials necessary to perform the services. All open top dumpsters will have functioning lids and lockbars.

4.2 At beginning of contract, Contractor shall deliver/install or remove all containers/compactors, as required, without additional cost to the County beyond monthly fees established in Exhibit A: Unit Prices- Outside City of Tucson Limits and Exhibit B: Unit Prices- Inside City of Tucson Limits.

- a. Contractor must submit a transition plan within two weeks of contract award that will show days and times service at each site will be transferred. Contractor will be responsible for contacting outgoing vendor and managing the transfer process with them. Transition must be complete by Dec. 1st 2017.
- b. Contractor must work with County to audit trash and recycling amounts during first quarter of service to create a baseline amount at all sites that will be used to determine progress towards improved recycling goals.
- c. At termination of contract contractor must work in a competent manner to assist smooth and efficient transition of services to new vendor.

4.3 Refuse and Recyclables must be collected, hauled to an appropriate processing site and disposed or recycled in a manner that is safe, environmentally acceptable and meets all Federal, State and County regulations. The Contractor is **required** to accept and process the following for recycling:

- a. Aerosol cans – non hazardous types
- b. Aluminum cans, foil, pie plates
- c. Books, phone books, catalogues and magazines
- d. Bubble wrap
- e. Cardboard loose and bailed

- f. CDs and DVDs
- g. Envelopes and file folders
- h. Frozen food boxes and other similar packaging
- i. Glass – non toxic contents, clean
- j. Milk cartons and drink boxes
- k. Molded fiberboard packing
- l. Paper of all types
- m. Plastics #1 through #7
- n. Steel cans (rinsed)

4.4 Contractor must have adequate and good operating equipment that meets the requirements of this agreement. County may inspect the equipment and if found in poor operating condition may request repairs or replacements. All repairs and replacements, including to 30 yd compactors, will be at no cost to the County.

4.5 Contractor shall provide 3 yd., 4 yd., 6 yd., 8 yd. front loading containers with locking mechanisms and 40 yd. roll offs, with equipment and vehicles for the collection, transport and disposal of County refuse and recycling. In addition the contractor will provide 30 yd. compactors for three locations, Main Jail, Juvenile Courts and Kino Stadium with all cost for compactors to be included in monthly fees. Contractor will provide totes and other recyclable collection devices in the quantities necessary for an effective recycling program.

4.6 Contractor shall optimize containers and equipment; actively work to reduce the overall waste removal cost for the County. In addition the Contractor will assist the County in improving the percentage of recyclable materials gathered by 10% per annum. The Contractor will provide assistance in gathering data, analyzing, marketing and improving the County recycling program. Contractor shall provide detailed information that will support the County's overall refuse collection decision-making ability.

4.7 Contractor's personnel shall make all collections in a quiet, orderly manner and shall utilize such noise-control procedures and equipment as may be reasonably expected.

4.10 Points of contact: The Contractor shall establish at least two (2) points of contact, a Contract Manager (CM) and a Collections Supervisor (CS), from within the Contractor's organization to handle all Pima County communications regarding collections or contract performance. CM and CS will provide office and cell phone numbers, and email address. The Points of Contact are required to respond to County needs within 2 hours of County call during normal business hours (M-F, 7 am to 5 pm).

4.11 Contractor shall participate in County meetings when requested. There will be quarterly reviews of service levels and progress to goals.

4.12 Contractor is required to empty the compactor containers with a forklift or A-frame or any equipment relative to this service type. Any spillage should be retrieved and placed in the containers.

4.13 Contractor will retrieve recycling totes from various collection points at County Buildings. Collecting totes will require contractor to enter County buildings and adhere to County security requirements at those buildings.

4.14 Contractor will install guides and stops to position the location of compactor units installed by the Contractor. The fastening and anchors used to secure the guides and stops shall function so they will not pull loose after repeated use.

4.15 Contractor shall be responsible for any and all damages to any Pima County property resulting from the Contractor's operations in the performance of this Agreement, which damages shall be promptly paid or repaired at Contractor's sole expense. Contractor shall obtain the Pima County approval before making any such repairs.

4.16 Service is required Monday through Saturday. Service dates that fall on Holidays may be performed a day before or after the holiday or a date agreed upon by the County.

4.17 The CM shall provide the Project Manager of Pima County Facilities (PCFM) a detailed Operations Schedule. A new schedule shall be submitted within 10 days to the PCFM contract coordinator each time there is a change.

4.18 Contractor shall have access to County sites between 6 AM and 5 PM. Deviations from this schedule must be agreed to in writing between Contractor and County. If an obstruction prohibits timely pick up the route driver should attempt to contact PCFM at contact number provided to see if obstruction can be removed. If it cannot, the driver will note the time, description of obstruction and if a vehicle, the license number, if possible supplying a photo. The information will be relayed to PCFM within two business days.

4.19 If pickups are missed or completed outside the designated times due to an inability or unwillingness to comply with contract requirements, an amount of \$50.00 in liquidated damages per day will be assessed.

4.20 The current quantity and capacity of service for each refuse collection site is shown on Exhibit A: Unit Prices and Exhibit B: Unit Prices. The County reserves the right to modify the service requirements at any time with reasonable advance notice to Contractor. In that case, the unit prices shall be adjusted as per the modified service requirements at a mutually agreed upon amount that is in line with the contract pricing. Additional service sites will have pricing in line with those submitted on Exhibit A: Unit Prices and/or Exhibit B: Unit Prices.

4.21 Contractor shall provide invoice no later than the 10th of each month for services rendered for the previous month. The invoices shall contain itemized charges with format agreed upon by PCFM. Invoices with incorrect charges will be returned to Contractor for correction. Payment will be made after corrected invoice is received. All invoices should be emailed to the PCFM contract coordinator and his assistant.

4.22 Contractor shall provide detailed tonnage, billing, scheduling, information that will support County's decision-making ability.

a. Monthly volume report by tonnage or some measurable means to track monthly volumes of waste and recycling and related costs.

b. Billing by the 10th of the month for the prior month, emailed to the Contract Services Coordinator, the invoice to be in the same order as Exhibit A: Unit Prices- Outside City of Tucson Limits and/or Exhibit B: Unit Prices- Inside City of Tucson Limits, showing site, address, size of container, if locking container, number of containers, frequency of pickup, tonnage, and financial information that relates to those factors. Monthly invoice must be collective invoice and not individual for each site. Special services such as roll offs and additional pick ups should be done on separate invoices.

4.23 Contractor will not invoice for overage charges without first notifying County of overage, day and hour of incident, with photo of container. Charges will not be accepted for payment without this information that should be provided within two business days of incident (pick up). Overage charges will not exceed one per incident and will be at price agreed upon in Exhibit A: Unit Prices and/or Exhibit B: Unit Prices. An overage for a dumpster is defined as unable to safely close the lid and service the dumpster. Small amounts of trash protruding or lifting lid is not considered an overage. The County will not accept "no service" charges, i.e. charges for not being able to make a pick up on regularly scheduled pick up day.

4.24 Requirement specific to Outside City of Tucson Limits: Roll off containers delivered and serviced beyond 25 miles from 150 W Congress are allowed to charge the bid mileage (Exhibit A: line #96) charge for each mile over 25 miles. Mileage charges apply in both directions only for those miles beyond the original 25. Trip charges will be allowed for failed roll off deliveries or pick ups per fees described in fee schedule (Exhibit A: line #94) only if Pima County was notified of the difficulty on the day of the delivery and given every opportunity to correct the problem.

4.25 Requirement specific to Inside City of Tucson Limits: Trip charges will be allowed for failed roll off deliveries or pick ups per fees described in fee schedule (Exhibit B: line #129) only if Pima County was notified of the difficulty on the day of the delivery and given every opportunity to correct the problem.

4.26 Requirement specific to Inside City of Tucson Limits: Refuse collection before 7 AM, M-F, is required at the following sites to avoid difficulty with illegally parked vehicles:

- a. Legal Services 32 N Stone
- b. 33 N. Stone
- c. Downtown Complex 150 W Congress
- d. Public Works 201 N Stone

5. SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following 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 the 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 within Pima County)?

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM 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 MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

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 revision 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 the County 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 AND SERVICES:

The County Department designated on the issued order (DO or DOM) 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:

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO, DO, or DOM document.

All Invoice documents will reference the County's PO, DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do 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.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines 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 shall submit valid invoice document consistent with the associated PO, DO or DOM to County 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 Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within _____ Days as above.

The MA or PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM 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 PO, DO, or DOM 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).

UNIT PRICES (Net 30-day Payment Terms)

See **Exhibit A: Unit Prices- Outside City of Tucson Limits**

See **Exhibit B: Unit Prices- Inside City of Tucson Limits**

9. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO, DO, or DOM document.

Contractor guarantees delivery of product or service per the schedule outlined in Exhibit A: Unit Prices and/or Exhibit B: Unit Prices. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County:

10. TAXES, FEES, EXPENSES:

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 itemizes them.

11. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 264488 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

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. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-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.

Additional Insurance Requirements:

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

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain

a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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

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 shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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.

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

Approval and Modifications:

The Pima County 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. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND:

None.

14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
Addendum NO. 1	8/14/17				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(Remainder of Page Intentionally Left Blank)

BID GROUP

Group 1: Outside City of Tucson Limits Group 2: Inside City of Tucson Limits

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: DIGGINS & SONS POWER SWEEPING INC

BUSINESS ALSO KNOWN AS: DIGGINS ENVIRONMENTAL SERVICES

MAILING ADDRESS: PO BOX 26906

CITY/STATE/ZIP: TUCSON, AZ 85726

REMIT TO ADDRESS: PO BOX 26906

CITY/STATE/ZIP: TUCSON, AZ 85726

CONTACT PERSON NAME/TITLE: Matthew Diggins, Vice President of Sales

PHONE: 520-419-0542 CELL 520-624-1744 OFC **FAX:** 520-624-3554

CONTACT PERSON EMAIL ADDRESS: matthew@digginsenvironmental.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: joannediggins@digginsandsons.com

CORPORATE HEADQUARTERS ADDRESS: 1500 E. 17TH ST, TUCSON, AZ 85719

WEBSITE: www.digginsenvironmental.com

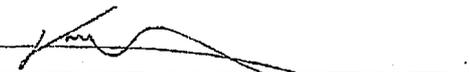
By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE:  **DATE:** 08/17/17

Matthew Diggins, Vice President of Sales
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-419-0542 matthew@digginsenvironmental.com

Approved as to form:


Tobin Rosen, Deputy County Attorney

7/17/17
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Chapter 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

12. SPECIFICATION CHANGES:

County has the right to 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.

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

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. 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 delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or 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 Master Agreement, Purchase Order, 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.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. 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 provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. 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.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. 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.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County 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.

28. 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.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include 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 that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If 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 County reasonably requests 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 defined 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 had given Contractor reasonable time to respond to County's requests for support.

30. 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.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, 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 that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. 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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of 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 the County Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

36. BOOKS 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.

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order 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 Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. 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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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.

40. 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 directly employed by it. 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.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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 Article 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 insure 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 Article is the responsibility of Contractor. In the event that remedial action under this Article 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.

43. 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 otherwise specified and agreed to in writing by County, 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.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Exhibit A: Unit Prices- Outside City of Tucson Limits

Line #	Site #	Site Name	Site Address	size/type**	quantity	pick ups	pick up days	Service	Monthly Fees
1	2	PIMA COUNTY WASTEWATER	10050 COACHLINE BLVD N	2FL	1	1	Thur	Trash	\$ 17.23
2	4	THREE POINTS VETERANS MEMORIAL	10211 SASABE PARK S	4FL	1	1	Mon	Trash	\$ 30.14
3	7	PIMA COUNTY WASTEWATER FACILIT	1100 SAHUARITA RD W	8FL	1	1	Mon	Trash	\$ 68.93
4	8	CONTINENTAL COMMUNITY	1100 WHITEHOUSE CANYON RD	3FL	1	1	Wed	Trash	\$ 25.85
5	10	R AND R SHOOTING RANGE	11296 HARRISON RD S	8FL	1	1	Wed	Trash	\$ 60.27
6	10	R AND R SHOOTING RANGE	11296 HARRISON RD S	6FL	1	1	Wed	Trash	\$ 45.21
7	11	AGUA CALIENTE PARK	12325 ROGER RD E	4FL	3	1	Tues	Trash	\$ 90.41
8	11	AGUA CALIENTE PARK	12325 ROGER RD E	40 yd	1	ON CALL	on call	Trash	no bid
9	20	RILLITO RIVER WEST	1461 RIVER TERRACE DR W	6FL	1	2	MON & THUR	Trash	\$ 90.41
10	23	R/CATALINA SHERRIFF/LIB	15631 N ORACLE RD	3YD	1	1	WED	Recycle	\$ 18.71
11	26	Lindsey Ctr	1602 S 3rd st	totes	1	1M	mid Month	Recycle	\$ 33.00
12	26	LINDSEY CENTER	1602 3RD AVE S	2FL	1	1	Thur	Trash	\$ 17.23
13	27	R/SAM LENA LIBRARY	1607 S 6TH AVE	3YD	1	1	TUE	Recycle	\$ 18.71
14	27	SAM LENA LIBRARY	1609 6TH AVE S	2FL	1	1	Thur	Trash	\$ 17.23
15	28	R/SHERIFF SUB 3 POINTS	16140 W AJO WAY	4YD	1	1/2 W	THUR every other	Recycle	\$ 12.47
16	28	SHERIFF SUBSTATION 3 PTS	16140 AJO WAY W	8FL	1	1	Mon	Trash	\$ 60.27
17	31	CATALINA REC CENTER	16562 ORACLE RD N	6FL	1	1	Thur	Trash	\$ 45.21
18	32	FLOWING WELLS CC	1660 RUTHRAUFF RD W	6FL	1	1	Tue	Trash	\$ 45.21
19	33	ARIVACA LIBRARY	17050 ARIVACA RD W	4FL	1	1	Sat	Trash	\$ 30.14
20	34	R/FLOWING WELLS LIBRARY	1730 W WETMORE RD	3YD	1	1	WED	Recycle	\$ 18.71
21	34	FLOWING WELLS LIBRARY	1730 WETMORE RD W	4FL	1	3	Mon, Wed, Fri	Trash	\$ 90.41
22	37	SUMMIT PARK	1800 SUMMIT ST E	4FL	1	1	Fri	Trash	\$ 30.14
23	43	CURTIS PARK	2110 CURTIS RD W	6FL	1	2	TUE & FRI	Trash	\$ 90.41
24	44	GREEN VALLEY WRF	19600 S OLD NOGALES HWY	40 YD	1	ON CALL	on call	Trash	no bid
25	46	Las Artes Learning Ctr	23 W 27th St	totes	2	1	Tues	Recycle	\$ 136.50
26	46	LAS ARTES LEARNING CENTER	23 27TH ST W	4FL	1	1	Thur	Trash	\$ 30.14
27	54	Linda Vista Park	2600 Camino del Grijalva	3YD	1	1	Tue	Trash	\$ 22.60
28	55	MEADOWBROOK PARK	2635 SANBROOK LN W	6FL	1	1	Tue	Trash	\$ 45.20
29	59	R/WESC	2955 CALLE AGUA NUEVA W	8YD	1	1	WED	Recycle	\$ 49.88
30	59	PIMA COUNTY WASTEWATER WESC	2955 CALLE AGUA NUEVA W	4FL	1	2	Tue, Fri	Trash	\$ 60.27
31	62	CONVEYANCE WW	3233 N Dodge Blvd	4YD	1	1	WED	Trash	\$ 30.14
32	62	CONVEYANCE WW	3233 N Dodge Blvd	3 YD	1	1	TUE	Recycle	\$ 18.71
33	63	MISSION RIDGE PARK	3300 TUCKER ST W	6FL	1	1	Wed	Trash	\$ 45.21
34	64	R/WASTE WATER MGMT	3390 N RICHEY BLVD	3YD	1	1	WED	Recycle	\$ 18.71
35	64	PIMA COUNTY OPERATIONS	3390 RICHEY BLVD N	8FL	1	1	Tue	Trash	\$ 60.27
36	67	RILLITO RIVER PARK	3455 CRAYCROFT RD N	6FL	1	1	Fri	Trash	\$ 45.21
37	70	R/PIMA COUNTY PARKS/REC	3500 W RIVER RD	8YD	1	2	MON & THUR	Recycle	\$ 74.82
38	70	PARKS AND RECREATION ADMIN	3500 RIVER RD W	6FL	1	2	Mon, Thur	Trash	\$ 90.41
39	71	RICHARDSON PARK	3501 GREEN TREES DR W	6FL	1	1	Wed	Trash	\$ 45.21
40	73	R/CATALINA COMM SVC BLG	3535 E HAWSER ST	8YD	1	1	WED	Recycle	\$ 49.88
41	73	PIMA CATALINA COMMUNITY SVCS	3535 HAWSER ST E	4FL	1	2	Mon, Thur	Trash	\$ 60.27
42	74	MCKEE HOUSE	3536 EDITH BLVD N	6FL	1	2	MON & THUR	Trash	\$ 103.40
43	77	BRANDI FENTON PARK	3572 RIVER RD E	8FL	2	2	Tue, Fri	Trash	\$ 241.09
44	82	sullivan Jackson	400 E 26th St	totes	2	1M	mid M	Recycle	\$ 33.00
45	86	MCDONALD PARK	4100 HARRISON RD N	8FL	2	2	Tue, Fri	Trash	\$ 241.09
46	87	CATALINA PARK	4135 TROTTER PL E	4FL	1	1	Mon	Trash	\$ 30.14
47	88	PIMA COUNTY EXTENSION	4210 CAMPBELL AVE N	8 yd	1	2	Tue, Fri	Trash	\$ 120.55
48	90	DENNY DUNN PARK	4400 MASSINGALE RD W	6FL	1	1	Thur	Trash	\$ 45.21
49	91	WIC ROMERO	4500 OLD ROMERO RD N	4FL	1	2	Tue, Fri	Trash	\$ 60.27
50	93	PIMA COUNTY WASTEWATER FA	4527 WALKER RD W	4 YD	1	1	THUR	Recycle	\$ 24.94
52	93	PIMA COUNTY WASTEWATER FA	4527 WALKER RD W	6FL	1	2	Mon, Thur	Trash	\$ 90.41
53	95	CHILDRENS MEMORIAL PARK	4851 15TH PL N	6FL	1	2	Tue, Fri	Trash	\$ 90.41
54	98	VESEY PARK	4999 BUTTS RD S	4FL	1	1	Tue	Trash	\$ 30.14
55	99	PIMA COUNTY VOCATIONAL HIGH SC	5025 INA RD W	3FL	1	1	Tue	Trash	\$ 25.85
56	100	PIMA COUNTY SOLID WASTE	5031 INA RD W	4FL	1	1	Tue	Trash	\$ 30.14
57	101	MANZANITA PARK	5200 SAN JOAQUIN AVE	6FL	4	2	Tue, Fri	Trash	\$ 361.64
58	103	CANOA RANCH	5375 I 19 FRONTAGE RD S	8FL	1	1	Fri	Trash	\$ 60.27

