



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/03/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

University of Arizona, Norton School

***Project Title/Description:**

Drug Treatment Alternative to Prison Program (DTAP) & Specialty Courts Initiative - Evaluation Services

***Purpose:**

To provide program evaluation services for the Drug Alternative to Prison (DTAP) Program. In addition, the evaluation team will work with the Problem Solving Courts Initiative team and partners to identify and prioritize specialized evaluation reports based on program needs, within the available evaluation resources. This will include evaluation of the Consolidated Misdemeanor Problem Solving (CMPS) Court program, and may include other specialty court programs in Pima County as resources are available.

***Procurement Method:**

Direct Select. D 29.6 III. - C.

***Program Goals/Predicted Outcomes:**

The evaluation team will provide evaluation services in order to assess the implementation and outcomes of the DTAP Program and the Specialty Courts Initiative. In addition, the evaluation team will work with the DTAP staff and partners to identify and prioritize specialized evaluation reports based on program needs.

***Public Benefit:**

The Specialty Courts Initiative and DTAP Program reduces recidivism, saves millions of taxpayer dollars, saves lives and reunites families. Breaking the cycle of incarceration will also improve community safety and reduce victimization.

***Metrics Available to Measure Performance:**

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required meet the needs of the program.

***Retroactive:**

Yes, the vendor and the assigned county attorney had to resolve several issues regarding Federal regulations and requirements. This delayed obtaining the approval and signatures in time to make the BOS meeting deadlines.

Procure Dept 11/20/19 PM01:57

To: CoB - 11-20-19
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(1)

Contract / Award InformationDocument Type: CT Department Code: PCA Contract Number (i.e., 15-123): 19*515Effective Date: 10/01/2019 Termination Date: 09/30/2020 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 85,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** U.S. Dept. of Justice (DOJ) (\$25,000) & Substance Abuse and Mental Health Services (SAMHSA) Treatment Drug Courts (\$60,000)Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ NoIf Yes, is the Contract to a vendor or subrecipient? Vendor ul.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: Nancy NaresDepartment: Pima County Attorney's Office Telephone: 520-724-5631Department Director Signature/Date: [Signature] 11/20/19

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. R. [Signature] 11/20/19
(Required for Board Agenda/Addendum Items)



Pima County Attorney's Office

32 North Stone Avenue
Suite 1400

Tucson, Arizona 85701-1412

Phone (520) 740-5600

Fax (520) 740-5585

www.pcao.pima.gov

Barbara LaWall

Pima County Attorney

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: David Smutzer *DS*
Legal Administrator

DATE: August 15, 2019

RE: Professional Services Contract with University of Arizona, Norton School

Pursuant to Procurement Policy D. 29.6 subsection C. Direct Selection, the County Attorney is requesting approval to enter into a new contract agreement with the University of Arizona, Norton School of Family and Consumer Sciences, for the purpose of providing outside evaluation for the Specialty Court Initiative.

A requirement for both the federal grants we have received in the past year (SAMHSA and BJA) is to have outside evaluators complete an annual report, and conduct on-going and independent evaluation of a program's efficacy. The University of Arizona was a partner in each of those applications, and provided the evaluation models for the Specialty Courts Initiative (to include DTAP and CMPS courts) in the awarded grants.

A direct-select contract is sought for residential treatment services for the following reasons:

1. University of Arizona was listed as the outside evaluator in the accepted grant applications; which includes approval of their proposed evaluation model, and
2. The evaluation team has unique knowledge and extensive experience of the specialty courts programs, as they have provided the evaluations for the DTAP program for approximately five years, have attended numerous trainings and conferences, and have been involved with the Specialty Courts Initiative since inception.

The amount of this contract is a total of \$85,000, which will be funded by the SAMHSA and BJA grants.

APPROVED:

C.H. Huckelberry

C.H. Huckelberry

8/15/19

Date

xc: Barbara LaWall, Pima County Attorney
Amelia Cramer, Chief Deputy

Pima County Attorney's Office

**Project: Drug Treatment Alternative to Prison Program (DTAP) & Specialty Courts Initiative
- Evaluation Services**

Contractor: The Arizona Board of Regents,
University of Arizona and its
College of Agriculture & Life Sciences,
John & Doris Norton School of Family
and Consumer Sciences
PO Box 210158, Rm 510
Tucson, AZ 85721-0158

Amount: \$85,000.00

Contract No.: CT -PCA-19-515

Funding: U.S. Dept. of Justice (DOJ) & Substance Abuse and Mental Health Services
(SAMHSA) Treatment Drug Courts

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Arizona Board of Regents for and on behalf of the University of Arizona, and its College of Agriculture & Life Sciences, John & Doris Norton School of Family and Consumer Sciences ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, III. (c).

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on October 1, 2019 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (pages 8 & 9), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in **Exhibit A**.

4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County.
5. **Compensation and Payment.**
 - 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (page 10). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$85,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor, as a body corporate of the State of Arizona, participates in a program of self-insurance, administered by the State of Arizona, Department of Administration, Risk Management Division, as authorized by Arizona Revised Statutes § 41-621 et seq. The parties agree that the general and professional liability coverage provided by this self-insurance program is deemed sufficient for the purposes of this Contract.

7. **Liability.** It is understood and agreed that neither party is the agent of the other and that neither party is responsible for the negligence or other wrongful acts of the other party. Each party shall be responsible for its own negligent acts or omissions and those of its officers, employees, or agents to the extent allowed by Arizona State laws.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Contractor represents, to the best of its knowledge, that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County. The parties acknowledge that disputes arising from this Agreement may be subject to non-binding judicial arbitration in accordance with applicable law and court rules.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will be responsible for administering any claim that may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for the performance of any subcontractor, and of persons directly or indirectly employed by any subcontractor. 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.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
13. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. **Authority to Contract.** Each party has the authority to enter into this Contract. If any court or administrative agency determines that a party does not have authority to enter into this Contract, that party will not be liable to the other party or to any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, 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.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination.**
- 17.1. Without Cause. Either party may terminate this Contract at any time, with or without cause, by serving a written notice upon the other party at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. Either party may terminate this Contract at any time without advance notice and without further obligation to the other party when found to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, Either party may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County, Contractor, or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|---|--------------------------|
| County: | Contractor: |
| David Smutzer, Legal Administrator | Paul Sandoval, Director |
| Pima County Attorney's Office | University of Arizona / |
| 32 N. Stone Avenue 19 th floor | Sponsored Projects Svcs. |
| Tucson, AZ 85701 | PO Box 210158, Rm. 510 |
| (520) 724-5600 | Tucson, AZ 85721-0158 |
| | (520) 626-6000 |
19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Each party 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. In addition, each party will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
- 23.1. 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 related to the 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.
- 23.2. Records Marked Confidential; Notice and Protective Order. Public Information. Pursuant to A.R.S. § 39-121 et seq. all documents from either County or Contractor, 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 requests. If either party reasonably believes that some of those records contain proprietary, trade secret, or otherwise-confidential information, the disclosing party must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to either party for records marked CONFIDENTIAL, the receiving party will notify disclosing party of the request as soon as reasonably possible. The receiving party will release the records 10 business days after the date of that notice, unless the disclosing party has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. The receiving party will not, under any circumstances, be responsible for securing such an order, nor will the receiving party be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
- 24.1. Compliance with Immigration Laws. Contractor hereby affirms that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.

24.2. Books & Records. 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.

24.3. Remedies for Breach of Warranty. 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 be required to 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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."

25. **Grant Compliance**. See Appendix 1 (page 11)

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

27. **Amendment**. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

PIMA COUNTY

Chairman, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Mark A. Drury

Contracts Manager

Printed Name and Title

11/13/2019

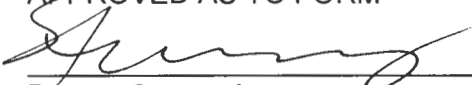
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

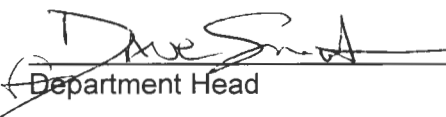
STACEY ROSEBERRY

Print DCA Name

11/20/19

Date

APPROVED AS TO CONTENT



Department Head

11/18/19

Date

Exhibit A

Scope of Work

The evaluation team, led by Dr. Michele Walsh, will provide evaluation services to the Pima County Attorney's Office in order to assess the implementation and outcomes of the Drug Treatment Alternative to Prison Program (DTAP) and the Consolidated Misdemeanor Problem Solving (CMPS) Court program.

The evaluation team will work with DTAP staff and partners to produce an annual report that:

- Documents the implementation of the DTAP program in Pima County
- Identifies barriers and facilitators to implementation
- Assembles and summarizes qualitative and quantitative indicators of program outcomes, including, but not limited to:
 - * Descriptions of participant characteristics
 - * Program completion statistics
 - * Recidivism and probation violations
 - * Independent living outcomes, such as physical and behavioral health, employment and housing
- Provides recommendations for program improvement

In addition, the evaluation team will work with the Problem Solving Courts Initiative team and partners to identify and prioritize specialized evaluation reports based on program needs, within the available evaluation resources. This will include evaluation of the Consolidated Misdemeanor Problem Solving (CMPS) Court program, and may include other specialty court programs in Pima County as resources are available.

In order to produce the annual report, members of the evaluation team will:

- Attend monthly DTAP and CMPS team meetings
- Conduct ongoing review of drug court literature
- Conduct and analyze key informant and participant interviews to assess program implementation, including barriers and facilitators
- Assemble and analyze secondary data from identified program and partner

databases

- Jointly identify priority areas for evaluation with PCAO staff and partners
- Produce project scope documents for specialized evaluation reports
- Produce specialized evaluation reports, as agreed to
- Attend and conduct additional trainings and meetings, as agreed to
- Conduct key informant and participant interview guides
- Submit annual summary evaluation report

(END OF EXHIBIT A)

Exhibit B
Compensation & Payment

Payments will be made based on Contractor actual expenditures; supporting documentation is required for reimbursement of each cost-type.

Contractor shall include supporting documentation to verify hours worked during invoiced period and amount paid to employees, based on official accounting records, as well as itemization of any other goods or services being invoiced. Records will be maintained within PCAO in the event of audit by grant-funders or other entity. Contractor must adhere to federal regulations regarding allowable expenses and invoicing procedures.

PCAO must receive invoices no more than 30 days from the date of service delivery. Payment for late submissions may be withheld at PCAO discretion; PCAO may refuse to pay for any service for which Contractor does not timely invoice PCAO, and pursuant to A.R.S. § 11-622, will not pay for any service invoiced more than 6-months late.

Evaluation Services: Up to and not to exceed \$85,000.00

Payment Terms: Net 30 Days

(END OF EXHIBIT B)

APPENDIX 1

BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

1. Contractor may be subject to awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (see 37 CFR Part 401).
2. Contractor must comply with applicable standards, orders or requirements issued under:
 - 2.1. Health and Human Services, Grants Policy Statement including all applicable Public Policy Requirements;
 - 2.2. Clean Air Act (42 USC 7401-7671q);
 - 2.3. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
3. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
5. Contractor may be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(END OF APPENDIX 1)