

## **NOTICE OF REQUEST FOR PROPOSAL FOR SOLID WASTE SERVICES, FLORENCE, ARIZONA**

Project Name: Solid Waste Services

Bid Due Date and Time: Friday, December 14, 2018; 3:00 p.m. local Arizona Time

Proposal Submittal Location: Town Clerk, 775 N. Main Street, Florence, AZ 85132

Proposal Mailing Address: Town Clerk, P.O. Box 2670, Florence, AZ, 85132

Town Staff Contact: Benjamin Bitter, Assistant to the Town Manager (520) 868-7541

RFP available at: Town of Florence Website ONLY (at no charge) <http://www.florenceaz.gov/rfp>

Hard copies are available for viewing at Town Clerk's Office and the Public Works Receptionist Office.

Note: There will be a Pre-Bid Conference at the Town of Florence Council Chambers, 775 N. Main Street, Florence, AZ 85132 on Wednesday, November 28, 2018.

Date and Location for Submittal: Sealed Proposals will be received at the Town Clerk's Office, 775 N. Main Street, Florence, AZ 85132 by 3:00 p.m., local time, Friday, December 14, 2018.

Proposals must be submitted in a sealed envelope clearly marked as "Solid Waste Services" with the proposer's name clearly indicated on the envelope. The Proposal must include all information listed in the RFP in the order listed. Any Proposal received after the time specified will be returned unopened.

Proposals received by the correct time and date will be opened publicly and read (by proposer name only) at the Town of Florence, 775 N. Main Street, Florence, AZ.

Solicitation Description: The Town of Florence (the "Town") is issuing this Request for Proposals (this "RFP") seeking proposals (each a "Proposal") from qualified entities (each a "Proposer") with demonstrated experience and qualifications to provide curbside solid waste collection and disposal services, bulk waste collection and disposal services, recycling services and sludge hauling services within the corporate limits of the Town. The Town will accept competitive sealed Proposals for the Services. The Town specifically reserves the right to award a contract for any portion of the Services, and Proposals must indicate the rate for Solid Waste Services both with and without recycling included. RFP Format: Each Proposal received must be in accordance with the format and information provided with the Request for Proposal package. Any submittal that does not conform in all material respects in what is outlined in the RFP may be considered nonresponsive.

Right to Reject Proposal(s): The Town of Florence reserves the right to waive any irregularities in all submittals and re-advertise or cancel the services requested in its entirety, at its sole discretion. The Town of Florence will not be responsible for any cost incurred by any firm submitting a Proposal or responding to this notice.

Persons with disabilities may request a reasonable accommodation, by contacting the 504/ADA Coordinator for the Town of Florence at (520) 868-7574 or (520) 868-7502 (TDD). Please make all requests as early as possible to allow time to arrange the accommodation.



**REQUEST FOR PROPOSALS  
FOR  
SOLID WASTE SERVICES**

Town of Florence  
P.O. Box 2670  
Florence, Arizona 85132

**SOLICITATION INFORMATION AND SCHEDULE**

Release Date: **November 1, 2018**

Advertisement Dates: **November 8, 2018 and November 15, 2018**

Final Date for Inquiries: **November 30, 2018**  
**4:00 p.m.** (local time, Florence, Arizona)

Pre-Bid Conference: **November 28, 2018**  
**9:00 a.m.** (local time, Florence, Arizona)  
Council Chambers  
775 N. Main Street  
Florence, Arizona 85132

Due Date and Time: **December 14, 2018**  
**3:00 p.m.** (local time, Florence, Arizona)

Town Representatives: **Benjamin Bitter:**  
[Benjamin.Bitter@FlorenceAZ.gov](mailto:Benjamin.Bitter@FlorenceAZ.gov)  
**(520) 868-7541**

**Chris Salas:**  
[Christopher.Salas@FlorenceAZ.gov](mailto:Christopher.Salas@FlorenceAZ.gov)  
**(520) 868-7617**

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# **SECTION A**

## **RFP Process**







## I. RFP PROCESS

1.1 Purpose. The Town of Florence (the "Town") is issuing this Request for Proposals (this "RFP") seeking proposals (each a "Proposal") from qualified entities (each a "Proposer") with demonstrated experience and qualifications to provide curbside solid waste collection and disposal services, bulk waste collection and disposal services, recycling services and sludge hauling services within the corporate limits of the Town (the "Services"), as more particularly set forth below and described in the sample Solid Waste Services Agreement attached hereto and incorporated herein by reference, The Town will accept competitive sealed Proposals for the Services. The Town specifically reserves the right to award a contract for any portion of the Services, and Proposals must indicate the rate for Solid Waste Services both with and without recycling included.

1.2 Estimated Service Units. The estimated service units contained in this section represents, to the best of the Town's knowledge, the estimated number of service units to be served under the terms of the Agreement. However, the number of service units to which Services are to be provided under the Agreement, are approximate and do not constitute a guarantee by the Town as to the exact number or category of service units to be served.

### Estimated Quantities

	2017	2016	2015
Solid Waste	3,785.51 T	2,837.98 T	2,759.63 T
Bulk Waste Trash	821.25 T	628.86 T	504.10 T
Recyclable Materials Collected	4,540.06 cy	3,447.07 cy	3,441.90 cy

A. Residential Service Units. The Town estimates the total Residential Service Units in the Town that may be provided Residential Solid Waste Services and Residential Recycling Services to be approximately 3,400 (year-round), with peak demand of about 4,300 (November-April). The Town's estimates are not meant to be exact and no warranties or guaranties of any number of customers or specific schedule for adding or subtracting customers is given. The Town may, in its sole discretion, change the numbers of customers to be served and the schedule for adding (or subtracting) customers and may expand or reduce service as the Town deems appropriate.

1. A Town map is attached hereto as Exhibit 1. The estimate of 4,300 total residential Units within the corporate limits of the Town should be used for the purpose of preparing proposals. A more detailed residential unit list will be made available prior to execution of the Agreement.

2. The Town estimates that 30% of Florence residents are part-time based upon data utilized by the Florence Sanitary Division. The Town has not independently verified this estimate. The Town is also not able to provide information as to how many of the part-time residents live in single-family detached homes (requiring individual Carts) as opposed to multifamily homes that do not utilize individual Carts for the residents.

3. The Agreement has been modified to allow for collection four (4) days per week, and shall be governed by Subsection 8 of the Agreement. Regular collection shall occur Monday through Thursday.

4. The selected Contractor will be responsible for all compliance monitoring and inspection necessary pursuant to the Town's variance with the Pinal County Environmental Health Division.

5. The Town's intent is that the Initial Term of the Agreement will be five years, with the five additional one-year option terms thereafter. Upon execution, the Effective Date and the Expiration Date will be established and set forth in the Agreement.

6. Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to five additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement.

7. Contractor shall establish a procedure for addressing delinquent accounts and shall be solely responsible for courteous resolution of any collection matters. The Contractor shall be permitted to pick up the Solid Waste Cart and Recycling Cart from any Residential Service Unit for which fees for service have become delinquent by more than 60 days after the first notice of delinquency by the Contractor to the customer.

8. All Florence residents living in homes that receive curbside Collection shall be required to participate in both solid waste collection and recycling. Under section 52.002(B) of the Town Code, "all persons and properties within the town are required to use the solid waste collection system of the town, to haul, carry or transport solid waste through the streets and highways of the town."

9. The Contractor is solely responsible for the billing and collecting system.

B. Sludge Hauling. The Town of Florence operates two (2) wastewater treatment plants with the following required process resulting in sludge hauling.

- Dewatered sludge or "cake" conveyed from a belt filter presses into a dumpster
- Secondary process grit removal conveyed to a dumpster
- Primary process treatment resulting in screenings placed and/or conveyed into a dumpster

#### 1. GENERAL INFORMATION/INTENT

The Town of Florence is seeking qualified Contractor(s) to remove, transport, stabilize and/or dispose of waste water grits, rags, solids (pre-treatment) and biosolids (post-treatment) from the South Wastewater Treatment Facility to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Arizona Department of Environmental Quality (ADEQ) regulations. All material shall be disposed of in a manner that complies with all federal, state and local regulations. The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in

compliance with all applicable laws and regulations.

## 2. PERMITS, TAXES, LICENSES AND FEES

The successful bidder shall at their own expense obtain all necessary permits, pay all license fees and taxes and shall be required to comply with all local ordinances, State and Federal laws, rules and regulations and interlocal agreements that may apply to this contract.

A Town of Florence Business License is required. Copies of all required licenses may be included with the Bidder's proposal and on an annual basis thereafter, or upon request of the Town.

## 3. DISPOSAL PLAN/PRICING

The Contractor will provide a written plan which will serve to identify the methods that will be utilized to remove, transport, stabilize and dispose of dewatered raw waste-activated biosolids and pretreatment grits, rags and solids.

To ensure the Town receives the strongest pricing possible the Town reserves the right to secure disposal services directly with a disposal or other processing residuals management facility.

## 4. VOLUMES - GRITS, RAGS AND SOLIDS (PRE-TREATMENT)

The Town seeks to have a Contractor provide appropriately-sized roll-off containers or alternative, as approved by the Town, hauled by the Contractor to an appropriate ADEQ permitted Residuals Management Facility (RMF) or another disposal location as determined by the Contractor, and approved by the Town. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Arizona Department of Environmental Quality (ADEQ).

Biosolids generated by this facility may be transferred to Department Approved biosolids Treatment Facility and/or for bioenergy or disposed of in a Class I solid waste landfill.

The South Waste Water Treatment Facility generates approximately 31 tons of Grits, Rags, and Solids per year which equates to an estimated 21 pulls annually.

- a. Containers will be loaded by Town personnel with grits, sand and rags, etc. as removed from the influent stream.
- b. Contractor will pick up full containers within 24 hours of notification from the Town.
- c. Contractor will drop off an empty container when removing the full container.

- d. Service hours will be Monday through Friday, excluding New Year's Day, July 4th, Thanksgiving and Christmas Day.
- e. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the Town harmless from any penalty or sanction, civil or criminal, due to any violation.
- f. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations.
- g. All containers used during the term of this agreement shall be clean and in good condition. Costs of liners which may be necessary should be included in the bid price and provided by the Contractor. The Town reserves the right to request a replacement container for any equipment not meeting the Town's standards. Such replacement shall be delivered, and the defective container removed within 48 hours of the Town's request.
- h. The Town, at its discretion, may provide a staging area for empty containers, if the Contractor so desires. The Town assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use Town property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the Town. All equipment parked on Town property must be properly tarped/covered when not actively being loaded.

## 5. VOLUMES - SLUDGE

Bidder will transport to any ADEQ permitted Residuals Management Facility (RMF) which receives Class B material for disposal or other disposal location as determined by the Contractor and approved by the Town. Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Arizona Department of Environmental Quality (ADEQ).

The Town reserves the right to request copies of all current ADEQ permits for the RMF or disposal facility to be utilized by the Contractor for disposing of or receiving of biosolids generated by the Town.

The Town shall not be held responsible for treatment, management, use or disposal violations that occur after its residuals have been accepted by a permitted residuals management facility or disposal facility with which the Town has an

agreement to accept biosolids.

The Town will maintain responsibility for operation and maintenance of all “wet end” equipment up to and including the belt filter press and their associated screw conveyors. The Town will be responsible for depositing dewatered raw waste-activated biosolids into dump trailers provided by the Contractor for further treatment and disposal after authorized release by the Town.

Contractor will be fully responsible for all conveyance of dewatered waste-activated biosolids. The Contractor shall be responsible for weighing of loaded trucks at the disposal site or public weigh station convenient to the delivery route. The Town may use truck scales located at GTL to verify the weight of empty and loaded trailers. The Contractor’s area of responsibility will include, but not be limited to, vehicle traffic in accordance with all regulatory requirements including the Arizona Department of Transportation and OSHA, as required.

The South Waste Water Treatment Facility generates approximately 2,140 tons of Bio Solids per year which equates to an estimated 282 pulls annually.

- a. Containers will be loaded by Town personnel with dewatered waste-activated biosolids.
- b. Contractor will pick up full containers within 24 hours of notification from the Town.
- c. Contractor will drop off an empty container when removing the full container.
- d. Service hours will be Monday through Friday, excluding New Year’s Day, July 4th, Thanksgiving and Christmas Day.
- e. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the Town harmless from any penalty or sanction, civil or criminal, due to any violation.
- f. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor’s expense, in accordance with all applicable laws and regulations.
- g. All containers used during the term of this agreement shall be clean and in good condition. Costs of liners which may be necessary should be included in the bid price and provided by the Contractor. The Town reserves the right to request a replacement container for any equipment not meeting the Town’s standards. Such replacement shall

be delivered, and the defective container removed within 48 hours of the Town's request.

- h. The Town, at its discretion, may provide a staging area for empty containers, if the Contractor so desires. The Town assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use Town property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the Town. All equipment parked on Town property must be properly tarped/covered when not actively being loaded.

## 6. RETENTION OF RECORDS - SLUDGE HAULING AND DISPOSAL

Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five (5) fiscal years as defined by the Town, provided applicable audits have been released. Applicable audits are defined as those audits performed by the Town's internal or external auditors.

1.3 Preparation/Submission of Proposal. Proposers are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The Town shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

B. Submittal Quantities. Interested parties must submit **one (1) original and five (5) copies** (six (6) total submittals) of the Proposal. *In addition*, interested parties must also submit **one (1) original copy** of the Proposal on portable storage media (e.g., USB jump drive) in printable Adobe format (.pdf). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink signature** by a person authorized to bind the Proposer. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Proposer shall be considered non-responsive. The Proposal shall be a maximum of fifteen (15) pages to address the Proposal criteria (excluding resumes, the required Forms and safety and health evaluations, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. A cover, a back, a table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt**. Failure to adhere to the page limit and size criteria and font shall size result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram

Proposals will not be considered.

D. Proposer's Responsibilities. All Proposers shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered, A Proposer submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time. Each Proposer shall make its own examination, investigation and research regarding the proper method of performing the Services, including all conditions affecting the work to be done, the labor, equipment and materials and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research and that Proposer shall make no claim against the Town because of any of the estimates, statements or interpretations made by any officer or agent of the Town which may prove to be erroneous in any respect.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **Solid Waste Services**, on the envelope. The name of the proposing company must also appear on the envelope. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Proposer shall submit the same number of copies of the Pricing as described in subsection 1.3(B) above in a separate, sealed envelope enclosed with the Proposer's Proposal. Pricing shall be inclusive of all of the Services and shall be detailed in the cost forms required to be submitted in conjunction with a Proposal.

G. Delivery/Mailing Address. All Proposals shall be either hand delivered to the following address; Town Clerk, 775 N. Main Street or mailed to P.O. Box 2670, Florence, Arizona 85132, by the Proposal Due Date and Time indicated on the cover page of this RFP.

H. Pricing Errors. In case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **180** days after the Due Date and Time of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Proposer (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.4 Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.

#### 1.5 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the Town Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via email by the final date for inquiries indicated on the cover page of this RFP or submitted verbally at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. In the event the Town offices are closed on the final date for inquiries indicated on the cover page of this RFP, the Proposer shall submit the question(s) via e-mail to one of the Town Representatives. Any inquiries related to this RFP shall refer specifically to the title of the RFP, as well as the page and paragraph of the section to which the question applies.

B. Inquiries Answered. Written questions may be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to Town staff will not be answered. Within three (3) business days following the Pre-Submittal Conference, answers to all questions received in writing or via email or verbally at the Pre-Submittal Conference will be posted on the Town's website. No questions will be accepted after the final date for inquiries listed on the cover of this RFP.

1.6 Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification.

1.7 Proposer Licensing and Registration. Prior to the award of the Agreement, the successful Proposer shall (A) be licensed with the Arizona Corporation Commission to do business in Arizona and (B) have a Town of Florence business license on file with the Town Financial Services Department. The Proposer shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.8 Certification. By submitting a Proposal, the Proposer certifies:

A. Familiarity with Laws, Ordinances, Rules and Regulations. The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all Federal, State and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services. If the Proposer discovers any provision in the RFP documents that it believes are contrary to or inconsistent with any law, ordinance, or regulation, Proposer shall report it to the Town in writing without delay.

B. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

C. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

D. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process,



including the Selection Committee, elected officials, the Town Manager, Deputy Town Manager, Department Heads and other Town staff. All contact must be addressed to the Town Representative listed on the cover of this RFP. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

E. Fair Trade Certifications.

1. Independent Prices. The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone.

2. No Disclosure. Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening.

3. Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

F. Sample Solid Waste Services Agreement. In addition to reviewing and understanding the RFP submittal requirements, it has reviewed the attached sample Solid Waste Services Agreement (Section B) including the Scope of Work and other Exhibits and accepts all of the terms and conditions set forth therein.

1.9 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

## II. PROPOSAL FORMAT; SCORING

2.1 Proposal Evaluation. A Selection Committee comprised of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Proposer and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criterion and not the minimum number that the Selection Committee may award. The Selection Committee may conduct oral interviews with the highest-ranked Proposers based upon the Proposal submittal scoring. After the Town has entered into an Agreement with the successful Proposer, the successful Proposal and the scoring documentation shall be open for public inspection.

2.2 Forms; Organization. Proposals shall be organized and submitted in the format indicated in the table below. The content of each chapter of the Proposal shall include the information described in subsection 2.3 below. The Proposer shall complete all forms in full. Forms not completed in full may result in disqualification. Forms 5.2 and 6 allow the Proposer an opportunity to quote separate prices based on if Proposer is or is not awarded Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and Town's Sludge Hauling Services. If there is any doubt to the meaning of the same, Proposer may

submit an inquiry to the Town in accordance with the requirements as set forth in this RFP.

Chapter	Content
Chapter 1	Letter of Intent Form 1: Statement of Organization Form 2: Certificate of Insurability Form 3: Acknowledgement of Addenda
Chapter 2	Form 4: Experience Key Personnel Statement of Independence Disclosure of Preclusion from Participating in Public Procurement Litigation, Regulatory Actions and Payment of Liquidated Damages History Compliance Records
Chapter 3	Financial Statement
Chapter 4	Method of Approach
Chapter 5	Billing
Chapter 6	Cost Information (To be submitted in accordance with Page A4, Section 1.3.F and the Cost Information shall not be considered as part of the maximum fifteen (15) pages as stated in Section 1.3.C.)”

2.3 Content. The proposal shall contain all of the following information:

**A. Chapter 1: General Information**

**5 pts**

1. Letter of Intent. One-page cover letter as described in subsection 1.3(C). The cover letter shall include the following statements:

a. "Proposal is a binding offer for a 180-calendar day period from the opening date as specified in this RFP."

b. "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the Town, are true, accurate and complete to the Proposer's knowledge. This Proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the Town as to any materials facts."

2. Statement of Organization. Proposer must complete Form 1. Proposers are permitted to supply additional information that will assist the Town in understanding the legal organization of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company.

3. Certificate of Insurability. Proposer must complete Form 2. Failure to complete Form 2 may result in rejection of the Proposal.

4. Acknowledgement of Addenda. Proposer must complete Form 3. Failure to acknowledge all addenda may result in rejection of the Proposal.

## **B. Chapter 2: Experience and Qualifications of the Proposer 20 pts**

1. Experience. Proposer must complete Form 4. Proposers are permitted to supply additional information that will assist the Town in understanding the Proposer's experience,

2. Key Personnel. Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the Services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Agreement. Provide résumés, names and phone numbers of municipal references of the key proposed management team members. At a minimum, key personnel shall include general manager, operations manager and maintenance manager or other personnel that will have regular contact with the Town.

3. Statement of Independence. The Proposer shall list and describe the Proposer's or the Proposer's subcontractor's professional relationships involving the Town or any of its agencies or component units for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP.

4. Disclosure of Preclusion from Participating in Public Procurement. If the firm, business or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Proposer shall include a letter with its Proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

5. Litigation, Regulatory Actions and Liquidated Damages History. Proposer shall describe all past and pending civil, legal, regulatory and criminal actions in which \$2,500 or more was initially sought or ultimately obtained, that (a) are (i) now pending or which have occurred in the past five years, (ii) against key personnel, Proposer, Proposer's subcontractors and all subsidiaries owned by Proposer and (iii) related to the scope of work described by this RFP or (b) involve a governmental entity as a party.

6. Compliance Records. In addition to the compliance information provided in response to other sections of this RFP, Proposer shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices or other forms of permit violation/non-compliance documentation that the Proposer and Proposer's subcontractors received in the past five years from public agencies for vehicles and other equipment and vehicle staging, maintenance, processing, recycling processing, transfer and disposal facilities in Arizona, which are owned or operated by the Proposer, Proposer's subcontractors, or Proposer's parent company and subsidiaries. In addition, provide a statement disclosing any and all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's subcontractors, Proposer's parent company and subsidiaries, to public agencies in the past five years.

## **C. Chapter 3: Financial Statement**

**10 points**

Proposer shall furnish a copy of the Proposer's most recent audited financial statement. If In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two years.

**D. Chapter 4: Method of Approach**

**40 points**

1. General Proposal Requirements. Proposers bidding on **any** Service Option must provide the following:

a. Description of Collection Equipment. Proposer shall describe the collection equipment that will be used to perform services. Proposer shall describe (i.e. manufacturer, capacity, color and other specifications) the Solid Waste Carts and Recycling Carts to be purchased. If requested, Proposer shall provide a sample of the Solid Waste Carts, Recycling Carts and Sludge Hauling Dumpsters. Proposer shall specify the number of collection vehicles, make, model, age, description of equipment and materials to be collected via the vehicle. The maximum age of a collection vehicle to be used within the corporate limits of the Town is seven years. Proposer shall describe the future equipment to be acquired and provide a timeline for acquisition of new equipment. Proposer shall identify if the collection service will be performed with one-person or two-person crews. Proposer shall state the average age of the collection vehicles to be used for the Agreement.

b. Collection Route Schedules and Maps. Proposer shall discuss the methodology they will utilize in providing routes, schedules, and maps.

c. Disposal and Processing Contracts. Proposer shall provide proof of disposal and processing contracts. If proposer owns the disposal and processing facilities, provide proof of ownership, along with proof of the processing facilities' capacity to handle solid waste from the Town.

d. Approach to Minimize Container Damage. Proposer shall describe procedures used to minimize damage to plastic refuse and recycling containers.

e. Self-haulers. Proposer shall state whether self-haulers will be permitted to deliver materials directly to the Disposal Facility and/or Recycling Facility. If self-haulers are able to deliver materials, Proposer shall state the days and hours that self-haulers may deliver materials, the process for delivery of materials, the costs for delivery of materials and other relevant information.

2. Recycling Service Proposal Requirements. In addition to the information required for all Proposers, Proposers bidding on Residential Recycling Services, Town Facility Recycling Services and/or Sludge Hauling Services must provide the following:

a. Recyclable Materials to be Collected. Proposer shall identify all Recyclable Materials to be collected. Town recommends the Proposer collect the following materials:

- Aluminum cans and foil.
- Steel/tin cans
- Glass food and beverage containers (flint, amber and green)
- Newspaper, slick paper inserts

- Magazines, paperback books
- Residential mixed paper, junk mail inserts
- Telephone books and Yellow Pages
- Cardboard (corrugated, chipboard)
- Aerosol cans
- Plastic bottles and containers (Recycling logo #1 through #7)

b. Recyclable Materials Accepted by Processing Facility.

Proposer shall identify all Recyclable Materials accepted by the Processing Facility. If there are Recyclable Materials accepted by the Processing Facility that are not to be collected by the Proposer, Proposer shall explain the reason such recyclable materials are not to be collected.

c. Processing Site Information. Provide the following

information related to each processing facility:

- Name, location and description of the processing facility where recyclable materials will be handled.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.

3. Solid Waste Services. Proposer shall describe the method for performing Residential Solid Waste Services, Town Facilities Solid Waste Services and Sludge Hauling Services. Proposer shall describe whether the system shall be fully automated or semi-automated. In addition, Proposer shall describe how out of Cart set-out shall be handled and other pertinent information.

a. Disposal Site Information. Provide the following information related to each disposal facility:

- Name, location and description of the disposal facility where materials will be handled.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.

4. Residential Bulk Waste Services. Proposer shall describe the method for performing Residential Bulk Waste Services on (i) an on-call, fee-per-service basis and (ii) four (4) times per year basis at residential locations. Proposer shall describe how Bulk Waste in excess of the allotted amount shall be handled, and other pertinent information.

a. Disposal Site Information. Provide the following information related to each disposal facility:

- Name, location and description of the disposal facility where recyclable materials will be handled,
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.

5. Town Sludge Hauling Proposal Requirements. In addition to the information required for all Proposers, Proposers bidding on Sludge Hauling Services must provide the following:

a. Sludge Hauling Processing Site Information. Provide the following information related to each processing facility to be used:

- Name, location and description of the sludge hauling processing facility.
- Name of owner and operator of the facility, identifying if the company that owns and/or operates the processing facility is the same as the Proposer, a related-party, entity or subcontractor.
- Contact name and phone number of the site manager.
- The contract with the sludge hauling processing facility.

b. Permitted and Available Processing Capacity. State the daily and annual permitted capacity of the processing facility. If the processing facility is not owned and operated by the Proposer, provide a letter from the processing facility owner and operator that documents its commitment to provide the sludge hauling processing services proposed in the Proposal and guaranteeing the capacity required over the term of the Agreement.

**E. Chapter 5: Billing**

**5 points**

Proposer shall submit information related to its proposed method of billing. The proposed form of billing structure shall meet the minimum standards set forth in the sample Solid Waste Disposal Agreement.

**F. Chapter 6: Cost Information**

**20 points**

Proposer shall complete the forms set forth below:

1. Residential Services. Each Proposer submitting a Proposal for Residential Solid Waste Services, Residential Bulk Waste Services and Recycling Services, Proposer shall complete Form 5 (including 5.1, 5.2 and/or 6).

2. Sludge Hauling. Each Proposer submitting a Proposal for Sludge Hauling Services shall complete Form 6.

**Total Possible Points for Written Submittal:**

**100 points**

**III. ORAL INTERVIEWS; SCORING**

Proposing firms selected for oral interviews may be invited to participate in discussions with the Selection Committee on the date as indicated by the Town and awarded points based upon the criteria as outlined below. Proposing firms may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to (i) identifying the Proposing firms' program approach and to an appraisal of the people who would be directly involved in this Services for this RFP and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's

proposed method of performance and the relative utility of alternate methods of approach.

**Oral Interview**

General Information	10
Experience and Qualifications of the Vendor	25
Key Positions	20
Proposed Services Provided	35
Favorable Evaluation by Pinal County Department of Environmental Health Service	10
<b>Total Possible Points for Oral Interview</b>	<b>100</b>

**Total Points Possible for Proposal: 200**

**IV. AWARD OF AGREEMENT**

4.1 Multiple Award. The Town reserves the right to award by individual Service Option, by group of Service Options, or as a total, whichever is deemed most advantageous to the Town. The Town also reserves the right to choose Billing Option(s) at its sole discretion.

A. Scoring. To determine whether a single agreement or multiple agreements are awarded, the Town shall compare the average scores of each of the highest scoring for each proposed Service Option separately, the highest scoring proposed for each combination of Service Options, and the highest scoring proposed for all Service Options taken together.

B. Flexibility in Proposal Approaches. The Town is aware of the complexity of the services to be provided and the fact that there is more than one approach to satisfying some of the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the Town's functional requirements are met. Proposals will be evaluated in accordance with the factors set forth below and ranked, according to the total number of points each individual proposal earned, based on the stated maximum point allowance per factor.

4.2 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the following rights:

A. Cancel RFP. To cancel this RFP for any reason, with or without the substitution of another RFP.

B. Other Actions. To take any action affecting this RFP, this RFP process, or the services to this RFP that would be in the best interests of the Town.

C. Additional Information. To issue additional requests for information.

D. Supplemental Information; Clarifications. To require one or more of the Proposers to supplement, clarify or provide additional information in order for the Town to evaluate the Proposals submitted. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give the Proposer the opportunity to revise or modify

its Proposal.

E. Investigation; Inspection. To conduct investigations with respect to the qualifications and experience of each Proposer and to inspect Proposer(s) facilities during normal working hours.

F. Waive Defect. To waive any defect or irregularity in any Proposal.

G. Reject Proposals. To reject any or all Proposals.

H. Flexible Award. To award all, none, or any Service Option that is in the best interest of the Town to one or more of the Proposers.

I. Discussions. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposal including, but not limited to, financial terms.

J. Sole Discretion. To be the sole judge of the respective Proposals received.

By submitting a Proposal for the services, all Proposers acknowledge and agree that (1) no enforceable agreement arises until the Town signs the Solid Waste Services Agreement(s), (2) no action shall require the Town to sign such agreement(s) at any time and (3) each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the Town not signing such agreement(s).

4.3 Protests. Any Proposer may protest this RFP issued by the Town, the proposed award of a Solid Waste Services Agreement, or the actual award of a Solid Waste Services Agreement.

4.4 Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP, the Solid Waste Services Agreement and the Proposer's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Proposer has signed a final Solid Waste Services Agreement in the form acceptable to the Town Attorney, Town Manager, and approved by the Town Council. A sample Solid Waste Services Agreement is included herein. This RFP does not constitute an offer by the Town and does not commit the Town to accept a Proposal. No binding agreement, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town (with Town Council approval) and Proposer(s) execute the agreement(s). No recommendations or conclusions from this RFP process concerning Proposer(s) shall constitute a right (property or otherwise) under federal or State law.

A. Personnel. The Contractor's field employees shall be required to wear a clean uniform. Such employees shall additionally bear some means of individual identification as a name tag or identification card. At no time shall a Contractor's employee in any way identify or represent him or herself as an employee of the Town of Florence. Town employees may be available for fulfillment of the work specified in the Contract, the Proposer shall make the appropriate hires in conjunction with their Human Resources policies.

B. Collection Vehicles. The Contractor's vehicles must be clearly identified with company name and vehicle identification number. All vehicles must be kept clean, in sanitary condition, and in good repair and must meet community standards of appearance at all times. Hydraulic/oil fluid leaks must be checked for and corrected



daily. The Town shall be the sole judge of community standards of appearance.

V. FORMS

[SEE FOLLOWING PAGES]

**FORM 1: STATEMENT OF ORGANIZATION**

**1. PROPOSER**

Full Name of Business: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Principal Phone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Business Contact Person: \_\_\_\_\_

Local Business Fax: \_\_\_\_\_

Local Business E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

License #: \_\_\_\_\_

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(a) \_\_\_\_\_

**2. SERVICE OPTIONS**

Service Options Proposed (check all that apply):

\_\_\_\_\_ Residential Solid Waste Services, Residential Bulk Waste Services, Residential Recycling Services and Town Facility Recycling Services.

\_\_\_\_\_ Town Facility Solid Waste Services

\_\_\_\_\_ Town Sludge Hauling Services

**3. SUBCONTRACTOR**

List of all firms participating in this Proposal:

Name	Address	Area of Responsibility
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(a) \_\_\_\_\_

(b) \_\_\_\_\_

(e) \_\_\_\_\_

(d) \_\_\_\_\_

**FORM 2: CERTIFICATE OF INSURABILITY**

By submitting a Proposal, the submitting Proposer certifies that it is fully aware that the Insurance Requirements contained in the Agreement apply whether awarded one or more Service Options pursuant to this RFP. Furthermore, the Proposer assures the Town of Florence that it is able to produce the insurance coverage required should it be selected for award of the Agreement,

Should the Proposer's firm be awarded the Agreement by the Town and then be unable to produce the insurance coverage specified within ten calendar days, it is fully aware and understands that it may not be considered for further projects by the Town of Florence.

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Signature of Proposer

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Printed Name of Signee

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Company Name

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Date

**FORM 3: ACKNOWLEDGEMENT OF ADDENDA:**

By submission of this Proposal, Proposer hereby certifies receipt of all the addenda listed in the table below.

<b>Addendum Number</b>	<b>Description of Addendum</b>

**FORM 4: EXPERIENCE**

Proposer shall provide a minimum of three (3) references of public agencies, cities, towns, private companies, contracts or communities presently being served by the Proposer with similar services to those being proposed in this proposal

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
  
2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
  
3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_

**FORM 4: EXPERIENCE (continued)**

4. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_
5. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Number of Residential Units Served: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_

**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES, RESIDENTIAL BULK WASTE SERVICES AND RESIDENTIAL RECYCLING SERVICES**

Form 5.1 - Costs for Residential Solid Waste Services

Service Rate	Monday through Thursday Collection Week	
	Same Day Collection [1]	Different Day Collection [2]
<b>Residential Solid Waste Services</b>		
1. Solid Waste Collection/Disposal Service Rate	\$ /Unit/Month	\$ /Unit/Month
2. Solid Waste Cart Rate [3] (96 Gallon)	\$ /Unit/Month	\$ /Unit/Month
<b>Residential Bulk Waste Services</b>		
1. Bulk Waste Collection Rate	\$ /Ton	\$ /Ton
2. Bulk Waste Disposal Rate [4]	\$ /Ton	\$ /Ton
<b>Residential Recycling Services</b>		
1. Recycling Collection Service Rate	\$ /Unit/Month	\$ /Unit/Month
2. Recycling Cart Rate [3] [5]	\$ /Unit/Month	\$ /Unit/Month
<b>Residential Cart Change Rate [6]</b>	<b>\$ /Cart</b>	<b>\$ /Cart</b>

- [1] Same Day Collection means Contractor shall perform both Residential Solid Waste Services and Residential Recycling Services on the same day of the week for each Residential Service Unit.
- [2] Different Day Collections means Contractor may perform Residential Solid Waste Services and Residential Recycling Services on different days of the week for each Residential Service Unit.
- [3] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [4] Disposal Rate shall be the sole fee charged for the disposal of Bulk Waste.
- [5] Proposer may provide a choice of the size of Carts for solid waste and recycling to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96-gallon Carts. Recycle Carts shall be a standard blue color with the recycle logo imprinted on the container, provided, however, that the Town may, in its sole discretion, allow for alternative Recycling Cart colors that are clearly marked or colored to easily distinguish them from the Solid Waste Cart and so long as the recycle logo is clearly displayed. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid and be designed to easily fit through gates and doors.
- [6] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart



**FORM 5: COST FORM FOR RESIDENTIAL SOLID WASTE SERVICES  
AND RESIDENTIAL BULK WASTE SERVICES**

**Form 5.2 - Costs for Residential Solid Waste Services  
WITHOUT RECYCLING**

Service Rate	Monday through Thursday Collection Week	
	Different Day Collection [2]	
<b>Residential Solid Waste Services</b>		
1. Solid Waste Collection/Disposal Service Rate [2]	\$	/Unit/Month
2. Solid Waste Cart Rate [1] 96 Gallon	\$	/Unit/Month
<b>Residential Bulk Waste Services</b>		
1. Bulk Waste Collection Rate	\$	/Ton
2. Bulk Waste Disposal Rate [2]	\$	/Ton
3. Semiannual Bulk Waste Event	\$	/Ton
<b>Residential Cart Change Rate [3]</b>	\$	/Cart

- [1] Cart Rate means the cost for purchase up to and including the initial delivery of the Carts to Residential Service Units. Contractor shall be responsible for the costs associated with the maintenance, delivery after the initial delivery and storage of Carts. Ownership of the Carts in the possession of Residential Service Units at the expiration of the Agreement shall rest with the Contractor.
- [2] Disposal Rate shall be the sole fee charged for the disposal of Solid Waste and Bulk Waste.
- [3] Proposer may provide a choice of the size of Carts for solid waste to enable residents to choose the level of service most appropriate for their situation. The default level of service will be the 96-gallon Carts. All Carts must be Proposer grade, wheeled containers. Each must have a permanently attached lid and be designed to easily fit through gates and doors.
- [4] Proposer may provide residents with a one-time ability to request a change in Cart size. Any additional changes in Cart size will be individually charged to the resident, per Cart.

**FORM 6: COST FORM FOR TOWN SLUDGE HAULING SERVICES**

Solid Waste			
Roll-off Size	Collection Rate	Disposal Rate	Container Rental Rate
12 CY	\$ /Container/Pull	\$ /Ton	\$ /Container
20 CY	\$ /Container/Pull	\$ /Ton	\$ /Container

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

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By signing below, I agree, certify, and warrant that the offer/proposal I am submitting \_\_\_does \_\_\_does not (check one line) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

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**THIS PAGE MUST BE RETURNED WITH THE BID/OFFER/PROPOSAL**

# Participation in Boycott of Israel

Town of Florence  
PO Box 2670  
Florence, AZ 85132

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence ("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors/vendors must select one of the following and thereby certify that:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

**Town of Florence**  
**P.O. Box 2670 Florence, AZ 85132**  
**(520) 868-7500**  
**Demonstrating Lawful Presence**

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

**Check the box next to the document indicating lawful presence.**

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

**\*\*Attach copy of document to this sheet.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee

\_\_\_\_\_  
Date

# **TOWN OF FLORENCE INSURANCE REQUIREMENTS**

Concurrent with the execution of any Agreement or Contract, hereinafter referred to as Agreement, the Contractor will furnish the Town of Florence a certificate of insurance on a standard insurance industry ACCORD form.

The Contractor and Subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under any Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may rise from or in connection with the performance of the Work by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements are minimum requirements for the Agreement and in no way limit the indemnity covenants contained in the Agreement.

The Town in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the agreed contract services under the Agreement by the Contractor, his agents, representatives, employees, Subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary. The Town will not pay for higher limits, but if the Contractor pays for insurance with higher limits, the Contractor will name the Town as an additional insured on any additional insurance.

## **MINIMUM SCOPE AND LIMITS OF INSURANCE**

The Contractor must provide coverage at least as broad and with limits of liability not less than those stated below.

### **Commercial General Liability – Occurrence Form**

General Liability/Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations/Aggregate	\$1,000,000/\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$ 100,000

### **Automobile Liability – Any Auto or Owned, Hired and Non-Owned Vehicles**

Combined Single Limit Per Accident For Bodily Injury & Property Damage	\$1,000,000
---	-------------

### **Workers' Compensation & Employers Liability**

Workers' Compensation	State Statutory
Employers Liability – Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limits	\$500,000

**DEDUCTIBLES/SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared and approved by the Town. If not approved, the Town may require that the insurer reduce or eliminate any self-insured retentions with respect to the Town, its officers, officials, agents, employees and volunteers.

**OTHER INSURANCE REQUIREMENTS**

The policies provided are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Town of Florence, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Contractor, including the Town’s general supervision of the Contractor, Products & Completed Operations of the Contractor, and automobiles owned, leased, hired, or borrowed by the Contractor.

The Policies shall be primary and non-contributory. The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by the Agreement.

The Contractor’s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of the Agreement.

The policies must contain a waiver of subrogation against the Town, its officers, officials, agents and employees, for losses arising from Work performed by the Contractor for the Town.

Workers’ Compensation and Employer’s Liability Coverage: The insurer must agree to waive all rights of subrogation against the Town, its officers, officials, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Town.

Claims Made Form: In the event any insurance policies required by the Agreement are written on a “claims-made” basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the Work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force

and contains the required provisions for the 3-year period.

## **SUBCONTRACTOR AND SUBCONSULTANT INSURANCE**

The Subcontractor's certificates of insurance must include all Subcontractors and Subconsultants as insured under its policies or the Contractor must maintain separate certificates and endorsements for each Subcontractor or Subconsultant. All coverages must be in the amounts shown in "Minimum Scope and Limits of Insurance" provisions.

## **NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of the Agreement must provide the required coverage and must not be suspended, voided or cancelled by either party, reduced in coverage or in limits, except after giving 30-day written notice, by certified mail, return receipt requested, to:

Town of Florence  
Risk Management Office  
P.O. Box 2670  
775 N. Main St.  
Florence, AZ 85132

## **ACCEPTABILITY OF INSURERS**

Insurance required herein is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona, and with an A.M. Best's rating of not less than A-. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## **VERIFICATION OF COVERAGE**

The Contractor must furnish the Town with Certificate of Insurance ACORD form or equivalent approved by the Town, and with original endorsements affecting coverage as required by the Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limits coverages must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the Town before Work commences. Each insurance policy required by the Agreement must be in effect on or before the earlier of commencement of Work under Agreement/Contract documents or the signing of any Agreement. Failure to maintain the insurance policies as required herein or to provide evidence of renewal is a material breach of contract.



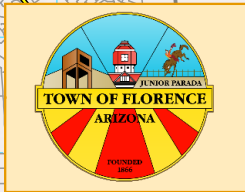
All required Certificates of Insurance shall be sent directly to the Town of Florence Clerk's Office. The project name must be included on the Certificate of Insurance. The Town of Florence shall be included as the "Certificate Holder". The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **APPROVAL**







Any modification or variation from the insurance requirements listed herein must be approved by the Town of Florence Risk Management Office, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

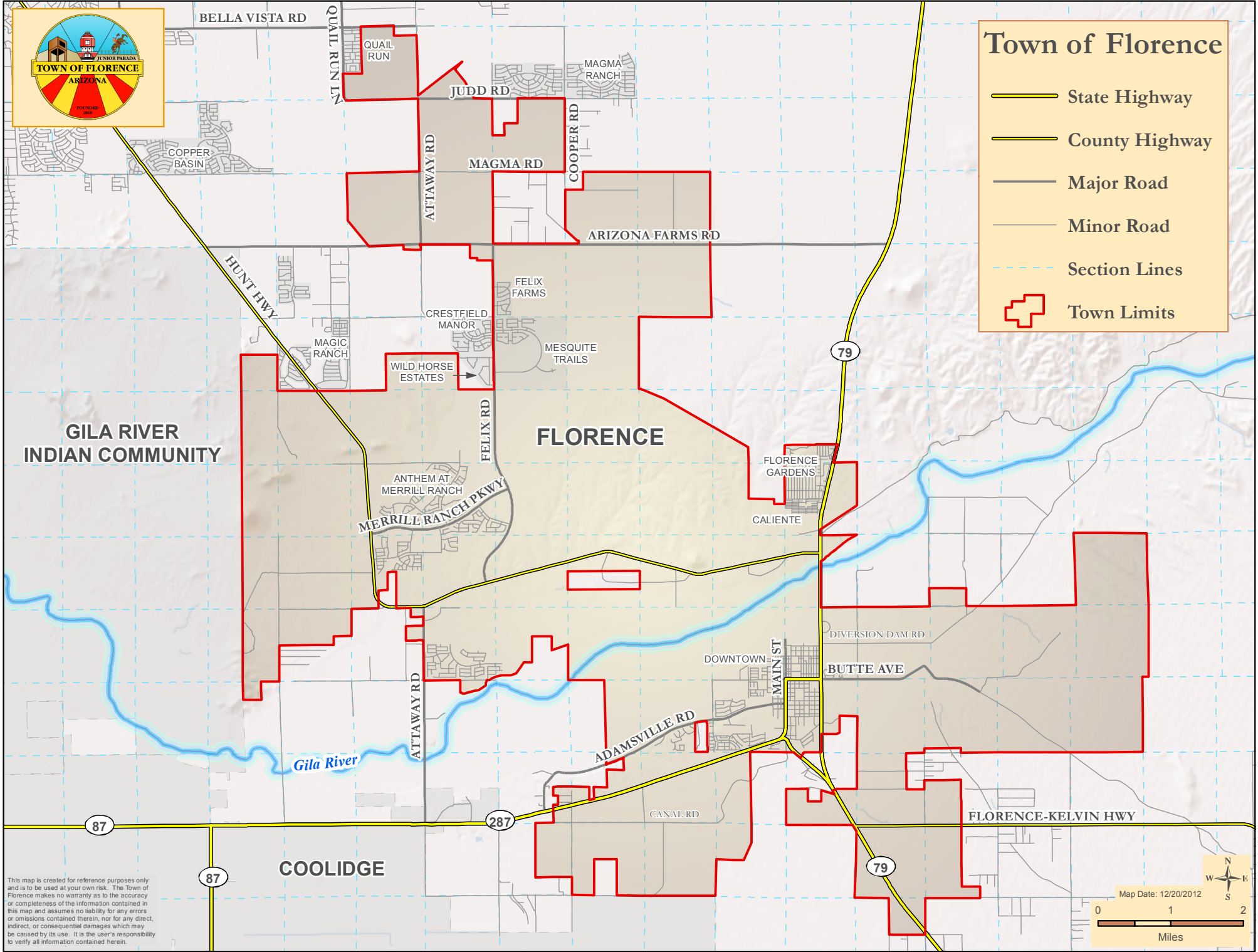


# **Exhibit 1 - Town of Florence Map**



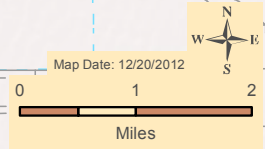
# Town of Florence

-  State Highway
-  County Highway
-  Major Road
-  Minor Road
-  Section Lines
-  Town Limits



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

Map Date: 12/20/2012



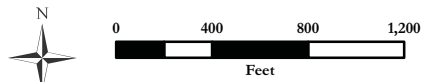
Miles

## **Exhibit 2 - Street Listings (Atlas)**

# Town of Florence

## Street Map Series

### Florence Gardens & Caliente



Date Created: 3/3/2016      Date Updated: 3/3/2016

#### Map Key

- Parcel Boundary
- Map Grid
- Town Limits
- Outside Town Limits
- County Highway
- Major Road
- Local Road

#### Street Index

- ALABAMA CT (C2)
- ARIZONA BLVD (A1, B1, C1)
- ARIZONA CIR (A1)
- BARREL CACTUS LN (A4, B4, C4)
- CALIENTE BLVD (B3, B4)
- CALIFORNIA BLVD (A1, B1, C1)
- CASITA CIR DR (C1)
- CHAPPAREL DR (A3, A4)
- CHOLLA LN (A4, B4, C4)
- COCHISE BLVD (A2, B2, C2)
- COCONINO AVE (C1)
- COLORADO AVE (C1, C2, C3)
- FIESTA DEL SOL (B3, C3)
- FLORENCE BLVD (C1, C2, C3)
- GILA BLVD (C3)
- GILA DR (A3, B3)
- GREASEWOOD LN (B4)
- GREENLEE CT (C2)
- HEDGE DR (A4, B4)
- HIGHWAY 79 (D1)
- IDAHO AVE (C1, C2)
- ILLINOIS AVE (C1, C2, C3)
- INDIANA AVE (A1, A2, A3)
- IOWA AVE (A1, A2, A3)
- IRONWOOD LN (C4)
- JOSHUA TREE LN (B4)
- KANSAS AVE (A2, A3)
- LANCASTER CIR (C1)
- LANCASTER CT (A1)
- MARICOPA BLVD (A3, B3, C3)
- MCFARLAND BLVD (A3, B3, C3)
- MESA DR (A4, B4)
- MESQUITE DR (A3, B3)
- MICHIGAN AVE (A2, A3)
- MINNESOTA AVE (B2, B3)
- MISSISSIPPI ST (C3)
- MOHAVE WAY (C3)
- MONTANA AVE (B1, B2, B3)
- NEBRASKA AVE (A1)
- NORTH DAKOTA AVE (B1, B2, B3)
- OCOTILLO DR (A4, B4, C4)
- OHIO AVE (B1, B2, B3)
- PALO VERDE LN (A4, B4, C4)
- PENNSYLVANIA AVE (C1)
- PINAL PARKWAY AVE (C1, C2, C3, C4, D1)
- PINAL WAY (C2)
- PLAZA DEL SOL (B3, B4, C3)
- PRICE RD (C4, D4)
- PRICKLEY PEAR LN (B4)
- PUEBLO DEL SOL (B3, C3)
- SAGUARO DR (A4, B4, C4)
- SANTA CRUZ DR (C1)
- SOUTH DAKOTA AVE (B1, B2, B3)
- TIEMPO DEL SOL (B4, C4)
- VISTA DEL SOL (C3, C4)
- WASHINGTON AVE (A1, B1)
- WASHINGTON ST (C2)
- WISCONSIN AVE (B1, B2, B3)
- YAVAPAI CT (C2)
- YUCCA DR (A3, A4)
- YUMA CT (C1)

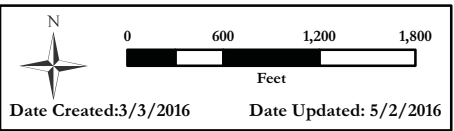


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# Town of Florence

## Street Map Series

### Downtown



### Map Key

- Parcel Boundary
- Map Grid
- Town Limits
- Outside Town Limits
- Major Road
- Local Road

### Street Index

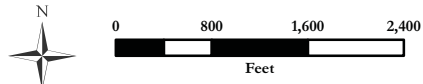
10TH ST (A1, B1)	MULBERRY ST (A1, A2)
11TH ST (A2, B2, C2)	OAK ST (A2)
12TH ST (A2, B2, C2)	ORLANDO ST (C2, C3, C4)
13TH ST (A2, B2)	PARK ST (C1, C2, C3, C4)
14TH ST (A2)	PEACOCK TRL (A2)
16TH ST (A2, B2)	PHOENIX ST (C1, C2)
18TH ST (B2)	PINAL PARKWAY AVE (C1, C2, C3, C4)
1ST ST (B1, C1)	PINAL ST (B1, B2)
20TH ST (B2)	POSTON CIR (A1, A2, B1, B2)
22ND ST (B3)	QUARTZ ST (B1, B2, B3)
3RD ST (B1, C1)	RIVER LOOP (D1, D2)
6TH ST (B1, C1)	RUGGLES ST (B1, C1)
7TH ST (B1)	SAN CARLOS ST (C2, C3, C4)
8TH ST (B1, C1)	SILVER ST (C1, C2)
9TH ST (B1)	SOUTHWIND WAY (A1, A2)
ADAMSVILLE RD (A3, B3)	STEWART ST (B3, C3)
AGUILAR ST (B2, C2)	SYCAMORE ST (A1, A2)
ASH ST (B2)	TURQUOISE DR (D1, D2)
ASHLEY WAY (C4)	UNIVERSITY ST (C1)
BAILEY ST (B1, B2)	VAN HAREN RD (B3)
BRADY ST (B2, C2)	VIRGINIA ST (B3, C3)
BUNKER HILL DR (A4)	WARNER ST (C1, C2)
BUSH ST (B1, B2)	WESTERN WAY (D2)
BUTTE AVE (A2, B2, C2, D2)	WILLOW ST (B1, B2, B3)
BUTTE CIR (A2, B2)	WRANGLER DR (D2)
CAMPBELL RD (B4)	
CANAL RD (B4)	
CEDAR AVE (A2)	
CELAYA ST (B3, C3)	
CENTENNIAL PARK AVE (A2, A4)	
CENTENNIAL PARK PL (A1, A2)	
CENTER ST (C1, C2)	
CENTRAL AVE (B1, B2, B3)	
CHURCH ST (C1)	
CIRCLE DR (B2)	
COLLINGWOOD ST (B2, C2)	
DANA AVE (A3)	
DESOTO ST (C2, C3)	
DIVERSION DAM RD (C1, D1)	
DURON ST (B2, C2)	
ECHO LN (C4)	
ELIZABETH ST (B2, B3, B4)	
ELLIOT ST (C3)	
EVERGREEN ST (A2)	
FELIZ ST (B3, C3)	
FLORENCE HEIGHTS DR (B4, C3, C4)	
FLORENCE ST (C1, C2)	
FOREMAN RD (C1)	
FREEDOM ST (A4)	
GEIB AVE (A2, B2)	
GRANITE ST (B1, B2)	
GRESSINGER ST (B3, C3)	
HIGHWAY 287 (A4, B4)	
HIGHWAY 79 (C4)	
HIGHWAY 79B (B4, C4)	
KEATING ST (B4, C4)	
KING ST (C1, C2)	
LIBERTY ST (A4)	
MAIN ST (B1, B2, B3, B4)	
MATILDA ST (C2, C3)	
MORNING DR (D2)	



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# Town of Florence

## Street Map Series Anthem at Merrill Ranch



Date Created: 3/3/2016

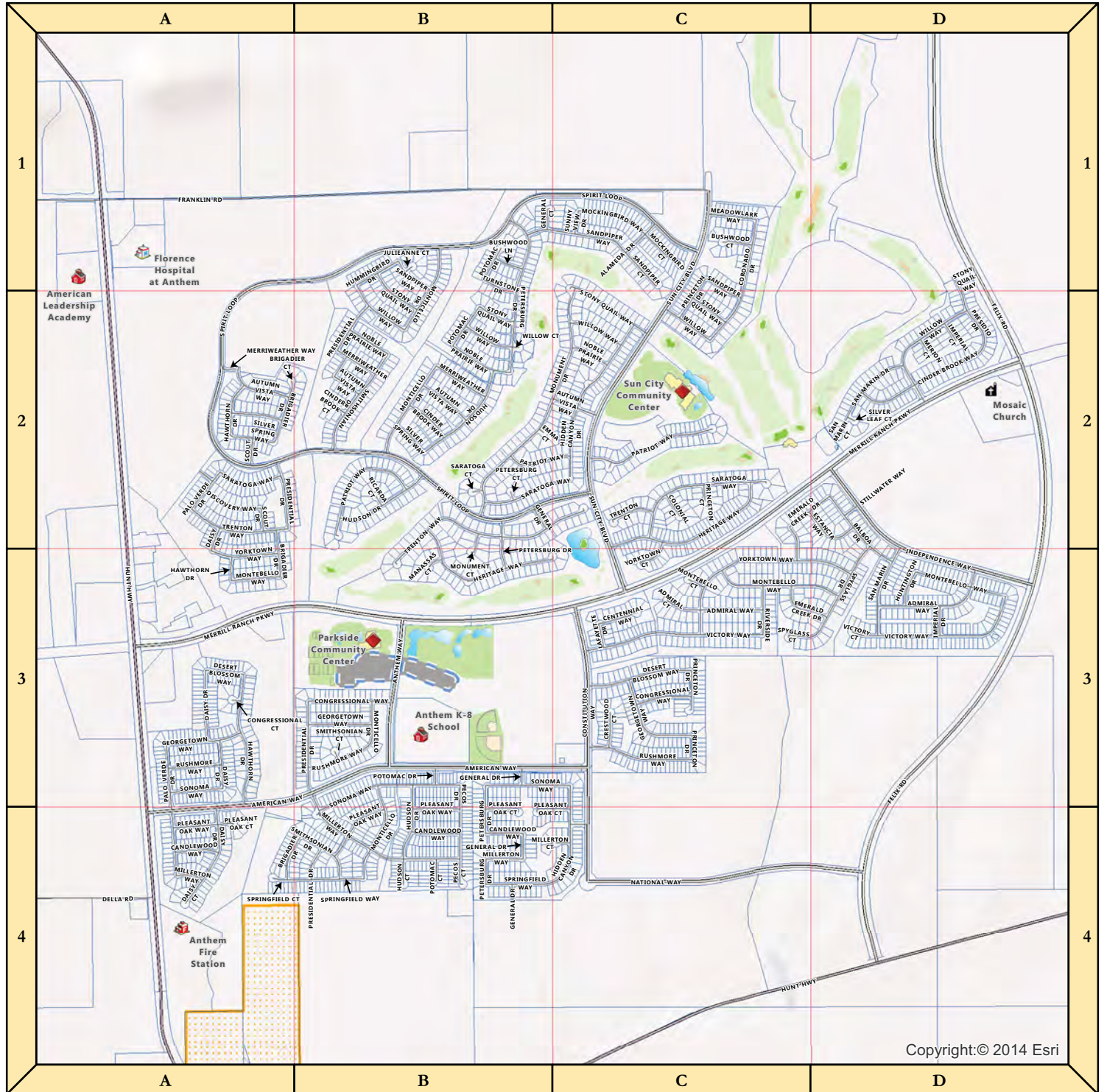
Date Updated: 3/3/2016

### Map Key

- Parcel Boundary
- Map Grid
- Town Limits
- Outside Town Limits
- County Highway
- Major Road
- Local Road

### Street Index

- |   |                                      |
|---|--------------------------------------|
| ADMIRAL CT (C3)                         | NATIONAL WAY (C4)                    |
| ADMIRAL WAY (C3, D3)                    | NOBLE PRAIRIE WAY (B2, C2)           |
| ALAMEDA DR (C1)                         | PALO VERDE DR (A2, A3, A4)           |
| AMERICAN WAY (A3, A4, B3, C3)           | PATRIOT WAY (A2, B2, C2)             |
| ANTHEM WAY (B3)                         | PECOS CT (B4)                        |
| AUTUMN VISTA WAY (A2, B2, C2)           | PECOS DR (B3, B4)                    |
| BALBOA DR (D2, D3)                      | PETERSBURG CT (B2)                   |
| BRIGADIER CT (A2)                       | PETERSBURG DR (B1, B2, B3, B4)       |
| BRIGADIER DR (A2, A3, A4, B4)           | PLEASANT OAK CT (A4, B4, C4)         |
| BUSHWOOD CT (C1)                        | PLEASANT OAK WAY (A4, B4)            |
| BUSHWOOD LN (B1)                        | POTOMAC CT (B1, B4)                  |
| CANDLEWOOD WAY (A4, B4, C4)             | POTOMAC DR (B1, B2, B3)              |
| CENTENNIAL WAY (C3)                     | PRESIDENTIAL DR (A2, B2, B3, B4)     |
| CINDER BROOK CT (B2)                    | PRESIDIO DR (D1, D2)                 |
| CINDER BROOK WAY (A2, B2, D2)           | PRINCETON CT (C2, C3)                |
| COLONIAL CT (C2)                        | PRINCETON DR (C1, C2, C3)            |
| CONGRESSIONAL CT (A3)                   | RICARDA CT (B2)                      |
| CONGRESSIONAL WAY (B3, C3)              | RICARDA DR (B2)                      |
| CONSTITUTION WAY (C3, C4)               | RUSHMORE DR (C3)                     |
| CORONADO DR (C1, C2)                    | RUSHMORE WAY (A3, B3, C3)            |
| CRESTWOOD CT (C3)                       | SAN MARIN CT (D2)                    |
| DAISY CT (A4)                           | SAN MARIN DR (D2, D3)                |
| DAISY DR (A2, A3, A4)                   | SANDPIPER CT (C1)                    |
| DELLA RD (A4)                           | SANDPIPER WAY (B1, C1, C2)           |
| DESERT BLOSSOM WAY (A3, C3)             | SARATOGA CT (B2)                     |
| DISCOVERY WAY (A2)                      | SARATOGA WAY (A2, B2, C2)            |
| EMERALD CREEK DR (C2, C3, D2, D3)       | SCOUT DR (A2)                        |
| EMMA CT (B2)                            | SILVER LEAF CT (D2)                  |
| ESTANCIA WAY (C2, D2)                   | SILVER SPRING WAY (A2, B2)           |
| FELIX RD (D1, D2, D3)                   | SMITHSONIAN CT (B3)                  |
| FRANKLIN RD (A1, B1, C1)                | SMITHSONIAN DR (B2, B4)              |
| GENERAL CT (B1)                         | SONOMA WAY (A3, B3, B4, C3)          |
| GENERAL DR (B2, B3, B4)                 | SPIRIT LOOP (A1, A2, B1, B2, C1, C2) |
| GEORGETOWN WAY (A3, B3, C3)             | SPRINGFIELD CT (A4)                  |
| HAWTHORN DR (A2, A3)                    | SPRINGFIELD WAY (A4, B4)             |
| HERITAGE WAY (B2, B3, C2, C3)           | SPYGLASS CT (C3, D3)                 |
| HIDDEN CANYON DR (B4, C2, C3, C4)       | SPYGLASS DR (D2, D3)                 |
| HUDSON CT (B4)                          | STILLWATER WAY (D2)                  |
| HUDSON DR (B2, B3, B4)                  | STONY QUAIL WAY (B1, B2, C1, C2, D1) |
| HUMMINGBIRD DR (B1)                     | SUN CITY BLVD (C1, C2, C3)           |
| HUNT HWY (A1, A2, A3, A4, C4)           | SUNNY VIEW DR (C1)                   |
| HUNTINGTON DR (D2, D3)                  | TRENTON CT (C2)                      |
| IMPERIAL CT (D2)                        | TRENTON WAY (A2, B2, B3, C2)         |
| IMPERIAL DR (D3)                        | TURNSTONE DR (B1, B2)                |
| INDEPENDENCE WAY (D2, D3)               | VICTORY CT (D3)                      |
| JULIEANNE CT (B1)                       | VICTORY WAY (C3, D3)                 |
| LAFAYETTE DR (C3)                       | WILLOW CT (B2)                       |
| MANASSAS CT (B3)                        | WILLOW WAY (B1, B2, C2, D2)          |
| MEADOWLARK WAY (C1)                     | YORKTOWN CT (C2, C3)                 |
| MERION CT (D2)                          | YORKTOWN WAY (A3, C3, D3)            |
| MERRILL RANCH PKWY (A3, B3, C2, C3, D2) |                                      |
| MERRIWEATHER WAY (A2, B2)               |                                      |
| MILLERTON CT (C4)                       |                                      |
| MILLERTON WAY (A4, B3, B4)              |                                      |
| MOCKINGBIRD CT (C1)                     |                                      |
| MOCKINGBIRD WAY (C1)                    |                                      |
| MONTEBELLO CT (C3)                      |                                      |
| MONTEBELLO WAY (A3, C3, D3)             |                                      |
| MONTICELLO DR (B1, B2, B3, B4)          |                                      |
| MONUMENT CT (B2, B3)                    |                                      |
| MONUMENT DR (B2, C1, C2)                |                                      |



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## **SECTION B**

### **Solid Waste Services Agreement**



**SOLID WASTE SERVICES AGREEMENT  
BETWEEN  
TOWN OF FLORENCE  
AND**

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This SOLID WASTE SERVICES AGREEMENT (this "Agreement") is made on \_\_\_\_\_ 2019 (the "Effective Date") between THE TOWN OF FLORENCE, an Arizona municipal corporation (the "Town") and \_\_\_\_\_, a(n) \_\_\_\_\_ limited liability corporation, (the "Contractor").

RECITALS

A. The Town issued a Request For Proposals, "Solid Waste Services (the "RFP"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for residential curbside solid waste collection and disposal services, bulk waste collection and disposal services, residential recycling services and sludge handling services within the corporate limits of the Town of Florence (the "Services").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Definitions. As used herein, and notwithstanding any other contrary definition given these terms under Arizona law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

1.1 "Bulk Waste" means Solid Waste composed of materials not easily containerized in a Solid Waste Cart or Recycling Cart such as, but not limited to, Green Waste, furniture, cardboard and large appliances. "Bulk Waste" means discarded furniture (including chairs, sofas, mattresses, and area rugs, but not carpeting); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Electronic Waste (including stereos,

televisions, computers, VCRs and other similar items commonly known as “brown goods”); Residential wastes (including wood waste, tree trunks and large branches if no longer than one (1) foot in diameter, four (4) feet in length and fifty (50) lbs. in weight per bundles; scrap wood, in the aggregate not exceeding twenty (20) cubic yards per Collection); clothing; and tires. Bulk Waste items do not include such things as car bodies or Construction and Demolition Waste, or any other items that cannot be handled by two persons.

1.2 “Bulk Waste Collection Services” means Collection of Bulk Waste and delivery to the Disposal Facility or the Recycling Facility by the Contractor.

1.3 “Bulk Waste Services” means Bulk Waste Collection Services and the disposal of Bulk Waste at the Disposal Facility or recycling of Bulk Waste at the Recycling Facility.

1.4 “Business Day” means any day, Monday through Friday, from 6:00 AM, Local Time to 5:00 PM, Local Time.

1.5 “Cart” means a Recycling Cart or a Solid Waste Cart as applicable.

1.6 “Council” means the Mayor and Town Council of the Town of Florence, Arizona.

1.7 “Collection” means the act of picking up Solid Waste or Bulk Waste from Residential Units and delivery of the Solid Waste or Bulk Waste to the Disposal Facility. Collection shall also mean the act of picking up Program Recyclables from Residential Units and delivery of the Program Recyclables to the Recycling Facility.

1.8 “Collection Service” means Residential Solid Waste Collection Services, Residential Bulk Waste Collection Services, Residential Recycling Collection Services.

1.9 “Commencement Date” means the earliest date the Contractor shall commence the Collection Services in accordance with this Agreement and pursuant to the phase-in schedule set forth in section 4.1B. The parties agree that Contractor shall commence service pursuant to this Agreement on July 1, 2019.

1.10 “Complaint” means a communication received by Contractor from a Customer or Town indicating services have not been performed in accordance with this Agreement, or otherwise expressing dissatisfaction with service.

1.11 “Construction Debris” means solid waste derived from the construction, repair or remodeling of buildings or other structures.

1.12 “Construction and Demolition Waste” shall include Construction Debris and Demolition Debris.

1.13 “Contract Administrator” means the Town Manager of the Town, or his designee or designees, who shall represent the Town in the administration and supervision of this Agreement.

1.14 “Demolition Debris” means solid waste derived from the demolition of buildings or other structures.

1.15 “Disposal Facility” means a facility, area of land or excavation in which Solid Waste and Bulk Waste are placed for permanent disposal. Disposal Facility does not include a land application unit, surface impoundment, injection well, compost pile or waste pile or an area containing ash from the on-site combustion of coal that does not contain household waste, household hazardous waste or conditionally exempt small quantity generator waste.

1.16 “Disposal Services” means the disposal of Solid Waste and Bulk Waste by the Contractor.

1.17 “Dumpster” means any metal container with a capacity of 12 or 20 cubic yards intended to be mechanically placed into a hauling unit that is compatible with the Town’s sludge hauling and or screened material at its’ Wastewater Treatment Plants. Basically, an open-top metal container serviced by a roll off truck.

1.18 “Expiration Date” means June 30, 2024 at 11:59 PM, Local Time.

1.19 “Hazardous Waste” means solid waste as described in 40 Code of Federal Regulations part 261, as amended.

1.20 “Local Time” means the time in Florence, Arizona.

1.21 “Missed Block” shall mean, as determined by three or more customers on a block, that each customer deems that her/his respective properly-prepared Cart that was set out at the Collection location on the scheduled Collection day was not picked up by the Contractor.

1.22 “Missed Collection” shall mean, as determined by the customer, a properly prepared Cart that was set out at the Collection location on the scheduled Collection day that was not picked up by the Contractor.

1.23 “Non-recyclable Waste” means the portion of Solid Waste, exclusive of Hazardous Waste, that is not Recyclable.

1.24 “Person” means an individual, corporation, Contractor, association, partnership, unit of local government, state agency, Federal agency, or other legal entity.

1.25 “Premises” means land, building or other structures (or parts thereof) where solid waste is stored or accumulated.

1.26 “Process”, “Processed”, or “Processing” means the separation, sorting, crushing, baling, shredding, flattening or other treatment of program recyclables into Recovered Materials.

1.27 “Processing Fee” means the per ton fee for receipt and processing of Recyclables.

1.28 “Recovered Material(s)” means Recyclable Materials which have been processed at the Recycling Facility to market specifications.

1.29 “Recyclable Materials” means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

1.30 “Recyclable Materials Collection Services” means the provision of

Residential Recycling Collection Service.

1.31 “Recycling” means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.32 “Recycling Cart” means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Program Recyclables from Residential Service Units. All such Recycling Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.33 “Recycling Facility” means a Solid Waste Facility that is owned, operated or used for the storage, treatment or processing of Recyclable Materials and that handles wastes that have a significant adverse effect on the environment,

1.34 “Recycling Services” means the collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of Recyclable Materials to Recycling Facility, and processing and marketing of Recyclable Materials at the Recycling Facility.

1.35 “Rejects” means material other than Residue, such as Non-recyclable Waste or materials, which is delivered with Recyclable Materials and which shall be handled and accounted for separately from Recyclable Materials and Residue.

1.36 “Residential Bulk Waste” means Bulk Waste that is generated and disposed of at a Residential Service Unit.

1.37 “Residential Bulk Waste Collection Service” means the Collection of Bulk Waste by the Contractor from Residential Service Units and the delivery of the Bulk Waste to the Disposal Facility or Recycling Facility.

1.38 “Residential Recyclable Materials” means any Recyclable Materials that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.39 “Residential Recycling Collection Services” means the Collection of Recyclable Materials by the Contractor from Residential Service Units and the delivery of the Recyclable Materials to the Recycling Facility.

1.40 “Residential Recycling Services” means the Collection of Recyclable Materials by the Contractor from Residential Service Units, delivery of the Recyclable Materials to the Recycling Facility and processing and marketing of the Recyclable Materials at the Recycling Facility.

1.41 “Residential Services” means Residential Solid Waste Services, Residential Bulk Waste Collection Services and Residential Recycling Services.

1.42 “Residential Service Unit” mean residential dwellings and establishments identified by the Town to receive Residential Services from the Contractor and utilizing (i) a Solid Waste Cart for the accumulation and set-out of Residential Solid Waste and (ii) a Recycling Cart for the accumulation and set-out of Residential Recyclable Materials. Town, at

its sole discretion, may add or delete Residential Units.

1.43 “Residential Solid Waste” means any garbage, Green Waste or rubbish that is generated from Residential Service Units, not including Construction and Demolition Waste or Hazardous Waste.

1.44 “Residential Solid Waste Collection Services” means the Collection of Solid Waste by the Contractor from Residential Service Units and delivery of the Solid Waste to the Disposal Facility.

1.45 “Residential Solid Waste Services” means the Collection of Solid Waste by the Contractor from Residential Service Units, delivery of the Solid Waste to the Disposal Facility, and disposal of the Solid Waste at the Disposal Facility.

1.46 “Residue” means that portion of the Recyclable Materials accepted by the Contractor which is not converted to Recovered Materials due to spoilage, breakage, contamination and/or transportation or processing inefficiencies, other than Rejects.

1.47 “Scavenging” means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of appropriate law, rule or regulation.

1.48 “Solid Waste” means any garbage, trash, rubbish, waste tire, refuse, sludge from a wastewater treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material unless otherwise excluded by the Arizona Revised Statutes. This definition is also utilized interchangeably with sludge from wastewater treatment plants, (WWTP).

1.49 “Solid Waste Cart” means a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by the Town Manager for the Collection of Residential Solid Waste. All such Solid Waste Carts must be clearly marked in a manner as approved by the Town Manager or authorized designee.

1.50 “Solid Waste Facility” means a transfer facility and any site owned, operated or utilized by any person for the storage, processing, treatment or disposal of solid waste, conditionally exempt small quantity generator waste or household hazardous waste unless otherwise excluded by Arizona Revised Statutes.

1.51 “Source Separated Materials” means materials that are separated by material type by the generator.

1.52 “State” means the State of Arizona.

1.53 “Ton” means a unit of weight equal to 2,000 pounds.

1.54 “Town Facility” means any Town-owned or operated facility designated by the Town for Town Facility Services. The Town has the sole authority to add or eliminate Town Facilities.

1.55 “Town Facility Recycling Collection Services” means the Collection of



Recyclable Materials from Town Facilities via Containers or Recycling Carts and delivery to the Recycling Facility by the Contractor.

1.56 “Town Facility Solid Waste Collection Services” means the Collection of Solid Waste by the Contractor from a Town Facility and delivery of the Solid Waste to the Disposal Facility.

## 2. Representations.

2.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

2.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

2.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

A. Authority. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Recyclable Materials Processing. The Contractor has entered into a contract for Recyclable Materials processing and marketing services.

C. Solid Waste Disposal. The Contractor has entered into a contract for Disposal Services.

D. Licenses; Materials. The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

E. Insurance/Bonds. The Contractor has obtained and submitted to

the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement and (2) documentation of performance bonds as required by this Agreement and in amounts exceeding the minimums found in the “Town of Florence Insurance Requirements”.

F. Legal Arizona Workers Act Compliance. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors’ breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.

G. No Legal Action Pending. To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

Contractor agrees that it shall take all steps necessary to ensure that the representations set forth in this Section 2.3 shall remain true and correct for the entire Term of this Agreement.

### 3. Term of Agreement.

3.1 Initial Term. Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall be for five (5) years and shall commence on the Commencement Date and continue in effect until the Expiration Date (the “Initial Term”).

3.2 Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to five additional one-year terms (each, a “Renewal Term”). The Initial Term and any Renewal Terms shall be collectively referred to herein as the “Term.” To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. The Town’s notice of non-renewal of the Agreement shall be provided to Contractor no less than 60 days prior to the expiration of any term of the Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and the Agreement Party will automatically be renewed for one year. Notwithstanding the above, Town may request Contractor to renegotiate the operational terms of this Agreement one year after the Commencement Date.

4. Solid Waste Services, Bulk Waste Services and Recycling Services. The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates, as determined by the phase-in schedule included in section 4.1B, and the Contractor shall charge rates for such services in amounts no greater than as set forth on Exhibit C.

#### 4.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall collect, once per week on a scheduled day, all Solid Waste from carts at each Residential Service Unit in the Town. Contractor shall deliver the Residential Solid Waste collected to the Disposal Facility and dispose of the Residential Solid Waste at the Disposal Facility. Upon the receipt of a written work order from the Town, Contractor shall provide additional Solid Waste Cart collection and non-collection day Collection Services.

B. Residential Bulk Waste Services. Contractor shall collect, on the second Tuesday of each month, all Bulk Waste from Residential Service Units in Town. Residential Service Units shall schedule Bulk Waste Collection by notifying Contractor by telephone, e-mail or by using Contractor's website. Notwithstanding the above, Contractor agrees that, for six months after the Commencement Date, Contractor shall collect all Bulk Waste that has been placed out for collection regardless of whether a Bulk Waste Collection has been scheduled by a Residential Service Unit (the "Transition Period"). Upon expiration of the Transition Period, Contractor agrees to make Bulk Waste Collections which were not scheduled in accordance with this subsection prior to the next regular Bulk Waste Collection day upon notification by the Town. Bulk Waste Contractor shall deliver the Bulk Waste collected to the Disposal Facility and dispose of the Bulk Waste at the Disposal Facility.

C. Town Facility Solid Waste Collection. Contractor shall collect all Solid Waste and Recyclables from Town Facilities as determined by the Town of Florence.

#### 4.2 Recycling.

A. Residential Recycling Services. Contractor shall collect, once per week on a scheduled day, all Recyclables in a Residential Recycling Cart from each Residential Service Unit in the Town. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

B. Town Facility Recycling Collection. Contractor shall collect, on a frequency solely decided by the Town, all Recyclables from each Town Facility. Contractor shall deliver the Recyclables collected to the Recycling Facility. In addition, Contractor shall process and market the Recyclables delivered to the Recycling Facility.

C. Disposal Prohibited. The Contractor shall be prohibited from (1) disposal of and/or landfilling of any Recyclables accepted or processed at the Recycling Facility or (2) marketing Recyclables to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Recyclables, except when approved in writing by the Town.

4.3 Manner of Providing Services. Unless otherwise stated in this Agreement, the Contractor shall be solely responsible for all aspects of the management, operation and maintenance of equipment relating to the Services including, but not limited to, the following:

B. Rejected Loads. Transportation and disposal of Rejected Loads (as defined in subsection 5.2 below) at the Recycling Facility to the Disposal Facility.

C. Residue and Rejects. Transportation and disposal of Residue and

Rejects at the Recycling Facility to a Disposal Facility.

D. Recovered Materials. The shipping and marketing of Recovered Materials processed at the Recycling Facility.

E. Records. The maintenance of complete and accurate records and the provision of reports to the Town in accordance with the requirements of this Agreement.

F. Maintenance. The preventive maintenance, maintenance and repair of systems and equipment including vehicles, buildings, grounds and other equipment.

G. Clean-up. The prevention and clean-up of litter, spillage, dust and odor as set forth in this Agreement.

H. Personnel. The recruitment, hiring and training of all managerial, supervisory and operating personnel providing the Services.

I. Carts. Purchase, maintenance, disposal and delivery of new Solid Waste Carts and Recycling Carts, as applicable, once the program begins. Contractor shall also be solely responsible for storage of unused Carts.

4.4 Part-Time Residents. Seasonal residents will have the option to place their account on vacation hold if they are leaving the Town for a period longer than 30 days and up to one (1) year. Their account will be placed on vacation hold and any credit will remain on the account until they call Contractor's office to reinstate their service. Residents must call when they leave for vacation and when they return. Account balances are prorated to the day residents leave and return from vacation.

## 5. Inspection of Loads and Rejected Loads.

5.1 Contractor's Right to Inspect Loads. The Contractor may inspect each delivery of Recyclables prior to and upon their discharge at the Recycling Facility.

5.2 Unacceptable Loads. Contractor may not designate a load as an unacceptable load for any reason other than those identified in this section. Prior to departure from the Recycling Facility of the vehicle delivering Recyclable Materials to the Recycling Facility, Contractor may designate a load as a "Rejected Load" for the following reasons:

A. Excessive Non-Recyclable Waste. A load of Recyclables contains more than 15% Non-recyclable Materials by weight.

B. Public Health Danger. A load of Recyclables presents a substantial endangerment, such as disease or death, to the public or employee health or safety.

C. Hazardous Waste. A load contains Hazardous Waste that cannot be easily separated from acceptable materials.

### 5.3 Procedure upon Rejection of Load.

A. Notice of Rejected Load. If the Contractor designates a load as a Rejected Load for the reasons set forth in subsections 5.2 above, Contractor must immediately

provide written notice to the Town, including the reason the load was designated a Rejected Load.

5.4 Procedure upon Rejection of Load due to Hazardous Waste.

A. Notice of Rejected Load due to Hazardous Waste. If the Contractor designates a load as a Rejected Load for the reason set forth in subsection 5.2(C) above, Contractor must immediately provide written notice to the Town, including the reason the load was designated as containing Hazardous Waste.

6. Collection and Processing Equipment.

6.1 Collection Services Vehicles.

A. Appearance of Collection Services Vehicles. Contractor shall paint all Collection Service vehicles uniformly with the name of Contractor, customer service office telephone number and the unique identification number of the vehicle in letters not less than six inches high on each side and the rear of the vehicle. All Collection Services vehicles shall be uniquely numbered, and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for events sponsored by the Town, which shall be advertised on request of the Town and at no cost to the Town.

B. Age of Collection Services Vehicles. Contractor shall provide all Collection Services pursuant to this Agreement with Collection vehicles less than seven years of age.

6.2 Collection Services Carts. Town shall have the sole decision in determining the appearance of the Carts.

A. Purchase and Initial Distribution of Carts. The Contractor, at its sole cost, shall purchase all Carts required for the provision of Collection Services pursuant to this Agreement. In addition, the Contractor, at its sole cost, shall deliver one Solid Waste Cart and one Recycling Cart to each Residential Service Unit prior to the Commencement Date, unless instructed otherwise by the Town. The Contractor shall attach a program introduction notice to each Cart delivered.

B. Subsequent Distribution, Maintenance and Storage. After the initial distribution of Carts, Contractor, at its sole cost, shall deliver Cart(s) to a Residential Service Unit within two business days of the request by the Town. Contractor shall attach a program introduction notice to each Cart delivered. Only clean serviceable carts will be delivered to customers.

C. Cart Care and Maintenance. Contractor's employees shall take care to prevent damage to Carts by unnecessarily rough treatment. Contractor shall be solely responsible for Cart maintenance. Routine cart cleaning shall be resident's responsibility.

D. Reserve Carts. Contractor shall maintain a minimum of 15 Solid Waste Carts and 15 Recycling Carts at a secure location within the corporate limits of the Town to ensure that extra or replacement Carts can be expeditiously provided upon the request of the Town.

E. Replacement of Carts. Upon notification to Contractor by the Town or a customer that a Cart has been lost, destroyed, stolen or that it has been damaged

beyond repair, Contractor shall purchase, if necessary, and deliver a replacement Cart to such customer within two business days. At the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed, stolen or damaged beyond repair Cart(s) for the life of the Agreement at no cost to the Town or the customer if determined by the Contract Administrator or authorized designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. For additional replacements beyond those as provided in this Agreement or for Carts purchased by written authorization of the Town Manager, Town shall reimburse Contractor the purchase cost paid by Contractor for the Cart.

### 6.3 Collection and Processing Equipment, Excluding Carts.

A. Purchase, Operation and Maintenance. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for all costs of purchasing, operating and maintaining Collection and processing equipment for the Term of this Agreement. Town, at its sole discretion, shall determine whether the Contractor is or is not properly maintaining the Collection and processing equipment. If the Town determines the Contractor is not properly maintaining the Collection and/or processing equipment, Contractor shall replace such equipment in accordance with this Agreement and Town may assess liquidated damages in accordance with Section 18 of this Agreement.

B. Replacement. Unless otherwise stated in this Agreement, Contractor shall be solely responsible for the replacement of Collection and processing equipment if such equipment is lost, stolen or damaged beyond normal wear and tear. If Contractor or Town determines that Collection and/or processing equipment requires replacement, Contractor shall replace such equipment within 14 calendar days with comparable equipment. Contractor shall be responsible to make the appearance of the replacement equipment in adherence with the requirements of this Section.

### 6.4 Ownership.

A. Carts and Containers. Ownership of Carts and containers shall rest with the Contractor during and after the term of the Agreement.

6.5 Disposal Facility and Recycling Facility Equipment. The Disposal Facility, Recycling Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Recyclable Materials to markets. The Recycling Facility shall be capable of recording the type of Recyclable Materials received for each incoming truck. Additionally, the Recycling Facility shall be capable of recording the weights of each type of Recyclable Material that are shipped. Contractor shall separately weigh, record and tabulate each load from Town.

7. Personnel. Contractor shall assign a qualified person or persons who will oversee its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator. Contractor agrees that the Town shall have 24-hour access to said representative via a non-toll call from the corporate limits of the Town. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

7.1 Key Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this

Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal or superior ability and qualifications. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels.

7.2 Uniforms. Contractor shall furnish each employee involved in the performance of this Contract with a uniform and safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times while working.

7.3 Safety Training. Contractor shall provide regularly scheduled, on-going operational and safety training for all its employees. In addition, Contractor's employees shall be trained to perform their duties to maximize the Town's recycling rate, minimize contamination, and promote recycling at all times. Training meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month, all temporary and newly hired permanent Collection personnel and supervisory employees must receive comprehensive safety and operational training prior to working on the Collection vehicles or performing duties under this Agreement. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

7.4 General Training. All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved and provide necessary knowledge to eliminate delays and Missed Collections, all supervisory and Collection employees must be provided equipment and supplies prior to and during the performance of their duties. All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

7.5 Contact with Others. Contractor's employees shall treat all customers, co-workers, Town employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence and the use of profanity are strictly prohibited. The Town reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the Town, pursuant to this Agreement.

7.6 Compliance with Laws. In performance of Collection Services, Contractor's employees must adhere to municipal, Town, State, County and Federal laws. Town reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Town may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Town, from service to the Town.

8. Hours of Operation and Holidays. Contractor shall not make any changes to the hours of

operation as provided in this Section without the prior, written approval of the Contract Administrator.

8.1 Residential Collection Services, Excluding Holidays (as defined in subsection 9.7 below), Contractor shall provide Residential Collection Services from Monday through Thursday, 6:00 AM, Local Time to 5:00 PM, Local Time. Residential Collection Services that fall on a Holiday shall be collected as set forth in Section 8.5 below.

8.2 Extension of Collection Services Hours of Operation. If the Contractor determines that the Collection Services will not be completed by 5:00 PM, Local Time on the scheduled Collection day, the Contractor shall notify the Town by 3:00 PM, Local Time and request an extension of the Collection hours. The Contractor shall inform the Town of the areas not completed, the reason for non-completion and the expected time of completion. The Town must approve any extension of hours of operation.

8.3 Disposal Facility. Excluding holidays as defined in subsection 8.5 below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Fri) between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.4 Recycling Facility. Excluding Holidays, Contractor shall maintain or cause its provider to maintain the Recycling Facility open and available to receive Recyclables five (5) days per week between 7:00 AM, Local Time to 6:00 PM, Local Time.

8.5 Holidays. The Town, at its sole discretion, may add or delete holidays. If the Town elects to add or delete holidays, the Town will provide the Contractor notice in accordance with the provisions of this Agreement. If a holiday occurs on a scheduled Collection day, Contractor shall perform the scheduled Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled Collection day. For purposes of this Agreement, "Holidays" shall include the following:

- A. New Year's Day
- B. Thanksgiving Day
- C. Christmas Day

9. Customer Service Complaints. Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.

9.1 Customer Service Complaint Resolution Procedure. All customer service complaints shall initially be directed to the Contractor. The Contractor will generate an electronic work order outlining all legitimate complaints received. The work order will contain (A) date and time of call, (B) customer name, address and phone number and (C) type of complaint. A copy of the work order will then be electronically submitted to the Town, including a schedule for resolution. The Contractor will resolve each customer complaint in a timely manner as set forth below:



A. Handling Complaints. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

B. Customer Information. The Contractor shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and Contractor, according to the terms of this agreement.

C. Same Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block on that same day if the complaint is received by the Contractor prior to 11:00 AM, Local Time.

D. Next Day Request. If the complaint is a Missed Collection or Missed Block, Contractor shall pick up the Missed Collection or Missed Block before 5:00 PM, Local Time on the next calendar day if the complaint is received by the Contractor after 11:00 AM, Local Time.

E. Other Complaints. If the complaint is other than a Missed Collection or Missed Block, Contractor shall resolve the complaint within 24 hours of written notice of such complaint to Contractor.

9.2 Work Order Reporting. Upon resolution of the customer complaint, Contractor will close the work order and resubmit it to the Town. The closed work order will include (A) Contractor's determination as to legitimacy of the complaint, (B) the date, time and action taken to resolve complaint and (C) the name of responsible contact at Contractor's location regarding the complaint.

10. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property that is damaged by the Contractor. Such property damages shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement of damaged property within 48 hours, the Town may, but shall not be obligated to, repair or replace such damaged property and the cost of doing so (A) shall be paid by the Contractor to the Town within 30 days of receipt of demand therefore or (B) may be deducted by the Town from any amounts owing to the Contractor.

A. In General. The Contractor shall abide by the route and schedules. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town or outside the Town en route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, alleys, or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such closures. Any and all route and/or schedule changes shall be approved by the Town Manager. The Contractor shall furnish written notices of changes in schedules to the customers at least

ten (10) days prior to the actual change in routes or schedules.

NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of winter resident yard waste. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

NOTE: Some Town roads, public and private, improved and unimproved, may not accommodate larger trucks. Alternative vehicles may need to be considered to accommodate service. Contractor will make all reasonable efforts to accommodate this provision. If all reasonable efforts have been exhausted and such roads remain inaccessible, Contractor and the Town Manager will communicate, coming to an agreement as to alternative pick up locations, types of vehicle used, etc. to complete the route in the most cost effective and reasonable means necessary.

11. Spillage and Leakage, Litter, Dust and Odor.

11.1 Spillage and Leakage. Contractor shall clean up any spilled or blowing materials as well as fluids spilled or leaked from Contractor's vehicles by the Contractor, Contractor's employees or authorized persons or entities providing service to the Contractor. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling and blowing of materials does not occur. Contractor shall perform all cleanups within two hours of the spillage or leakage.

11.2 Litter. If Contractor operates the Disposal Facility, the Recycling Facility or the processing facility for Green Waste, the Contractor shall be required to pick up any and all litter (including any glass spillage) which blows or falls from the Disposal Facility, Recycling Facility or Green Waste facility onto the site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if operated for more than ten hours per day. All on-site parking areas and roadways shall be swept at least once per month.

11.3 Dust and Odor. If Contractor operates the Disposal Facility, the Recycling Facility or Green Waste facility the Disposal Facility, Recycling Facility and Green Waste facility shall be operated to prevent the escape of dust and odors. The Contractor shall routinely clean the tip floor and the process and storage areas.

12. Recordkeeping, Reporting, Audited Financial Statements and Reporting Format.

12.1 Recordkeeping. The Contractor shall create, maintain and make available records as defined in, and required by, all applicable local, State and Federal laws, rules and regulations and any reports as are reasonably necessary to document the following:

A. Deliveries. Recyclables deliveries, Residential Solid Waste deliveries, time delivered to Recycling Facility, time delivered to Disposal Facility, tonnage of material delivered, Rejected Loads by date collected and other information as requested by Contract Administrator (a monthly summary shall also be submitted to the Town).

B. Missed Collections; Problem Set-out. Missed Collections, Late Set-outs and Improper Set-outs on a daily basis including the address, time and date for each and the reason, photograph and notice for Improper Set-outs (a monthly summary shall also be submitted to the Town).

C. Recovered Material. Recovered Material from Recyclables, tons marketed by commodity, entity marketed to, price paid by the end market and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).

D. Recyclables. For Recyclables, document incoming tonnages, residue tonnages, rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity. Contractor shall provide an explanation if incoming tonnages does not equal the total of rejects tonnages, hazardous waste tonnages, marketed tonnages by commodity and inventory tonnages by commodity (a monthly and annual summary shall also be submitted to the Town).

E. Hazardous Waste. Hazardous Waste including the source, tonnage, date received, disposal facility and other information as requested by Contract Administrator (a monthly and annual summary shall also be submitted to the Town).

F. Other Regulatory Documents. Such other documents and reports as the Town may reasonably require to verify compliance with the Agreement or to meet the Town's reporting requirements with the State.

G. Availability of Documents. All of Contractor's records shall be available to Town and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

## 12.2 Reporting.

### A. Initial Reports.

1. Transition Plan. The Contractor shall provide a transition plan 90 calendar days prior to Commencement Date. This plan shall detail transition to the Contractor providing Solid Waste Service, Bulk Waste Service and Sludge Hauling Service. This transition plan will be submitted for approval by the Contract Administrator.

2. Processing and Marketing Plan. The Contractor shall provide a processing and marketing plan 90 calendar days prior to Commencement Date. This plan shall detail the processing and marketing of all Recyclables and Recyclable Materials at the site. This processing and marketing plan will be submitted for approval by the Contract Administrator.

3. Hazardous Waste Contingency Plan. The Contractor shall provide a Hazardous Waste contingency plan, 30 calendar days prior to the Commencement Date, to the Contract Administrator and to the Town's Risk Manager. This plan shall detail what actions shall be taken by the Contractor upon discovery of Hazardous Waste. This contingency plan will be reviewed by the Contract Administrator. The plan shall include a copy of a signed

contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered. The plan must comply with all State and Federal regulations regarding the handling of Hazardous Waste. Non-conformance with any State or Federal regulation shall cause rejection of the plan. This Hazardous Waste contingency plan will be submitted for approval by the Contract Administrator.

B. Monthly Reports. Contractor shall submit all monthly reports required by this Agreement to the Town Manager or authorized designee within seven calendar days following the end of each calendar month.

C. Annual Reports. Contractor shall submit all annual reports required by this Agreement to the Town Manager or authorized designee within 30 calendar days following the end of the Town's fiscal year.

12.3 Report Format. Within 14 days after the Commencement Date, the Contractor will be required to submit to the Town for its approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic format approved by the Town and in hard copy.

13. Customer List, Billing and Collections, Payment and Annual Adjustments.

13.1 Customer List. On or before June 1, 2019, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Regardless of the customer list, Contractor shall provide Collection Services to all Services Units and Town Facilities in accordance with this Agreement.

13.2 Billing and Collection.

A. Solid Waste, Bulk Waste, Recycling and Disposal Services. The Town shall bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Solid Waste Services in accordance with the rate structure attached hereto as a part of Exhibit C and as may subsequently be adjusted as set forth in this Agreement. Unless authorized in writing by the Contract Administrator, the Contractor shall not bill Residential Service Units for Residential Solid Waste, Bulk Waste, Recycling Services and Solid Waste Services.

1. Delinquent and Closed Accounts. The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

2. Individual Rights. Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

3. Equal Opportunity. Contractor shall strictly adhere to applicable equal employment opportunity requirements of federal, state, and local regulations as amended from time to time.

4. Protection of Privacy.

a. At the time of delivery of the Carts to a Residential Service Unit and at least once a year thereafter, Contractor shall provide notice in the form of a separate, written statement to each Residential Service Unit that clearly and conspicuously informs the occupant of:

(1) The nature of personally identifiable information collected or to be collected and the nature of the use of such information.

(2) The nature, frequency, and purpose of any disclosure which may be made of such information, including any identification of the types of persons to whom the disclosure may be made.

(3) The period during which such information will be maintained by the Contractor.

(4) The times and place at which the Customer may have access to such information in accordance with Section 8 of this Agreement.

(5) The limitations provided by this Section with respect to the collection and disclosure of information by Contractor and the right of the Customer to enforce such limitations.

b. For purposes of this subsection, the term “personally identifiable information” does not include any record aggregate data which does not identify particular persons.

c. Except as provided in herein, Contractor shall not disclose personally identifiable information concerning any customer without the prior written or electronic consent of the customer concerned.

d. Contractor may disclose such information if the disclosure is:

(1) Necessary to render or conduct a legitimate business activity related to Services provided by the Contractor to the customer.

(2) Made pursuant to a court order authorizing such disclosure, if the customer is notified of such order by the person to whom the order is directed.

e. A customer shall be provided, free of charge, access to all personally identifiable information regarding that customer which is collected and

maintained by Contractor. Such information shall be made available to the customer at reasonable times and at a convenient place designated by Contractor. A customer shall be provided reasonable opportunity to correct any error in such information.

f. Contractor shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending request or orders for access to such information under or pursuant to a court order.

g. Upon notification by the Town, the Contractor shall be permitted to pick up the Solid Waste Cart and Recycling Cart from any Residential Service Unit for which fees for service have remained delinquent after the first notice of delinquency by the Town to the customer.

13.3 Payment for Variance; Inspections. For the duration of this Agreement, Contractor shall be solely responsible for the costs associated with the request for and issuance of a variance by the Pinal County Environmental Health Division with respect to services to be provided pursuant to this Agreement. Contractor shall also be responsible for conducting any inspections required as a condition upon the Town's variance. Contractor shall provide the Town with (A) quarterly reports detailing the inspections completed and (B) other such information or reports as may be requested by the Town from time to time to comply with the requirements of the variance.

13.4 Contractor Payment to Town/Operating Agreement Fee. Contractor shall pay Town in consideration of the grant of this Agreement a sum equal to five percent (5%) of the gross retail revenues of Solid Waste Services (excluding governmental impositions such as sales taxes) from the sale by it of solid waste, bulk waste, recycling and sludge hauling services within the present and any future corporate limits of Town, as shown by Solid Waste Services billing records (the "Fee"). The Fee shall be due and payable quarterly. For the purpose of verifying the amounts payable hereunder, the books and records of the Contractor shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times. Beginning on the Commencement Date, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

13.5 Nature of Agreement. This Agreement is exclusive only as to those geographic areas within Town limits. Contractor may not assign this Agreement to any other person, firm or corporation without the prior written consent of Town.

13.6 Insurance Requirements. The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required

by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.

A. General Liability. The Contractor shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version).

B. Automobile Liability. The Contractor shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, material or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.

13.7 Annual Rate Adjustments. All costs proposed in Exhibit C shall remain fixed from the execution of this Agreement through February 29, 2020. On March 1, 2020 and every March 1st thereafter during the Term of this Agreement, all costs of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be a composite of two indices, 85% of which will be the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI") and 15 % of which will be the Diesel Fuel price index by the United States Department of Energy (the "DOE"). The Diesel Fuel adjustment shall be based on the most recent price as of July 1st of the then-current year as compared to the same price as calculated one year ago for Diesel Fuel (cents per Gallon), U.S. The CPI adjustment shall be calculated by comparing the index as of July 1st of the then-current year with the same index as it existed on July 1st of the prior year.

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI plus the Diesel Fuel price index by the DOE) exceed 5% per year.

13.8 Annual Route Audit. Once during the first year and every third year thereafter, the Contractor shall conduct an audit of its Collection routes in the Town. The annual route audit, at minimum, shall consist of an independent physical observation by person(s) other than the route driver or route supervisor of each Residential Customer in the Town. The annual

route audit information shall include, at a minimum, the following information for each account:

For Residential Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling);
- Service Address; and,
- Cart condition.

Within 30 days after the completion of the route audit, the Contractor shall submit to the Town a report summarizing the results of the annual audit. One copy shall be submitted to the Public Works Director. This summary shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Types of billing and service exceptions observed;
- Number of billing and service exceptions by type;
- Total monthly billing, pre-audit;
- Total monthly billing, post-audit (subsequent to corrections of identified exceptions); and,
- Percentage of billing and service exceptions:
- Percentage of the number of accounts with errors to the total number of accounts served;
- Percentage of the “net” change in monthly billing as a result of the audit to the total pre-audit monthly billing; and,
- Percentage of the “absolute” change in net monthly billing as a result of the audit to the total “pre-audit” monthly billing.

The report shall include a description of the procedures followed to complete the annual route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.



The report shall also include a description of the changes and the Contractor's plans to resolve the exceptions. The results of the annual audit shall be available for review by the Town or its representative.

14. Public Education Activities. Contractor shall provide the following services associated with public education notices at no cost to the Town or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

14.1 Distribution of Program Introduction Notice. Contractor shall distribute, at Contractor's own expense, a program introduction notice for each Residential Service Unit for which Contractor delivers a Cart. The program introduction notice shall be delivered to each Residential Service Unit twice before Collection begins. Contractor shall deliver the first notice via first class mail not later than 60 days prior to the Commencement Date. Thereafter, Contractor shall attach a program introduction notice via a non-adhesive means to each Cart delivered to a customer or picked up by a customer at the Contractor's office.

14.2 Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print and distribute, at Contractor's own expense, an improper set-out notice. The improper set-out notice shall be approved by the Town and shall include one original with two copies. The improper set-out notice shall include (A) the date (B) reason for non-Collection and (C) Contractor's customer service telephone number and (D) any other information the Town requests. Contractor shall attach the original improper set-out notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an improper set-out notice. Contractor shall maintain copies of improper set-out notices and digital photos in a format that enables Contractor to immediately retrieve a requested notice or photo by address. Contractor shall provide a monthly report of improper set-out notices as set forth in this Agreement.

15. Ownership of Solid Waste and Recyclables. Title to Solid Waste, including Bulk Waste, shall pass to the Contractor once the Contractor takes possession of the materials at the Residential Service Unit. The risk of loss to the Recyclable Materials shall pass to Contractor at the time they are picked up by the Contractor.

16. Addition and Deletion of Recyclable Materials. The Town reserves the right to add or delete other Recyclables to the program or delete Recyclable Materials from the program if the contracting parties agree it is economically and technically feasible. Additional fees, if any, for recovery of additional Recoverable Materials may be negotiated and implemented as a change in service fee in an amendment to this Agreement.

17. Liquidated Damages. Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement, Town will suffer damages which are difficult to determine and adequately specify. The acts or omissions set forth in this Section 17 shall be considered a breach of the Contract. The Contractor shall be liable for the liquidated damage amount set forth herein upon any determination by the Town that performance has not occurred consistent with the provisions of the Agreement. The Town shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered

by the Town. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint. The Contractor agrees, in addition to any other remedies available to the Town, that the Town may deduct the full amount of any liquidated damages from any payment due to the Contractor. The remedy available to the Town under this paragraph shall be in addition to all other remedies which the Town may have under law or at equity.

17.1 Missed Collection. \$25 for each Missed Collection above two misses per Collection day, to be assessed at the end of each Collection month. A Missed Collection occurs when (A) a resident reports that their material was set at the curb by 6:00 AM, Local Time and was not collected; (B) the address was not reported by the Contractor as a late set-out or an improper set-out. Contractor may dispute the designation as a Missed Collection to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a set-out is a Missed Collection.

17.2 Missed Block. \$250 for each incident of the Contractor failing to pick up material on a block. A Missed Block occurs when one side of a street between cross streets or an entire cul-de-sac where residents from at least three households on that street report that they had their material out before 6:00 AM, Local Time and the material was not picked up; the material was properly sorted, and the address was not reported by the Contractor as a late set-out. Contractor may dispute the designation as a Missed Block to the Contract Administrator. In the case of a dispute, the Contract Administrator's determination shall be final as to whether a block is a Missed Block.

17.3 Less than Majority Collected. \$2,500 for each incident for failure to complete a majority (50%) of the Collections on a given day.

17.4 Failed Spill Clean-up. \$250 for each incident for failure to clean up material spilled or littered by Contractor within six hours of verbal or written notification.

17.5 Failed Vehicle Maintenance. \$100 for each incident for failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.

17.6 Failed Correction of Missed Collection. \$250 for each incident for failure or neglect to collect materials from a Missed Collection location within the amount of time specified in this Agreement.

17.7 Failed Cart Maintenance. \$100 for each incident for failure to maintain Carts or Containers in proper working order ten days after notice has been provided by the Town.

17.8 Fail to Timely Complete Reports. \$250 for each incident for failure to timely provide a complete monthly or annual report.

17.9 Failure to Return Carts. \$100 for each incident for failure to return Carts or Containers to their original locations after collection. For the purposes of this subsection, "original location" shall mean within ten feet of the location at which the Cart was placed immediately prior to the Contractor picking it up for service. Contractor shall not be penalized

for any Carts returned to their original location which are subsequently moved by a third party.

17.10 Failure to Provide Updated Maps. \$50 per day for each day beyond 30 days after change in routing for failure to provide updated route maps to Town after change in routing.

17.11 Failure to leave Education Tag. \$100 for each incident for failure to leave an education tag when material that is inappropriately prepared is not collected.

17.12 Failure to Label. \$100 for each incident for distributing Carts without labels that include text and graphics depicting what materials may be placed in the containers.

17.13 Failed Customer Complaint Response. \$100 per Business Day thereafter per incident for failure to respond to any customer complaint received by the close of the following Business Day.

17.14 Failure to Document Customer Complaints. \$50 per Business Day thereafter per incident for failure to provide the Town with the required resolved customer complaint documentation.

17.15 Failure to Accept Materials. \$3,000 for each day for failure to be able to accept materials on any day after the date upon which service begins on which materials are to be collected.

17.16 Failed Reject Handling. \$500 for each occurrence for failure to handle Rejects in accordance with this Agreement.

Exceptions: For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform Collection Service is the result of conditions of Force Majeure as set forth in Section 25 of this Agreement, or inclement weather severe enough that trucks cannot safely take Collections, provided however, that the Contractor shall obtain the approval for the delay from the Town prior to 3:00 PM, Local Time of the scheduled Collection day.

17.17 Limitations on Scope of Agreement. The Agreement shall be exclusive except as to the categories of Solid Waste listed in this Section and only to the extent described herein. The granting of this Franchise shall not preclude the categories of Solid Waste listed below from being delivered to and collected and transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town that is otherwise required by law:

- A. Recyclable Materials source separated from Solid Waste by the Customer and for which Customer sells or is otherwise compensated by other Persons in a manner resulting in a net payment to the Customer;
- B. All Temporary Roll-off Box service;

- C. Temporary Bin service for the Collection of Construction and Demolition Waste;
- D. Roll-Off Box and Bin service provided at Non-Town Sponsored Events;
- E. Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition Contractor or as part of a total service offered by said licensed Contractor or by the Town, where the licensed Contractor utilizes its own equipment and employees;
- F. Solid Waste, including Recyclable Materials, which is removed from any Premises by the Customer, and which is transported personally by the Customer off such Premises (or by his or her full-time employees) to a processing or Disposal Facility;
- G. Recyclable Materials and Waste which are source separated at any Premises by the Customer and donated to youth, civic, or charitable organizations;
- H. Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor utilizing its own equipment and employees as an incidental part of a total service offered by the Contractor rather than as a hauling service;
- I. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- J. Collection services related to take-back programs in which manufacturers or retail establishments accept extended responsibility for Recycling goods produced or sold.
- K. Hazardous Waste, medical waste, and radioactive waste, regardless of its source; and,
- L. The casual or emergency Collection, removal, Disposal or diversion of Solid Waste by the Town through the Town's officers or employees.

The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to Collect any or all types of the Solid Waste listed in this Section without seeking or obtaining approval of the Contractor under this Agreement. Town may enter into agreements with other entities for the solid waste and Recycling services not provided for in this Agreement, including but not limited to, Disposal of street sweeping debris and Waste from Town landscaping maintenance operations, contract services, "niche" Recycling Services, and Hazardous Household Waste pickups.

The Contractor is granted the right and privilege to Collect, transport, or process and Dispose of Solid Waste only as is consistent with State and federal laws, now and during the term of the

Franchise, therefore, the scope of this exclusive Franchise shall be limited by current and developing State and federal laws with regard to Solid Waste handling, exclusivity of Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, new legislative enactments or developing legal trends limit the ability of the Town to lawfully permit the scope of Franchise services set forth herein, the Contractor agrees that the scope of the work will be limited to those services and materials which may lawfully be provided for under the Agreement, and that the Town shall not be responsible for any lost profits which are claimed by the Contractor to arise from such further limitations upon the scope of the Agreement as set forth herein. In such an event, it shall be the sole responsibility of the Contractor to minimize the financial impact to the services being provided, to the fullest extent possible.

17.18 Town's Right to Acquire Services. The Contractor acknowledges and agrees that the Town may permit other Persons besides the Contractor to provide additional Solid Waste services not otherwise contemplated under this Agreement. If, pursuant to this Agreement, the Contractor and the Town cannot agree on terms and conditions of such additional or expanded diversion services within ninety (90) days from the date when the Town first requests a proposal from the Contractor to perform such services, the Contractor acknowledges and agrees that the Town may permit Persons other than the Contractor to provide such services.

17.19 Clean-Up Days. The Town usually sponsors one (1) clean-up day per year. The Contractor agrees that it shall cooperate with the Town to fulfill any requirement necessary for the Contractor to provide services for this effort. These services shall include at a minimum the following: household hazardous waste, batteries, tires, scrap metal, electronics and those items not typically and/or excluded from the services of this Contract.

17.20 Annexations. This Agreement extends to any territory annexed to the Town during the term of this Agreement which is not within the service area for another solid waste enterprise. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and the Town agrees that it shall cooperate with the Contractor to fulfill any requirement necessary for the Contractor to service the annexed area consistent with this paragraph. The Town is developing and as such customers are constantly added/deleted as a result of growth and the demographics of its citizens.

17.21 Holiday Tree Collection Program. Contractor shall operate and notify Customers about an annual Holiday Tree Collection and Recycling program. The program shall include both Collection from Single Family and Multi-Family Customers. Collection period shall be from the first Collection day after December 25 and ending on the second Saturday in January. The Contractor shall reasonably cooperate with the Town in the scheduling and operation of the Holiday Tree Collection program. Trees must be cut into lengths no longer than seven (7) feet, be free of ornaments, garlands, and tinsel, and stands must be removed. Trees shall be diverted from Disposal. The Town shall provide Contractor reasonable advanced notice of the location to be used for the Holiday Tree Collection Program.

17.22 Emergency Collection and Disposal Service. Contractor will assist Town at the Town's request for emergency Collection and Disposal service in the event of major disaster, such as an earthquake, storm, wind storm, riot or civil disturbance, or as otherwise determined necessary by the Town, by providing Collection vehicles and drivers normally

assigned to the Town, at the rates provided. The rate for this service is to remain fixed for the term of the Agreement.

17.23 Special Event Collections. Contractor will assist the Town at no charge at the Town's request in providing Solid Waste collection services at special events as identified by the Town, provided that the Town provides Contractor with reasonable notice of such Special Events at least ten (10) calendar days prior thereto.

18. Performance Guaranty. Contractor shall furnish the Town with a Performance Bond covering faithful performance of this Agreement. The bond shall be submitted within 45 days following the Effective Date, but in no event later than the Commencement Date. The Bond shall be in an amount not less than the annual value of this Agreement and in a form approved by the Town Attorney. The term of the Bond shall be not less than one year beginning on the Commencement Date. The Contractor shall furnish the Town with a renewal of the Bond for an additional term of not less than one year from the expiration date of the Bond then in effect for each year this Agreement is in effect. The renewal of the Bond shall be submitted at least 30 days prior to the expiration date of the Bond then in effect. Notwithstanding the foregoing, the Surety shall not be obligated to renew the Performance Bond for any successive year. Non-renewal shall not be construed as a default by the Contractor under the bond and shall not be actionable under any bond provided. The Performance Bond shall be limited to one and only one surety which shall be issued by a Surety Contractor authorized to do business in the State of Arizona and have A.M. Best rating of "A" or better and the "T" Underwriting limitation is not exceeded by this Bond.

19. Taxes. Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

20. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

21. Compliance with Municipal Code. The Contractor shall comply with those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

21.1 The Municipal Town Code Chapter 52 entitled and known as the "Solid Waste Ordinance of the Town of Florence" has been excerpted and criteria contained therein is included below. In order to protect the health and safety of the citizen of the Town and to protect the environment by establishing minimum standards for the storage, collection, treatment,

transportation, processing and disposal of Solid Waste; adherence to the provisions of Chapter 52 of the Town Code is required.

### 21.2 Responsibility for Solid Waste and Recyclables

A. The responsible party of any premises shall be responsible for their solid waste or recyclables until the solid waste or recyclables are collected by the Town of Florence agents of the Town of Florence or licensed solid waste haulers.

B. The responsible party of any premises shall be responsible for the sanitary conditions of the premises, business establishment or industry, and for the proper storage, containment and placement for collection of all solid waste and recyclables. Except as provided in this chapter, it shall be a violation for any person to bury, dump, dispose or release upon any street, alley, right-of-way or public land, any solid waste or recyclables, including construction and demolition solid waste and tires.

### 21.3 Solid Waste or Recyclables Container Requirements

A. *General statement.* The responsible party of any premises shall be responsible for the sanitary condition of the premises and for the proper storage, containment and placement for collection of all solid waste and recyclables. All solid waste and recyclables shall be stored in a manner that does not present a health or safety hazard or public nuisance, including, but not limited to the breeding of insects. No person shall place, deposit or allow to be placed or deposited on his or her premises or private property or any public street, alley or right-of-way any solid waste or recyclables except in a manner prescribed in this chapter.

#### *B. General requirements.*

1. All responsible parties using or occupying any dwelling unit, commercial, industrial or institutional establishment or grounds within the corporate limits of the Town of Florence where solid waste and recyclables accumulate, shall contain their solid waste and recyclables in watertight and fly-tight containers.

2. Solid waste shall be stored, collected and hauled for disposal in accordance with the State Department of Health Services and State Department of Environmental Quality Regulations.

3. It is the container users' and responsible parties' responsibility to properly contain solid waste or recyclables generated on their premises and to keep the area around the container continuously clear and free of all debris. If the property has alley solid waste service, the term **AREA** includes the alley.

4. A minimum service level of no less than one-fourth cubic yard per dwelling unit, collected twice weekly, is required for all residential establishments. One-fourth cubic yard is equivalent to 50 United States gallons or one-half of a Town of Florence 96-gallon curbside collection container.

5. All solid waste and recycling containers shall be maintained in a sanitary condition. Containers shall not be stored or maintained in such a manner as to constitute a nuisance, health or safety hazard.

6. It shall be unlawful for any person not authorized by the responsible party to remove, collect or disturb the solid waste and recyclables stored in the containers or to remove from a solid waste or recycling container any solid waste or recyclables set out for collection and disposal by the Town of Florence or agents of the town or licensed solid waste haulers. This prohibition does not apply to law enforcement officers acting within the scope of their official duties.

7. It shall be unlawful for any person to utilize the solid waste or recycling containers or receptacles assigned to other persons for the disposal of solid waste or recyclables without their permission. This does not apply to the automated solid waste or recycling collection system where residents share the use of common containers.

8. The lids or covers of any solid waste and recycling containers shall at all times be kept secure in such a manner to prevent intrusion or moisture, infestation of insects and scattering of solid waste or recyclables. Covers shall be kept closed except when containers are being loaded or emptied. Each container shall be placed on or adjacent to the property of the authorized user at a location approved by the Director.

9. Location of containers in alleys. Containers used for storage of solid waste and recyclables shall be placed as follows:

a. Containers shall be located on one side of the alley, as determined by the Director.

b. No container shall be placed so as to restrict egress from an exit door or beneath a fire escape. No container shall be placed under a street floor window unless the window is of fire-resistant construction.

10. Non-alley containers shall be located in such a manner to not interfere with pedestrians or vehicles at a location approved by the Director.

11. All boxes, cartons and crates shall be collapsed before being placed in containers. Ashes shall be soaked with water to extinguish any live embers and contained in tied bags before placement in containers.

12. Explosive or flammable materials of any kind shall not be placed in any solid waste recycling container.

13. Corrosives, reactives, oxidizers, lead acid batteries or any hazardous waste shall not be disposed of in solid waste or recycling containers.

14. Pool chemical containers shall be emptied, rinsed, drained and moisture free prior to being placed in a solid waste or recycling container.

*C. Residential user requirements.*



1. All household solid waste and grass shall be bagged and securely tied before being placed in solid waste containers. Solid waste shall be drained of all liquids and tied in waterproof bags before being placed in solid waste containers.

2. Construction and demolition solid waste shall not be placed in a solid waste or recycling container. If the construction and demolition solid waste is generated, the responsible party is responsible for the removal and disposal of the solid waste. All construction and demolition solid waste shall be removed promptly and shall not be stored in any location where it may blown or otherwise dispersed beyond the construction site. The Town of Florence may, upon request from the responsible party, provide containers for the construction and demolition solid waste for a different and separate fee.

3. It shall be unlawful to place material in any solid waste or recycling container of a volume or weight which prevents the collection vehicle from emptying the container or which damages the collection vehicle or container. Maximum weight of material placed in any 90- to 100-gallon container shall not exceed 200 pounds. Maximum weight of material placed in a 300-gallon container shall not exceed 500 pounds.

4. It shall be unlawful for any person not authorized by the town to utilize, for other than its intended purpose, the lid from any solid waste or recycling container.

#### 21.4 Residential Bulk Trash Placement and Collection Services.

A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one-week period includes the two weekends prior to the scheduled placement date.

B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.

C. Bulk trash placed out for collection shall be in neat stacks.

D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.

E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.

F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.

G. Items of bulk trash which are acceptable for normal residential collection are:

1. Tree limbs and branches less than four feet in length and 12 inches in diameter;

2. Palm fronds;

3. Metal materials 20 pounds or less;

length;

4. Pipe less than one inch in diameter and less than four feet in

5. Cardboard boxes;

vegetation clippings;

6. Bagged or boxed leaves, weeds, grass, small hedge and

and appliances and equipment not containing refrigerants;

8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;

9. Hedge clippings, such as oleanders; and

10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be construed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

H. Items of bulk trash which are not acceptable for normal residential collection include:

1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;

2. Vehicles or equipment parts in excess of 20 pounds;

3. Metal material in excess of 20 pounds;

4. Tires;

5. Pipe over one inch in diameter or over four feet in length;

6. Cement, cement blocks, bricks, asphalt, stones and dirt; and

7. Lead acid batteries.

22. Pinal County Garbage Collection Variance Plan Application. Approval must be obtained from Pinal County's Environmental Health Department in conjunction with the Arizona Department of Environmental Quality for a variance transitioning to the collection and disposal of recycling materials prior to the start of operation. This shall be accomplished by assisting the Town with the variance request. Contractor shall obtain all necessary approvals, permits and variances for Town prior to the Commencement Date. The variance may be amended from time to time. Contractor shall indemnify the Town against all penalties, fines or fees which result from a failure to obtain the variance prior to the Commencement Date.

23. Town Inspection Rights.

23.1 Town's Right to Inspect Records, Books, Data and Documents. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to all books, records, data and documents of the Contractor for inspection and audit, at Town's expense. Additionally, the Contractor shall give the Town written notice of any other professional relationships it enters into with the Town or any of its agencies or component units during the period of this Agreement.

23.2 Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility and Recycling Facility if operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

#### 24. Dispute Resolution.

24.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

24.2 Definition of Claim. As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

24.3 Process for Dispute Resolution. In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

24.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor

shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

25. Force Majeure. Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

26. Labor Unrest. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of

additional personnel to be utilized and detailed communications procedures to be used.

2) Meet the requirements agreed to in the contingency plan.

3) Meet the requirements below:

Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

27. Procedures in Event of Excused Performance. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section. Throughout service disruption, Contractor shall:

1) Provide Town with a minimum of daily service updates.

2) Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, Contractor shall update its website and shall provide ongoing updates to Town for use on its website, and a “reverse 911” contact method to reach all possible Customers. Should enhanced contact technologies become available, Contractor shall use such methods upon approval from Town.

The interruption or discontinuance of the Contractor’s services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days’ notice.

28. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers (“Indemnitees”) harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively “Claims”) for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor’s performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor 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 Indemnitor 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. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

29. Insurance.

29.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured

retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

**Town of Florence Insurance Requirements for Contractors**

Employer’s Liability		\$1,000,000
Contractors General Liability		
a.	General Aggregate	\$2,000,000
b.	Products – Completed Operations Aggregate	\$2,000,000
c.	Personal and Advertising Injury	\$2,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e.	Excess or Umbrella Liability	
	1.) General Aggregate per job	\$3,000,000
	per policy year	\$5,000,000
	2.) Each Occurrence per job	\$3,000,000
	per policy year	\$5,000,000
Automobile Liability		
a.	Bodily Injury:	
	Each Person	\$1,000,000
	Each Accident	\$1,000,000
b.	Property Damage	
	Each Accident	\$1,000,000
c.	Combined Single Limit of	\$1,000,000
Contractual Liability		
a.	Bodily Injury:	
	Each Accident	\$2,000,000
	Annual Aggregate	\$2,000,000
b.	Property Damage:	
	Each Accident	\$2,000,000
	Annual Aggregate	\$2,000,000
	Each Accident	\$2,000,000
	Annual Aggregate	\$2,000,000
Workman’s Compensation		
a.	Bodily Injury by Accident	each accident \$1,000,000
b.	Bodily Injury by Disease	each employee \$1,000,000
c.	Bodily Injury by Disease	policy limit \$1,000,000

The Town of Florence requires that a certificate of Liability and Workman’s Compensation

Insurance be provided with limits of liability and the Town of Florence named as additional insured.

30. Termination; Cancellation.

30.1 By the Town, For Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within 30 days after receipt of written notice from the Town specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Contractor has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner; provided further that such cure period shall not exceed 90 days), the Town may if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section: (i) contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five consecutive calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service or operation of the Disposal Facility or Recycling Facility; (ii) the failure of Contractor to process Recyclables for a period of five consecutive calendar days at any time after the Commencement Date; (iii) if the Contractor's hazardous substance contingency plan as required by this Agreement hereof shall fail to comply with all Federal and State regulations regarding the handling of hazardous waste; (iv) the failure of Contractor to pay amounts owed to the Town under the terms of this Agreement within 14 calendar days after such amounts become finally due and payable; (v) if Contractor does not pay its debts when they become due; or shall have filed, or consented by answer or otherwise to the filing against it of a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the forgoing; and (vi) the default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.

A. Failure to Cure. If the Contractor shall fail to cure its Breach or Default as specified in this Section, the Town may terminate this Agreement upon ten days written notice. In such case, the Contractor shall not be entitled to receive further payment for services rendered from the effective date of the notice of termination.

B. Notice of Termination. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.



C. Town's Right to Mitigate. In addition, Town may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in Town's sole opinion shall be required for the completion of the Agreement. All damages, costs and charges incurred by Town, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of such excess.

D. Contractor Not in Breach. If after Notice of Termination it is determined for any reason that Contractor was not in Breach or Default, then the rights and obligations of the Town and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in paragraph 1 of this Section.

30.2 For Town's Convenience. If, during any 12-month period during a Term of the Agreement, Contractor shall incur liquidated damages pursuant to section 17 above in excess of \$2,500.00, the Town may terminate this Agreement. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the Town to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the Town's election to terminate this contract in whole or in part for its convenience.

30.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

30.4 Transition to the Next Contractor. If the transition of services to another Contractor occurs through expiration of term, default and termination, or otherwise, the Contractor will cooperate with the Town and subsequent Contractor's to assist in an orderly transition which will include, but not be limited to, the Contractor providing detailed route lists, billing and service-level information and other operating records needed to service all properties covered by this Agreement. The failure to cooperate with Town following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide Town with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full Working Day prior to the first day of Collection by another

party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Contractor shall cooperate in good faith with Town and any new service provider in scheduling exchanges of Contractor containers with containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of containers nor go without a container for an inconvenient length of time.

30.5 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The Town may cancel this Agreement without penalty or further obligation by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

30.6 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to the gratuity.

30.7 By Contractor, For Cause. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Town which has not been remedied within 30 days after receipt of written notice from the Contractor specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within 30 days, provided that the Town has undertaken the cure within such 30 days and proceeds diligently thereafter to cure in an expeditious manner), the Contractor, may if such breach or default is continuing, terminate this Agreement upon written notice to the Town. The following events shall, without limitation, constitute a Material Breach or a Material Default by Town for purposes of this Section: (i) The failure of Town to pay amounts owed to the Contractor under the terms of this Agreement within 45 days after such amounts become finally due and payable or (ii) If Town shall have filed, or consented by answer or otherwise to the filing against it of, a petition for relief or reorganization under the bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take official action for the purpose of any of the foregoing.

A. Failure to Cure. If Town shall fail to cure its Breach or Default as specified, the Contractor may terminate this Agreement upon ten days written notice. In such case, the Town shall not be entitled to receive further payment from the Contractor from the effective date of the Notice of Termination.

B. Damages. All damages, costs and charges incurred by Contractor,

together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Town. In case the damages and expenses so incurred by Contractor shall exceed the unpaid balance, then Town shall be liable and shall pay to Contractor the amount of such excess.

31. Miscellaneous.

31.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

31.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

31.3 Further Assurance. Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

31.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

31.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

31.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

31.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

31.8 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to, nor will they, combine business operations under this Agreement.

31.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor. Any amendments must in all respects comply with applicable provisions of the Florence Town Code.

31.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

31.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

31.12 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

31.13 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

31.15 Rights and Remedies. No provision in this Agreement shall be construed,



Facsimile: (520) 868-7564  
Attr: Town Attorney

If to Contractor:

or at such other address and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following Business Day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following Business Day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

31.20 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

31.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the Effective Date of this Agreement for the duration of the work and until three years after the date of final payment by

the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

31.22 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

31.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

31.24 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Pinal County.

31.25 Use by Other Governmental Entities. This Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents and political subdivisions of the State. Any usage by other entities must be in compliance with applicable laws, ordinances, charters, and rules and regulations of the respective entity and must be approved by the City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**TOWN OF FLORENCE, an Arizona municipal corporation (the "Town")**

\_\_\_\_\_  
Tara Walter, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Clifford Mattice, Town Attorney





## **EXHIBITS**

Exhibit A	Solid Waste Services Request for Proposals (RFP)
Exhibit B	Solid Waste Services Proposal
Exhibit C	Prices

**EXHIBIT A**  
**Solid Waste Services Request for Proposals**  
**(RFP)**

**EXHIBIT B**  
**Solid Waste Services Proposal**

# **EXHIBIT C**

## **Pricing**