

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
STERICYCLE ENVIRONMENTAL SOLUTIONS INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 16, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Stericycle Environmental Solutions, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services, Inc. ("Mohave") entered into Contract No. 130-PSC-1107 with PSC Environmental Services, Inc. ("PSC"), effective November 7, 2013, (the "Mohave Contract"), as amended by those Extensions of Contract dated September 24, 2014, and November 3, 2015; the Mohave Contract Transfer Request from PSC to Contractor, executed on November 4, 2015; that Extension of Contract dated October 3, 2016; the Agreement to Amend the Terms and Conditions of the Existing Contract dated May 16, 2017; and the Extension of Contract dated October 17, 2017; (collectively, the "Mohave Contract"), for the Contractor to provide household hazardous waste collection and disposal services. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Contractor, and the Mohave Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with household hazardous waste collection and disposal services and related materials, as more particularly set forth in Section 2 below (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 19, 2018. This Agreement may be extended in one year increments for a maximum of one (1) additional term, upon the mutual agreement of the parties in writing. The Agreement may be terminated prior to its termination date as otherwise provided in this Agreement or the Mohave Contract.

2. Scope of Work. The scope of work for this Agreement is set forth in the Proposal submitted by Stericycle to the Town, attached hereto as Exhibit B, and incorporated by this reference. Changes to the Scope of Work must be agreed upon by the parties in a written change order (“Change Order”). Each Change Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) be attached hereto as Exhibit 2 and incorporated herein by reference. Change Orders submitted without referencing this Agreement and the Mohave Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Services are subject to final inspection and acceptance by the Town. Upon discovery of non-conforming Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Service into compliance and withhold the cost of same from any payments due to the Contractor.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$40,166.00 per year, and a maximum amount of \$178,230.00 (including all renewals), for the Services.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Services performed and completed to date pursuant to the Scope of Work, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. Contractor’s invoices for each task shall not exceed the amount set forth in the Proposal and Mohave Contract. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor’s and its subcontractors’ 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 (all of 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 (i) 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 (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 6 below. 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

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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. 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 their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' 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.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Mohave Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mohave Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and

shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be "Mohave" (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against third party losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Dickinson Wright PLLC
1850 North Central Avenue Suite 1400
Phoenix, Arizona, 85004
Attn: Fredda Bisman, Town Attorney

If to Contractor: Stericycle Environmental Solutions, Inc.
2844 West Broadway
Phoenix, Arizona, 85041
Attn: Jack Ranney

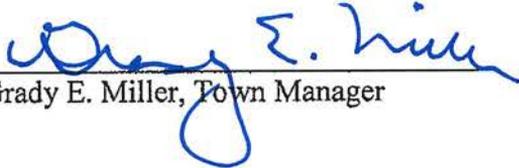
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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. 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.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:

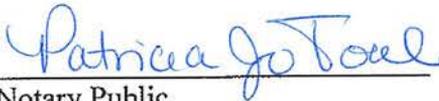

Beverly J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 7, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
STERICYCLE ENVIRONMENTAL SOLUTIONS INC.

[MOHAVE CONTRACT]

See following page.



The delivery address for
solicitations is now:
625 E. Beale St.
Kingman, AZ 86401

REQUEST FOR PROPOSAL 130-0906
**Hazardous Materials Handling/Disposal Services
and Related Supplies**

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Hazardous Materials Handling/Disposal Services and Related Supplies.

Due Date & Time: September 6, 2013 @ 3:00 p.m. (local Arizona time)

Pre-Proposal Conference: *A PRE-PROPOSAL CONFERENCE WILL BE HELD ON AUGUST 15, 2013 AT 10 A.M. LOCAL TIME. THIS PRE-PROPOSAL CONFERENCE WILL BE HELD UTILIZING WEBEX TELEPHONE CONFERENCING. PLEASE CONTACT MOHAVE FOR RESERVATION DETAILS FOR WEBEX TELEPHONE CONFERENCE. SEE BELOW FOR CONTACT INFORMATION.*

LAST DAY FOR QUESTIONS: AUGUST 30, 2013

RFP QUESTIONS MUST BE DIRECTED TO:

Nancy L. Colbaugh, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3228

This solicitation consists of instructions to offerors, scope of services, specifications, evaluation requirements, special terms and conditions, general terms and conditions, pricing workbook, award criteria, offer & acceptance, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's sole risk.

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 E. Beale Street, Kingman, AZ 86401 in a sealed envelope or box with RFP 130-0906, offeror's name, mailing address, and proposal due date and time clearly indicated on the envelope or box. Proposals must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Potential offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected regardless of the reason for being late.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its members.

Julia Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: August 5, 2013

Template Rev. 13-07

RFP Instructions To Offeror & Checklist (cont'd)

Tab 2: Required Information

_____ **Tab 2a** – A complete and concise response to the Method of Approach and Qualification and Experience pages is placed after Tab 2a.

_____ **Tab 2a** – Copies of all applicable licenses and permits as applicable to offer are placed after Tab 2a as required in the Special Terms and Conditions.

_____ **Tab 2b** – A current copy of your firm's Certificate of Insurance for comprehensive liability and a current copy of Certificate of Insurance for Environmental/Pollution Legal Insurance (as detailed in the Special Terms and Conditions) are placed after Tab 2b.

_____ **Tab 2c** – Financial information (bank statement of financial status or letter of credit, etc.) is placed after Tab 2c. **Note, all financial information will be kept confidential.**

Tab 3: Pricing Information

_____ **Tab 3a** – A complete printed copy of your pricing worksheet, a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the **required** electronic workbook and electronic versions of your price schedules are placed after Tab 3a.

_____ **Tab 3b** – Additional pricing information (as required) is placed after Tab 3b.

Tab 4: Primary Contract Documents

_____ **Tab 4a** – Completed primary contract documents are placed after Tab 4a.

_____ **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

_____ **Tab 4c** – Household Hazardous Waste and/or Incidental Hazardous Material Disposal Event information (if applicable) are placed after Tab 4c.

Tab 5: Additional Information

_____ **Tab 5a** – Completed RFP Instructions & Checklist form is placed after Tab 5a.

_____ **Tab 5b** – Descriptive literature and related supplies specifications are placed after Tab 5b.

_____ **Step FOUR:** Confirm that the proposal is complete and signed on page 45 by an authorized representative. **Note: Do not assume a request for best and final offer will be issued. Your proposal should be complete and meet all specifications and requirements of this solicitation.**

_____ **Step FIVE:** Make a complete copy of your proposal for your records.

_____ **Step SIX:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Proposals must be in the actual possession of Mohave on, or prior to the exact time and date set for proposal opening.

An RFP tabulation (a list of respondents) will be posted at www.mesc.org within one week of the RFP opening.

Scope of Services

Place after Tab 1e

1. BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide source(s) of Hazardous Materials Handling/Disposal Services as specified within this Request for Proposal. These services are requested for Mohave's membership of over 400 public agencies. Contracts, in whole or in part, will be awarded to offeror, or offerors, for an initial one (1) year term and four (4) one-year extension options. Contract vendor(s) must have at least three (3) years of experience providing services similar in scope as required in the specifications.

2. DESCRIPTION

Mohave desires to contract with a qualified and experienced offeror or offerors to provide Hazardous Materials Disposal Service and related supplies. Specific hazardous disposal services requested by our membership include, but are not limited to: fluids (oil, transmission, and anti-freeze), universal material and process waste. Laboratory testing services for analysis of hazardous materials, related supplies and/or Household Hazardous Waste or Incidental Hazardous Material Disposal Events may be offered. However, laboratory testing services, related supplies, and/or Hazardous Material Disposal Events must be offered as a related service to the Hazardous Materials Handling/Disposal Services and not as stand-alone service(s) in your offer. Offerors may offer statewide and/or regional services and pricing. A map detailing the regions and the counties that fall within each region is provided on Page 19.

Offerors should respond to as many areas in the scope of services as possible. If an offeror doesn't provide a particular disposal service, please "no bid" that item. Mohave will consider all offers; however, vendors with the ability to supply more than one disposal service or region are preferred.

The scope of services and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable processes, services, and/or materials used in Hazardous Materials Handling/Disposal Services. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate handling of waste to be disposed, which meets the performance characteristics in the specifications and as applicable to the needs of Mohave's membership. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions and waste materials per applicable regulations.

This is a new contract for Mohave. We are responding to the requests from members from around the state for hazardous material disposal services. We anticipate contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing offers only. It is not to be considered a guarantee of volume under an awarded contract.

3. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	August 5, 2013
Pre-proposal Conference Held	August 15, 2013 at 10:00 AM (Local Time) Pre-proposal conference will be held utilizing <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	August 30, 2013
Published RFP Due Date & Time	September 6, 2013 at 3:00 PM (Local Time) 625 E. Beale Street, Kingman, AZ 86401
Public Opening of Proposal	September 6, 2013 at 3:00 PM
Notice of Intent to Award (<i>estimated date only</i>)	October 2, 2013
Execution of Contract(s) (<i>estimated date only</i>)	October 9, 2013

4. SUBMISSION OF PROPOSAL

- 4.1.** Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not desired or deemed necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content. Please follow the format of the requested information when organizing your answers and information.
- 4.2.** The offeror must submit its proposal following information detailed in the *RFP Instructions to Offeror & Checklist*.

5. CONTRACT TYPE

The term contract shall be firm fixed price for handling/disposal services disposal service for indefinite quantities. Related supplies shall be firm fixed pricing. The shipping costs for supplies may be offered as PP&A, included in the price of the supplies, or as a delivered fee.

6. AWARD CRITERIA

The award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

- 1) Offer and Acceptance, Terms and Conditions, Scope of Services and Specification Documents:** Offer and Acceptance, addenda (if any), acceptance of General & Special Terms and Conditions, Scope of Services, Specifications with exceptions/deviations noted;
- 2) Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, certificates of insurance, company financials, appropriate licenses/permits for services requested; and
- 3) Pricing Information:** Pricing workbook and/or pricing documents.

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a supplier or offeror chooses not to produce or supply services and/or supplies to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer services, and/or related supplies they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Services and Specifications Acceptance Form*.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a service, process, or materials. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

References used in this RFP:

- Arizona Department of Environmental Quality (ADEQ): www.azdeq.gov/
- Arizona Revised Statutes Title 18. Environmental Quality:
http://www.azsos.gov/public_services/Title_18/18-08.htm
- Federal Code of Regulations Title 40 (40 CFR) for Environmental Protection Agency and Department of Transportation's law and regulations: <http://www.ecfr.gov>
- Federal Code of Regulations Title 49 (49 CFR) for Department of Transportation's law and regulations: <http://www.ecfr.gov>
- Occupational Safety & Health Administration (OSHA) and 29 CFR: www.osha.gov/ and <http://www.ecfr.gov>
- The Resource Conservation and Recovery Act (RCRA):
www.epa.gov/epawaste/inforesources/online/index.htm
- United States Environmental Production Agency (EPA): www.epa.gov/

Requirement		Comply	Deviate*
1.1 General Requirements			
1.1.01	Contract vendor shall provide a broad range of waste management methods including, but not limited to: reuse, recovery, recycling, and disposal.		
1.1.02	Work performed by the contract vendor and/or subcontractors shall be performed in compliance with the most current and applicable federal, state and local laws and regulations including, but not limited to: OSHA, RCRA, Clean Air Act, Department of Transportation Regulations, Toxic Substance Control Act, Arizona Hazardous Waste Management Act, Used Oil Management Act, Comprehensive Environmental Response, Compensation and Liability Act, Federal Motor Carrier Safety Regulations and Federal Hazardous Materials Regulations.		
1.1.03	Contract vendor shall use EPA and state permitted, certified, and insured hazardous material transporters.		
1.1.04	Contract vendor shall use EPA approved and licensed treatment storage and disposal facilities.		
1.1.05	The contract vendor shall assist the member in preparing notifications/certifications and related paperwork to fulfill land disposal restriction and treatment standards. Provide pricing in the pricing workbook.		
1.1.06	Sampling and analysis services to determine the identity of the hazardous material, source, spread and disposal options of the hazardous materials may be offered. Provide pricing in the pricing workbook.		
1.1.07	Sample collections, storage, transportation, analysis and disposal shall be in accordance with standard quality assurance, quality control protocols, including, but not limited to chain of custody requirements and laboratory certification. Only equipment properly calibrated according to all federal, state and location requirements shall be used.		
1.1.08	Contract vendor shall not provide any type of services, which might be considered construction related including, but not limited to: abatement, remediation, drilling services, demolition, etc. It will be Mohave's decision what types of services will not be allowed under an awarded contract.		
1.2 Reporting Requirements			
1.2.01	Hazardous material manifests shall be prepared by the contract vendor for signature by the member for the transportation, storage and disposal of hazardous materials.		
1.2.02	Contract vendor shall provide reports as requested or required by law, or regulations including, but not limited to: hazardous materials manifests, project plans, laboratory test results, analysis reports, accidents, spills, photographs, and drawings.		
1.2.03	Laboratory reports shall be forward to the member's representative within 5-10 days, after the contract vendor receives reports.		
1.3 Spill Responsibilities			
1.3.01	Contract vendor shall be solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by the actions of its employees or subcontractors.		

<p>1.3.02 In the event of a spill, leak, or release, the contract vendor shall take the following actions including but may not be limited to:</p> <ul style="list-style-type: none"> •Evacuate and warn those persons (member and the public) that may be affected by the spill; •Immediately contact Emergency Response Agencies, (i.e. call 911); •Contact member; •Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards; and/or •For all spills the contract vendor shall provide all notifications and reports specified by federal, state and local laws, regulations, rules, standards and permits and assist the member in their reporting. 			
<p>1.4 Recycling and Energy Recovery</p>			
<p>1.4.01 Mohave requests the contract vendor to provide recycling and energy recovery for all materials that meet those criteria whenever possible.</p>			
<p>1.4.02 The contract vendor shall provide detailed plans/reports as to how any materials are recovered, recycled or reused to the member</p>			
<p>1.5 Packaging and Labeling</p>			
<p>1.5.01 Contract vendor shall provide USDOT certified shipping containers and packaging materials for the packaging and shipment of all types of hazardous materials. Provide pricing in the pricing workbook.</p>			
<p>1.5.02 Contract vendor shall package wastes, if requested by the member.</p>			
<p>1.5.03 If contract vendor is requested to package waste, it shall be in compliance with 40/49 CFR to minimize cost to member with appropriate labeling and containers.</p>			
<p>1.5.04 Contract vendor shall review and approve all containers and labeling prior to shipping if packaging was provided by member.</p>			
<p>1.5.05 Contract vendor shall provide and affix the appropriate placards to transportation vehicles prior to leaving member's site.</p>			
<p>1.5.06 Contract vendor shall provide all appropriate transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, and drum packing slips, for each container to the member's representative. <i>This cost shall be included in the unit pricing.</i></p>			
<p>1.5.07 If contract vendor needs to repackage waste(s) because of improper packaging by the member (i.e. not packed in compliance with applicable federal, state and local laws, regulations, rules and standards), the contract vendor shall notify the member's representative before performing the repackaging. <i>Members may be charged for all repackaging, if pricing is provided in the pricing workbook.</i></p>			
<p>1.6 Loading at member's site</p>			
<p>1.6.01 Contract vendor shall provide all necessary equipment and personnel for loading at the member's site.</p>			
<p>1.6.02 If additional rental equipment is necessary for loading of wastes, which are outside normal dock or location loading, the contract vendor may receive reimbursement for such equipment. <i>However, pricing shall be a pass through charge with no additional markup to the member.</i></p>			
<p>1.7 Transportation Documentation</p>			
<p>1.7.01 Contract vendor shall provide and use appropriate transportation documents for removal of all materials as described from the member's site.</p>			
<p>1.7.02 For members who choose to prepare their own uniform manifest, the contract vendor may provide assistance in the preparation of the manifest, as requested by the member.</p>			

1.7.03	The uniform manifest shall be reviewed and signed by the member's representative prior to, or at the time of material removal. The manifest shall be completed as required by federal, state and local laws, regulations, rules and standards.		
1.7.04	Contract vendor shall provide to the member a copy of the signed manifest(s) within thirty (30) calendar days of shipment.		
1.7.05	Manifest(s), as well as all other required documentation or bill(s) of lading, shall be clearly marked with the purchase order and contract number.		
1.7.06	Contract vendor shall provide all necessary reporting data to the member to complete the Annual Reporting Information as required by the EPA and/or any applicable state and local agency. This information shall be made available within thirty-five (35) business days of pick-up.		
1.7.07	After wastes are manifested to a facility for temporary storage, repacking or bulking packaging, the contract vendor shall provide the member documentation for the final recycling, treatment, storage, and disposal facilities to which each waste container's contents were sent to, copies of the shipping manifest(s), bill(s) of lading(s), acknowledgment of receipt by the final treatment, storage, and disposal facilities and any other pertinent paperwork within thirty (30) days.		
1.8	Certification of Disposal Documentation (CD)		
1.8.01	Contract vendor shall return to each member's representative certificate(s) of recycling, treatment, disposal and/or destruction for all material handled.		
1.8.02	Contract vendor shall provide a certificate from the manifested treatment, storage and disposal facilities (TSDFs) immediately upon availability.		
1.8.03	The CD shall include but is not limited to the following information: member agency name, member's shipment site or mailing address, manifest number and complete waste handling facility information along with all applicable signatures.		
1.9	Related Supplies		
1.9.01	Contract vendor may offer personal protective equipment (PPE), containers, storage/handling materials and other related supplies, which meet the standards for the materials being stored/handled in compliance with applicable regulations. Provide pricing in the pricing workbook.		
1.9.02	Contract vendor shall provide specification sheets for products, if requested by the member.		
1.10	Household Hazardous Waste and/or Incidental Hazardous Material Collection Events		
1.10.01	Contract vendor may offer municipality and/or county household hazardous waste (HHW) and/or incidental hazardous material collection events. For these events mobilization, supplies, and other charges shall be allowed. Provide information on the services you would provide for these types of event in Tab 4c. Provide pricing in the pricing workbook.		

***Exceptions/deviations must be listed on the *Scope of Services and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 45 certifies complete acceptance of the Scope of Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Services and Specifications:

- We take no exceptions/deviations to the Scope of Services and Specifications.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Required Information – Method of Approach

Place after Tab 2a

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

Provide the information in the order that it is being requested.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information shall include, but not be limited to:
 - Communication process with Mohave and its members;
 - Contract Vendor's Standard Health and Safety Plan to cover all phases of hazardous materials, handling, loading, transporting and storage;
 - Provide a list of treatment storage and disposal facilities authorized by the EPA and the State of Arizona, which will be used, if awarded a contract. Provide copies of the EPA licenses that demonstrates each facility is approved and licensed by the EPA;
 - Provide a list of accredited laboratories that would be used under an award contract for sample testing, if these services are offered in your proposal;
 - Provide your firm's OSHA safety record; and
 - Any other value-added services that may benefit members.
3. Indicate how you will ensure your sales staff does not sell services or related supplies to members that are not on contract or will not meet the public need, e.g. abatement, remedial services. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone? Provide concise information.

List three (3) hazardous materials disposal projects that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. **This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.**

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1					
Description of problem #1, and what steps were taken to satisfy the customer.					
2					
Description of problem #2, and what steps were taken to satisfy the customer.					
3					
Description of problem #3, and what steps were taken to satisfy the customer.					

Indicate if your offer is regional or statewide: Regional _____ Statewide _____

If regional, indicate the regions in Arizona you will service.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties _____%

Northern Arizona _____%

Southern Arizona _____%

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

If a member in a geographic area of Arizona remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

Describe your emergency tracking system and phone number.

Provide your standard and emergency pick up time for members' disposal services after their initial request.

Provide a matrix or copies of your employees' current certifications and recertification, and training. Electronic copies of the certification and training records may be provided electronically.

Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

1. Provide letters of reference from three (3) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
 - Organization's name and location
 - Organization's representative and contact information (phone and email address)
 - A brief description of the work, when and where the work was performed
 - Any specific issues that may be pertinent regarding the work performed
 - Letters shall be properly dated, signed and on organization's letterhead
2. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
3. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Provide names, titles, qualifications and experiences of the key people who will support this contract.
4. Provide a current letter from your financial institution indicating the range of credit available to your firm, (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

5. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*

Required Information – Qualifications and Experience continued on the next page

6. Provide a written statement certifying your firm meets the following required minimum qualifications:
 - a. Contract vendor has at least three (3) years of experience providing services similar in scope of services as described in this RFP. Provide any documentation, permits, and/or certificates to show evidence for experience;
 - b. Contract vendor has not received a corporate environmental criminal conviction within the last three (3) years;
 - c. Contract vendor is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA and;
 - d. Contract vendor is not currently determined by EPA to be unacceptable to receive cleanup wastes (reference 40 CFR 264); and
 - e. Provide copies of EPA and state permits showing hazardous waste transporter is authorized to transport RCRA listed and characteristic hazardous and universal waste and any other licenses or permits pertaining to your offer (reference 49 CFR 172).

Required Information – Pricing Information

Place after Tab 3a

Price Workbook Instructions

1. All offerors shall complete the Summary Sections 1-5 worksheets of the 130 Hazardous Materials Handling/Disposal Services price workbook titled "**130 Hazardous Materials WB.xls**".
2. **In addition** to the Excel workbook referenced in Number One above with the required summary sections, offeror may also provide their own price schedule(s). However, all price schedule(s) shall follow the format, and provide the information detailed below.
3. **Include the required electronic copy of the workbook on a CD or similar electronic media device (DVD, USB thumb drive, etc.)**
4. A paper copy of the Summary Sections 1-5 worksheets **shall** be included with your proposal. Paper copies of the remainder of the workbook are not required, but may be included.
5. All pricing information shall be placed after Tab 3a.
6. Mohave members pay an administration fee equal to 1% of the purchase price of goods and services purchased from Mohave contracts. Offerors shall include the administration fee in all prices in the Price Schedule(s). *No administration fee is charged on separately stated shipping, sales or use tax, travel, and/or M&IE.*
7. **Cost plus, a percentage of cost, pricing is not acceptable as per Arizona procurement rules and code.**
8. Services and/or products listed as "*call for quote*" or "*negotiated*" individually with members are not acceptable under an awarded contract. All services and/or products provided with your proposal must contain a specific price, in order to be considered for inclusion under an awarded contract.
9. Include detailed shipping information in Summary Section One for related supplies. This information should indicate whether shipping/handling is included in the price, or whether it varies by the type or product.
10. Mohave serves members all over Arizona. Our goal is to provide good value on our contracts for all members. This may not mean the same price for all regions of the state. Please carefully consider the applicability of regional pricing in your response.

Failure to complete and provide the 130 Hazardous Materials Handling/Disposal Services Price Workbook shall render your proposal nonresponsive.

Price Workbook Details

The price workbook contains several worksheets. Instructions for those worksheets are detailed below.

Price Workbook Summary Section One – Restock and Shipping for Supplies

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- *No administration fee is charged on restock fees, or separately stated shipping.*

Price Workbook Summary Section Two - Lodging, Meals and Incidental Expenses (M&IE), Mileage, Mobilization, Travel/Drive Rates, & Trip Charges (Stop Fees)

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Lodging, meals and incidental expenses, mileage, mobilization, travel/drive rates and/or trip charges (stop fees) shall be included in the Summary Section Two worksheet of the 130 Hazardous Materials Workbook.
- For convenience, reimbursements at rates as per the General Accounting Office's publication: State of Arizona Accounting Manual (SAAM) - Travel Policy: Section IID – section II, are preferred. The SAAM

publication is available for download at <http://www.gao.az.gov/travel/default.asp>. You may elect to use other rates. If you are charging state rates, you do not need to submit the State of Arizona reimbursement rate information. Simply indicate that you are using current state rates in the workbook.

- *The Mohave administration fee is not charged on mileage, lodging, and M&IE. The Mohave administration fee is charged on Mobilization, Travel/Drive Rates and Trip Charges (Stop Fees).*
- **If rates are not specified for these reimbursements, charges will not be allowed.**

Price Workbook Summary Section Three – Fees

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your fees.
- *The net Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Four - Labor Rates

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Add additional line items as necessary to describe all of your labor rates.
- *The net Mohave price shall include Mohave's 1% administration fee.*

Price Workbook Summary Section Five – Miscellaneous Charges (e.g. products, supplies and/or rental equipment, etc.)

- All cells that require information are highlighted in yellow.
- Each cell contains instructions explaining what information is required.
- Replace the instructional text by simply typing your information into each cell.
- If the information does not apply, enter "N/A".
- Include a brief description of the type of products, supplies, rental equipment, etc. being offered, the fixed price, as well as shipping information.
- Add additional line items as necessary to describe all of your miscellaneous charges for products, supplies, rental equipment, etc.
- *The net Mohave price shall include Mohave's 1% administration fee.*

Services Pricing For Hazardous Material Handling/Disposal Services

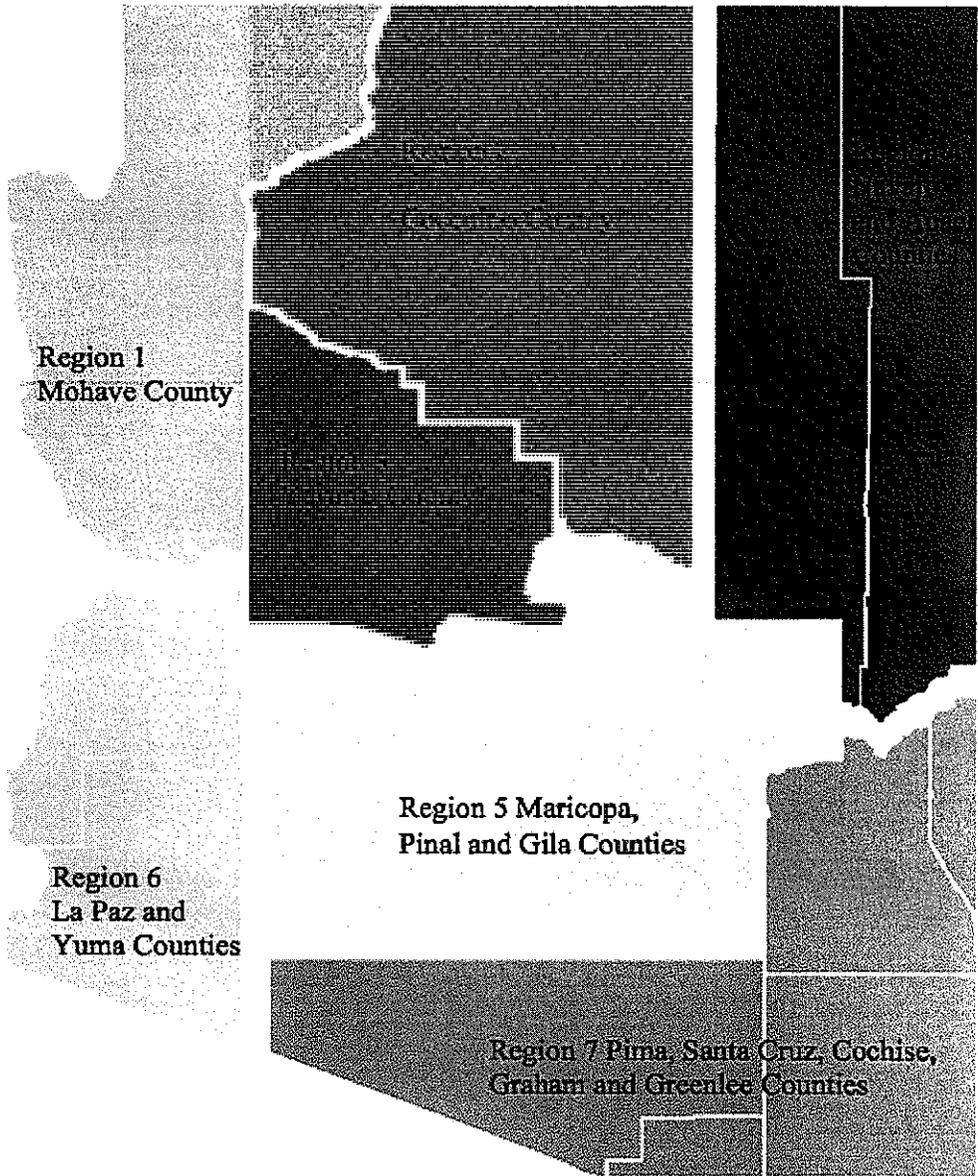
- Include the description, unit cost (with the administrative fee included for each product disposal fee), along with the unit of measure and alternative unit cost, if applicable.
- Optionally, additional price schedule(s) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.
- Add additional line items as necessary.

Services Pricing For Household Hazardous Material Collection Events

- Include all applicable labor, travel, and mobilization rates that might be charged for collection events, including all consumable and/or equipment necessary.
- Include pricing methodology for events, if event is charged per vehicle.
- Pricing format is a suggested layout and may be formatted for services provided for collection events.
- Optionally, additional price schedule(s) may be provided. However, all price schedule(s) shall follow the format, and provide the information detailed above.

See following page for a regional map that shall be used, if offering regional pricing.

Below is a map, detailing the regions, and the counties that fall within each region.



Place after Tab 3b

Mobilization/Travel Description

If mobilization and/or travel/drive rates are applicable, describe how they are calculated, and when they are necessary, (e.g., 50 miles from origin, etc.) Include information regarding what the mobilization, mileage, travel/drive rates, and trip charge/stop fees cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Contract pricing under this RFP shall be based upon firm fixed price for handling/disposal services and related supplies. Identify any economic price adjustment contingencies below, if applicable. (Economic price adjustment requests may include fuel surcharge in the event of dramatic fuel increases, material costs, etc.)

Required Information – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

Do you collect city, county and/or other local sales tax in Arizona? Yes ___ No ___

If yes, please check one:

- Our combined state, city, county and/or other local sales tax rate is ___% (local rate).
- The sales tax rate varies by the location (i.e. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*"

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to over 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes _____ No _____

If no, what efficiencies and economies would members receive from a contract based on your proposal?

3. List applicable federal, state and/or local licenses and/or permits held by your company.

Name of licensee	Classification	Number

4. Contact information for purchase orders:

Email Address _____

Fax _____

Attention of _____

5. Sales support by region (If you have representatives other than the Arizona representative listed on the following page.)

Name	Region served	Phone

6. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes ___ No ___ If Yes, what is the discount for 10 days? ___ 20 days? ___

7. What is your general website (Internet) address? _____

8. Contacts for Mohave:

Main Mohave representative contact: _____

(Shall be the main point of contact for members and be responsible for member information requests.)

Title _____ Email address _____

Phone number _____ Fax _____

Contract Administrator contact: _____

(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title _____ Email address _____

Phone number _____ Fax _____

Accounting contact: _____

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title _____ Email address _____

Phone number _____ Fax _____

Open Order Report/Status Report contact: _____

(Shall be the main point of contact regarding open orders.)

Title _____ Email address _____

Phone number _____ Fax _____

Audit contact: _____

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title _____ Email address _____

Phone number _____ Fax _____

Reconciliation contact: _____

(Shall be the main point of contact for the reconciliation report.)

Title _____ Email address _____

Phone number _____ Fax _____

Escalation contact: _____

*(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. **This contact shall be a different individual than those named for the contacts listed above.**)*

Title _____ Email address _____

Phone number _____ Fax _____

9. **Payment remittance address** _____

Attn: _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

Place after Tab 4b

Will members be required to sign any supplemental end-user agreements (sales, etc.)?

Yes No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Place after Tab 4c

Per Scope of Services 1.10.01: If your firm is willing to offer municipality Household Hazardous Materials and/or Incidental Hazardous Materials Collection Events, provide detailed information below for the services you would provide for the event and pricing methodology. Provide any related costs in 130 Hazardous Materials Handling/Disposal Services Workbook, as applicable to services. If you are not offering these services, note "not applicable".

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 31-42. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 30).

1. COMPLIANCE WITH HEALTH, SAFETY, ENVIRONMENTAL AND TRANSPORTATION REGULATIONS

- 1.1.** Contract vendor shall comply with all applicable federal, state and local laws, regulations, rules and standards as well as the conditions of any permits, as may be amended.
- 1.2.** Contract vendor shall indemnify and hold harmless Mohave and its members from all damages assessed against the contract vendor as a result of the contract vendor's failure to comply with all federal, state and local laws, permit conditions, rules, standards and regulations.
- 1.3.** For all waste exported, contract vendor shall comply with all current applicable government hazardous waste disposal laws, regulations, rules and standards as well as the conditions of any permits, as may be amended and agrees to indemnify and hold harmless Mohave from all damages assessed against the contract vendor as a result of the contract vendor's failure to comply with all governmental laws, regulations, rules, standards, and permit conditions of the receiving country.
- 1.4.** All related products and/or supplies furnished under an awarded contract shall comply with all federal state, and local laws, permit conditions, rules, standards and regulations.

2. DELIVERY

- 2.1. Default in one installment to constitute total breach:** Contract vendor shall deliver conforming supplies in each installment or lot under this contract and may not substitute nonconforming supply materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 2.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 2.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 2.4. Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 2.5. Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. FORM OF CONTRACT

- 3.1. Contract vendor documents:** Mohave will review proposed contract vendor documents. Contract vendor's documents shall not become part of Mohave's contract with contract vendor unless and until an authorized representative of Mohave reviews and approves it. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal in the tab specified in the *Instructions to Offerors*.
- 3.2. Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSURANCE

4.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contact. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

4.2. Environmental/pollution legal insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive environmental/pollution insurance including investigation and legal defense costs for bodily injury and property damage providing limits of not less than \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contact. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

4.3. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and member.

4.4. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

5. LAND DISPOSAL RESTRICTIONS AND TREATMENT STANDARDS

Contract vendor shall comply with all aspects of the current and amended EPA land disposal restrictions and treatment standards.

6. LICENSES

Contract vendor shall be fully licensed and permitted to handle, transport and dispose hazardous and/or universal waste as described in the specifications. These shall include, but are not limited to the following: Arizona Department of Transportation, US Department of Transportation, RCRA interim or final status permits for RTSDF (or equivalent state permit); universal waste handler permits/licenses, as applicable, EPA identification numbers and any permits necessary for disposal and/or transportation of hazardous waste in Arizona and/or any other states through which wastes shall be transported. **Place licenses and permits after Tab 2a.**

7. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for sixty (60) days after opening time and date.

8. OVERVIEW

8.1. Offeror qualifications: Offeror shall have extensive knowledge and at least three (3) years experience with the services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

8.2. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

9. PRICING

- 9.1. Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contract vendor shall not add the administration fee to approved contract prices.
- 9.2. Application of pricing:** The date a member's purchase order is received by Mohave and/or a contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.
- 9.3. Basis for pricing:** Contract pricing for handling/disposal services shall be based upon firm fixed pricing with economic adjustment. Contingencies for economic price adjustments must be identified in the proposal in Tab 3b, Page 20. Related supplies shall be firm fixed pricing. Shipping for the supplies may be PP&A, included in the price of the products, or delivery fee.
- 9.4. Demurrage and Layover Charges:** Demurrage and layover charge may be charged when incurred at the member's site and are only applicable when such charges are the result of delays caused by the request or by the member. Contract vendor may be compensated for costs associated with waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter hour basis. Demurrage and layover charges shall be considered on a case-by-case basis with the member's approval before being invoiced for such charges(s). **Provide demurrage and layover charges on the pricing workbook.**
- 9.5. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 9.6. Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.
- 9.7. Fixed prices:** Fixed price offers shall include prices for any and all services. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 9.8. Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 9.9. New price lists:** New price lists and/or workbooks may be submitted for review throughout the term of the contract for new services/related supplies. Mohave will review new price lists and/or workbooks to determine if the services/products or an alternative option is in the members' best interests. New price lists and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists and/or workbooks found to be non-competitive at any time during the contract may be grounds for terminating the contract.

9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

9.11. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contract vendor shall offer Mohave any published price reduction during the contract period.

9.12. Price workbook: All offerors must download and complete the 130 Hazardous Materials Handling/Disposal Services Workbook titled "**130 Hazardous Materials WB.xls**". Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Failure to provide and complete the 130 Hazardous Waste Removal Workbook shall render your proposal nonresponsive. **Place after Tab 3a.**

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

9.13. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

9.14. Special pricing offers: Special pricing offers (i.e., promotional pricing) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9.15. Travel time, mobilization, and trip charges: Contract vendor may charge for travel time, mobilization, trip charges or stop fees under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization, trip charges or stop fees are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization, trip charges or stop fees may be based on mileage from the point of origin. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

10. SITE REQUIREMENTS

10.1. Cleanup: Contract vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

10.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor, vendor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

10.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under contract meets or exceeds the OSHA, EPA and/or state regulations, and standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed except in the event of a spill by which OSHA and/or EPA regulations must be followed, and the operation shall not resume until authorized by the appropriate government agency and/or member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, Contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

10.4. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

10.5. Safety measures: Contract vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

10.6. Smoking: Smoking shall not be permitted on member's facilities.

11. SUBCONTRACTORS

11.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

11.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

11.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

11.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the EPA, State of Arizona and any other applicable agencies. No subcontracting costs may be hidden in a cost proposal to member.

11.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from Mohave member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

11.6. Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor, member or Mohave. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

12. TERM OF CONTRACT AND EXTENSION

12.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

12.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

12.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

13. WARRANTY/QUALITY GUARANTEE

13.1. Fitness: Contract vendor warrants that any materials supplied to members shall fully conform to all requirements of the contract and all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 45 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

- We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract or any purchase order issued under this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 45 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror 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 public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS §41-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

3. CLARIFICATION/DISCUSSIONS

3.1. Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not provide the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

3.2. Discussions: After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION & AWARD

- 7.1. Basis of award:** Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.
- 7.2. Best and final offers (Revisions to Proposals):** Mohave may allow revision to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.
- 7.3. Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 7.4. Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.
- 7.5. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.
- 7.6. Multiple award:** Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.
- A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need.
- 7.7. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.
- 7.8. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.
- 7.9. Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.
- 7.10. Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.11. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL & STATE REQUIREMENTS

8.1. Business operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the contract vendor shall not have scrutinized business operations in Sudan and/or Iran.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on Page 1 of this solicitation.

8.3. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor

or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.6. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.7. Terrorism country divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under

this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered.

12.2. Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Amendment of contract: An awarded contract may be amended for a variety of reasons. Contract amendments will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Arizona procurement rules and code.

14.8. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.9. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.10. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.11. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.12. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.13. Eligible agencies: Any contract awarded from this solicitation shall be available to all members who have signed Mohave's Cooperative Purchasing Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 400 members including public school districts, community colleges, city and county governments and political subdivisions throughout

Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.14. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.15. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.16. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

14.17. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.18. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

14.19. Removal from potential bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

14.20. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

14.21. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

14.22. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the original subtotal amount. The Mohave administration fee shall not be calculated

on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, mileage, transportation charges, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract vendor's invoice must match the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:

625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF PROPOSAL & PROPOSAL FORMAT

16.1. Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Discontinued product substitutions must be submitted and approved by Mohave, prior to being offered to member.

17.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause.

18. PROTESTS

Protests shall be filed with Julia Tribbett, the Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it may be done so as a percentage of purchase price (if offeror agrees that member shall not be charged more than the actual invoiced amount for shipping) or as prepaid (actual cost added to the invoice). It is the members' responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 45 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general terms and conditions.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Offer and Acceptance Form

Place after Tab 1a

RFP 130-0702

Hazardous Materials Handling/Disposal Services and Related Supplies

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and addenda. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax _____

Printed Name _____ Title _____

Primary Email _____ Alternate email _____

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature _____

The offer and acceptance form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ 2013.

This contract shall be effective this _____ day of _____ 2013.

Julia Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

**REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 130-0906**

HAZARDOUS MATERIALS HANDLING/DISPOSAL SERVICES AND RELATED SUPPLIES

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 130-0906.

BEST AND FINAL OFFER DUE DATE: Friday, October 11, 2013 @ 3:00 p.m. (local time)

LOCATION: Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

The delivery address for
solicitations is now:
625 East Beale Street
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 130-0906, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Mohave will not be responsible for late receipt of best and final offers. If a best and final offer is not submitted, the offeror's previous proposal response will be considered its best and final offer.
Faxed best and final offers cannot be accepted.

CONTACT PERSON: NANCY COLBAUGH, CONTRACT SPECIALIST I

PHONE: (928) 718-3228



Julia E. Tribbett
Executive Director

DATE: October 4, 2013

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Mindy Rath, Vice President of Sales

Firm: PSC Environmental Services, LLC

Address: 5151 San Felipe St., Suite 1600

City: Houston **State:** TX **Zip:** 77056

Phone: 510-512-2493

Signature: Melinda Rath

Date: October 9, 2013

Title: Vice President of Sales

October 9, 2013

Nancy L. Colbaugh
Contract Specialist 1
625 E. Beale Street
Kingman, AZ 86401

Re: Request Best and Final Offer for Proposal 130-0906

Dear Ms. Colbaugh,

PSC Environmental Services, LLC (hereinafter referred to as "PSC"), is pleased to submit our Best and Final Offerproposal for Hazardous Materials Handling and Disposal Services to Mohave Educational Services Cooperative, Inc.

We appreciate your consideration of PSC as partner and service provider to Mohave members in this important and evolving program. If you have any questions regarding this submittal, please contact Mr. Brian D'Souza at 775.229.9655 or via email at brian.d'souza@pscnow.com.

Sincerely,



Shawn Ball
Director, Regional Sales
PSC Environmental Services, LLC

**Request for Proposal 130-0906 Hazardous Materials Handling/Disposal Services and Related Supplies
PSC Environmental Services, LLC
REQUEST FOR BEST AND FINAL OFFERS**

NOTE: Mohave has completed its initial review of your response to RFP 130-0906, and is requesting the following information to better understand your offer. Please carefully review and answer the questions that follow. Provide only the information requested. Do not provide another complete copy of your initial response. Sign and include this Request for Best and Final Offer with your response. If you do not respond by the specified time, date and location, your initial offer as submitted will be your final offer.

BEST AND FINAL OFFER SUBMITTAL

NOTE: YOUR ANSWERS TO QUESTIONS 1-13 MAY REQUIRE REVISIONS AND/OR CLARIFICATIONS TO YOUR PRICING WORKBOOK. PROVIDE A REVISED COPY OF YOUR PRICING WORKBOOK IN ELECTRONIC FORMAT ON CD, USB THUMB DRIVE, ETC., WITH YOUR BEST AND FINAL OFFER.

1. Your restock fee states they will be decided on a case-by-case basis. Provide a restock fee based upon a percentage no higher than 15%, or indicate if restock fees are not applicable. Provide your answer below and also on a revised pricing workbook.

The restock fee for PSC will be 5%.

2. It is unclear if your firm intends to charge for consumable shop supplies and materials. Provide clarification if consumable shop supplies and materials used during pickups of hazardous materials will be charged. If no, indicate "N/A", or provide a fixed fee or a percentage rate in your answer below and on a revised pricing workbook.

N/A

3. Your dumpster fees stated they will be decided on a case-by-case basis. Provide a dumpster fees based on fixed rates or as a pass-thru charge. Provide your answer below and also on a revised pricing workbook.

These will be a pass-through fee.

4. Your equipment moving rates stated they will be decided on a case-by-case basis. If the fee is to move equipment for your firm to the member's location, include the pricing with your mobilization rates. Provide details including, but not limited to the following:

- What types of equipment would be moved?
Equipment moving rates would apply to heavy equipment such as: Vacuum Truck, Roll-Off Bin, Backhoe, Excavator, Dump Truck, or a Vactor Pump Unit
- Are these rates used for milk runs or hazardous household waste events?
These will be pass through rates, and not used for Milk Runs or Household Waste Events.
- Are these rates charged per daily or per mile, etc.
These rates will be pass-through based on the project.

Provide your answer below and also on a revised pricing workbook.

These moving rates will be pass-through fees, and will not apply to milk runs or hazardous household waste events.

5. Your training fees stated they will be decided on a case-by-case basis. Can you provide a pricing methodology for training on a basis for per person/per day and using your travel pricing (e.g. lodging, meals, and mileage)? If not, state your understanding that training pricing must be added, if awarded a contract

PSC is pleased to provide a free training once a year for our clients, which takes place at a specific time and location. We will have a training day in Phoenix, AZ in October of 2014. If Mohave would like on additional training date outside of this, a class can be provided at a rate of \$150/person, with a minimum of 10 people in attendance.

6. Tab 1, Section 2 of your pricing workbook states that lodging and meals and other incidental expenses (M&IE) will be charged at the current state rates. However, Tab 2, Section 4 states your firm will charge \$125 per person, per

Mohave Educational Services Cooperative, Inc.

625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

**Request for Proposal 130-0906 Hazardous Materials Handling/Disposal Services and Related Supplies
PSC Environmental Services, LLC**

night. Provide one lodging and M&IE rate to be used if awarded a contract. Provide your answer below and also on a revised pricing workbook.

PSC will use the rate of \$125 per person per night for lodging, meals, and other incidental expenses.

7. Your lab pack pricing is charged on a case-by-case basis. Provide firm pricing for active and reactive lab pack? If your firm is unable to provide firm pricing, state your understanding that lab pack pricing must be added to the contract, if requested by a member.

The price for a 5 gallon container for a reactive lab pack is \$130.

8. Clarify when mileage rates will be charged, e.g. scheduled milk runs, non-scheduled pickups, household hazardous waste events, etc., if awarded a contract.

For any scheduled pick-ups, no additional mileage rates apply, they are included in the zone rates. Mileage rates will also not apply to milk runs or household hazardous waste events. In the event of an unscheduled pick-up, the fee will be \$125 per hour with a 4 hour minimum.

9. Clarify what rates will be charged on milk runs, e.g. stop fees, mileage, travel/drive rates, and/or the variable energy and insurance recovery fee. Provide your answer below and also on a revised pricing workbook.

The following charges will be made with milk runs: disposal rate, stop fee, and any supplies a Mohave member has requested to be delivered.

10. It appears the variable energy and insurance recovery fee is a blanket surcharge to cover your firm's cost of doing business, which is on top of the individual disposal fees, mileage, stop fees, and/or mobilization for household hazardous waste events. Confirm if our understanding of the variable energy and insurance recovery fee is correct, or not.

Would your firm consider waiving this fee for Mohave's members?

If not your firm is not willing to waive this fee, provide clarification when the variable energy and insurance recovery fee would be charged, e.g. milk runs and/or household hazardous waste events.

Your workbook states the fee is currently 5%; however, the fee is variable.

- How would the "variable" rate be calculated?
- Approximately how often during a fiscal year does it change?
- How would your firm provide documentation and pricing to update the fee, if awarded a contract?

PSC has decided to waive the variable E&I fee, and has instead elected to make adjustments to the disposal pricing. This will remain fixed for 1 year, at the end of which we request a re-evaluation for any necessary changes.

11. Footnotes were provided in your service pricing tab explaining that the quoted disposal pricing is an estimate depending upon final profiling and waste disposal. State your understanding that a revised quote must be provided to the member for a revised purchase order, if awarded a contract.

These footnotes have been removed from the pricing spreadsheet. PSC understands that a revised quote must be provided to the member for a revised purchase order.

12. Your proposal stated additional agreements would not be used. However, notes on the Service Pricing Tab state: "Approval and Acceptance: The undersigned agrees and certifies that they are authorized to act on behalf of Customer, and the Customer guarantees by their signature to compensate PSC, LLC in full for all actual services performed as described above, which are due and payable 30 days after receipt of the invoice. All past due accounts shall accrue interest at the rate of 1.5% per month. No verbal estimates are valid or enforceable. Customer shall pay all reasonable costs of collection, including but not limited to attorneys fees and expenses incurred by PSC."

**Request for Proposal 130-0906 Hazardous Materials Handling/Disposal Services and Related Supplies
PSC Environmental Services, LLC**

Either remove the above statement on a revised pricing workbook, or revise your answer in Tab 4, Question 4b and provide the agreement the member would sign.

These footnotes have been removed.

13. A pricing matrix for the number of participants for a household hazardous waste event was provided in your pricing. It was noted that mobilization will apply to these events. It appears that this pricing is the mobilization rates for the number of estimated participants. It is unclear if this is the only pricing that would be charged for an event. Provide clarification if additional rates will be charged? Provide your answer below and provide any applicable clarifications on your revised pricing workbook.

The mobilization fee is a fixed figure that includes staff travel time, per diem, equipment mobilization, forklift rental, portable toilets, lunch, personal protective equipment and consumables. This charge does not cover labor on-site for set up or event operations. On-site labor and disposal fees would be invoiced based on actual quantity and pricing listed in Section 4 – Labor and Service Pricing provided.

14. Mohave is considering a number of proposals for this contract. Pricing is very competitive.
- Please review your prices to determine if any additional discounts are available.
 - If yes, provide a new comprehensive price schedule.
 - If no, indicate "No Additional Discounts."

PSC does not have any other discounts available at this time.

Please Note: Courier delivery services (e.g. FedEx/UPS/USPS) consider Kingman, AZ a "rural" destination. As such, they do not guarantee overnight delivery by a specific time. Use caution when shipping your response using overnight delivery the day before the best and final due date.

If a best and final offer is not submitted, the offeror's previous proposal response will be considered its best and final offer.

General Information

Solicitation Number:	130-0906
Name of RFP	Hazardous Materials Handling/Disposal Services and Related Supplies
Contract Vendor's Name:	PSC Environmental Services, LLC

Shipping & Handling Description for supplies:	For any supplies not delivered by PSC at the time of a waste pickup, shipping cost will be that of a common carrier.
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Expedited Shipping:	For any supplies not delivered by PSC at the time of a waste pickup, expedited shipping cost via a common carrier would apply.
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Restock Fees:	Restock fees would be determined on a case by case basis.
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Return Policy:	The conditions of returns will depend on the circumstance and be determined on a case by case basis.
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Return Shipping:	Shipping charges on returns will be determined on a case by case basis.
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Section 2: Lodging, Meals & Incidental Expenses, Mileage, Mobilization, and Travel/Drive Rates, Trip Charge (Stop Fee)

Lodging:	Lodging, meals, and incidental expenses: \$125/person/night
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M&IE (Meals and Incidental Expenses):	Lodging, meals, and incidental expenses: \$125/person/night
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Mileage:	CURRENT STATE RATES
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Mobilization:	Mobilization will apply to HHW collection services. See Collection event tab for pricing.
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Travel/Drive Rates:	Travel Time: \$32/hr (ST), \$39/hr (OT), \$45/hr Holiday
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Travel/Drive Rates Notes:	Apply to services provided outside the Phoenix metro area.
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Trip Charges/Stop Fees	Stop fee charges vary depending upon client location within Arizona. Waste transportation charges are broken down per region on the tab labeled service pricing. The Stop Fee covers the cost of transporting the waste containers from the generator site to the disposal facility and assumes pickups are made on a routine milkrun through their particular area.
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Section 3: Fees

Consumable Shop Supplies & Materials:	Replace this text with a description of your consumable shop supplies & materials. Include specific rates or ranges of rates.
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Delivery/Pickup Fees:	We have included a transportation table under the "Service Pricing" tab.
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Document Fees:	N/A
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Dumpster Fees:	Dumpster fees will be a pass-through fee.
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Equipment Moving Fees:	Equipment moving fees will be pass-through fees, and will not apply to Milk Runs or HHW events.
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Lift Gate Fees:	N/A
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Permit Fees:	Permit fees will vary and can be quoted on a case by case basis.
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Consulting Services:	N/A
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Training Services:	There is 1 free training once a year at a specific place and time, any other training can be provided at: \$150/person; 10 attendee minimum
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Demurrage/Layover Charges:	Please see the tab labeled "Service Pricing" for demurrage rates.
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Section 4: Labor Rates

Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., Service Technician I). Replace the "Labor Rate" below with the actual rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates.

EXAMPLES:

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Equipment Operator	\$53.00/hour	\$79.00/hour	\$79.00/hour
Field Technician	\$45.00/hour	\$65.00/hour	\$65.00/hour
Hazmat Technician	\$45.00/hour	\$65.00/hour	\$65.00/hour
Lab Pack Chemist	\$55.00/hour	\$75.00/hour	\$75.00/hour
Project Manager	\$53.00/hour	\$79.00/hour	\$79.00/hour
Project Supervisor	\$53.00/hour	\$79.00/hour	\$79.00/hour
Per Diem (lodging + meal) as needed	\$125/person/night	\$125/person/night	\$125/person/night
Chemist	\$95.00/hour	\$83.00/hour	\$83.00/hour

Add lines, as necessary

Section 5: Miscellaneous Charges, (e.g., products supplies, rental equipment, etc.)

Related Supplies including but not limited to the following: DOT exempt package, Vermiculite coarse ground, Vermiculite medium ground; Steel and Poly Open Head and Tight Head Drums, Lab Pack, etc.:

Replace the text below with a description of each miscellaneous charges. Replace the "Product Type" below with a description of the products, supplies, equipment being offered. Include the fixed price. Add additional line items as necessary to describe all of your product, supplies and rental equipment.

EXAMPLES:

Type of Products	Fixed price	Shipping Fees
5 Gallon DOT Rated Pail	\$11.25	Case by Case
15 Gallon Closed Head Metal Drum	\$39.00	Case by Case
15 Gallon Closed Head Poly Drum	\$31.00	Case by Case
15 Gallon Open Head Metal Drum	\$31.00	Case by Case
15 Gallon Open Head Poly Drum	\$43.00	Case by Case
30 Gallon Closed Head Metal Drum	\$51.00	Case by Case
30 Gallon Closed Head Poly Drum	\$45.00	Case by Case
30 Gallon Open Head Metal Drum	\$73.00	Case by Case
30 Gallon Open Head Poly Drum	\$42.00	Case by Case
55 Gallon Closed Head Metal Drum	\$43.00	Case by Case
55 Gallon Open Head Metal Drum	\$50.00	Case by Case
55 Gallon Closed Head Poly Drums	\$27.00	Case by Case
55 Gallon Open Head Poly Drum	\$43.00	Case by Case
85 Gallon Overpack Drum	\$175.00	Case by Case
95 Gallon Overpack Drum	\$175.00	Case by Case
Absorbent For Lab Packing	\$15.00	Case by Case
Absorbent For Spill Clean-Up	\$175.00	Case by Case
Bag of Absorbent (CUYB/Pallet)	\$15.00	Case by Case
Cubic "Meter" Tri-Wall Boxes	\$50.00	Case by Case
Cubic Yard Box + Liner	\$50.00	Case by Case
Cubic Yard Tri-Wall Boxes	\$50.00	Case by Case
Drum Liners	\$4.00	Case by Case
Nitrile gloves	\$15.00	Case by Case
Plastic Sheeting - per 20'x100' roll 6mil	\$35.00	Case by Case
PPE, (Level B), per person per day	\$200.00	Case by Case
PPE, (Level C), per person per day	\$75.00	Case by Case
PPE, (Level D), per person per day	\$25.00	Case by Case
Tape	\$4.00	Case by Case
Visqueen, (20'x100') 6 mil.	\$100.00	Case by Case

Hazardous Material Handling/Disposal Services

For those items that are priced by weight, the pricing applies to the gross weight of disposal container and contents.

For items that are priced by volume, the pricing is based on the volume of the container.

Add lines and or columns, as necessary to provide complete pricing for services. The below is provided as an example.

In the event that the Member requests pick up of quantity less than unit identified below or on your provided price list, the contract vendor may quote a prorated cost or minimum charge. Note ALL minimum charges below.

Hazardous Waste Removal Item Description: 49 CFR - Hazard Classifications and 40 CFR Waste:	Unit Cost	Unit of Measure	Alternative Unit Cost
Flammable Liquid, < 3' sludge, 3<% Halogens, BTU>5000	\$83.00	55 Gal Drum	
Flammable Liquid, >50' sludge, 3<% Halogens, BTU>10000	\$132.00	55 Gal Drum	
Loosepack Flammable Paint	\$168.00	55 Gal Drum	
Loosepack Flammable Paint	\$462.00	CUYB	
Aerosols (Paint, Solvents)	\$210.00	55 Gal Drum	
Aerosols (Paint, Solvents)	\$552.00	CUYB	
Lean Waters	\$222.00	55 Gal Drum	
Oxidizer Solutions for Treatment	\$300.00	55 Gal Drum	
Hazardous Sludge/Soil/Debris	\$0.59	Per Pound*	
Non-Hazardous Solids for Landfill	\$121.00	55 Gal Drum	
Non-Hazardous Solids for Landfill	\$420.00	CUYB	
Asbestos (double bagged and wetted)	\$99.00	55 Gal Drum	
Hazardous Debris for Macroencapsulation	\$195.00	55 Gal Drum	
Lab Pack: Flammables for Fuels Blending	\$91.00	55 Gal Drum	
Lab Pack: Non Reactive for Incineration	\$252.00	55 Gal Drum	
Lab Pack: Reactive for Incineration(CASE BY CASE)	\$137.00	5 Gal Pail	
Latex Paint for Recycle	\$420.00	CUYB	
PCB Ballasts or Capacitors for Incineration	\$1.61	Per Pound*	
PCB Ballasts or Capacitors for Landfill	\$252.00	55 Gal Drum	
Non-PCB Ballasts for Reclaim	\$313.00	55 Gal Drum	
Non-PCB Ballasts for Landfill	\$229.00	55 Gal Drum	
Lab Pack Oxidizers	\$525.00	55 Gal Drum	
Lab Pack Inorganic Acid for Treatment	\$216.00	55 Gal Drum	
Lab Pack Inorganic Base for Treatment	\$179.00	55 Gal Drum	
Non Hazardous Liquids for Solidification	\$111.00	55 Gal Drum	
Metals based Waste for Stabilization	\$153.00	55 Gal Drum	
Oil for Recycling	\$53.00	55 Gal Drum	
Mercury Debris (no visible Hg)	\$195.00	55 Gal Drum	
Mercury Debris (w/visible Hg)	\$410.00	5 Gal Pail	
Straight Fluorescent Lamps	\$1.31	Per Pound*	
Circular, U-Shaped Fluorescent Lamps	\$1.31	Per Pound*	
Misc Lamps(HID, Halide, HG Vapor)	\$1.58	Per Pound*	
Alkaline Batteries	\$0.81	Per Pound**	
Lead Acid Batteries	\$0.12	Per Pound**	
Lithium Batteries	\$3.77	Per Pound**	
Ni-Cad Batteries	\$0.26	Per Pound**	
General eWaste	\$0.46	Per Pound**	

* 200 Pound Minimum Charge per Drum

** \$35 Minimum Charge per Drum

Transportation*

Region 1: Via Milkrun	\$425.00	Stop Fee
Region 2: Via Milkrun	\$425.00	Stop Fee
Region 3: Via Milkrun	\$325.00	Stop Fee
Region 4: Via Milkrun	\$525.00	Stop Fee
Region 5: Via Milkrun	\$225.00	Stop Fee
Region 6: Via Milkrun	\$525.00	Stop Fee
Region 7: Via Milkrun	\$325.00	Stop Fee

*Charges incurred with a Milkrun include: the disposal rate, the stop fee noted above, and any supplies delivered, if applicable.

Price Conversion Chart: 30 gal (75%), 10-20 gal (60%), 5 Gal (30%)

Terms and Conditions: 1) Demurrage rate of \$125 per hour will apply to pickups taking longer than 1 hour loading time.

Household Hazardous Waste and/or Incidental Hazardous Materials Collection Events

Include and/or note ALL pricing for any Travel Time, Per Diem, Equipment Rental, Transportation of Supplies and Equipment, Cor
 Add lines and/or columns, as necessary to provide complete pricing for services if not identified in Summary Sections 1-3 and/or Summary Section 4
 Below is provided as an example only.

Mobilization Fixed Fee*		
Estimated Participation	# of Staff	Cost
<100	6	\$2,850.00
101-200	12	\$3,850.00
201-300	18	\$4,600.00
301-400	22	\$5,500.00

*\$850 Per each additional 100 participants.

*Includes all travel time, per diem, hotel, lunch and consummables listed below.

On-site labor and disposal will be invoiced based on quantity using rates listed in Section 4 and the Service Pricing matrix provided.

Add lines or pricing as applicable for vehicles greater than 400, or provide an alternate pricing methodology.

Type of supplies that may be either included in price of the event, or price separately.
 If charging for supplies, provide pricing for all items. If charging as a consumable, note either as a % of the subtotal of the event, or provide an alternate pricing methodology.

List of types of acceptable consumables, and/or equipment:

Visqueen	n/a*
Duct Tape	n/a*
Absorbent (bag)	n/a*
Pallets	n/a*
Shrink Wrap	n/a*
Small Hand Tools	n/a*
Forklift Rental	n/a*
PPE	n/a*
Cones/Delineators	n/a*
Gear Truck	n/a*
Haz Cat Kit	n/a*
Spill Kit	n/a*
Unloading Carts	n/a*
Traffic Signs	n/a*

* All pricing for consumables/equipment is included in the price of the event.



General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract or any purchase order issued under this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.



1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 45 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror 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 public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS 532-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS 541-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. 541-4401, and A.R.S. 523-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.



3. CLARIFICATION/DISCUSSIONS

3.1. Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not provide the offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

3.2. Discussions: After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.



7. EVALUATION & AWARD

- 7.1. Basis of award:** Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.
- 7.2. Best and final offers (Revisions to Proposals):** Mohave may allow revision to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.
- 7.3. Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 7.4. Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.
- 7.5. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.
- 7.6. Multiple award:** Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.
- A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need.
- 7.7. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.
- 7.8. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.
- 7.9. Responsible offeror:** A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.
- 7.10. Responsive proposals:** A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.



7.11. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL & STATE REQUIREMENTS

8.1. Business operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the contract vendor shall not have scrutinized business operations in Sudan and/or Iran.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(l), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on Page 1 of this solicitation.

8.3. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with A.R.S. §41-4401, A.R.S. §23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor



or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.6. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.7. Terrorism country divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under



this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD /WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered.

12.2. Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.



14.2. Amendment of contract: An awarded contract may be amended for a variety of reasons. Contract amendments will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Arizona procurement rules and code.

14.8. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.9. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.10. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.11. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.12. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.13. Eligible agencies: Any contract awarded from this solicitation shall be available to all members who have signed Mohave's Cooperative Purchasing Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 400 members including public school districts, community colleges, city and county governments and political subdivisions throughout



Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.14. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.15. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.16. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

14.17. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.18. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

14.19. Removal from potential bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

14.20. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.

14.21. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

14.22. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the original subtotal amount. The Mohave administration fee shall not be calculated



on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, mileage, transportation charges, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract vendor's invoice must match the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:
625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF PROPOSAL & PROPOSAL FORMAT

16.1. Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.



16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Discontinued product substitutions must be submitted and approved by Mohave, prior to being offered to member.

17.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause.

18. PROTESTS

Protests shall be filed with Julia Tribbett, the Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.



21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it may be done so as a percentage of purchase price (if offeror agrees that member shall not be charged more than the actual invoiced amount for shipping) or as prepaid (actual cost added to the invoice). It is the members' responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.



1c.2 General Terms and Conditions Acceptance Form

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 45 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general terms and conditions.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)



Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 31-42. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 30).

1. COMPLIANCE WITH HEALTH, SAFETY, ENVIRONMENTAL AND TRANSPORTATION REGULATIONS

- 1.1. Contract vendor shall comply with all applicable federal, state and local laws, regulations, rules and standards as well as the conditions of any permits, as may be amended.
- 1.2. Contract vendor shall indemnify and hold harmless Mohave and its members from all damages assessed against the contract vendor as a result of the contract vendor's failure to comply with all federal, state and local laws, permit conditions, rules, standards and regulations.
- 1.3. For all waste exported, contract vendor shall comply with all current applicable government hazardous waste disposal laws, regulations, rules and standards as well as the conditions of any permits, as may be amended and agrees to indemnify and hold harmless Mohave from all damages assessed against the contract vendor as a result of the contract vendor's failure to comply with all governmental laws, regulations, rules, standards, and permit conditions of the receiving country.
- 1.4. All related products and/or supplies furnished under an awarded contract shall comply with all federal state, and local laws, permit conditions, rules, standards and regulations.

2. DELIVERY

- 2.1. **Default in one installment to constitute total breach:** Contract vendor shall deliver conforming supplies in each installment or lot under this contract and may not substitute nonconforming supply materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 2.2. **Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 2.3. **Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 2.4. **Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 2.5. **Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. FORM OF CONTRACT

- 3.1. **Contract vendor documents:** Mohave will review proposed contract vendor documents. Contract vendor's documents shall not become part of Mohave's contract with contract vendor unless and until an authorized representative of Mohave reviews and approves it. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal in the tab specified in the *Instructions to Offerors*.
- 3.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.



3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSURANCE

4.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

4.2. Environmental/pollution legal insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive environmental/pollution insurance including investigation and legal defense costs for bodily injury and property damage providing limits of not less than \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

4.3. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and member.

4.4. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

5. LAND DISPOSAL RESTRICTIONS AND TREATMENT STANDARDS

Contract vendor shall comply with all aspects of the current and amended EPA land disposal restrictions and treatment standards.

6. LICENSES

Contract vendor shall be fully licensed and permitted to handle, transport and dispose hazardous and/or universal waste as described in the specifications. These shall include, but are not limited to the following: Arizona Department of Transportation, US Department of Transportation, RCRA interim or final status permits for RTSDF (or equivalent state permit); universal waste handler permits/licenses, as applicable, EPA identification numbers and any permits necessary for disposal and/or transportation of hazardous waste in Arizona and/or any other states through which wastes shall be transported. **Place licenses and permits after Tab 2a.**

7. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for sixty (60) days after opening time and date.

8. OVERVIEW

8.1. Offeror qualifications: Offeror shall have extensive knowledge and at least three (3) years experience with the services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.



8.2. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

9. PRICING

- 9.1. **Administration fee:** Mohave's 1% administration fee shall be included in offeror's net price. Contract vendor shall not add the administration fee to approved contract prices.
- 9.2. **Application of pricing:** The date a member's purchase order is received by Mohave and/or a contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.
- 9.3. **Basis for pricing:** Contract pricing for handling/disposal services shall be based upon firm fixed pricing with economic adjustment. Contingencies for economic price adjustments must be identified in the proposal in Tab 3b, Page 20. Related supplies shall be firm fixed pricing. Shipping for the supplies may be PP&A, included in the price of the products, or delivery fee.
- 9.4. **Demurrage and Layover Charges:** Demurrage and layover charge may be charged when incurred at the member's site and are only applicable when such charges are the result of delays caused by the request or by the member. Contract vendor may be compensated for costs associated with waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter hour basis. Demurrage and layover charges shall be considered on a case-by-case basis with the member's approval before being invoiced for such charges(s). **Provide demurrage and layover charges on the pricing workbook.**
- 9.5. **Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 9.6. **Effect of price:** The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.
- 9.7. **Fixed prices:** Fixed price offers shall include prices for any and all services. Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 9.8. **Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 9.9. **New price lists:** New price lists and/or workbooks may be submitted for review throughout the term of the contract for new services/related supplies. Mohave will review new price lists and/or workbooks to determine if the services/products or an alternative option is in the members' best interests. New price lists and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists and/or workbooks found to be non-competitive at any time during the contract may be grounds for terminating the contract.



9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

9.11. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contract vendor shall offer Mohave any published price reduction during the contract period.

9.12. Price workbook: All offerors must download and complete the 130 Hazardous Materials Handling/Disposal Services Workbook titled "130 Hazardous Materials WB.xls". Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Failure to provide and complete the 130 Hazardous Waste Removal Workbook shall render your proposal nonresponsive. *Place after Tab 3a.*

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

9.13. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

9.14. Special pricing offers: Special pricing offers (i.e., promotional pricing) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9.15. Travel time, mobilization, and trip charges: Contract vendor may charge for travel time, mobilization, trip charges or stop fees under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization, trip charges or stop fees are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization, trip charges or stop fees may be based on mileage from the point of origin. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

10. SITE REQUIREMENTS

10.1. Cleanup: Contract vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

10.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor, vendor or individual employee as determined by the member.



An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

10.3. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under contract meets or exceeds the OSHA, EPA and/or state regulations, and standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed except in the event of a spill by which OSHA and/or EPA regulations must be followed, and the operation shall not resume until authorized by the appropriate government agency and/or member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, Contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

10.4. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

10.5. Safety measures: Contract vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

10.6. Smoking: Smoking shall not be permitted on member's facilities.

11. SUBCONTRACTORS

11.1. Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contract vendor shall not be awarded solely upon membership or non-membership in a union or professional association.

11.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

11.3. Prime contractor: Contract vendor shall be considered a prime contractor and not a subcontractor. Neither Mohave nor the member shall establish a contractual relationship with subcontractors.

11.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the EPA, State of Arizona and any other applicable agencies. No subcontracting costs may be hidden in a cost proposal to member.



11.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from Mohave member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

11.6. Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor, member or Mohave. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

12. TERM OF CONTRACT AND EXTENSION

12.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

12.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

12.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

13. WARRANTY/QUALITY GUARANTEE

13.1. Fitness: Contract vendor warrants that any materials supplied to members shall fully conform to all requirements of the contract and all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.



1d.2 Special Terms and Conditions Acceptance Form



Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 45 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

- We take no exceptions/deviations to the Special Terms and Conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Services

Place after Tab 1e

1. BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide source(s) of Hazardous Materials Handling/Disposal Services as specified within this Request for Proposal. These services are requested for Mohave's membership of over 400 public agencies. Contracts, in whole or in part, will be awarded to offeror, or offerors, for an initial one (1) year term and four (4) one-year extension options. Contract vendor(s) must have at least three (3) years of experience providing services similar in scope as required in the specifications.

2. DESCRIPTION

Mohave desires to contract with a qualified and experienced offeror or offerors to provide Hazardous Materials Disposal Service and related supplies. Specific hazardous disposal services requested by our membership include, but are not limited to: fluids (oil, transmission, and anti-freeze), universal material and process waste. Laboratory testing services for analysis of hazardous materials, related supplies and/or Household Hazardous Waste or Incidental Hazardous Material Disposal Events may be offered. However, laboratory testing services, related supplies, and/or Hazardous Material Disposal Events must be offered as a related service to the Hazardous Materials Handling/Disposal Services and not as stand-alone service(s) in your offer. Offerors may offer statewide and/or regional services and pricing. A map detailing the regions and the counties that fall within each region is provided on Page 19.

Offerors should respond to as many areas in the scope of services as possible. If an offeror doesn't provide a particular disposal service, please "no bid" that item. Mohave will consider all offers; however, vendors with the ability to supply more than one disposal service or region are preferred.

The scope of services and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable processes, services, and/or materials used in Hazardous Materials Handling/Disposal Services. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, including alternate handling of waste to be disposed, which meets the performance characteristics in the specifications and as applicable to the needs of Mohave's membership. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions and waste materials per applicable regulations.

This is a new contract for Mohave. We are responding to the requests from members from around the state for hazardous material disposal services. We anticipate contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing offers only. It is not to be considered a guarantee of volume under an awarded contract.



3. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	August 5, 2013
Pre-proposal Conference Held	August 15, 2013 at 10:00 AM (Local Time) Pre-proposal conference will be held utilizing WebEx telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	August 30, 2013
Published RFP Due Date & Time	September 6, 2013 at 3:00 PM (Local Time) 625 E. Beale Street, Kingman, AZ 86401
Public Opening of Proposal	September 6, 2013 at 3:00 PM
Notice of Intent to Award (<i>estimated date only</i>)	October 2, 2013
Execution of Contract(s) (<i>estimated date only</i>)	October 9, 2013

4. SUBMISSION OF PROPOSAL

- 4.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not desired or deemed necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content. Please follow the format of the requested information when organizing your answers and information.
- 4.2. The offeror must submit its proposal following information detailed in the *RFP Instructions to Offeror & Checklist*.

5. CONTRACT TYPE

The term contract shall be firm fixed price for handling/disposal services disposal service for indefinite quantities. Related supplies shall be firm fixed pricing. The shipping costs for supplies may be offered as PP&A, included in the price of the supplies, or as a delivered fee.

6. AWARD CRITERIA

The award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

- 1) Offer and Acceptance, Terms and Conditions, Scope of Services and Specification Documents:** Offer and Acceptance, addenda (if any), acceptance of General & Special Terms and Conditions, Scope of Services, Specifications with exceptions/deviations noted;
- 2) Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, certificates of insurance, company financials, appropriate licenses/permits for services requested; and
- 3) Pricing Information:** Pricing workbook and/or pricing documents.



Copy of Specifications



1e.2 Specifications

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a supplier or offeror chooses not to produce or supply services and/or supplies to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer services, and/or related supplies they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Services and Specifications Acceptance Form*.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a service, process, or materials. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

References used in this RFP:

- Arizona Department of Environmental Quality (ADEQ): www.azdeq.gov/
- Arizona Revised Statutes Title 18. Environmental Quality:
http://www.azsos.gov/public_services/Title_18/18-08.htm
- Federal Code of Regulations Title 40 (40 CFR) for Environmental Protection Agency and Department of Transportation's law and regulations: <http://www.ecfr.gov>
- Federal Code of Regulations Title 49 (49 CFR) for Department of Transportation's law and regulations: <http://www.ecfr.gov>
- Occupational Safety & Health Administration (OSHA) and 29 CFR: www.osha.gov/ and <http://www.ecfr.gov>
- The Resource Conservation and Recovery Act (RCRA):
www.epa.gov/epawaste/inforesources/online/index.htm
- United States Environmental Protection Agency (EPA): www.epa.gov/



Requirement		Comply	Deviate*
1.1	General Requirements		
1.1.01	Contract vendor shall provide a broad range of waste management methods including, but not limited to: reuse, recovery, recycling, and disposal.	X	
1.1.02	Work performed by the contract vendor and/or subcontractors shall be performed in compliance with the most current and applicable federal, state and local laws and regulations including, but not limited to: OSHA, RCRA, Clean Air Act, Department of Transportation Regulations, Toxic Substance Control Act, Arizona Hazardous Waste Management Act, Used Oil Management Act, Comprehensive Environmental Response, Compensation and Liability Act, Federal Motor Carrier Safety Regulations and Federal Hazardous Materials Regulations.	X	
1.1.03	Contract vendor shall use EPA and state permitted, certified, and insured hazardous material transporters.	X	
1.1.04	Contract vendor shall use EPA approved and licensed treatment storage and disposal facilities.	X	
1.1.05	The contract vendor shall assist the member in preparing notifications/certifications and related paperwork to fulfill land disposal restriction and treatment standards. Provide pricing in the pricing workbook.	X	
1.1.06	Sampling and analysis services to determine the identity of the hazardous material, source, spread and disposal options of the hazardous materials may be offered. Provide pricing in the pricing workbook.	X	
1.1.07	Sample collections, storage, transportation, analysis and disposal shall be in accordance with standard quality assurance, quality control protocols, including, but not limited to chain of custody requirements and laboratory certification. Only equipment properly calibrated according to all federal, state and location requirements shall be used.	X	
1.1.08	Contract vendor shall not provide any type of services, which might be considered construction related including, but not limited to: abatement, remediation, drilling services, demolition, etc. It will be Mohave's decision what types of services will not be allowed under an awarded contract.	X	
1.2	Reporting Requirements		
1.2.01	Hazardous material manifests shall be prepared by the contract vendor for signature by the member for the transportation, storage and disposal of hazardous materials.	X	
1.2.02	Contract vendor shall provide reports as requested or required by law, or regulations including, but not limited to: hazardous materials manifests, project plans, laboratory test results, analysis reports, accidents, spills, photographs, and drawings.	X	
1.2.03	Laboratory reports shall be forward to the member's representative within 5-10 days, after the contract vendor receives reports.	X	
1.3	Spill Responsibilities		
1.3.01	Contract vendor shall be solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by the actions of its employees or subcontractors.	X	

<p>1.3.02 In the event of a spill, leak, or release, the contract vendor shall take the following actions including but may not be limited to:</p> <ul style="list-style-type: none"> •Evacuate and warn those persons (member and the public) that may be affected by the spill; •Immediately contact Emergency Response Agencies, (i.e. call 911); •Contact member; •Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards; and/or •For all spills the contract vendor shall provide all notifications and reports specified by federal, state and local laws, regulations, rules, standards and permits and assist the member in their reporting. 	X	
1.4 Recycling and Energy Recovery		
1.4.01 Mohave requests the contract vendor to provide recycling and energy recovery for all materials that meet those criteria whenever possible.	X	
1.4.02 The contract vendor shall provide detailed plans/reports as to how any materials are recovered, recycled or reused to the member	X	
1.5 Packaging and Labeling		
1.5.01 Contract vendor shall provide USDOT certified shipping containers and packaging materials for the packaging and shipment of all types of hazardous materials. Provide pricing in the pricing workbook.	X	
1.5.02 Contract vendor shall package wastes, if requested by the member.	X	
1.5.03 If contract vendor is requested to package waste, it shall be in compliance with 40/49 CFR to minimize cost to member with appropriate labeling and containers.	X	
1.5.04 Contract vendor shall review and approve all containers and labeling prior to shipping if packaging was provided by member.	X	
1.5.05 Contract vendor shall provide and affix the appropriate placards to transportation vehicles prior to leaving member's site.	X	
1.5.06 Contract vendor shall provide all appropriate transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, and drum packing slips, for each container to the member's representative. <i>This cost shall be included in the unit pricing.</i>	X	
1.5.07 If contract vendor needs to repackage waste(s) because of improper packaging by the member (i.e. not packed in compliance with applicable federal, state and local laws, regulations, rules and standards), the contract vendor shall notify the member's representative before performing the repackaging. <i>Members may be charged for all repackaging, if pricing is provided in the pricing workbook.</i>	X	
1.6 Loading at member's site		
1.6.01 Contract vendor shall provide all necessary equipment and personnel for loading at the member's site.	X	
1.6.02 If additional rental equipment is necessary for loading of wastes, which are outside normal dock or location loading, the contract vendor may receive reimbursement for such equipment. <i>However, pricing shall be a pass through charge with no additional markup to the member.</i>	X	
1.7 Transportation Documentation		
1.7.01 Contract vendor shall provide and use appropriate transportation documents for removal of all materials as described from the member's site.	X	
1.7.02 For members who choose to prepare their own uniform manifest, the contract vendor may provide assistance in the preparation of the manifest, as requested by the member.	X	
<p>RFP 130-0906 Mohave - Serving Arizona Since 1971 Page 8 of 45</p>		



1.7.03	The uniform manifest shall be reviewed and signed by the member's representative prior to, or at the time of material removal. The manifest shall be completed as required by federal, state and local laws, regulations, rules and standards.	X	
1.7.04	Contract vendor shall provide to the member a copy of the signed manifest(s) within thirty (30) calendar days of shipment.	X	
1.7.05	Manifest(s), as well as all other required documentation or bill(s) of lading, shall be clearly marked with the purchase order and contract number.	X	
1.7.06	Contract vendor shall provide all necessary reporting data to the member to complete the Annual Reporting Information as required by the EPA and/or any applicable state and local agency. This information shall be made available within thirty-five (35) business days of pick-up.	X	
1.7.07	After wastes are manifested to a facility for temporary storage, repacking or bulking packaging, the contract vendor shall provide the member documentation for the final recycling, treatment, storage, and disposal facilities to which each waste container's contents were sent to, copies of the shipping manifest(s), bill(s) of lading(s), acknowledgment of receipt by the final treatment, storage, and disposal facilities and any other pertinent paperwork within thirty (30) days.	X	
1.8	Certification of Disposal Documentation (CD)		
1.8.01	Contract vendor shall return to each member's representative certificate(s) of recycling, treatment, disposal and/or destruction for all material handled.	X	
1.8.02	Contract vendor shall provide a certificate from the manifested treatment, storage and disposal facilities (TSDFs) immediately upon availability.	X	
1.8.03	The CD shall include but is not limited to the following information: member agency name, member's shipment site or mailing address, manifest number and complete waste handling facility information along with all applicable signatures.	X	
1.9	Related Supplies		
1.9.01	Contract vendor may offer personal protective equipment (PPE), containers, storage/handling materials and other related supplies, which meet the standards for the materials being stored/handled in compliance with applicable regulations. Provide pricing in the pricing workbook.	X	
1.9.02	Contract vendor shall provide specification sheets for products, if requested by the member.	X	
1.10	Household Hazardous Waste and/or Incidental Hazardous Material Collection Events		
1.10.01	Contract vendor may offer municipality and/or county household hazardous waste (HHW) and/or incidental hazardous material collection events. For these events mobilization, supplies, and other charges shall be allowed. Provide information on the services you would provide for these types of event in Tab 4c. Provide pricing in the pricing workbook.	X	
<p>*Exceptions/deviations must be listed on the <i>Scope of Services and Specifications Acceptance Form</i>. List the specification number for each exception/deviation.</p>			
RFP 130-0906		Mohave - Serving Arizona Since 1971	
		Page 9 of 45	



1e.3 Scope of Services and Specifications Acceptance Form



Scope of Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 45 certifies complete acceptance of the Scope of Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Services and Specifications:

- We take no exceptions/deviations to the Scope of Services and Specifications.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)



Method and Approach

2a.1 Executive Summary

PSC Environmental Services, LLC, organized in 1988. For more than 24 years, we have delivered reliable, safe, and cost-effective waste management services to municipalities, universities, manufacturing, and many varied businesses across the United States. PSC is one of a limited number of national, financially strong companies providing comprehensive waste management. Our Environmental Service Division has over 950 full-time employees dedicated to helping Mohave manage waste in the most efficient, cost effective, environmentally friendly, EPA-preferred methods possible.

This RFP response will demonstrate our ability to successfully meet your objectives for a qualified and experienced waste management services provider. PSC has the technical and operational knowledge, combined with the management tools and techniques to design and execute this scope of work. Our ability to measure key drivers of program cost, service quality, and sustainability will allow PSC to work closely with Mohave to help identify and implement improvement opportunities as a continuous process during the life of this contract.

Mohave and its members will realize the following benefits by utilizing PSC:

- **A Seamless, Safe & Risk-Free Transition**
PSC has a long history of working with cities and municipalities. As a result, we have built a risk-free transition process that ensures there are no service disruptions or unintended consequences transitioning from the incumbent vendor. Our approach establishes the foundation for improved service delivery and exceptional customer satisfaction. This plan is built upon our proven transition procedures, tailored to the unique aspects Mohave.
- **A Collaborative, Customer-Focused Management Approach**
We want to earn your trust and respect by providing consistent and reliable information, efficient and responsive performance, and high-quality services. We are a solutions-based provider that leverages the size and strength of our organization to offer program choices designed to protect risk, manage costs, and maximize Best Practices. Our collaborative approach begins with understanding your requirements and determining how to devise a solid work plan to achieve your business objectives.
- **Statewide Geographic Coverage**
PSC will deploy our service personnel through our Glendale, AZ office and manage waste materials generated by Mohave's members through our Houston, Texas TSDf with support from other nearby facilities. PSC has facilities, service centers, and fleet to provide responsive, turn-key service.
- **A Technically Sound Staff with Significant Experience**
Our project managers and field supervisors have many years of experience performing service for other cities and municipalities. PSC project managers and technicians are trained in all regulations, yet have the autonomy to operate as in-field experts for handling unknown or unplanned events or to evaluate special projects.



➤ **An Established Commitment to Household Hazardous Materials Programs**

PSC has experience in HHW programs dating back to 1985, and has grown to be the premier HHW contractor in North America. Our expertise includes full management of HHW, as well as hosting HHW drop-off events. Additionally, we also provide service for 75 permanent HHW collection facility operations.

➤ **A Dedicated Emergency Response Team**

PSC emergency response service can be initiated by Mohave 365 days per year, 24 hours per day. PSC provides a dedicated hotline for ER services that is staffed by 40-hour HAZWOPER-trained PSC employees who have the capabilities and expertise to dispatch crews for waste pickups or material delivery.

Mohave will benefit from an environmental services company that offers the experience, personnel, local facilities, and equipment to fulfill all service requirements and develop innovative measures to drive continuous improvement. PSC is the environmental services provider that is best positioned to meet the needs of Mohave's members and deliver meaningful results. We have an outstanding team already in place, led by a locally-based project management team.

We appreciate your consideration of PSC as partner and service provider to this important and evolving program, and we look forward to the opportunity to discuss in more detail the ways PSC's proposal and services may benefit Mohave's hazardous materials and disposal program.



2a.2 Project Plan

Communication Process

PSC is committed to providing excellent customer service to meet all Mohave minimum service level requirements. An example of typical responses is detailed in the following chart. Actual times can be negotiated between Mohave and PSC if any are unacceptable to you.

Inquiry/Request Type	Response Time
A phone call or e-mail with a new service request/order	Within 2-3 hours
A phone call or email regarding an existing order	Within 4 hours
A phone call or email regarding a billing inquiry/dispute	Within 2-3 hours
A phone call or email requesting special assistance on a non-emergency hazardous material matter, such as classification of labeling guidelines	Within 2-3 hours
A request for a report on recent activity	Within 2-3 hours to receive report submitted within 48 hours after initial request received

PSC schedules service in one of two ways:

- **On Request** – Customers call PSC at their convenience and agree to a scheduled pickup date. Usually, PSC will guarantee a pickup to be scheduled within 10 business days from the time the customer call is made.
- **Regular Schedule** – Customers have a pre-established guaranteed regular service schedule. This is a common practice for lab pack service profiles.



Health and Safety Plan



PSC maintains the highest safety standards in the industry through the executive mandate of PSC's Safe On Purpose™ (SOP) Program. Adhering to the utmost safety performance is a condition of employment with PSC and is planned, monitored, and controlled during all aspects of service performance. PSC will adhere to all safety requirements and drive safety throughout all service elements at collection sites.

Each PSC employee is responsible for safety. Every PSC employee is required to read the PSC Employee Handbook and Safety Manual and sign the acknowledgement of receipt. The acknowledgement is co-signed by the job superintendent in the spirit of a pledge and the enthusiasm of "safety is a commitment and a team effort."

Besides our commitment pledged, we also practice the behavioral-based SOP program with Job Safety Analyses (JSAs) and Safety Watch Cards, which are discussed in the Hazard Assessment and Categorization section later in this proposal. Supervisors and project managers facilitate formal safety meetings to review and emphasize safety violations. The tailgate meeting sets the tone of safety as our highest priority, allowing our supervisors to demonstrate and advocate on-site safety. Our emphasis continues throughout the project with our employees proactively identifying and correcting unsafe acts. Even our employee review process is tied to their ability to identify safety concerns and correct them.

Our company safety training program includes, but is not limited to, the following:

- Reviewing and understanding of all job-related material safety data sheets (MSDS)
- Reviewing with each individual supervisor and superintendent the progress and job-related safety incident rate they have achieved
- On a monthly basis, noting and reviewing problem areas and implementing a plan of action while closely monitoring trends and improvements
- Documenting and tracking proper safety protocols during and at the completion of each job
- Publishing monthly safety documentation companywide
- Performing post-incident or near-miss incident investigations to seek contributing factors to incidents and ways to correct systematic defects

Safety procedures are supplemented by proper personal protective equipment (PPE). Related protective measures are ensured by the use of caution barricade tape and standard industry safe work practices.

A contraband policy is in effect for all of PSC's personnel, which has greatly reduced the overall safety risks of performing service work. That policy prohibits the possession, or use of controlled substances, alcohol, or firearms at any time while on duty. Additionally, personnel are prohibited from reporting to



work under the influence of a controlled substance. The program is reinforced by the random sampling of personnel by blood and urinalysis. This policy has had a positive effect in ensuring professional job performance.

Although all PSC employees are responsible for safe behavior, the senior employee on each field services team has the responsibility for the Safety and Health of all employees on site. The Project Manager or Lead Chemist has the responsibility and authority to audit the equipping and training of all employees and to implement the Safety and Health plan.

Personal Protective Equipment

Prior to commencement of work, the on-site Project Manager or Lead Chemist assesses the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of additional PPE. When hazards are present, PSC selects and offers appropriate personal protective equipment (PPE) to affected employees. The purpose of PPE is to protect, shield or isolate employees from chemical, physical, and biological hazards that they may encounter at job sites. The careful selection and use of PPE protects the skin, eyes, face, hands, feet, head, ears, and body.

PPE is specified to meet or exceed the level of protection necessary to maintain the workers safety as required by state and federal regulations. At minimum, all employees wear Level D PPE while present on the worksite. All personnel inside the identified hazardous section wear Tyvek suits or approved coveralls, safety glasses with fixed side shields, safety toe boots or footwear, and appropriate respirator, when required. Rubber or nitrile gloves are worn (latex lab gloves are acceptable for inventory purposes).

All personal protective equipment complies with Federal, State, and local regulations. PPE is inspected weekly and records are maintained. Safety Training records are maintained for five (5) years.

No single combination of PPE and clothing is capable of protecting against all hazards and PPE must be used in conjunction with other protective methods. The use of PPE can in itself create significant worker hazards, such as heat stress, physical and psychological stress, and impaired vision, mobility and communication. In general, the greater the level of PPE, the greater the associated risks. For any given situation, equipment and clothing must be selected to provide an adequate level of protection. Over-protection, as well as under-protection, can be hazardous and should be avoided.

Safety and Injury Management

PSC will participate in any client safety meetings and assist in resolving any ES&H issues, including safety training, if necessary.

Any potential occupational accident, illness or injury sustained while performing work on the clients' site will be reported immediately PSC's on-site manager and client designee.

PSC will be responsible for requiring all of its personnel to report all safety hazards observed in the workplace.



Hazard Assessment and Categorization Procedures

It is the policy of PSC that a hazard assessment be performed prior to commencement of any work. This hazard assessment may be in the form of a Health & Safety Plan (HASP), a Job Safety Analysis (JSA), or other, if required by prevailing rules within a customer's facility. If working in a facility or at a job site that does not have a safe work procedure, or if the prevailing system does not include an adequate hazard assessment, it is the responsibility of the PSC On-site manager to conduct the hazard assessment.

Job Safety Analysis (JSA)

The purpose of a JSA is to identify hazards properly in order to avoid exposure, injury, or incident. A hazard is defined as something in the workplace that may cause harm. Both employees and supervisors/managers must understand how to properly perform a JSA.

In keeping with the current PSC program, JSAs shall be performed prior to commencement of any work. Location management shall ensure that JSAs are properly performed, documented and communicated with the crew prior to work being performed. Validation of effectively written JSAs shall be accomplished through formal audits performed at least once each month by the EHS manager and the location manager. Evidence of review, whether through approval stamps or signatures indicating a review has been completed, is required. Each location shall review at least 20 percent of the location's JSAs.

A supervisor who can prepare an effective JSA has demonstrated competency in the JSA risk and recognition discipline. Following are the general requirements of all JSAs:

- Must be performed and documented by supervisor prior to work being performed (for example, pre-shift or pre-job) for each shift
- Must be changed to reflect changes in hazards or conditions as necessary
- Description of work to be performed
- Must be communicated to all affected personnel prior to work being performed
- Description of equipment requirements
- Description of PPE requirements
- Inspections performed by supervisor before job and during job; must be documented (on JSA form)
- List of potential hazards
- Description of safeguards against hazards
- Immediately Dangerous to Life or Health (IDLH) requirements (for example, lockout/tagout [LOTO], confined space entry, fall protection)
- Description of emergency procedures



Health and Safety Plan (HASP)

The purpose of a HASP is to thoroughly identify and manage hazards relating to regular and on-going activities on a clients' site properly. A HASP may be completed in conjunction with other PSC programs, such as JSA and Watch Card programs. A HASP typically contains the following topics:

- Work Description
- List of potential hazards
- Description of safeguards against hazards
- Immediately Dangerous to Life or Health (IDLH) requirements (for example, lockout/tagout [LOTO], confined space entry, fall protection)
- Description of emergency procedures
- Description of equipment requirements
- Description of PPE requirements
- Emergency contacts
- Appropriate Forms

Watch Cards

The Watch Card is the building block to the Safety Observation process described in this component. The Watch Card is divided into three sections:

- Description of behavior or condition of what is considered to be unsafe
- What was done by the observer to intervene or correct the situation
- Supervisor's initials verifying that the item has been corrected

The Watch Card program has been established to foster an environment in which our employees develop and use the skills of risk assessment, intervention, hazard control, and abatement. Through the repetitious use of the Watch Cards, our employees will form a habitual discipline in the practice of identifying and controlling unsafe jobsite acts and conditions which can lead to incidents. Once the desired conditioned behavior has been formed, outside influences should not significantly impact awareness levels; therefore employee awareness will remain at a consistently high level.

Watch Cards shall be completed by all safety-sensitive employees, including supervisors of safety-sensitive employees. Office and administrative personnel are also encouraged to participate.



Stop Work Authority Program

This program formally establishes the Stop Work Authority (SWA) of all Company employees and contractors to suspend individual tasks or group operations when the control of HSE risk is not clearly established or understood. It is the policy of this Company that:

- All employees and its contractors have the authority and obligation to stop any task or operation where concerns or questions regarding the control of HSE risk exist,
- No work will resume until all stop work issues and concerns have been adequately addressed, and
- Any form of retribution or intimidation directed at any individual or company for exercising their authority as outlined in this program will not be tolerated.

As with any policy, accountability for non-compliance will follow established Company procedures or contract requirements.

On-Site Emergency

The PSC Lead Chemist/Supervisor is responsible for coordinating any emergency procedures. PSC works with the designated client contact to coordinate any emergency response required. In the unlikely event of an imminent or actual emergency, the PSC lead chemist works with client on activating internal alarms or communication systems, and notifying the appropriate local and state agencies with emergency response roles.

The Lead Chemist immediately identifies the nature of the problem, exact source, amount and extent of any release. This can be done by direct observation, use of records, staff input, material safety data sheets and by chemical analysis, if necessary.

If the Lead Chemist or On-Site Supervisor determines that the fire, explosion or release could threaten human health or the environment outside of the facility, the Lead Chemist or On-Site Supervisor immediately initiates the facility contingency plan, notify the appropriate local authorities, if surrounding areas require evacuation. In all cases, the emergency coordinator (EC) also notifies the State Office of Emergency Services (OES) if the released materials go off-site.

Contingency Procedures

Emergency Phone Numbers - In the event of a chemical spill, fire or explosion, appropriate federal, state, and local agencies will be notified by mobile phone and will receive a written incident report.

Medical Emergency Transportation Procedures - In the event there is an injury that requires medical attention it must first be determined if they can be transported in the emergency vehicle or if an ambulance should be called. If the injury is of a nature that the emergency vehicle will be sufficient and professional emergency transportation is not required to take someone to the hospital the emergency vehicle should be used to facilitate the fastest means of transportation. If the injury is severe, and requires specialized emergency care an ambulance should be called immediately.



Proposed Facilities for Mohave

PSC has designated the following five facilities to serve Mohave. The chart below provides a summary of each facility.

Copies of all applicable permits for these facilities are located in Attachment 1.

Facility Name	Contact	Capabilities
Rho-Chem, LLC 5150 North Murray Ave. Glendale, AZ 85301 EPA ID: AZP000000000	Tabi Moore Facility Manager T: 480.341.0040	Transportation services, 10-day truck-to-truck transfer for retail services, LUL, lab packing, remediation, emergency response, hydroblasting, air moving, fire clearing, power plant and solar services.
21st Century Environmental Management of Nevada, LLC 1095 Nevada Dr E Fernley, NV 89408 EPA ID: NV01 907 395 339	Tracy Basso Facility Manager T: 775.575.5760 F: 775.575.3903	RCRA Part B Facility; storage capacity of 157,503 gallons and 2,942 drums (liquid); 3,253 cubic yards (solid); incinerative waste treatment; Metal-lining resource recovery; Battery recycling; Transportation services; Lab pack; Emergency Response; Photo Waste recycling; Analytical services; 60-day Truck-to-Truck Transfer.
21st Century Environmental Management of Nevada, LLC 5190 S. Fourth St Henderson, NV 89015	Tracy Basso Facility Manager T: 702.367.0543 F: 702.367.0543	Client Service Center; 10-day Truck to Truck Transfer; Transportation & Disposal; Lab pack; HWM services; Remediation; and Emergency Response.
Philip Reclamation Services, Houston, LLC 4050 Hammond Pk Houston, TX 77028 EPA ID: TX01 DPA 100 230	John Black General Manager T: 713.672.2304 713.672.5229 F: 713.672.0733	RCRA Part B Facility; CERRLA approved; Storage capacity of 40,000 gallons and 1,100 drums; Wastewater treatment; Fuel blending; Solidification; Stabilization; Lab Pack; Solvent recovery; Picking for incineration; Transportation permits in 42 states; solvent recovery; On-site laboratory for testing; Handling water.
Rho-Chem, Inglewood CA 425 1st Avenue Inglewood, CA 90301 EPA ID: CA01 000 364 412	Ramon Robles General Manager T: (310) 775-6233 (310) 870-6233 F: (310) 545-6175	RCRA Part B facility; Transportation services; storage capacity of 150,400 gallons and 1,000 drums; Film recycling; Solvent recycling; ammonia; Lab packing; Transportation & Disposal of Hazardous, Non-hazardous, and Universal wastes; Photographic silver recovery; Battery recycling; fluorescent bulb recovery; Chlorinated solvent recovery.



Laboratories Used

Our outside laboratory, Enviropro, is certified by the State of Utah Bureau of Laboratory Improvement. A copy of the laboratory's certification is included in Attachment 2.

Enviropro
2712 South 3600 West, Suite E
West Valley City, UT 84119
Phone: (801) 964-2511

OSHA Safety Record

At PSC, excellence in environmental, health and safety performance is the foundation of everything we do. It is PSC's policy to conduct our business in a manner that safeguards and protects the people, environment and resources of the companies and communities we serve. PSC employees are committed to doing our part to contribute to a safer and healthier environment.

The certificate below is reflective of our most recent complete year of available data.

OSHA's Form 300A Form 310004

Summary of Work-Related Injuries and Illnesses

Year 2012
U.S. Department of Labor
Occupational Safety and Health Administration
Form OSHA 300A 12-10-07a

All establishments covered by Part 1910 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. **Remember to review the Log** to verify that the entries are complete and accurate before completing this summary.
Using the Log, record the information across your sheets for each category. Then write the totals below, making sure you've entered the numbers from every page of the Log. If you had no zeros, enter "0".
Employers, former employers, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 300 if it is requested. See 29 CFR Part 1910.16, or OSHA's Access/Posting rule, for further details on the access provisions for these forms.

Total number of workdays	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
62	1	11	12
Total number of days away from work	Total number of days of job transfer or restriction		
10	10		
Total number of lost workdays			
10			
(1) Skin	0	(4) Poisoning	0
(2) Skin irritation	1	(5) Hearing loss	0
(3) Respiratory irritation	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.
Make certain that the information is accurate and complete. Do not use "0" for any category that has no entries. Do not use "0" for any category that has no entries. Do not use "0" for any category that has no entries. Do not use "0" for any category that has no entries.

Establishment Information

Your establishment name: CSI CORP
 Address: 101 10th Street
 City: COOR State: CO ZIP: 80401
 Industry description: (e.g., Manufacturing of metal heat treating)
CSO - Thermal analysis
 Standard Industrial Classification (SIC) (4 digits): (e.g., SIC 3331)
3331
 North American Industry Classification (NAICS) (5 digits): (e.g., NAICS 333110)
333110

Employment Information

If you don't have these figures, put the Workdays on the last of this page as an estimate.

Average number of employees: 100
 Total hours worked by all employees full year: 1,000,000

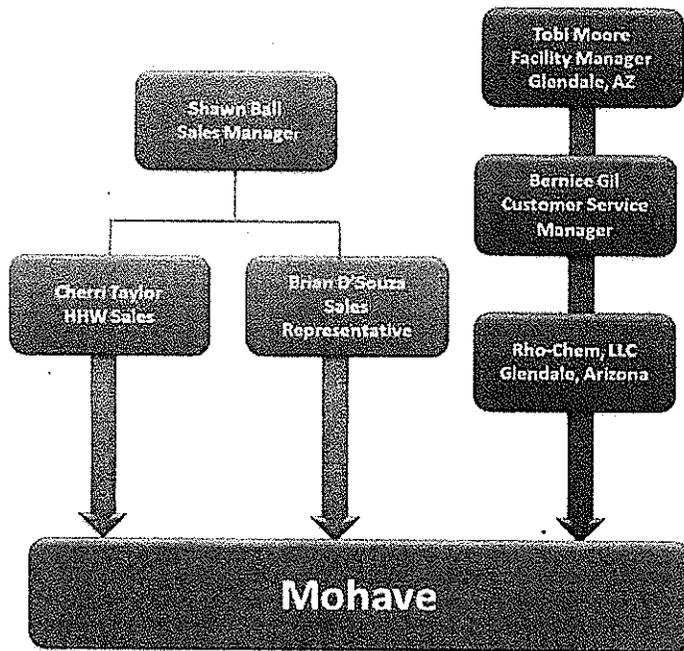
Signatures

Knowledge: Signifying the Director may need to file.
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
 Signature: [Signature] Date: 1/10/13

Additional Value-Added Services

Dedicated Team

Our simple organizational structure (shown below) supports the strong leadership and transparency expected from our team. Mohave can expect quick communication, high-efficiency, and flexibility as we service this contract. Our clients receive individualized attention from our experienced staff members who understand their needs, review alternatives, consider economic, regulatory, and service requirements, and recommend the best solutions. We employ trained personnel at each site to ensure that the best strategy is used to provide the lowest cost while maintaining an exemplary safety record. In addition, our thorough profiling of the specific tasks associated with this contract facilitates prompt, reliable, and accurate service.





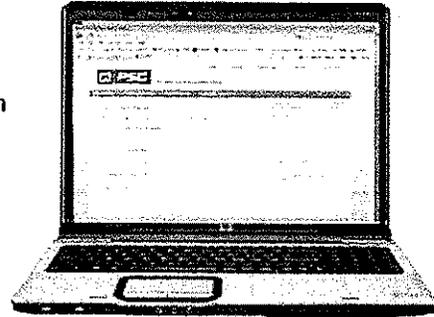
24/7 Customer Service

PSCNow Online provides easy access for customers to manage their waste service needs with PSC through our safe, secure online portal. As an addition to traditional customer service support, **PSCNow Online** provides a fast and efficient way to obtain account information anytime, at no additional charge.

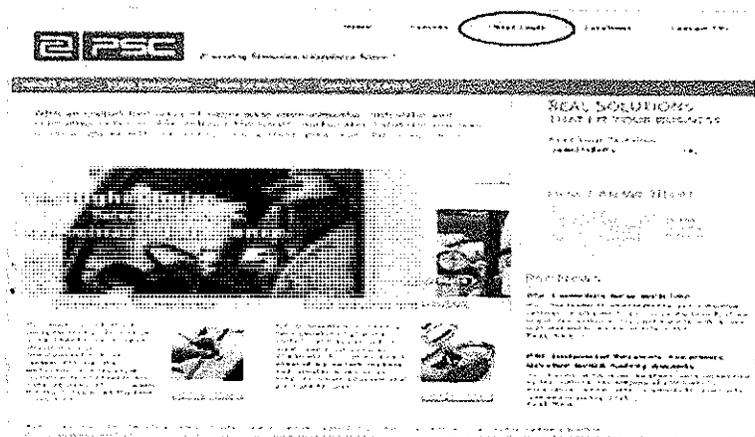
PSCNow Online is integrated with PSC's waste management system, providing real-time information exchange. Customers can update their account information, create profiles, build shipment or labpack shipments, view manifests and invoices, and generate both predefined and custom activity reports.

Key functionality includes:

- ✦ View and print your service schedule or schedule additional pickups
- ✦ Create, edit and submit waste profiles online
- ✦ Create and manage lab packs
- ✦ View and print manifest documents
- ✦ View and print invoices
- ✦ View and print standard reports or create custom reports
- ✦ Print shipping documents



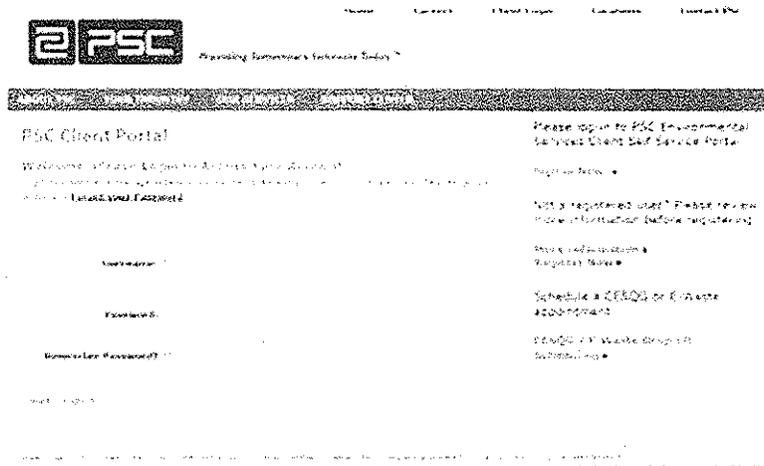
PSC Customer Service Representatives are available Monday through Friday to assist Mohave members with their reporting needs. With just a few key strokes, reports can be emailed in PDF form showing how much waste has been received from each generator location. In addition to PSC's regular methods of client contact such as telephone, fax and e-mail, contract users can perform a number of different tasks electronically while using PSC's client web portal, at www.pscnow.com. This enables users to conduct business on their terms, taking care of critical transactions 24 hours a day, seven days a week.





To begin using our client web portal, users enter <http://www.PSCNow.com> to access the PSC home page and enter the system through the client login.

Within www.pscnow.com is a link for our clients that provide quick, easy, and secure access to their waste resources from any computer at any time. Mohave users can create new orders and profiles, schedule transportation, access critical records, gain technical support online, view and print reports, recertify outdated profiles, change billing information, print manifests and labels, and search, view, and print orders and profiles for all Mohave members in one integrated system.



The data entered in to the system is communicated directly to PSC's extensive waste service database.

By utilizing a common foundation, common business practices (such as use of approved facilities) may be shared seamlessly. Consistent waste management methods, as well as consistent business practices will be broadcasted seamlessly through one-time customer set-up functions.

Here are just a few of the data elements PSC captures (and thus can report on according to virtually any combination of user-defined parameters):

Invoice Location	Ship Date
Generation Location	Purchase Order
EPA ID Number	Process Date
Waste Code(s)	Manifest Information
Form, Source, Origin Codes	Profile Information
TRI Constituents	CAS Number
Waste Profile Number	Transporter Information
Inbound Processing Location	Treatment Codes
Final Destination	Waste Shipped (volume)
Price (Cost) per Stream	Waste Shipped (weight)



PSCNow Online allows Mohave members to generate profiles, make changes, place orders, create lab packs, and produce shipping documents. At this time PSCNow Online is a **no-cost** system that is offered to Mohave as a service. Demonstrations can be seen via Web-Ex upon request; user names and passwords are delivered following client sign-up through PSCNow Online.

2a.3 Servicing Mohave Members

Mohave can be assured that PSC will not attempt to sell services or related supplies to members that are not on contract. PSC utilizes Salesforce.com to assign and track the territory of each account manager, ensuring that there is no overlap. Our staff will be well informed of the requirements of this contract. If a member expresses a need for a service or product that is not part of the contract, PSC would work with Mohave to add this to the contract for all members.



2a.4 Past hazardous disposal problem resolution

Number	Name of Public Agency	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1	National Park Service	\$3,500	2012	Joey Pace	480-669-3087
Description of problem #1, and what steps were taken to satisfy the customer.					
<p>The National Park Service at Petrified Forest in Arizona discovered a maintenance shed with approximately 30 pallets of paint and other chemicals that had been accumulated over a period of years. PSC dispatched a sales rep to the site to inventory items, and a PSC lab pack crew was able to lab-pack the chemicals over the course of 1 day and transport it for disposal.</p>					
2	Arizona State University	\$100,000	Ongoing	Henry Walsh	480-965-8554
Description of problem #2, and what steps were taken to satisfy the customer.					
<p>Arizona State University experienced an unexpected lapse in their contract with their former vendor. PSC worked with ASU to establish a self-pack program utilizing our existing contract with University of Arizona, saving them the time and effort of going out to bid and creating a new RFP.</p>					
3	City of Mesa	\$200,000-\$250,000, Annually	2010 - Present	Greg Edwards	480-644-4774
Description of problem #3, and what steps were taken to satisfy the customer.					
<p>Problem: Customer unhappy with length of time participants waiting in line, off-site time of PSC after HHW event and general PSC follow up after event with strategy to improve.</p> <p>PSC management had been unaware of customer dissatisfaction with first 2 HHW events run by our company. Once the issues were brought to the attention of the General Manager and Account Manager immediate steps were taken to address and improve that included:</p> <ul style="list-style-type: none"> ✓ Meeting with the customer to get full picture of issues. ✓ Changed oversight from Project Manager only to Project Team including, Operations, Sales and Customer Service. ✓ Written action plan provided with specific improvement targets ✓ Made available one of our most experienced HHW Project Managers to provide oversight and training for events. ✓ Reviewed site layout, traffic flow, staff location/responsibilities and made minor adjustments to the set up that would improve queuing time. ✓ Mobilized additional staff to accommodate up to 1500 participants. 					



PSC will provide services state-wide; however, sales forces are concentrated primarily in Phoenix

and Tucson.

If a member in a geographic area of Arizona remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?

PSC does not require the use of subcontractors. With the PSC work plan, service pickups will be scheduled on a regular basis with predefined intervals between service (e.g., weekly, monthly, quarterly, etc.). If service outside of the normal scheduled service is required, PSC will evaluate resource availability for the area and schedule service for the soonest available time. PSC will work with Mohave members to ensure schedules fully meet the needs from a regulatory, safety, and operational perspective. Pickup times "out of schedule" will range from a few hours to two weeks depending on the location, waste and timing of the requirement. For emergency situation, PSC will deploy an emergency response team to handle the situation as quickly as possible.

Describe your emergency tracking system and phone number.

PSC emergency response service can be initiated by Mohave 365 days per year, 24 hours per day, by calling the PSC Emergency Response (ER) Hotline, 1-877-577-2669. The hotline is staffed by 40-hour HAZWOPER-trained PSC employees who have the capabilities and expertise to dispatch crews for waste pick-ups or material delivery.



Provide your standard and emergency pick up time for members' disposal services after their initial request.

For regularly scheduled services, PSC will provide a response time of 1-2 weeks, depending on the site location. For unscheduled emergency requests, PSC will be in contact with Mohave within 1 hour to coordinate services. Exact time of service will vary based on location.

Provide copies your employees' certifications and recertification, and training (initial and ongoing).

PSC performs all waste management by using trained and dedicated technical staff. We use degreed, experienced field personnel to supervise and perform the service requirements of this contract. Ongoing training programs coupled with extensive hands-on field experience offer Mohave an unparalleled level of U.S. Department of Transportation (DOT)/Resource Conservation and Recovery Act (RCRA) expertise and in-field knowledge. The following table outlines the lab pack training PSC employees receive:

Training Description	RCRA	DOT	HAZWOPER
Lab Pack Level I - 40 Hour (Introductory)	✓	✓	✓
Lab Pack Level II - 24 Hour	✓	✓	
Lab Pack Level III - 16 Hour	✓	✓	
OSHA 40 Hour (HAZWOPER) - Refresher	✓	✓	✓
HAZWOPER - 8 Hour	✓	✓	✓
RCRA - 4 Hour	✓	✓	✓
Confined Space Training	✓	✓	✓
Hazardous Waste - 8-16 Hour	✓	✓	
HAZWOPER Training - 8 Hour	✓	✓	✓
DOT HM 119/121 Training	✓	✓	✓
Facility Waste Profiling - 4 Hour	✓	✓	
Manifest Preparation - 8 Hour	✓	✓	✓
Supervisor Training - 8-16 Hour	✓		



Our Training Schedule Matrix, detailed below, describes training at the time of pre-employment, employment start, first two to four weeks of employment, end of 90-day probation period, monthly, semi-annual, annual, and random or as needed. PSC uses on-site training with a staff fully qualified in the function of safety training. All PSC training programs comply with the federal and state training requirements for hazardous waste employees under 29CFR 1910.120, CCR Title 8, Section 5192 and DOT training requirements under CFR 49, HM181 and HM126. The following table outlines the overall training PSC employees receive.

Training Module	Level I	Level II
Health and Safety Introduction	✓	
Health and Safety Review		✓
Daily Expectations	✓	✓
On-Site Expectation	✓	✓
Customer Interactions	✓	✓
Regulatory Introduction (EPA/DOT)	✓	
Regulatory II (EPA/DOT)		✓
Regulatory Review (EPA/DOT)	✓	
Manifesting	✓	✓
Placarding	✓	✓
LDR	✓	✓
Lab Pack Introduction	✓	
General Lab Pack		✓
Introduction to Chemical Compatibility	✓	
High Hazards	✓	✓
Cylinder Awareness	✓	✓
Unknown Characterization	✓	✓
Periodic Table Review	✓	✓
Chemistry of Hazardous Waste	✓	✓
On-Site Supervision		✓
Proposal Interpretation		✓
Site Walk Analysis		✓
Waste Management Methods		✓
Universal Waste		✓
State Waste Codes		✓
Accident/Incident Management		✓
PCBs	✓	
Project Management		✓
Field Supervision		✓
Lab Pack Table Top I	✓	
Lab Pack Table Top II		✓



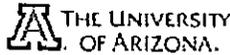
Training Module	Level I	Level II
Defect Experience (16 hours)		

Copies of training certificates for key personnel may be provided to Mohave upon award of the contract.



Qualifications and Experience

2a.6 Letters of Reference



Risk Management Services
Administrative Services
Business Affairs

1500 University Lane, Suite 100
PO Box 210025
Tucson, AZ 85721-0025
Tel: 520-621-1300
Fax: 520-621-3700
www.rms.arizona.edu

June 21, 2013

RE: PSC

PSC is the vendor for transportation and disposal of hazardous waste generated by the University of Arizona at its main campus location and off-campus locations in Tucson and Phoenix.

The university generates approximately 80 tons of chemical waste a year. Wastes include:

- Consolidated liquid waste (flammable halogenated/non-halogenated solvents, mixed acids, photo fixer and other liquids)
- Lab packs (RCRA and non-RCRA solids, liquids and gases in all hazard classes except Explosives and Radioactive)
- Bulk items in cubic yard boxes (lab debris, latex paint, etc.)

PSC has been able to find cost-effective disposal routes for all UA wastestreams. Disposal must meet the criteria required by UA. Waste must not be landfilled and total destruction.

The service has been excellent. PSC personnel are knowledgeable and, most important, accessible.

If you have specific questions feel free to contact me at 520-621-5851 or jchrist@email.arizona.edu.

Sincerely,

Jeff Christensen, CET, CHMM

Hazardous Waste Supervisor

Risk Management Services

University of Arizona

Approved for University: _____ Date: _____



TEXAS  STATE
UNIVERSITY
SAN MARCOS
The rising STAR of Texas

May 30, 2013

Ms. Melissa Kayda-Macha
Technical Sales Representative
PSC Industrial Outsourcing Group-Central Region
6212 Jumano Lane
Austin, Texas 78749

Dear Melissa,

via e-mail: Melissa.Kayda@pscnow.com

I am writing to let you know that we are very pleased with the service we receive for PSC for our hazardous and Class 1 waste management. We have used PSC since 2003 and we have benefited from consistent, good service. Specific areas of service that we appreciate are:

- Professional and hands on customer service;
- Efficient scheduling of quarterly pickups to meet our needs;
- Knowledgeable and conscientious crew that comes to preform our lab pack jobs and quarterly pickups;
- Quick return of original manifests and certificates of destruction;
- Efficient and professional Customer Service Representative who prepares waste profiles and preplans our manifests based on our waste inventories quarterly;
- Accurate invoicing based on manifests and contract unit cost;
- Technical information regarding waste handling and disposal on an as-needed basis;
- Annual help with our electronics recycling event that includes project management, advertising assistance, funding through sponsors and field assistance.

We look forward to continuing a good working relationship with PSC. Please contact me if you need additional information or have any questions. (512)245-3616

Sincerely,

Lisa Arceneaux, P.E.
Specialist-Hazardous Waste Management
Environmental Health, Safety and Risk Management

OFFICE OF ENVIRONMENTAL HEALTH, SAFETY & RISK MANAGEMENT
601 UNIVERSITY DRIVE | SAN MARCOS, TEXAS 78666-4615 | phone 512.245.3616 | fax 512.245.8277 | WWW.TXSTATE.EDU

Texas State University-San Marcos, founded in 1899, is a member of The Texas State University System.



Southwestern University

May 31, 2013

To whom it may concern:

Southwestern University is pleased to provide this letter of recommendation on behalf of PSC Environmental Services. Southwestern is a private four-year undergraduate college with a student population of 1400. We are located just outside of Austin, Texas. For over 12 years, PSC continues to provide a variety of environmental service including lab pack of our chemical waste, transportation, disposal and technical assistance. PSC provides these services with the same personal service and attention to detail that we value within our own organization.

As Director of Safety and Risk Management at the University, I have enjoyed working with PSC since 2001. The crew of Lab Pack Chemists and Technicians work safely and efficiently. We are pleased to have a consistent crew that is familiar with our campus and hazardous waste program. The PSC personnel are very knowledgeable and respond quickly to address our needs and provide technical assistance.

Likewise, I have enjoyed working with the local Account Manager- Melissa Kayda-Macha and her Customer Service Representative, Mary Monell. Both have been able to solve my issues and work with me on projects such as waste streams and waste minimization, when I have asked for guidance. They both have made the process of removing waste easier by providing all of the necessary paperwork including waste profiles and manifests.

If you have any questions about our program and our relationship with PSC, please do not hesitate to call me at (512) 863-1677.

Best Regards,

A handwritten signature in cursive script that reads "Michael DeLance".

Michael DeLance
Director of Safety & Risk Management
(512)863-1677

P.O. Box 770 • Georgetown, Texas 78627-0770
512.863.6511 • www.southwestern.edu



2a.7 History of the Company

PSC Environmental Services, LLC, services major industry leaders in education, healthcare, research, manufacturing, retail, and many more clients throughout North America. Its parent company, PSC, LLC, was incorporated in Delaware and has been in business since 1977.

PSC is one of a limited number of national, financially strong companies providing comprehensive waste management services. PSC's extensive resource base includes permitted hazardous waste treatment facilities, a significant transportation fleet, dedicated lab pack department, and an on-site services group experienced and prepared to provide reliable service to clients for any environmental service need.

PSC generated more than \$599 million in annual revenue in 2011. PSC has worked diligently over the past several years to improve all levels of our financial standing. The result is a strong balance sheet and positive cash flow that has positioned us for excellent growth and secure business practices.

PSC, LLC has the experience, financial strength, and geographic breadth to provide unparalleled service to the most advanced and demanding clients in the nation, regardless of size, location or industry. PSC, LLC offers services from two primary business divisions:

- **Environmental Services Division**— PSC executes waste management programs with work scopes including: transportation, treatment, storage, and disposal of hazardous and non-hazardous waste, lab packing, technical on-site services, and emergency spill response.
- **Industrial Cleaning Services Division**— PSC provides comprehensive industrial services including hydroblasting, vacuuming, site decommissioning and decontamination, chemical cleaning, process dewatering and routine maintenance.

PSC Environmental Services, LLC, offers a complete range of waste services including reuse, recycling, treatment and disposal of both hazardous and non-hazardous waste. Among the services are:

- Transportation and disposal
- Household hazardous waste
- Lab pack
- Universal waste
- E-waste
- On-site services
- Remediation
- Emergency response

PSC uses environmentally effective means to treat and properly dispose hazardous wastes, including:

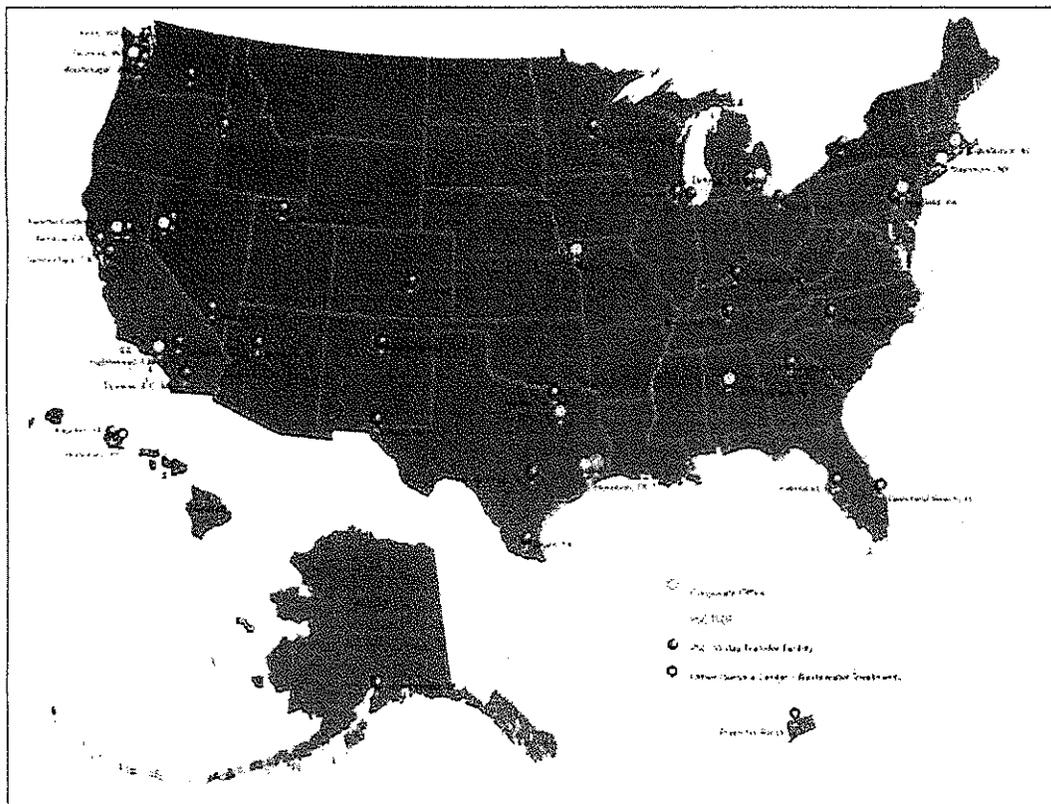
- Recycle/recovery
- Fuels blending
- Treatment
- Waste to energy
- Incineration
- Landfill

PSC's primary focus is on beneficial reuse and recycling, with a wide range of options designed to maximize value while protecting valuable resources. PSC works with each of its clients to provide the most effective solutions for their waste disposal requirements while remaining focused upon overall cost reduction.



PSC operates the largest and most comprehensive network of TSDFs supporting the critical operational logistics required to service a statewide contract. Our TSDFs are specifically designed to help clients reduce short- and long-term risk through the effective treatment, recycling, and minimization of waste. This allows PSC clients to use the most suitable treatment/disposal solution for each type of waste they generate. PSC's clients see as much as 50 percent of their total waste volume diverted from traditional means of disposal (incineration or landfill) to more economical and environmentally beneficial applications. PSC directly services the entire United States.

PSC's network consists of 13 TSDFs and 33 10-day transfer facilities across the United States is illustrated in the following graphic.

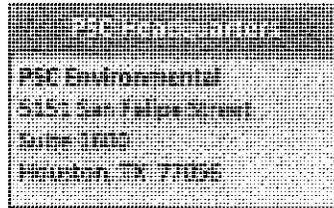




2a.8 Address & Key Contacts

PSC Headquarters

PSC headquarters is located at:



Rho-Chem, LLC will be the primary technical service office for all needs of this contract. This location serves as a 10-day transfer facility and office which supports and manages industrial waste generators, on-site lab packing and technical labor services as well as PSC's Household Hazardous Waste and Small Quantity Generator programs. This PSC location is designed to receive, consolidate and ship hazardous waste from the Intermountain Region to PSC-owned and operated TSDFs.

The facility provides transportation services for RCRA and non-RCRA waste streams from PSC generators. Rho-Chem responds to emergency spills, clean-up activities, and remediation services.

Company Name	Primary Contact
Rho-Chem, LLC	Tom Moore
5150 North Tom Murray Ave	General Manager
Glendale, AZ 85301	Phone: 602.252.1100
	Tom.Moore@pcc.com



Primary Contract Documents

4a. Primary Contract Documents

Provide Arizona Transaction Privilege (sales) Tax License Number: 20305971-H

Do you collect city, county and/or other local sales tax in Arizona? Yes No

If yes, please check one:

- Our combined state, city, county and/or other local sales tax rate is ___% (local rate).
- The sales tax rate varies by the location (i.e. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program *"which can be accomplished more efficiently and economically as a multi-district or multi-county operation."*

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to over 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes No

If no, what efficiencies and economies would members receive from a contract based on your proposal?

3. List applicable federal, state and/or local licenses held by your company.

Name of licensee	Classification	Number
Rho-Chem, LLC Glendale, AZ.	Transportation Services; 10-day Truck-to-Truck Transfer for Retail Services; LTL, Lab packing, Remediation, and Emergency Response; Hydroblasting; Air moving; Line cleaning, Power plant & Mine services.	EPA ID: AZR000508846
21st Century Environmental Management of Nevada, LLC Fernley, NV	RCRA Part B Facility; storage capacity of 182,303 gallons and 2,942 drums (liquid); 3,211	EPA ID: NVD 980 895 338



	cubic yards (solid); Inorganic waste treatment; Metal-bearing resource recovery; Battery recycling, Transportation services, Lab pack, Emergency Response; Photo waste recycling; Analytical services. 10-day Truck-to-Truck Transfer.	
Phillip Reclamation Services, Houston, LLC Houston, TX	RCRA Part B Facility, CERCLA approved; Storage capacity of 50,000 gallons and 1,100 drums; Wastewater Treatment; Fuel blending; Solidification; Stabilization; Lab Pack, Solvent recovery. Bulking for Incineration; Transportation permits in 40 states; solvent recovery; On-site laboratory for testing incoming wastes.	EPA ID: TXD 074 196 338
Rho-Chem, Inglewood CA Inglewood, CA	RCRA Part B Facility, Transportation services; storage capacity of 183,400 gallons and 1,080 drums; Fuel blending; Solvent recycling/distribution; Lab packing; Transportation & Disposal of Hazardous, Non-hazardous, and Universal wastes. Photographic silver recovery; Battery recycling; Fluorescent bulb recovery; Chlorinated solvent recovery.	EPA ID: CAD 008 364 432

4. Contact information for purchase orders:

Email Address PDuncanson-Grant@pscnow.com

Fax (713) 985-5364

Attention of Pam Duncanson-Grant _____



5. Sales support by region (If you have representatives other than the Arizona representative listed above.)

Name	Region served	Phone
Brian D'Souza	General Sales	775-229-9655
Shawn Ball	Sales Manager	323-776-6233
Cherri Taylor	HHW Sales	323-776-6233

6. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
Yes ___ No If Yes, what is the discount for 10 days? ___ 20 days? ___

7. What is your general website (Internet) address? pscnow.com _____

8. Contacts for Mohave:

Main Mohave representative contact: Brian D'Souza _____

(Shall be the main point of contact for members and be responsible for member information requests.)

Title Sales Representative _____ Email address brian.dsouza@pscnow.com

Phone number 775-229-9655 Fax _____

Contract Administrator contact: Shawn Ball _____

(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title Director of Regional Sales _____ Email address shawn.ball@pscnow.com

Phone number (O) 323-776-6233 (C) 714-907-7853 Fax _____



Accounting contact: Bernice Gil _____

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title Customer Service Representative _____ Email address bernice.gil@pscnow.com _____

Phone number 303-321-9040 _____ Fax 303-321-9065 _____

Open Order Report/Status Report contact: Bernice Gil _____

(Shall be the main point of contact regarding open orders.)

Title Customer Service Representative _____ Email address bernice.gil@pscnow.com _____

Phone number 303-321-9040 _____ Fax 303-321-9065 _____

Audit contact: Bernice Gil _____

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title Customer Service Representative _____ Email address bernice.gil@pscnow.com _____

Phone number 303-321-9040 _____ Fax 303-321-9065 _____

Reconciliation contact: Bernice Gil _____

(Shall be the main point of contact for the reconciliation report.)

Title Customer Service Representative _____ Email address bernice.gil@pscnow.com _____

Phone number 303-321-9040 _____ Fax 303-321-9065 _____

Escalation contact: Tobi Moore _____

(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. This contact shall be a different individual than those named for the contacts listed above.)

Title Facility Manager _____ Email address tobi.moore@pscnow.com _____

Phone number 303-321-9040 x201 _____ Fax 303-321-9065 _____



9. **Payment remittance address** 5151 San Felipe St. Suite 1600, Houston, TX 77056

Attn: Pam Duncanson-Grant _____

City Houston

State TX

ZIP 77056

Telephone (invoice questions) 713-625-7163

FAX 713-985-5364



Supplemental Agreements

4b. Supplemental End-User Agreements

Will members be required to sign any supplemental end-user agreements (sales, etc.)?

Yes No

PSC can provide supplemental agreements if needed, however our expectation is that our agreement with Mohave will cover any and all participating members.

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements **shall not** include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Note: See Best and Final Offer
For further details



Household Hazardous Materials

4c. Household Hazardous Materials and/or Incidental Hazardous Materials Collections
 PSC's history in managing HHW programs dates back to 1985, when it was owned by a predecessor entity. Since our original program designs, we have grown to be the premier HHW contractor in North America by developing a team of professionals with unmatched industry experience.

Our experience includes full management of HHW, conditionally exempt small quantity generator (CESQG) and agricultural pesticide management programs throughout the United States. These services are provided in close coordination with PSC's 13 permitted TSDFs and recycling facilities and 22 10-day truck-to-truck transfer facilities throughout North America.

Nationwide PSC has operated thousands of HHW drop-off events and our HHW business has more than 300 customers with approximate annual revenues in excess of \$29 million. Additionally, we provide service to 75 permanent (i.e., fixed) HHW collection facility operations.

PSC's HHW program capabilities include the following:

- Mobile collection events
- Permanent facility operations
- CESQG programs
- Door-to-door collections
- Sharps program
- Transportation
- Waste management
- Electronics collection and recycling
- Hotline and appointment system
- Program planning
- Community education/outreach
- Training

Additionally, PSC provides both RCRA- and CERCLA-regulated hazardous waste recycling, treatment, and disposal services for many large and small industrial generators throughout the United States. PSC has invested extensive capital resources into hazardous waste recycling, treatment, and reduction capabilities within our permitted facilities. The core of our business is in hazardous waste recycling and treatment, not disposal.

The following chart summarizes our HHW experience since 1985.

Time Period	# of Customer	Estimated Value
1985	1	Less than \$100,000
1985-1990	5	A few hundred thousand - -WA, OR, and CA
1991-1995	20	\$3 million
1996-2000	50	\$9 million
2001-2003	75	\$13 million
2004	95	\$17 million
2005	100	\$16 million
2006	135	\$19 million
2007	165	\$23 million



Year	Revenue	Operating Profit
2012	\$280	\$28 million
2011	\$260	\$27 million
2010	\$275	\$28 million
2009	\$260	\$29 million

PSC has the expertise and properly trained and qualified staff to manage hazardous materials to final disposal in accordance with all local, state, and federal regulations. PSC employees are trained per the requirements of OSHA 1910.120 (hazardous waste operations and emergency response). They also are trained in accordance of U.S. Department of Transportation (DOT) requirements for the preparation and transportation of hazardous materials, and in Environmental Protection Agency (EPA) Hazardous waste management requirements.

PSC has the experience and track record to manage large, multifaceted HHW programs generating more than a half-million pounds annually by employing a variety of collection methods. We also have experience and expertise to support multiple clients' load check, door-to-door, recycling events, and permanent collection facility operations. Additionally, we have experience and resources to support material exchange programs, CESQG collection, and multi-jurisdiction agreements that Mohave may wish to engage. Along with this experience, PSC offers an in-house transportation fleet consisting of a wide range of rolling stock to handle materials in roll-off, bulk, drum, or lab pack quantity.

We will support Mohave's efforts to divert waste to recycling and reuse by reviewing alternate local resources, take it back partnerships and product stewardship programs. Our network of TSDFs focuses on sustainable waste management emphasizing reuse, recycling, treatment, and risk reduction.

The growth of our HHW business comes in large part through our primary focus on customer service and program improvement by employing management, resources, and measurements matrix. Our nationwide network of knowledgeable customer service representatives, local transportation hubs, and TSDFs allow for an unmatched approach to services our customers' environmental service needs. For more than 24 years, PSC has delivered reliable, safe, and cost-effective waste management services to solid waste districts, school systems, municipalities, and businesses in Arizona and across the United States.



9/24/2014

Extension of Contract (Page 1 of 3)

Melinda Rath
PSC Environmental Services, LLC
5151 San Felipe St. Suite 1600
Houston, TX 77056

RE: Contract # 130-PSC-1107 Extension Agreement made by and between PSC Environmental Services, LLC and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 130-PSC-1107 for a period of one (1) year, beginning 11/7/2014. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, PSC Environmental Services, LLC agrees to provide products or prices as per 130-0906.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Melinda Rath Title U.S. VICE PRESIDENT OF REGIONAL SALES
Typed/Printed Name MELINDA RATH Date 9/25/14

Please check the information below.

POs Att: Order Desk
PSC Environmental Services, LLC
5151 San Felipe St. Suite 1600
Houston, TX 77056

Remit to: PSC Environmental Services, LLC
Accounts Receivable
P.O. box 3069
Houston, TX 77253-3069

Member Contact: Cherri Taylor
Contract Administrator: Melinda Rath
Phone Number: 818-201-8701
Fax Number: 713-985-5444

If both pages of this notice are not received at Mohave's Kingman office on or before 11/7/2014, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 130-PSC-1107 effective 11/7/2014, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 11/7/2015.
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.
- We will provide new price lists/catalog by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

PSC is a leading provider of integrated environmental services operating a network of facilities that spans the US, enabling clients to turn to a single-source for all their environmental needs. PSC provides waste management services, lab pack, transportation, household hazardous waste, E-waste, emergency response, pollution prevention and site remediation services.

Waste Management Services

With PSC-owned and operated TSDF's and transfer facilities, PSC has one of the largest solid and liquid waste treatment and recycling networks in the marketplace. PSC services include comprehensive waste treatment, stabilization, recycling, recovery, lab packing, and Total Waste Management programs.

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email nancy@mesc.org or phone 928-718-3228.



11/3/2015

Extension of Contract (Page 1 of 3)

Jack Ranney
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1600
Houston, TX 77056

RE: Contract # 130-PSC-1107 Extension Agreement made by and between Stericycle Environmental Solutions, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 130-PSC-1107 for a period of one (1) year, beginning 11/7/2015. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Stericycle Environmental Solutions, Inc. agrees to provide products or prices as per 130-0906.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Melinda Rath Title Vice President of Sales

Typed/Printed Name Melinda Rath Date November 4, 2015

Please check the information below.

POs Att: Order Desk
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1600
Houston, TX 77056

Remit to: Stericycle Environmental Solutions, Inc.
Accounts Receivable
27727 Network Place
Chicago, IL 60673-1277

Member Contact: Jack Ranney
Contract Administrator: Jack Ranney
Phone Number: 512-663-2090
Fax Number:

If both pages of this notice are not received at Mohave's Kingman office on or before 11/7/2015, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 130-PSC-1107 effective 11/7/2015, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

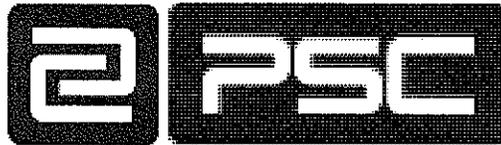
We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

- ___ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 11/07/2016.
- ___ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.
- ___ We will provide new price lists/catalog by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email nancy@mesc.org or phone <<csInfo::csphone>>.



Mohave Contract Transfer Request

To Mohave Educational Services Cooperative, Inc.:

RE: Contract #: 130-PSC-1107

Mohave solicitation #: RFP 130-0906

The undersigned hereby agrees to furnish material and services in compliance with all terms, conditions, specifications, amendments and pricing as per the contract listed above. Signature certifies understanding and compliance with all requirements of the contract.

Federal Employer Identification Number 26 - 2836612

New Company Name Stericycle Environmental Solutions, Inc.

Address 28161 North Keith Drive City Lake Forest State Illinois ZIP 60045

Authorized Signature Melinda Rath Title Vice President of Sales

Printed Name Melinda Rath Phone 503-855-3297

Toll Free Number _____ FAX _____

Acceptance of Contract Transfer - (Mohave Only)

Contract is hereby transferred:

As Contract Vendor, you are now bound to sell materials and/or services awarded in the original contract including all terms, conditions, specifications, amendments, prices etc.

Transferred this 4th day of November 2015.

Do not commence any billable work or provide any material or service under this contract unless and until Contract Vendor receives a purchase order from Member with Mohave's review noted.

Jane C. Dethlefs
Administrator
Mohave Educational Services Cooperative, Inc.

Rev. 12/11/13 MVD

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org

Affidavit Signature Page for Contract Transfer

New Company Name Stericycle Environmental Solutions, Inc.

Company Purchased PSC Environmental Services, LLC. Mohave Contract Number: _____

After contract is transferred, the new Contract Vendor will provide the equipment, commodities, and/or services to Members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, pricing and other documents of the contract listed above.

I, Melinda Rath the undersigned Vice President of Sales
(Signer's Name) (Office Held)
of the above named company being duly sworn and under oath, say and affirm this 28th day of October, 2015,
that I hold the aforementioned Office in the company listed above and I affirm the following:

AFFIDAVIT I

This is to certify that the new Contract Vendor or any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

I FURTHER DECLARE AND AFFIRM that neither I, nor to the best of my knowledge, information and belief, the above company, nor any officer, director, partner, member or associate of that company, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any political subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

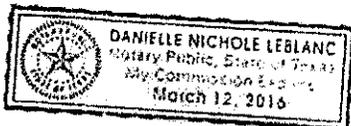
AFFIDAVIT III

This is to certify that the new Contract Vendor or a person on his behalf has examined and understands the terms, conditions, scope of work and specifications and other documents of the above numbered contract.

Melinda Rath
(Signature)

Subscribed and sworn to before me, a Notary Public of the State of Texas, County or
City of Houston, this year and date first above written.

Danielle LeBlanc
NOTARY PUBLIC





NOTIFICATION OF AWARD LETTER

November 4, 2013

Sent this day via email to: brian.dsouza@pscnow.com; shawn.ball@pscnow.com

Mindy Rath, Vice President of Sales
PSC Environmental Services, LLC
5151 San Felipe St. Suite 1600
Houston, TX 77056

Congratulations, PSC Environmental Services, LLC's response has been awarded a contract under RFP 130-0906. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to PSC Environmental Services, LLC's. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (www.mesc.org/about-us/board-of-trustees-2/faqs-vendors) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to nancy@mesc.org.

Your contract number is 130-PSC-1107 and will take effect on November 7, 2013.

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Nancy L. Colbaugh, CPPB
Contracts Specialist I

NOTES ON AWARD FOR: PSC Environmental Services, LLC

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products/services must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #130-PSC-1107.
- Send requests for pricing updates to Nancy Colbaugh - nancy@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is PSC Environmental Services, LLC.
 2. Mohave emails member order to PSC Environmental Services, LLC.
 3. PSC Environmental Services, LLC provides product/services.
 4. PSC Environmental Services, LLC invoices member.
 5. Member pays PSC Environmental Services, LLC.
 6. PSC Environmental Services, LLC sends Usage and Reconciliation Report to Mohave.
 7. PSC Environmental Services, LLC remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a reconciliation report detailing activity under the contract, and payment for Mohave administration fees. Your report is due on the 25th of each month. These reports will detail activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. **Mohave's Accounting Specialist will contact you to provide you with a sample report and will also assist you in understanding what is required when submitting your reconciliation report.**
- Items in the reconciliation report must include member names, PO numbers, invoiced amounts, administration fees, invoice numbers, and credit/return information for all invoices paid and credits issued in the prior month. **You may submit alternate reports (different format, different field names, etc. from what is contained in the sample reconciliation report provided by Mohave's Accounting Specialist), as long as the required information is provided.**
- If no invoices were paid under the contract in the previous month, you must send an email to adminreport@mesc.org advising of no sales to report for the month.
- Administration fee payments should be mailed to:
 - Mohave Educational Services
 - 625 E. Beale St.
 - Kingman, AZ 86401
- Your Procurement Specialist will be contacting you once orders have been processed under your contract. They will discuss the Open Order Report and Status Report requirements with you at that time.
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to November 7, 2013. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before November 7, 2013. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until November 7, 2013, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to November 7, 2013 **is a violation of the contract**. Please ensure that your staff is aware of the effective date [November 7, 2013, in order to avoid contract confusion.

Rev. 5/1/13 MWD

NOTES ON AWARD FOR: PSC Environmental Services, LLC

- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- A representative of Mohave will be contacting your firm to set up a time for training for new vendors. This training is called "Mohave 101" and takes approximately 90 minutes. This training can be provided in person, or teleconferenced. All staff that provides support for the Mohave contract should be included in this training.
- You will be provided access to pricing and contract documentation regarding your new contract through our website. In order to access that information, you will need to submit a user name and password that will be assigned to the contract. **Email this information to nancy@mesc.org no later than November 7, 2013.**
- We will feature marketing information about your contract in our newly re-designed product vendor finder on our website. That information should be kept to a 150-200 word description that best describes the benefits your company can provide to our members through your Mohave contract. This description should give a brief overview for members who may be accessing information about your contract. Mohave reserves the right to edit information for content or length.
- Provide an electronic copy of your company logo that we will include on our website, in our product vendor finder. Mohave will insert a clickable link from your logo that will take members directly to your contract information. Vector point files are highly recommended (.ai or .eps files). However, a large hi-resolution (150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will suffice. Please provide any necessary agreement that may apply for our use of your logo on our website. **Email this information to nancy@mesc.org no later than November 7, 2013.**
- **Please provide a current insurance certificate naming Mohave Educational Services Cooperative, Inc. as the certificate holder. Email this information to nancy@mesc.org no later than November 7, 2013.**

Offer and Acceptance Form

Place after Tab 1a

RFP ~~130-0702~~ 130-0906 Hazardous Materials Handling/Disposal Services and Related Supplies

NC
9/19/13

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and addenda. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 25-2836612

Company Name PSC Environmental Services, LLC

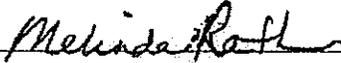
Address 5151 San Felipe St. Suite 1600 City Houston State TX Zip 77056

Telephone Number 800-726-1300 Fax 713-985-5444

Printed Name Mindy Rath Title Vice President of Sales

Primary Email Brian.Dsouza@pscnow.com Alternate email Shawn.Ball@pscnow.com

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature 

The offer and acceptance form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal Is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 130-PSC-1107

Awarded this 1st day of November 2013.

This contract shall be effective this 7th day of November 2013.


Julia Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.



10/3/2016

Extension of Contract (Page 1 of 3)

Melinda Rath
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1000
Houston, TX 77056

RE: Contract # 130-PSC-1107 Extension of contract Agreement made by, and between, Stericycle Environmental Solutions, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 130-PSC-1107 for a period of one (1) year, beginning 11/7/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Stericycle Environmental Solutions, Inc. agrees to provide products or prices as per 130-0906.

We desire to **extend** the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature Melinda Rath Title Vice President, Mfg. & Industrial Sales

Typed/Printed Name Melinda Rath Date October 4, 2016

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1000
Houston, TX 77056

Remit to: Stericycle Environmental Solutions, Inc.
Accounts Receivable
27727 Network Place
Chicago, IL 60673-1277

Member Contact: Jack Ranney
Contract Administrator: Melinda Rath
Phone Number: 512-663-2090
Fax Number:

If both pages of this notice are not received at Mohave's Kingman office on, or before, 11/7/2016, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 11/7/2013, email or fax a notice of your request to cancel the contract to contracts@mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 11/7/2013 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 11/07/2017.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We are requesting a price adjustment. A price list/catalog will be submitted by _____. (Insert Date)

We will provide new price list(s)/catalog(s) by November 7, 2016 and as needed. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

Stericycle is a leading provider of integrated environmental services operating a network of facilities that spans the US, enabling clients to turn to a single-source for all their environmental needs. Stericycle provides waste management services, lab pack, transportation, household hazardous waste, E-waste, emergency response, pollution prevention and site remediation services.

Waste Management Services

With Stericycle-owned and operated TSDFs and transfer facilities, Stericycle has one of the largest solid and liquid waste treatment and recycling networks in the marketplace. Stericycle services include comprehensive waste treatment, stabilization, recycling, recovery, lab packing, and Total Waste Management programs.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at nancy@mesc.org or phone 928-718-3228.



10/17/2017

Extension of Contra (Page 1 of 3)

Melinda Rath
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1000
Houston, TX 77056

RE: Contract # 130-PSC-1107 Extension of contract Agreement made by, and between, Stericycle Environmental Solutions, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 130-PSC-1107 for a period of one (1) year, beginning 11/7/2017. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Stericycle Environmental Solutions, Inc. agrees to provide products or prices as per 130-0906.

We desire to **extend** the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature Melinda Rath Title VP of Sales

Typed/Printed Name Melinda Rath Date October 27, 2017

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Stericycle Environmental Solutions, Inc.
5151 San Felipe St. Suite 1000
Houston, TX 77056

Remit to: Stericycle Environmental Solutions, Inc.
Accounts Receivable
27727 Network Place
Chicago, IL 60673-1277

Member Contact: Steven Peterson
Contract Administrator: Melinda Rath
Phone Number: 602-502-3718
Fax Number:

If both pages of this notice are not received at Mohave's Kingman office on, or before, 11/7/2017, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 11/7/2013, email or fax a notice of your request to cancel the contract to contracts@mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 11/7/2013 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

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- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at maria@mesc.org or phone 928-718-3237.



Mohave Contract
130-PSC-1107

Stericycle Environmental Solutions, Inc.
Via Email

May 16, 2017

Agreement To Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements, Mohave is amending its existing contracts. Please review, initial next to each requirement, sign the bottom of the amendment and return to Mohave no later than June 16, 2017.

The Terms and Conditions of your contract have been modified as follows:

A. Anti-Lobbying Certification: In accordance with the Federal Acquisition Regulation, 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

MR

Initial Agreement as the Authorized Representative of the Contract Vendor

- B. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:** Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

MR

Initial Agreement as the Authorized Representative of the Contract Vendor

Mohave Educational Services Cooperative, Inc.
625 E. Beale St. • Kingman • AZ • 86401 • 928-753-6945 • www.mesc.org



C. **Energy Policy and Conservation Act:** Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

MR **Initial Agreement as the Authorized Representative of the Contract Vendor**

D. **Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

MR **Initial Agreement as the Authorized Representative of the Contract Vendor**

E. **Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

MR **Initial Agreement as the Authorized Representative of the Contract Vendor**

F. **Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

MR **Initial Agreement as the Authorized Representative of the Contract Vendor**

Failure to sign and return EDGAR amendment by close of business on June 16, 2017 may result in your contract being placed on hold or canceled.

Amendment will take effect July 1, 2017.

Melinda Rath
Melinda Rath
Stericycle Environmental Solutions, Inc.

Dated June 12, 2017

Anita S. McInere
Dated May 16, 2017
Anita McInere, Executive Director
Mohave Educational Services Cooperative, Inc.



Mohave Contract
130-PSC-1107

Stericycle Environmental Solutions, Inc.
Via Email

September 28, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "*prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.*"

The Terms and Conditions of your contract have been modified as follows:

2 . CERTIFICATION

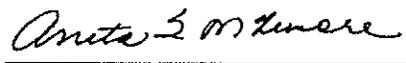
By signing the amendment below, offeror certifies the following:

- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.



Melinda Rath
Stericycle Environmental Solutions, Inc.

Dated 9/29/2016



Dated September 28, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
STERICYCLE ENVIRONMENTAL SOLUTIONS INC.

[STERICYCLE PROPOSAL]

See following pages.



Q-00013251

December 19, 2017

Raymond Rees
Facilities/Environmental Supervisor
Town of Fountain Hills, Arizona
16705 East Avenue
Fountain Hills, AZ 85268

RE: Proposal-Town of Fountain Hills, Arizona-2017
Quote #:Q-00013251 revised 12/19/2017

Dear Mr. Rees:

Stericycle Environmental Solutions is pleased to present this proposal to Town of Fountain Hills, Arizona. Stericycle Environmental Solutions has been providing the services specified in the Scope of Work (SOW) for over 30 years and has the resources necessary to provide the requested services in a safe, compliant, and efficient manner.

Based upon the information provided to Stericycle Environmental Solutions, the scope of work/pricing for the service(s) is offered below:

1. Onsite environmental services. Scenario 1

The pricing for the services is as follows:

Waste Category	Handling/ Packaging**	\$/CuYard Box	\$/55 gallon	\$/30 gallon	\$/15 gallon	\$/5 gallon	Other		Additional Comments
Aerosols	IN - loose pack	\$473.00	\$210.00					\$1,140.00	
Alkaline Batteries	RC - loose pack					\$35.00	81/Lb	\$70.00	\$35 minimum bulk
Antifreeze	Fuel Blend/Recycle		\$125.00						
Asbestos	LF - loose pack		\$90.00					\$0.00	double bagged and wetted
Corrosives (Acid/Bases)	Treat - loose pack		\$215.00	\$180.75				\$216.00	Inorganic Acids/ Bases
Corrosives	IN-labpack		\$170.00		\$116.00			\$101.03	Organic Acids/ Bases
Flammables	FB - loose pack	\$112.00	\$262.00					\$640.00	Adhesives, Caulks (not 4.1)
Flammables	FB - loose pack	\$440.00	\$270.00					\$4,050.00	Liquids, Solids
Flammables	FB - bulk		\$83.00						Less than 3" sludge
Flammables	FB - bulk		\$132.00					\$264.00	Greater than 50% sludge
Flammables	IN - Loose pack		\$505.00						Flammables for incineration
Fluorescent Bulbs	RC - loose pack							\$35.00	Minimum \$35/box
Fluorescent Bulbs (Compact)	RC - loose pack							\$35.00	Minimum \$35/box
Fluorescent Bulbs (Cushion)	RC - loose pack		\$260.25	\$140.75	\$133.25	\$82.50		\$02.50	Container prices are minimums
Latex Paint	FB - loose pack	\$460.00						\$2,445.00	
Latex Paint	RC-Bulk		\$140.00					\$1,960.00	
Lead Acid Batteries	RC - loose pack						\$120.00	\$21.00	Minimum \$10
Lithium Batteries	RC - loose pack						\$3,776.00	\$35.00	Minimum \$35
Mercury Debris	RC - lab pack					\$410.00			visible mercury
Ni-Cad Batteries	RC - loose pack					\$35.00	\$,710.00	\$35.00	Minimum \$35
Oil Base Paint	FB - loose pack	\$482.00	\$188.00					\$6,468.00	processable
Oil Base Paint, Solids	FB - loose pack	\$540.00	\$270.00					\$910.00	non-processable
Oil Filters	RC - loose pack		\$110.00	\$92.50		\$68.00		\$58.00	
Oil (motor)	RC - bulk		\$63.00				452.16 300g/1cub	\$53.00	0-25% sludge
Oxidizers	Treat/IN-loose pack		\$569.75		\$316.00	\$167.50		\$559.75	
Poison Liquids	IN - loose pack		\$270.00	\$202.50	\$102.00			\$2,700.00	Incl. Pesticides/Herbicides
Poison Solids	IN - loose pack	\$625.00	\$270.00					\$625.00	Incl. Pesticides/Herbicides
Propan cylinders	RC - loose pack						\$25.00	\$25.00	5 gallon thin wall cyls
Helium cylinders	RC - loose pack						\$142.00	\$142.00	5 gallon cylinders
Propane	RC - loose pack						\$25.00	\$75.00	5 gallon cylinders
Propane (small)	RC - loose pack						\$6.50	\$142.50	Camp Stove
Propane Extinguishers	RC - loose pack						\$15.00	\$225.00	
Reactive	IN - lab pack					\$197.00		\$548.00	
Organic Peroxides	IN - lab pack					\$95.00		\$95.00	
Lighters	IN - lab pack					\$137.00		\$137.00	
Electronics	RC - palletize						\$490.00	\$0.00	1,000 lb. minimum
Total Estimated Disposal							Total	\$2,211.00	

Mobilization: One-Day Collection Events (17 staff) \$5,985.00

Labor (per hour)

Chemists	\$55.00
Technicians	\$45.00
Project Manager	\$53.00
Health and Safety Officer	\$53.00
Labors	\$45.00
Site Security	\$25.00

# of Staff	Hours On-Site Labor	
3	7	\$1,650.00
13	7	\$5,925.00
2	7	\$1,100.00
0	0	\$0.00
0	0	\$0.00
0	0	\$0.00

Estimated On-Site Labor Cost	\$8,675.00
Estimated Supplies Cost	\$2,211.00
Equipment Rental: Forklift	\$100.00
Equipment Rental: Portable Toilets	\$100.00
Total Estimated Cost	\$11,186.00

This is a price estimate based on data provided by the customer. Final pricing is based on the actual specifications and quantity of the material collected and received at Stericycle's TSD facility or Stericycle approved facilities, and the final treatment code assigned for proper disposal. Pricing is also subject to changes in contract pricing with Mohave Educational Services.
 Additional participation and waste volumes can increase the overall cost of the collection event.

Note: Labor cost for this estimate assumes the Town of Fountain Hills will not provide staff or volunteer labor to assist with off-loading waste materials from participant vehicles.

The Town of Fountain Hills will provide staff to provide traffic control.

Assumptions and Conditions:

R



Q-00013251

A minimum charge of \$325.00 applies to all invoices .

- 1) This is a cost estimate based on past collection data provided by the customer. Final pricing is based on the actual specifications and quantity of the material collected and received at Stericycle's TSD facility or Stericycle approved facilities, and the final treatment code assigned for proper disposal.
- 2) Pricing is based on pricing contract with Mohave Educational Services Corporation (MESC), of which the Town of Fountain Hills is a member. Once accepted, prices remain in effect until customer is notified in writing 30 days in advance. All pricing associated with the MESC contract are attached as an addendum to this cost estimate.
- 3) The disposal pricing as listed above is an estimate based on the information provided and will be confirmed following receipt of completed waste profiles.
- 4) All invoices are subject to applicable Federal, State, and local taxes & fees, unless exempt. Sales tax exemption must be evidenced by a Certificate of Sales Tax Exemption.

Contact Information:

*Jack Ranney, HHW Account Manager, 512-663-2090, john.ranney@stericycle.com

*Javier Acosta, Operations Manager, 602-920-0253, javier.acosta@stericycle.com

This proposal is valid until 1/19/2018.

All of the employees at Stericycle Environmental Solutions appreciate the opportunity to provide this proposal and are looking forward to being of service to Town of Fountain Hills, Arizona. Please feel free to contact me at to discuss this proposal.

Regards,

John C. Ranney
Account Manager

Proposal and associated Scope of Work Acceptance:

Signature: _____

Date: _____

Printed: _____

Title: _____

Acceptance of this proposal (as indicated by a signature above) acknowledges that you, on behalf of the customer, have read the Assumptions and Conditions outlined herein.

Appendix:

Non-Specified Container Conversions¹	
Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275 gallon totes	5x
330/350 gallon totes	6x
550 gallon totes	10x

¹Conversion Notes

- These conversions will be apply to all disposal and transportation items unless provided in the above or an alternative quote
- Numbers are expressed as a factor of a 55 gallon drum (i.e., 55 gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum will be applied
- Some waste may have a different, typically lower, minimum which is reflected on Table 6

Ancillary Charges - All Regions			
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Description	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
24-48 Hour RUSH Profile Fee	ADMPIC48	Each	\$50
Delivery Fees			
Unscheduled or Late Delivery	ADMDLVY	Each	\$250
Scheduled Delivery Weekend/Afterhours	ADMDLAH	Each	\$500
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria:			



Q-00013251

(1.) Excel submitted inventories;	ADTECHRWW	Each	\$175
(2.) Maximum of 500 inventory items; (3.) <5% of Items with Trade Names"			

MOHAVE EDUCATIONAL SERVICES COOPERATIVE Pricing is on Page 6.

Item No.	Hazardous Material Handling/Disposal Services Hazardous Waste Removal Item Description: 49 CFR - Hazard Classifications and 40 CFR	Unit Cost	Unit of Measure
AF06	Aerosols (Paint, Solvents)	\$ 210.00	55 Gal Drum
AF06	Aerosols (Paint, Solvents)	\$ 573.00	CUYB
REC24	Alkaline Batteries	\$ 0.81	Per Pound**
REC24	ALKALINE BATTERIES (MINIMUM)	\$ 35.00	MN05
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated, BTU > 5000 (BULK OIL)	\$ 53.00	DM55
AF05	Alternate fuel, <3" sludge, <3% halogens, non-regulated, BTU > 5000(BULK OIL)	\$ 385.00	T275
REC08	Antifreeze	\$ 125.00	DM55
LF11	Asbestos (double bagged and wetted)	\$ 99.00	55 Gal Drum
REC09-1	Battery-Pack 3.5gal Pail	\$ 92.00	Each***
REC05-3	Circular, U-Shaped Fluorescent Lamps	\$ 1.31	Per Pound*
REC63	CARBON DIOXIDE	\$ 25.00	Each
INC14F/P	Environmentally Hazardous Substances (loosepack)	\$ 625.00	CUYB
INC25	Environmentally Hazardous Substances (loosepack)	\$ 625.00	CUYB
REC60	Fire Extinguishers	\$ 15.00	Each
AF01,AF02, AF04, INC09	Flammable Liquid, [BULKED] < 3' sludge, 3-4% Halogens, BTU>5000	\$ 83.00	55 Gal Drum
AF04	Flammable Liquid, >50' sludge, 3-4% Halogens, BTU>10000	\$ 132.00	55 Gal Drum
AF01	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF02	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF03	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF04	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF05	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF06	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF07	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF08	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF09	FLAMMABLE LIQUIDS <3' SLUDGE	\$ 124.50	MN85
AF06-1,AF09	Flammable Liquid & Solids (loosepack); Non-processable oil based paint	\$ 58.00	5 Gal Pail
REC38	FREON CYLINDERS	\$ 82.25	E
REC50	General Electronic Waste	\$ 0.46	Per Pound**
LF10	Hazardous Debris for Microencapsulation	\$ 195.00	55 Gal Drum
LF08	Hazardous Sludge/Soil/Debris	\$ 0.59	Per Pound*
REC62-L, REC62-LE, REC62-M, REC62-S	Helium Cylinders, medium (12" Diameter x 36" Length), for recycle	\$ 142.00	E
INC15-E1	Hydrogen Peroxide	\$ 137.00	5 Gal Pail
WAT16-B	Lab Pack Inorganic Base for Treatment (CORROSIVE BASE)	\$ 179.00	55 Gal Drum
WAT16-B	Lab Pack Inorganic Base for Treatment (CORROSIVE BASE)	\$ 116.00	15 Gal Drum
STAB06-E, INC14-E	LAB PACK OXIDIZERS (INORGANIC OXIDIZERS)	\$ 315.00	MN15
STAB06-E, INC14-E	Lab Pack Oxidizers	\$ 559.75	55 Gal Drum
INC15-D1	LAB PACK REACTIVES (FLAMMABLE SOLIDS) FUSEE	\$ 137.00	MN05
INC15-D2	LAB PACK REACTIVE Self-Heating Solids	\$ 137.00	MN05
INC14-I	LAB PACK REACTIVES (ISOCYANATES)	\$ 137.00	MN05
INC14D	Lab Pack: Flammables for incineration	\$ 595.00	55 Gal Drum
INC15-W	Lab Pack: Reactive for Incineration	\$ 137.00	5 Gal Pail
WAT16-B	LABPACK BASE (CORROSIVE BASE)	\$ 179.00	MN55
AF12	Latex Paint for Recycle	\$ 489.00	CUYB
REC49	Latex Paint for Recycle (bulk)	\$ 140.00	55 Gal Drum
REC05	Lead Acid Batteries (280 lb. minimum)	\$ 0.12	Per Pound**
INC09	Lean Waters	\$ 222.00	55 Gal Drum
REC05	Lite-Pack 4' Lamp Box	\$ 65.00	Each***
REC06	Lite-Pack 8' Lamp Box	\$ 77.00	Each***
REC06	Lite-Pack CFL Box	\$ 77.00	Each***
REC09	Lithium Batteries	\$ 3.77	Per Pound**
REC09	LITHIUM BATTERIES (MINIMUM)	\$ 35.00	MN05
AF06	Loosepack Flammable Paint	\$ 168.00	55 Gal Drum
AF06	Loosepack Flammable Paint	\$ 462.00	CUYB
REC04-H1	MERCURY (W/VISIBLE MERCURY)	\$ 410.00	MN05
REC04	Mercury Debris (no visible Hg)	\$ 195.00	55 Gal Drum
REC04-H1, REC14-L	Mercury Debris (w/visible Hg)	\$ 410.00	5 Gal Pail
REC04-H1	Mercury Metallic	\$ 275.00	5 Gal Pail
REC06, REC06-1, REC06-3, REC42	Mercury vapor/sodium bulbs or lamps; (Fluorescent BULBS)	\$ 35.00	BY
REC06, REC06-1, REC06-3, REC42	Mercury vapor/sodium bulbs or lamps; (Fluorescent BULBS)	\$ 1.31	P
STAB02	Metals based Waste for Stabilization	\$ 153.00	55 Gal Drum
REC11	Ni-Cad Batteries	\$ 0.71	Per Pound**
REC11	NI-CAD BATTERIES (MINIMUM)	\$ 35.00	MN05
LF08	Non Hazardous Liquids for Solidification	\$ 111.00	55 Gal Drum
REC62-L, REC62-LE, REC62-M, REC62-S	Non-Flammable Compressed Gas Cylinders (small)	\$ 71.00	Each
LF07	Non-Hazardous Solids for Landfill	\$ 121.00	55 Gal Drum

LF07	Non-Hazardous Solids for Landfill	\$ 420.00	CUYB
LF06	Non-PCB Ballasts for Landfill	\$ 229.00	55 Gal Drum
REC45	Non-PCB Ballasts for Reclaim	\$ 313.00	55 Gal Drum
REC45	NON-PCB BALLASTS FOR RECLAIM	\$ 31.30	MN05
REC10	Oil Filters	\$ 110.00	55 Gal Drum
REC10	Oil Filters		
REC07	Oil for Recycling	\$ 53.00	55 Gal Drum
REC07	Oil for Recycling (0-25% sludge)	\$ 452.18	300 Gal Tote
REC07	Oil for Recycling (0-25% sludge)	\$ 58.50	275 Gal Tote
REC07	Oil for Recycling (25-50% sludge)	\$ 514.36	300 Gal Tote
INC15-E2	Organic Peroxides (ORGANIC OXIDIZERS)	\$ 95.00	5 Gal Pail
INC15-E2	ORGANIC OXIDIZERS (VOLUME)		
INC16	PCB Ballasts or Capacitors for Incineration	\$ 1.61	Per Pound*
PCB01	PCB Ballasts or Capacitors for Landfill	\$ 252.00	55 Gal Drum
INC14-P; INC08	POISON LIQUIDS	\$ 270.00	MN55
INC14-P; INC08	POISON LIQUIDS	\$ 162.00	MN15
INC14-P; INC08	POISON LIQUIDS	\$ 162.00	MN20
INC14-P; INC08	POISON LIQUIDS	\$ 202.50	MN30
INC14-P; INC08	POISON LIQUIDS (LOOSEPACK)	\$ 270.00	MN55
INC25	Poison Liquids/Solids (loosepack)	\$ 625.00	CUYB
INC25	Poison Liquids/Solids (loosepack)	\$ 270.00	55 Gal Drum
INC25	POISON SOLIDS (LOOSEPACK)	\$ 270.00	MN55
INC25	POISON SOLIDS (LOOSEPACK)	\$ 625.00	MNBX
REC61-1, REC61	Propane Cylinders (5 gal)	\$ 25.00	Each***
REC61-1, REC61	Propane Cylinders (coleman stove)	\$ 9.50	Each***
REC61, REC61-1	PROPANES (5 GAL.)	\$ 25.00	E
REC61-1	PROPANES (COLEMAN STOVE)	\$ 9.50	E
INC15-W	REACTIVES (WATER REACTIVE)	\$ 137.00	MN05
REC06, REC06-1, REC06-2, REC42	STRAIGHT FLUORESCENT BULBS	\$ 20.00	E
ack.	STRAIGHT FLUORESCENT BULBS (LOOSEPACK)		
STAB06-6	Treatable oxidizer, Labpack (Liquids)	\$ 157.50	DM05
STAB06-6	Treatable oxidizer Labpack (ORGANIC CHLORINE/EP/SOLIDS)		
STAB06-6	Treatable oxidizer Labpack (ORGANIC/FLUORIDE/SOLIDS)		
STAB06-6	SOLID HYPOCHLORITES	\$ 157.50	DM05
STAB06-6	LIQUID HYPOCHLORITES/ BLEACH	\$ 157.50	DM05
STAB01	Non-Hazardous Liquids For Stabilization	\$ 56.00	DM05

Mobilization Fixed Fee*

Estimated Participation	# of Staff	Cost
< 100	Up to 6 staff	\$2,850.00
> 100	Each add'l staff	\$285.00/per person

Type of Labor Rate	Normal Hours	Overtime Hours
Equipment Operator	\$53.00/hour	\$79.00/hour
Field Technician	\$45.00/hour	\$65.00/hour
Hazmat Technician	\$45.00/hour	\$65.00/hour
Lab Pack Chemist	\$55.00/hour	\$75.00/hour
Project Manager	\$53.00/hour	\$79.00/hour
Project Supervisor	\$53.00/hour	\$79.00/hour

EXHIBIT 2
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
STERICYCLE ENVIRONMENTAL SOLUTIONS INC

[CHANGE ORDERS]

(To be affixed to Agreement when and if agreed upon)