

**CITY CLERK
ORIGINAL
LINKING AGREEMENT**

**C-10827
05/03/2016**

**BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAFETY KLEEN SYSTEMS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ³ day of ^{May}, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Safety Kleen Systems, Inc., a Wisconsin corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 10, 2015, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Used Automotive Fluid Collection and Disposal Services Contract, Contract No. ADSPO16-117816 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 10, 2015, until the date the contract expires on December 9, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 9, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until December 9, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 9, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

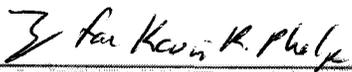
Safety Kleen Systems, Inc.
c/o Kyle Sewell
6625 W. Frye Road
Chandler, AZ 85226

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

"City"

City of Glendale, an Arizona
municipal corporation

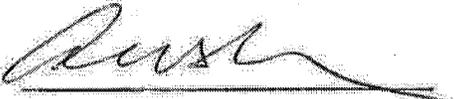
By:


Kevin R. Phelps
City Manager

"Contractor"

Safety Kleen Systems, Inc.,
a Wisconsin corporation

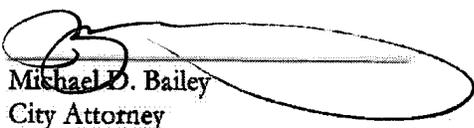
By:


Name: Andrew Welch
Title: Branch General Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAFETY KLEEN SYSTEMS, INC.**

**EXHIBIT A
USED AUTOMOTIVE FLUID COLLECTION AND DISPOSAL SERVICES CONTRACT**



Master Blanket Purchase Order ADSP016-117816

Header Information

Purchase Order Number:	ADSP016-117816	Release Number:	0	Short Description:	Used Automotive Fluid Collection and Disposal, Statewide
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2016	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	12/10/2015 12:25:55 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Print Dest Detail:	If Different	Pcard Enabled:	Yes
Catalog ID:		Release Type:	Direct Release	Tax Rate:	
Contact Instructions:	Lori.Noyes@azdoa.gov or (602) 542-7144	Actual Cost:			\$0.00

Master Blanket/Contract End Date (Maximum): 12/09/2020 03:00:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type: None

Agency Attachments: PO Terms & Conditions ProcureAZ Solicitation Files~3.zip ADSP016-117816 Contract with Attachments~1.pdf Current Safety Kleen Pricing Safety Kleen Current Certificate of Insurance Current Safety Kleen Pricing

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000003223 - SAFETY KLEEN SYSTEMS INC
 Sherry Loftin
 6625 West frye Road
 Chandler, AZ 85226
 US
 Email: sherry.loftin@safety-kleen.com

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: FOB - PPD, Delivered Inside
Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to sherry.loftin@safety-kleen.com at 12/15/2015 10:48:32 AM	
Change Order 2	Emailed to sherry.loftin@safety-kleen.com at 12/16/2015 10:10:47 AM	
Purchase Order	Emailed to sherry.loftin@safety-kleen.com at 12/11/2015 10:12:46 AM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000003223	PZ000003223	SAFETY KLEEN SYSTEMS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 12/10/2015 **Master Blanket/Contract End Date:** 12/09/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$6,446.54	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: Please refer to Contract Document for Pricing Schedule. Pricing should be agreed upon prior to services being rendered. Please note there is a \$500 minimum stop fee charge for the pick up of sump materials. 3PS - Sent

NIGP Code: 928-56
 Oil Collection Services, Waste

Bid # / Bid Item #: ADSP016-00005794 / 1 Quote # / Quote Item #: 000036041 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:



Request for Proposal

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005794
Description: Used Automotive Fluid Collection and Disposal Services

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Douglas A. Ducey
Governor



Craig C. Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: Andrew.welch@safety-kleen.com

December 10, 2015

Andrew Welch, Branch General Manager
Safety-Kleen Systems, Inc.
2600 N Central Expressway
Richardson, TX 75080

Re: Award of RFP Solicitation No. ADSP016-00005794, Used Automotive Fluid Collection and Disposal Services - Statewide

Dear Andrew Welch:

Thank you for submitting a response to Request for Proposal Solicitation No. ADSP016-00005794 for Used Automotive Fluid Collection and Disposal Services - Statewide. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 12/10/2015 and terminate on 12/09/2016.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance to me no later than **12/18/2015**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in cursive script that reads "L. Noyes".

Lori Noyes
Senior Procurement Specialist

cc: Procurement File



Offer and Acceptance

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP016-00005784
Description: Used Automotive Fluid Collection and Disposal Services

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Safety-Kleen Systems, Inc.
Company Name

2600 N. Central Expressway
Address

Richardson TX 75080
City State Zip

andrew.welch@safety-keen.com
Contact Email Address

Andrew Welch
Signature of Person Authorized to Sign Offer

Andrew Welch
Printed Name

Branch General Manager
Title

Phone: 480-940-7202

Fax: 480-940-7376

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The 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. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ x IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP016-117816

The effective date of the Contract shall be: 12-10-2015

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 10th day of December 2015

R. Hayes
Procurement Officer



Special Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-000057945794

Description: Used Automotive Fluid Collection and Disposal Services

1. CONTRACT

- 1.1. **Contract.** The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's response. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
 - 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
 - 1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
 - 1.1.2.1 Changes to the primary contact shall be made in writing to the contract assigned Procurement Officer within thirty (30) days of change.
- 1.2. **Contract Term.** The contract term shall be for one (1) year unless canceled, terminated or extended as otherwise provided herein.
- 1.3. **Contract Extension.** The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.
- 1.4. **Contract Type.** The contract shall be on an as needed basis, based off of an established price schedule.
- 1.5. **Contract Changes.** The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. Changes in the contract and shall be accomplished by a contract amendment change order.
- 1.6. **Eligible Agencies (Statewide).** This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by A.R.S. § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

It is the responsibility of the Contractor to verify if an entity is considered an Eligible Agency prior to providing services utilizing an awarded contract. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.
- 1.7. **Estimated Quantities.** The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed. An estimated spend amount can be found in Exhibit B.
- 1.8. **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.
- 1.9. **Appropriation of Funds.** Every payment obligation of the Eligible Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to an Eligible Agency or the State of Arizona in the event this provision is exercised, and neither the Eligible Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



Special Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP016-000057945794

Description: Used Automotive Fluid Collection and Disposal Services

2. ADMINISTRATIVE FEE / USAGE

Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. An example can be found in Exhibit B. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer.

2.1. A Quarterly Usage Report shall be submitted at the completion of each quarter during the term of the contract. If there were no contract sales receipts during a quarter a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Upon review, report submissions that do not contain all the required information or have entries that are listed incorrectly will be returned to the contractor for correction. For more information on the submission of Quarterly Usage Reports and their content please go to the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. An example can be found in Exhibit B.

2.2. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.

2.2.1 Note that the Arizona State University, University of Arizona and Northern Arizona University may utilize an awarded contract without the Contractor assessing an administrative fee. The Contractor shall list the universities usage on all quarterly reports under State Agency Customers.

2.2.2 The administrative fee shall not be applied to the purchase of fuel, new vehicles, cab and/or chassis.

2.3. The administrative fee shall be calculated as one percent (1.0%) of quarterly sales receipts from the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers

2.4. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.

2.5. The Administrative Fee shall be a part of the unit prices associated with this contract and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts maintain one set of pricing for all customers and shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

2.6. Quarterly Usage Reports and the applicable Administrative Fee shall be submitted to the Arizona Department of Administration, State Procurement Office within 30 days following the end of the quarter. Quarterly Usage Report and Administrative Fee submission schedule is as follows:

July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31

2.7. Usage Reports and any questions are to be submitted by email to the State's designated usage report email address: usage@azdoa.gov

2.8. Administrative Fees shall be submitted to the following address:
Department of Administration - Controller's Office
Attn: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

2.9. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

2.10. Annual Itemized Spend Report. The Contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a



Special Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-000057945794

Description: Used Automotive Fluid Collection and Disposal Services

minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

2.11. Additional Reports. The Contractor shall furnish additional reports relating to contract usage as requested.

3. BILL OF LADING

The Contractor shall provide the eligible using agency with all associated paperwork before removal of product from the agency's site, including a bill of lading for each specified lot. Each bill of lading shall contain, at a minimum, the material type, quantity, lot number and tracking and identification numbers (such as the Environmental Protection Agency's 12 digit I.D. number, if different from lot number).

4. CONTRABAND

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

4.1. DEFINITION – A.R.S. § 13-2501.

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

4.2. PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

4.2.1 A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any person confined in a correctional facility; or
- By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

4.2.2 Promoting prison contraband is a Class 5 felony.

5. INVOICE - BILLING

All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the bill to address and shall contain, at a minimum, the following information:

- Both the contract number and contract release/purchase order number
- Name and address of the Contractor
- The Contractor's remittance address
- Contractor's representative to contact concerning billing questions
- Contractual payment terms
- Applicable taxes

6. ORDERING

6.1. Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the Contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The Contractor may use application type forms but shall only be used to set up accounts.

6.2. Procurement card ordering capability (P-Card): The State and eligible agencies may determine to use a procurement card / credit card, to place and make payment for orders under this Contract. Contractors shall indicate their capability to allow such payments on Attachment I.

6.3. Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such



Special Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
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Solicitation No.: ADSPO16-000057945794

Description: Used Automotive Fluid Collection and Disposal Services

action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

- 6.4. Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.
- 6.5. Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.
- 6.6. Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.
- 6.7. Return Policy. In the event ordered and delivered items are returned to the supplier due solely to a management decision by the Eligible Agency and not due to any fault or error by the supplier, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the supplier shall be paid by the ordering agency. Items returned under this provision must be shipped back to the supplier by the ordering agency not later than 30 calendar days after initial receipt of the items from the supplier and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment. The Supplier shall not be entitled to a restocking fee.

7. PANDEMIC CONTRACTUAL PERFORMANCE

- 7.1. The Contractor shall have a plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;
 - Alternative methods to ensure there are products in the supply chain; and
 - An up to date list of company contacts and organizational chart.
- 7.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms;
 - The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
 - Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 7.3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within 72 hours of the request.

8. PICKUP SCHEDULES

- 8.1. Pickup may be made on a will call basis or on a routine schedule.
 - 8.1.1 Any additional costs associated to non-routine services shall be indicated on Attachment IV
- 8.2. All non-routine, services shall be made within three (3) working days of receipt of notification.
 - 8.2.1 Any additional costs associated to non-routine services shall be indicated on Attachment IV
- 8.3. Routine schedules shall be those that are mutually agreed upon by the Contractor and Eligible Agency. Once established, schedules shall appear on the Eligible Agency's contract release order/purchase order.
- 8.4. Pick-up Time. Delivery/pick-up shall occur Monday through Friday, except State Service holidays, between the hours of 8:00am and 3:00pm local time, unless otherwise specified by the Eligible Agency.



Special Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-000057945794

Description: Used Automotive Fluid Collection and Disposal Services

- 8.5. Pick-up Locations. To provide adequate coverage for various Eligible Agencies, the State of Arizona reserves the right to add and/or delete locations, whichever is deemed most advantageous to the State. Additions or deletions of locations shall be constituted via a formal contract amendment issued by the responsible Procurement Officer.

9. PRICING

- 9.1. Item Pricing. All item prices shall be a firm fixed price.

9.1.1 Contractor shall provide pricing per county as listed in Attachment I and IV.

9.1.2 Contractor may provide services for; one county, multiple counties or all counties listed in Exhibit A.

- 9.2. Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Specifications and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Specifications or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

- 9.3. Price Adjustment. All pricing shall be held firm for the first year of the contract. The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. Documentation submitted as part of the request may include but is not limited to:

- A formal announcement from the manufacturer that the cost of the contract product has been increased.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost increase.

- 9.4. Price Reductions. Price reductions may be submitted to the State for consideration at any time during the contract period. The Contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following:

- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

10. PRODUCTS

- 10.1. Product/Service Removal. The Contractor shall not cancel or remove products/services without prior approval of the State. The Contractor shall provide an equal or acceptable replacement approved by State if available.

- 10.2. New Products/Services. The State, at its sole discretion, reserves the right to include additional products or services that are within the Specifications and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the Contractor shall make available all price list updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

10.2.1 Documentation that provides clear evidence that the new products are those that are within the scope of awarded contract. NO products outside the scope of the original award shall be allowed.

10.2.2 That State's prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percent %) from list price as existing products.



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11. PROTECTION OF FACILITIES AND GROUNDS

- 11.1. The Contractor shall provide the services contained herein in such a manner that does not result in damage to the Eligible Agency facilities, grounds, landscaping, utilities or structures. In the event that damage does occur during the performance of this contract, the Contractor shall repair or replace the damage at no cost to the Eligible Agency as specified.
- 11.2. In the case the Contractor fails or refuses to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment supplied by the Contractor for use by an eligible agency shall remain the property of the Contractor.
- 11.3. The State shall be under no obligation to the Contractor in regards to any restoration or rehabilitation of the Contractor's premise or property during the contract term or after the final contract expiration date.

12. QUOTES

- 12.1. Contractors shall include the following, at a minimum, when submitting a quote to an Eligible Agency:
 - 12.1.1 Contract Number
 - 12.1.2 Contract Price
 - 12.1.3 Date of Quote Expiration
 - 12.1.4 Date service will be provided

13. SUBCONTRACTS

- 13.1. Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The Contractor shall submit a formal written request on company letterhead and including an Attachment D, Proposed Subcontractors, or a document containing the information requested in Attachment II.
- 13.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

14. RISK AND LIABILITY

14.1. Indemnification:

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

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

14.2. Insurance Requirements:

- 14.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage



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to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

14.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

14.3. **Minimum Scope and Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

14.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

14.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

14.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

14.3.4 Pollution Legal Liability

- Per Occurrence \$1,000,000
- General Aggregate \$2,000,000

- a. Coverage must be specific to the operations as described in the Scope of Services in this Contract.
- b. Must include coverage for pollution losses arising out of completed operations.
- c. Pollution coverage must apply to all locations utilized for the acceptance, storage, or disposal of any hazardous materials.
- d. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.
- e. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- f. The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
- g. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- h. For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, atmosphere, or any watercourse or body of water which results in cleanup costs, bodily injury or property damage.
- i. The policy shall include coverage for environmental damage including physical damage to soil, surface water, ground water, plant, or animal life, caused by pollution conditions and giving rise to cleanup costs.
- j. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- k. The policy shall include coverage for asbestos and lead, mold, with no exclusions.
- l. The policy shall include Non-Owned Disposal Site coverage.
- m. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- n. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.

14.4. Additional Insurance Requirements

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

- 14.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).



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

14.5. **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

14.6. **Acceptability of Insurers**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

14.7. **Verification of Coverage**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

14.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

14.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

14.8. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

14.9. **Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

14.10. **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract



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shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity



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not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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 contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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.

4. Costs and Payments

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract; or
- 4.5.3 Cancel the contract and re-solicit the requirements.



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5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; 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.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or



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- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8. State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State 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 this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand.



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The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



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1. Pre-Offer Conference

- 1.1. A Pre-Offer Conference will be held on the date and time specified on ProcureAZ at the State Procurement Office. More information may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 1.2. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Inquires may be submitted in writing in the Question and Answer (Q & A) section of the solicitation in ProcureAZ.
- 1.3. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. Submission of Inquiries

- 2.1. Supplemental to Uniform Instructions paragraph 2.3, all questions related to this Request for Proposal shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the Proposal opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements.

3. Submission of Offer

- 3.1. Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk (procure@azdoa.gov or 602-542-7600).
- 3.2. **Required Documents.** Offer shall include the following documents completed in the format provided and according to any instructions contained within the form or this solicitation. Offerors shall download all documents, complete and save to their computer, upload completed documents as part of their submitted offer in ProcureAZ. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.
 - 3.2.1. Signed Offer and Acceptance Form
 - 3.2.2. Completed Attachment I – Supplemental Information
 - 3.2.3. Completed Attachment II – Proposed Subcontractors
 - 3.2.4. Completed Attachment III – References
 - 3.2.5. Completed Attachment IV – Pricing Schedule
 - 3.2.5.1 Additional explanation of pricing or alternative pricing may be submitted on a separate document if needed and upload as an attachment with offer.
 - 3.2.6. Completed Attachment V – Solicitation Exceptions taken (if applicable)

4. Contractor Status

- 4.1. Offerors should declare their status as one or more of the following along with providing all applicable United States Environmental Protection Agency, State, Local identification numbers. This is to be done by completing the appropriate areas of the Attachment I section of entitled Contractor Status.
 - 4.1.1. Transporter: A company that picks up used oil from all sources and delivers them to re-refiners, processors, or burners.
 - 4.1.2. Re-refiner/Processor: A company that blends or removes impurities from used oil so that it can be burned for energy recovery or reused.
 - 4.1.3. Burner: A company that burns used oil for energy recovery in boilers, industrial furnaces, or in hazardous waste incinerators.



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4.1.4. A company that recycles spent antifreeze.

4.2. The State reserves the right, at its sole option to verify declarations through independent means or request additional information from the offeror(s). Request for additional information may include, but may not be limited to:

4.2.1. Submission of all applicable documents verifying identification numbers, licenses, etc.

4.2.2. Offerors shall have 5 days, from the date of notice, to respond to the States request.

4.3. Failure to compete and submit solicitation questionnaire section entitled offeror status or failure to provide the State with an adequate response to a request for additional information within the stated timeframe may result in the proposal being deemed non-responsive. Additionally, any information found to be false shall result in the immediate rejection of the proposal.

5. Solicitation Exceptions

5.1. Offerors are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the offer for not responding to the requirements of the RFP.

5.2. Any and all Exceptions must be explicitly, fully and separately stated in the offer by completing Attachment Vi – Solicitation Exceptions, setting forth at a minimum the specific reasons for each exception so that it can be fully considered and, if appropriate, evaluated by The State. All exceptions shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Offeror receiving a less favorable evaluation than without the exception.

5.3. Attachment VI – Solicitation Exceptions shall be uploaded within ProcureAZ with all other responding Attachments.

6. Submission of Pricing

6.1. Offer shall submit pricing according to paragraphs below and any instructions contained in the attached price sheet. Failure to submit pricing according to these instructions may negatively affect the scoring of your proposal and may be grounds for determining the proposal as not susceptible for award.

6.1.1. ProcureAZ Line Items. Offerors shall enter \$1.00 in the Unit Cost field to indicate their intent to submit pricing as stated in the Specifications.

6.1.2. Attachment IV – Price Schedule. Offerors shall submit pricing for all listed line items within a specified county within Attachment IV. Prices shall be all inclusive. Offerors may provide pricing for different counties as indicated in Attachment IV.

- Offerors may provide additional information to pricing indicated on Attachment IV if needed on a separate document and this should be uploaded as an attachment with the submitted offer.

6.1.3. Alternative / Optional Pricing. The Offeror may give alternative and/or optional pricing structures to reflect current industry standards for contract services and this should be uploaded as an attachment with the submitted offer.

7. Evaluation

7.1. In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

7.1.1. Capacity of Offeror

7.1.2. Conformance to Scope of Work

7.1.3. Cost

7.1.4. Conformance to Terms, Conditions and Instructions

7.2. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby offers are evaluated to determine which offers are within a competitive range. Discussions and negotiations may then be carried out with Offeror's within the competitive range, after which BAFOs may be requested.

7.3. The State may select an offer for award without any discussions or negotiations or request for any BAFOs. Subject to the State's right to reject any or all Proposals, the Offeror whose offer is found to be most advantageous to the State will be selected.



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8. Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct negotiations with those Offeror's who submit proposals determined by the State to be reasonably susceptible of being selected for award.

9. Best and Final Offers

If discussions are conducted, the State shall issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of BAFO's. BAFO's shall be requested only once; unless the State makes a determination that it is advantageous to conduct further discussions.

10. Award

10.1. In accordance with the Arizona Procurement Code 41-2533, competitive sealed bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the solicitation.

10.2. Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

10.3. Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

10.4. **Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire life of an awarded Contract a certificate of insurance with the above coverage and having the State of Arizona identified as an additional insured. The coverage is to be maintained in full effect during the term of any Contract resulting from this RFP.**



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1. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- 1.1 "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 "*Best and Final Offer*" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.
- 1.3 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4 "*Contract Amendment*" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.5 "*Contractor*" means any person who has a Contract with a state governmental unit.
- 1.6 "*Day*" means calendar days unless otherwise specified.
- 1.7 "*eProcurement (Electronic Procurement)*" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- 1.8 "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9 "*Offer*" means a response to a solicitation.
- 1.10 "*Offeror*" means a person who responds to a Solicitation.
- 1.11 "*Person*" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.12 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.13 "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.14 "*Solicitation Amendment*" means a change to the Solicitation issued by the Procurement Officer.
- 1.15 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.16 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3 Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.



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- 2.4 **Timeliness.** Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 **No Right to Rely on Verbal or Electronic Mail Responses.** An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8 **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1 **Electronic Documents.** The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2 **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.
- 3.3 **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.3.1 **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.3.2 **Request for Proposals.** All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4 **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5 **Cost of Offer Preparation.** The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6 **Federal Excise Tax.** The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.7 **Provision of Tax Identification Numbers.** Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
 - 3.7.1 **Employee Identification.** Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this



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Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

- 3.8 **Identification of Taxes in Offer.** The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.9 **Disclosure.** If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.10 **Delivery.** Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.11 **Federal Immigration and Nationality Act.** By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 3.12 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph 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. Offerors shall declare all anticipated offshore services in the Offer.
- 4. Submission of Offer**
- 4.1 **Offer Submission, Due Date and Time.** Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2 **Offer and Acceptance.** Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 **Solicitation Amendments.** A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4 **Offer Amendment or Withdrawal.** An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5 **Confidential Information.** If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for



Uniform Instructions to Offerors

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP016-00005794

Description: Used Automotive Fluid Collection and Disposal Services

confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

- 4.6 **Public Record.** All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1 **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 **Taxes.** If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4 **Late Offers.** An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 **Disqualifications.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6 **Offer Acceptance Period.** An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
- 5.7.2 Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

- 6.1 **Number of Types of Awards.** The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2 **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 **Effective Date.** The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.



Uniform Instructions to Offerors

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
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Solicitation No.: ADSP016-00005794

Description: Used Automotive Fluid Collection and Disposal Services

7. Protests

7.1 A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

7.1.1 The name, address, email address and telephone number of the interested party;

7.1.2 The signature of the interested party or its representative;

7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.1.5 The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Attachment I

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005794
Description: Used Automotive Fluid Collection and Disposal Services

Please respond to the following items according to any instructions. Each response should demonstrate the Offeror's ability to satisfy the Scope of Work and the requirements as stated in this solicitation. All information contained in the offer shall be current and factual. Failure to respond according to these or any other instructions contained in this solicitation may have a negative impact on the scoring of the offer.

The following responses shall be uploaded as an attachment in ProcureAZ with your submitted offer and titled, "Attachments", any additional pages needed should be included into one document when uploading Attachments.

Key Personnel (Contract Contact):

Name: Kevin Finucan
Telephone No.: 480-940-7202 cell: 480-299-0291
E-Mail: kevin.finucan@safety-kleen.com

Back-up Key Personnel:

Name: Andrew Welch
Telephone No.: 480-785-5501 cell: 480-294-5473
E-Mail: andrew.welch@safety-kleen.com

Telephone Number for Non-Routine and Emergency Pick-Up: 480-785-5501

Experience: Offeror shall provide a minimum of three verifiable references on Attachment V:

Table with 2 columns: Years' Experience performing services similar in size and scope as required by this solicitation, 51 years

Ordering Capabilities: The Offeror shall indicate their ability to provide the following ordering methods:

Table with 6 columns: Indicate Yes/No, Electronic/P-Card, Purchase Order, Phone, Fax, Walk-in

Statewide Capacity (Section 2.1 of the Scope of Work): The Offeror shall indicate their ability to accommodate a statewide contract. Offeror's can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees outside of regular schedule pricing below:

Table with 6 columns: County, Y/N, Cost. Lists counties: Apache, Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pima, Pinal, Santa Cruz, Yavapai, Yuma.

Emergency / Non-Routine Services: These services shall be provided within 3 business days of notification unless indicated with an alternate timeframe: (additional fees and/or any minimum requirements shall be indicated)

An Emergency Stop Fee, for Non-Routine Emergencies only, of \$500 to any county other than Pima or Maricopa.

Contractor Status: Contractor shall declare their status as one or more of the following by checking one of the following options. Contractors shall provide all applicable United States Environmental Protection Agency, State, Local Identification numbers:

- Transporter: A company that picks up used oil from all sources and delivers them to re-refiners, processors, or burners.
Re-refiner/Processor: A company that blends or removes impurities from used oil so that it can be burned for energy recovery or reused.
Burner: A company that burns used oil for energy recovery in boilers, industrial furnaces, or in hazardous waste incinerators.
Recycler: A company that recycles spent antifreeze.



Attachment II

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005794

Description: Used Automotive Fluid Collection and Disposal Services

PROPOSED SUBCONTRACTOR(S)

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Specifications.

- If the Offeror will not subcontract any portion of this solicitation's Specifications and will be performing this solicitation's Specifications entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

NO, the above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

YES, the above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name/location, the type of service to be provided, the certifications they possess (copies of all certifications shall be provided as an attachment to the submitted contractor's response) and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance as part of the response to Questionnaire Item 1.7.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Please include all requested information below or attach as separate document

SUBCONTRACTOR INFORMATION

Name/Contact Information	Small Business (Y/N)	Type of Service	%



Attachment III

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP016-00005794
Description: Used Automotive Fluid Collection and Disposal Services

ORGANIZATIONAL EXPERIENCE / REFERENCES

Please list the name, address, contact name, and telephone number for at least three (3) organizations for whom your company has provided services of a similar size and scope within the past 36 months. These references may be checked, so please make sure all information is accurate and current. Inability to verify references may have a negative impact during evaluation of solicitation for award. All information shall be accurate and easily verifiable.

1	Client Company/Address	Contact	Begin Date	End Date
	Coconino County Arizona 5600 Commerce Ave. Flagstaff, AZ 86004	Mike Savoy		Current
		Phone Number	Email Address	
		928-679-8309	msavoy@coconino.az.gov	
Services Provided Similar To Those Described In Solicitation				
Parts cleaner services, used oil and antifreeze services, vac services and product sales				

2	Client Company/Address	Contact	Begin Date	End Date
	Davis Monathan AFB 5285 E. Madera Tucson, AZ	Kate Short		Current
		Phone Number	Email Address	
		520-228-5849		
Services Provided Similar To Those Described In Solicitation				
used oil services				

3	Client Company/Address	Contact	Begin Date	End Date
	Pima County Arizona	Dennis Waldo		Current
		Phone Number	Email Address	
		520-724-8458		
Services Provided Similar To Those Described In Solicitation				
Parts Washers, solvent services, containerized waste disposal, and used oil collections				

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAFETY KLEEN SYSTEMS, INC.**

EXHIBIT B
Scope of Work

PROJECT

Used automotive fluid collection and disposal services for the Divisions of Fleet Management and the Glendale Municipal Landfill of the Public Works Department.



Scope of Work

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005794

Description: Used Automotive Fluid Collection and Disposal Services

1. INTRODUCTION/BACKGROUND

- 1.1. Pursuant to A.R.S. § 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) to satisfy the needs for all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies) to provide **Used Automotive Fluid Collection and Disposal Services**. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website at www.procure.az.gov. The State intends to award a contract(s) to qualified contractors in accordance with the terms, conditions and provisions set forth herein.
- 1.2. The State desires to enter into contract(s) with reliable and capable vendors who can manage multiple agency accounts and delivery points located throughout the State and have sufficient statewide pick-up capabilities, as stated in this solicitation.
- 1.3. **Contractors may provide service to: a single county, multiple counties, or all counties.**

2. USED MATERIALS TO BE REMOVED

The contract shall include, but not be limited to the collection and disposal of the following materials:

- 2.1. Motor Oils
- 2.2. Oil Filters (canister type or spin on)
 - 2.2.1. Stored in 55 gallon drum
- 2.3. Transmission Fluids
- 2.4. Used/Spent Anti-Freeze
- 2.5. Non-Hazardous Contaminated Fuels
- 2.6. Sump Materials
- 2.7. Miscellaneous Automotive Lubricants
- 2.8. Filters, any metal canister type
- 2.9. Oily rags (Non Hazardous)
 - 2.9.1. Stored in 55 gallon drum
- 2.10. Drums (steel and plastic)
 - 2.10.1. Approved DOT 55 gallon drums
 - 2.10.2. Un-approved DOT 55 gallon drums

3. GENERAL REQUIREMENTS

The Contractor shall:

- 3.1. Currently hold and maintain all Federal, State and local (county and municipal) licenses, permits and identification numbers required for the successful performance under this contract.
- 3.2. Package, remove, transport and dispose of the materials specified in accordance with all Federal, State, Local (county and municipal) laws, ordinances and regulations. These would include, but may not be limited to Title 40, Code of Federal Regulations (CFR) Part 279, latest revision and A.R.S. §49-802 and §49-803, latest revision.
- 3.3. Assume ownership and liability of all non-hazardous materials at point of pick-up.
- 3.4. Provide the required notice to proper authorities of any materials spilled as a result of Contractor's performance under this contract. All cost associated with clean-up of said materials shall be borne by the Contractor.
- 3.5. Provide all labor, materials (i.e. containers, loading and pumping equipment) and services required. Eligible Agencies shall not provide assistance. Containers shall provide secondary containment, a site glass or similar mechanism to clearly show the fluid level and shall be compatible with the fluid being stored.
- 3.6. Provide 55 gallon drums for storage, removal, and transport of oil filters.



Scope of Work

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO16-00005794

Description: Used Automotive Fluid Collection and Disposal Services

- 3.7. Utilize only permitted and licensed transfer facilities (i.e. facilities, structures or areas where materials, such as oil would be held for longer than 24 hours, but no longer than 35 days. Examples; loading docks and parking areas).

4. SERVICE SCHEDULES

The Contractor shall:

- 4.1. Maintain routine pick up schedules, as mutually agreed upon by the Contractor and the Eligible Agency. Contractor shall have clear policies in place for pick-up completion time frames.
- 4.2. Provide services on a will call basis.
 - 4.2.1. Any additional fees related to these services shall be indicated clearly on Attachment IV – Pricing Schedule
- 4.3. Provide services on a non-routine (emergency) basis. Non-Routine Services shall be provided within three (3) business days of notification, unless indicated in Attachment I.
 - 4.3.1. Any additional fees related to these services shall be indicated clearly on Attachment IV – Pricing Schedule
- 4.4. Provide the Eligible Agency with all associated paperwork, including a bill of lading for each specified lot. Each bill of lading shall contain, at a minimum, the material type, quantity, lot number and tracking and identification numbers such as the Environmental Protection Agency's 12 digit I.D. number (if different from lot number).

5. PRE-REMOVAL MATERIAL TESTING SERVICES

Upon request by the Eligible Agency, the Contractor shall provide pre-removal "field testing" services for specific lots of materials to verify material status as hazardous or non-hazardous.

- 5.1. All tests shall be performed in accordance with all applicable Federal, State and local (county and municipal) laws and regulations. These would include, but may not be limited to EPA/SW-846 and A.R.S. §49-801 et. seq.
- 5.2. Copies of all test results shall be provided to the Eligible Agency.
- 5.3. Non-Hazardous Lot Test Results: The Contractor shall continue with the task of packaging, removing, transporting and disposing of materials.
- 5.4. Hazardous Lot Test Results: The Contractor shall cease work and inform the Eligible Agency.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAFETY KLEEN SYSTEMS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the State of Arizona Contract No. ADSP016-117816.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$45,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Used automotive fluid collection and disposal services for the Divisions of Fleet Management and the Glendale Municipal Landfill of the Public Works Department.



Attachment IV

**Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007**

Solicitation No.: ADSPO16-00005794
Description: Used Automotive Fluid Collection and Disposal Services

PRICING SCHEDULE

Offeror shall enter a \$1 into the price field for the line item within ProcureAZ and provide actual pricing below. Counties are defined in the Special Instructions to Offerors and a Map can be found in Exhibit A. If needed, a separate document may be used to provide more room for explanation of pricing.

REGULARLY SCHEDULED SERVICE																			
Line Item	Description	QTY	Unit of Measure	Apache	Cochise	Cocconino	Gila	Graham	Greenlee	La Paz	Maricopa	Mohave	Navajo	Pima	Pinal	Santa Cruz	Yavapai	Yuma	Paid or Charged to Agency?
Routine and Scheduled Collection, Removal and Disposal of:																			
2.1	Used Motor Oil		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35	Charge
2.2	Oil Filters - stored in 55g drums		55G drum	\$25.00	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25.00	\$25	\$25	\$25.00	\$25.00	\$25	charge
2.3	Used Transmission Fluid		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35	charge
2.4	Used/Spent Antifreeze		Gallon	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	charge
2.5	Non-Hazardous Contaminated Fuels		55G drum	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	charge
2.6	Sump Materials		Gallon	\$1.15	\$1.15	\$1.15	1.15	\$1.15	\$1.15	1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	charge
Description of acceptable sump material:																			
2.7	Used Miscellaneous Lubricants		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35	Charge
2.8	Filters, any canister type		55G drum	\$25.00	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25.00	\$25	\$25	\$25.00	\$25.00	\$25	charge
2.9	Oil rags (Non-Hazardous)		55G drum	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	charge
2.10.1	Used Drums - DOT Approved Steel		55G drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
2.10.2	Used Drums - DOT Un-Approved		55G drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
2.10.1	Used Drums - DOT Approved Plastic		55G drum	\$75.00	\$75.00	\$75.00	\$75	\$75.00	\$75.00	\$75	\$75.00	\$75.00	\$75.00	\$75	\$75	\$75.00	\$75.00	\$75	charge
2.10.2	Used Drums - DOT Un-Approved		55G drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
Pre-Removal Field Testing:																			
	Oil Based Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
	Antifreeze Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
	Fuel Based Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Pre-Removal Field Test Kits:																			
	Oil/Antifreeze/Fuel			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
	Chlorine Testing		Each	\$12.00	\$12.00	\$12.00	\$12	\$12.00	\$12.00	\$12	\$12.00	\$12.00	\$12	\$12	\$12	\$12.00	\$12.00	\$12	charge

**Additional Routine Scheduled Services options available:
Reconditioned 55 gallon drums #8003369 - \$65.00
New 330 gallon totes #5436 - \$350.00**



Attachment IV

**Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007**

Solicitation No.: ADSP016-00005794
Description: Used Automotive Fluid Collection and Disposal Services

Non-ROUTINE / EMERGENCY SCHEDULED SERVICES																			
Line Item	Description	QTY	Unit of Measure	Apache	Cochise	Cocconino	Gila	Graham	Greenlee	La Paz	Maricopa	Mohave	Navajo	Pima	Pinal	Santa Cruz	Yavapai	Yuma	Part or Charged to Agency?
Non-Routine and Emergency Collection, Removal and Disposal of:																			
2.1	Used Motor Oil		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35.00	charge
2.2	Oil Filters - stored in 55g drums		55g drum	\$25.00	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25.00	\$25	\$25	\$25.00	\$25.00	\$25.00	charge
2.3	Used Transmission Fluid		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35.00	charge
2.4	Used/Spent Antifreeze		Gallon	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	charge
2.5	Non-Hazardous Contaminated Fuels		55G drum	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	\$204	charge
2.6	Sump Materials		Gallon	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	charge
2.7	Used Miscellaneous Lubricants		Stop Fee	\$35.00	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35	\$35.00	\$35.00	\$35.00	\$35	\$35	\$35.00	\$35.00	\$35.00	charge
2.8	Filters, any canister type		55g drum	\$25.00	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25	\$25.00	\$25.00	\$25.00	\$25	\$25	\$25.00	\$25.00	\$25.00	charge
2.9	Oil rags (Non Hazardous)		55g drum	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	charge
2.10.1	Used Drums - DOT Approved Steel		55g drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
2.10.2	Used Drums - DOT Un-Approved		55g drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
2.10.1	Used Drums - DOT Approved Plastic		55g drum	\$75.00	\$75.00	\$75.00	\$75	\$75.00	\$75.00	\$75	\$75.00	\$75.00	\$75.00	\$75	\$75	\$75.00	\$75.00	\$75	charge
2.10.2	Used Drums - DOT Un-Approved		55g drum	\$55.00	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55	\$55.00	\$55.00	\$55.00	\$55	\$55	\$55.00	\$55.00	\$55	charge
Pre-Removal Field Testing:																			
	Oil Based Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
	Antifreeze Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
	Fuel Based Materials			N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	
Additional Fees:																			
	Stop Fee (if applicable)			\$500	\$500	\$500.00	\$500	\$500	\$500.00	\$500	\$500.00	\$500	\$500	\$500	\$500	\$500	\$500.00	\$500	charge
	Minimum requirements (if applicable)			see attachment V															

Additional Non-Routine and Emergency Services options available:
 Reconditioned 55 gallon drums #8003369 - \$65.00
 New 330 gallon totes #5436 - \$350.00
 Additional shipping costs as charged by freight company

