



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 189261 **Title:** Biosolids Management

DUE IN AND OPENS: SEPTEMBER 14, 2015 AT 1:00P.M LOCAL AZ TIME (M.S.T.)

ON-SITE VISIT/ Pre-Bid Conference:

AUG. 25, 2015 at 8:30 A.M. local AZ TIME (MST)

RWRD RBMF (Building # 1)
7101 N. Casa Grande Hwy.
Tucson, Arizona 85743

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide Biosolids Management Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: Provide Pima County ("County") with management services for its Biosolids produced at its Regional Biosolids Management Facility (RBMF) operated by the Pima County Regional Wastewater Reclamation Department (PCRWRD), per specifications and requirements defined herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A mandatory Pre-Bid Conference and On-site group tour of the RWRD RBMF site will be held at for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*. Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

The contractor will be required to provide a Performance Bond if a contract is awarded.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, TO ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department,

Attention: Walter Lewandowski. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 791-6506 **email:** walter.lewandowski@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Walter Lewandowski
Commodity/Contracts Officer

Publish: The Territorial: August 14, 17, 18 & 19, 2015,

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) Form, Biosolids Management Services (33 pages)

The attached Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Contractor Minimum Qualifications:

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents as specified in article 3. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

INSTRUCTIONS TO BIDDERS (continued)

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and **submit one original and one copy** of the following bid documents:

1. **SIGNED OFFER AGREEMENT with completed Item Unit Prices; Provide Addenda acknowledgement, tax, & contact information]**
2. **Contractor will, at the time of bid submission, provide County with all information necessary to show the Contractor meets the Minimum standards required by items 1, 2, 3, 4, and 6 specified in article 3 of the Offer Agreement. At a minimum, these documents must include: a list of all Biosolids management clients serviced during the past five (5) years; contact information for those clients; tonnages of Biosolids managed for each client, and a self-certified list of all non-compliance reports and notifications submitted to, and all non-compliance inquiries, notifications, citations, etc., received from, federal, state, or local authorities.**
3. **Contractor shall complete and submit Exhibit D Compliance History to provide the County data to determine a history compliance with Local, State or Federal biosolids management agency regulations.**
4. **Contractor shall submit a confirmation letter from a qualified surety company as described in the Section 5.2, Contract Security. The surety company shall confirm that they have reviewed this solicitation and they will issue the requested performance bond if award is issued to the Offeror.**

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

INSTRUCTIONS TO BIDDERS (continued)

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

BASIS FOR SELECTING SUCCESSFUL CONTRACTOR

Each CONTRACTOR commits to manage all of the Biosolids produced by the County during the term of the Agreement.

The County can produce Biosolids in both Thickened or Cake forms but cannot produce both forms at the same time. Over the term of the Agreement, County intends to produce relatively equivalent amounts (on a dry solids basis) of Biosolids in Cake and Thickened forms but will vary the Cake to Thickened Biosolids ratio as necessary to reduce production costs. County is willing to work with the Contractor to produce the appropriate product for the agricultural needs of the landowners. However, the County's ability to rapidly change the form of Biosolids produced (Cake or Thickened) is limited and County reserves discretion as to when and how often it will shift its Biosolids production format.

For purposes of the bidding process, bidders are to presume that, on a dry solids basis, 50 percent of the Biosolids tendered will be in Cake form, with the remainder in Thickened form.

Each contractor will provide unit prices on a **per wet ton basis** for the management of Thickened Biosolids and Biosolids Cake, respectively.

Selection Method:

County will select, from those contractors deemed responsive, the contractor with the lowest combined cost to manage the Cake and Thickened Biosolids produced by the County over the two year Agreement term. Selection will be based a presumed total production amount of 24,110 Dry Tons of Biosolids although the actual amount may be more or less. For purposes of Contractor selection, it is presumed that 12,055 Dry Tons will be in the form of Cake Biosolids at a presumed 22% solids content resulting in 54,795 Wet Tons of Cake Biosolids. It is also presumed that the remaining 12,055 Dry Tons of Biosolids production will be in the form of Thickened Biosolids at a presumed 7.5% solids content, resulting in 160,733 Wet Tons of Thickened Biosolids.

The total bid amount for the two year Agreement term =

$$(54,795 \text{ tons of Cake Biosolids} \times A) + (160,733 \text{ tons of Thickened Biosolids} \times B)$$

Where: A = Contractor's price in dollars to manage one Wet Ton of Cake Biosolids; and
B = Contractor's price in dollars to manage one Wet Ton of Thickened Biosolids.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal.

INSTRUCTIONS TO BIDDERS (continued)

Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Any contract funded in any amount with federal funds is not eligible for this preference. For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at:

http://www.tucsonprocurement.com/bidders_SBE.aspx

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-8465 for assistance or further information.

10. MANDATORY TOUR FOR PROSPECTIVE BIDDERS.

The Pima County Procurement Department will schedule a mandatory group tour of the RBMF for prospective Contractors. Any Contractor failing to attend this tour will have its bid returned unopened. During this tour, participants will have the opportunity to observe the Biosolids management system including the current methods of loading contractor vehicles. All participants in the tour must comply with County WRF visitor directives.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 29, 2015)

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1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity "Master" agreement contract to provide Pima County ("County") with management services (hereinafter, the "Services") for its Biosolids produced at its Regional Biosolids Management Facility (RBMF) operated by the Pima County Regional Wastewater Reclamation Department (PCRWRD). As defined by the attached Pima County Standard Terms and Conditions (STC) (Exhibit B, hereto) this Agreement is non-exclusive and may be terminated at the County's discretion without penalty or liability to Pima County other than those costs identified in Section 33 of the STC.

All Services provided pursuant to the resulting executed and effective Agreement will conform to the requirements defined by or referred to by the solicitation documents including: Solicitation Addenda; Instructions to Bidders; Standard Terms and Conditions; and this Agreement all of which are incorporated herein.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the Agreement will be two (2) years. The Agreement may be renewed for up to four (4) additional two-year periods at the option of the Parties.

Proposed extensions or renewals of the Agreement and revisions to the Agreement will be made through the issuance by County to Contractor of a proposed, written amendment to the Agreement setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) business days of issuance by County will signify acceptance by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible to perform the services in accordance with all requirements of the solicitation and this Agreement, and satisfies the following minimum qualifications:

1. Contractor must have a minimum of five (5) years' experience in the transportation and management of Biosolids.
2. Contractor must have experience of hauling and land applying minimum of 5,000 Dry Tons Biosolids, annually, and show experience in managing Biosolids in both Cake and Thickened form.
3. Contractor must demonstrate the availability of a minimum of 4,500 acres of land registered by the bidder with the State of Arizona for the dedicated acceptance of Pima County Biosolids. The availability of land registered must span the life of the Agreement. At the time of bid submission, Bidder must demonstrate land availability by providing copies of contracts with landowners. The contracts may be in the form of an option.
4. Contractor must demonstrate the capability to obtain a Performance Bond in the amount of **\$756,000.00**. Demonstration of capability is defined as obtaining a letter from a surety company guaranteeing the bond. Example of Performance Bond letter is provided in **Exhibit C – Performance Bond**
5. The Contractor must possess all licenses, permits, and other permissions required to perform the Services in the State of Arizona and in all counties and municipalities where Contractor intends to perform the Services.
6. Contractor must show a five (5) year history of substantive compliance with local, state, and federal laws pertaining to management of Biosolids.
7. Contractor has no history of **malicious, criminal, or negligent** non-compliance with Local, State or Federal biosolids management agency regulations. County further reserves the right to terminate this Agreement for cause if, subsequent to execution, it is determined that **Exhibit D Compliance History** includes misinformation (including the failure to list a covered non-compliance event). For purposes of this section, an "affiliate" is a parent or sister company, a subsidiary, or a company wherein Contractor is a partner or owns more than twenty percent (20%) of the issued stock.

Each contractor shall, at the time of bid submission, provide County with all information necessary to show the contractor meets the standards required by items 1, 2, 3, 4, and 6 above. At a minimum, these documents must include: a list of all Biosolids management clients serviced during the past five (5) years; contact information for those clients; tonnages of Biosolids managed for each client. Contractor shall complete and submit **Exhibit D Compliance History** to provide the County data required to determine a compliance history with Local, State or Federal biosolids management agency regulations.

4. SERVICE SPECIFICATIONS & SCOPE:

The Contractor will provide services for the management of COUNTY Biosolids produced at the COUNTY's Regional Biosolids Management Facility (RBMF).

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a. Scope

Contractor will provide all of the Services described in detail in **EXHIBIT A (Scope of Services)** to this Agreement. The Services include, but are not limited to, the following:

1. Furnish all labor, materials and equipment (loading, hauling, and land application) for the beneficial use of bulk Biosolids generated from the County's RBMF.
2. Take delivery of all Biosolids on a schedule approved by the COUNTY.
3. Obtain and maintain all approvals, permits, and licenses required to perform every aspect of Contractor's operation including ensuring that all land application sites are and remain properly registered.
4. Submit a detailed "Plan of Operation" to PCRWRD for approval.
5. All record-keeping required by regulation or by the terms of this Agreement.

b. Project Information

The Regional Biosolids Management Facility (RMBF) is located at Tres Rios Water Reclamation Facility (WRF), 7101 N. Casa Grande Highway, Tucson, Arizona 85743. The Biosolids are generated from the treatment of wastewater at multiple County WRF's including its two major facilities, Tres Rios WRF and Agua Nueva WRF, plus five of its Sub-regional Water Reclamation Facilities. Pima County's Biosolids have consistently met the regulatory requirement for Class B Biosolids pathogen reduction and regulated pollutant concentrations have been significantly below the regulatory limits.

Management of County Biosolids by the Contractor includes loading; hauling; land application; site-management; additional Biosolids preparation, if applicable; and record keeping. The management of the Biosolids will be in accordance with:

- State of Arizona regulations (Title 18, Chapter 9, Article 10) for the Disposal, Use and Transportation of Biosolids
- Federal regulations for the use and disposal of Biosolids: 40 CFR 503 (503 RULES); 40 CFR 257; 40 CFR 258;
- Tres Rios WRF AZPDES Permit No. AZ0020001;
- Agua Nueva WRF AZPDES Permit No. AZ0026107;
- Green Valley WRF AZPDES permit No. AZ0024937;
- Avra Valley WRF AZPDES Permit No. AZ0024121;
- Randolph Park WRF APP Permit No. P-100635;
- Mt Lemmon WRF AZDES Permit No. AZ00222250;
- Corona de Tucson WRF APP Permit No. P-100644;
- Arivaca Junction WRF APP Permit No. P-100640; and
- And any other applicable Federal, State, and local regulations including, specifically, those governing Biosolids use within the Town of Marana.

When applicable regulations and/or permit conditions are in disagreement, the more stringent requirements will apply. If any requirement of this Agreement conflicts with a pertinent regulation or permit condition, the more stringent requirement applies provided compliance with an Agreement provision does not result in violation of a permit condition or regulation.

c. Background

Pima County provides wastewater collection and reclamation services for Eastern Pima County, a 700 square mile region, and serves a population of nearly 1,000,000.

Pima County owns two large reclamation facilities: the Tres Rios WRF with a 50 million gallon per day (MGD) treatment capacity and the Agua Nueva WRF with a 32 MGD treatment capacity. RWRD operates the Tres Rios WRF which includes the RBMF. A private operator operates the Agua Nueva WRF pursuant to a contract with Pima County. Seven sub-regional wastewater reclamation facilities, also owned and operated by RWRD, have an aggregate capacity of 12.55 MGD. Wastewater solids from four sub-regional facilities and a small metropolitan area facility are conveyed to Agua Nueva WRF and Tres Rios WRF where they are treated. The four sub-regional facilities and a small metropolitan area facility are:

- **Green Valley WRF** which has a combined capacity of 4.1 MGD with 2.1 MGD in aerated lagoons and 2.0 MGD with Biological Nutrient Removal Oxidation Ditch (BNROD),
- **Avra Valley WRF** which has the capacity to treat 4 MGD of wastewater using BNROD technology,
- **Mt. Lemmon WRF** which has the capacity to treat 0.012 MGD wastewater using BNROD technology, and

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Corona de Tucson WRF which is a secondary biological wastewater reclamation facility utilizing contact stabilization technology and has a permitted treatment capacity of 1.3 MGD.

Randolph Park WRF, the small metropolitan area facility, utilizes membrane technology for water reclamation. This 3 MGD WRF, operates as a scalping plant and transfers its wastewater solids to the Aqua Nueva WRF through the County's wastewater conveyance system. However, operations at the Randolph Park WRF are indefinitely suspended.

The Tres Rios RBMF may also receive wastewater solids from other municipal wastewater treatment systems and regularly directly and indirectly receives wastewater solids from private waste and septic haulers.

Primary wastewater solids from Tres Rios WRF are thickened and pumped into anaerobic digesters. Currently, the waste activated sludge (WAS) from the Tres Rios WRF is mixed with the WAS from Agua Nueva WRF and scum in the Recycle Tank at Tres Rios WRF. Future process changes may include addition of portions of the Agua Nueva primary wastewater solids stream to the two WAS streams. The mixed wastewater solids from the Tres Rios Recycle Tank are thickened by Gravity Belt Thickeners (GBT) prior to being pumped to mesophilic anaerobic digesters located at the RBMF.

The wastewater solids from Avra Valley WRF, Green Valley WRF, Corona de Tucson WRF, Mt. Lemmon WRF, and from non-County sources are sometimes directly pumped into the Recycle Tank at Tres Rios WRF prior to digestion. Wastewater solids may also enter the County wastewater system by direct disposal at approved manholes. Otherwise, those wastewater solids are mixed with the Tres Rios wastewater solids and gravity thickened prior to pumping into the digesters.

Vector attraction reduction and the pathogen reduction are achieved by mesophilic anaerobic digestion at the RBMF. The digested sludge is pumped to the Centrifuge Building at the RBMF for either thickening or dewatering. Vector attraction reduction is achieved in the digesters by using the mass reduction procedure found at 40 CFR 503.33(b)(1) and the companion State of Arizona regulation R18-9-1010(A)(1) which requires: "reducing the mass of volatile solids by a minimum of 38% using the calculation procedures established in Environmental Regulations and Technology-Control of Pathogens and Vector Attraction in Sewage Sludge, EPZ/625/R-92-013, published by the U.S. Environmental Protection Agency, Cincinnati, Ohio 45268, 1999 Edition." The pathogen reduction is achieved in the digesters using the Class B, Alternative 2 40 CFR 503.32(B)(3) process. Pathogen reduction is accomplished by anaerobic digestion with a residence time of greater than fifteen (15) days at a minimum temperature of 35 C. Pima County's certified lab produces Biosolids data and certifications of compliance for the RBMF on a monthly basis.

Following mesophilic anaerobic digestion, Biosolids are conditioned with polymer and pumped to centrifuges where the solids content is increased with a goal of achieving between 16 and 25 percent solids. The resulting Biosolids Cake is pumped into one of three temporary storage silos which provide storage capacity for up to 36 hours of Cake production. **NOTE: This limited storage capacity will require seven (7) day per week hauling operation during periods when the Biosolids are taken in Cake form.** Biosolids hauling trucks are loaded inside the loading bay below the silos. Nuisance odors from the Biosolids Cake are managed at all times, including during loading at Tres Rios, by the Contractor in a manner that prevents any odor nuisance.

Alternatively, the RBMF centrifuges can produce a Thickened Biosolids product. In this process, digested Biosolids are conditioned with polymer and centrifuged to reduce the water content with a product goal of between 6 and 10% solids. Currently, the Thickened Biosolids are temporarily stored in a 1.1 million gallon capacity plastic-lined pond with sealed cover (the "Biosolids Transfer Bladder") prior to loading and hauling for land application. Biosolids are pumped from the pond into tankers which haul it daily to agricultural fields. Thickened Biosolids are sub-surface injected into the soil to prevent any odor nuisance.

The County is exploring replacement of the Biosolids Transfer Bladder with a mixed tank and an improved loading system. This replacement system is expected to be operational by the end of fiscal year 2016/2017.

An onsite commercial truck scale is used to weigh every truck before and after loading of Biosolids.

Biosolids are currently transported by truck to registered properties located in Pima and Pinal Counties.

d. Biosolids Quality

Biosolids from the RBMF at Tres Rios WRF meet the requirements of 40 CFR §503.13, Table 1 pollutant ceiling limits. The average concentrations for the pollutants referenced in Arizona Administrative Code § R-18-9-1005 and in 40 CFR §503.13 Table 1 for the Biosolids are listed in Appendix I to this Agreement, Metals in Biosolids. Appendix II to this Agreement, Nutrient and Inorganics Biosolids Analytical Data Summary, lists the nutrient content analyzed for the

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Biosolids sampled during the period 2011-2014. Potential bidders may review the Tres Rios WRF design reports at Building 1 of the Tres Rios WRF, 7101 N. Casa Grande Highway, Tucson, Arizona.

e. Biosolids Quantity

The estimated quantity of Biosolids generated from County's facilities over the next two-year period is 24,000 Dry Tons, or an average of approximately 33 Dry Tons per day. Actual daily production may vary significantly. Payments to the Contractor will be based on the actual quantity (measured in wet tons) of Biosolids loaded, hauled, and land applied. Wet Tons are the Dry Tons plus the associated water content. Annual Biosolids quantities generated by the COUNTY over the last five calendar years are listed in Appendix III: Annual Production Biosolids. The Biosolids may be supplied in either Cake or Thickened form. The County can, with sufficient notice, adjust its Biosolids production to produce Biosolids in either Cake or Thickened form but both forms cannot be produced at the same time.

f. Percentage Solids in Biosolids

Biosolids in the RBMF digesters at Tres Rios WRF are approximately 2.9% solids content. When producing Thickened Biosolids, Pima County's goal is a product with approximately 7.5% solids although it may range from 2.5% to 10% solids concentration. Cake Biosolids range from 16 to 25% solids concentration with a goal of 22% solids. Occasionally, due to Biosolids production requirements beyond the capacity of the centrifuge, a portion of the Biosolids will be directly delivered to the Biosolids Transfer Bladder from the digesters without being centrifuged. Direct delivery of digester Biosolids can occur up to 5% of the time.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County will accept the bid of the lowest, responsive bidder and provide a Notice to Proceed to the bidder that the Offer Agreement has been accepted. The Offer Agreement will be effective on January 1, 2016 (the Effective Date") without further action by either party. This Offer Agreement plus all associated Agreement Documents will form the entire Agreement.

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

In responding to this Invitation for Bids, each bidder agrees that, if selected, it will establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the Agreement. Contractor also agrees that, during the Term of this Agreement, it will fully comply with all obligations and requirements in the Scope of Services provided in Exhibit A.

7. COMPENSATION & PAYMENT:

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

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Contractor will submit monthly Invoices to the County's Finance Department pursuant to the requirements of Pima County Administrative procedure No. 22-27 (as amended). Payment will be made pursuant to Pima County Administrative Procedure No. 22-35 (as amended).

Contractor will provide detailed documentation in support of each invoice including copies of all weigh tickets for loads invoiced. Contractor must invoice County within thirty (30) days after the date on which Contractor's right to payment accrues (the "Payment Accrual Date"), which is the last day of the month in which goods are delivered, services are performed, or costs are incurred. Invoices must list each Payment Accrual Date. County may refuse to pay any amount invoiced in an untimely manner, and will refuse to pay any amount invoiced more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

The bid amount in the accepted Agreement defines a not to exceed amount. Contractor is not authorized, without written amendment to the Agreement, to provide additional Services to County

Unit Pricing may be negotiated and established as per all requirements of the Agreement for items included in the scope of the Agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Contractor.

Contractor is solely responsible for payment of all taxes related to provision of the Services including all applicable State and City sales taxes.

Price Warranty. Contractor will give Pima County benefit of any price reduction Contractor realizes during the Term of the Agreement. Contractor agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Contractor to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing will remain firm during the Term of the Agreement. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior end of the Agreement Term. In that submission, Contractor will provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase Unit Prices. COUNTY will review proposed changes to Unit Pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposed changes. County reserves the right to continue, accept or reject the Unit Price proposal, or terminate and re-solicit the Agreement.

County makes no guarantee regarding actual quantity of Biosolids produced during the Term of the Agreement.

Unit Prices offered will include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders*, *Standard Terms and Conditions*, and the Invitation for Bids and Offer Agreement. No payments will be made for items not included in the Agreement.

BID CALCULATION

UNIT PRICES (Net 30 day Payment Terms)

ITEM #	ITEM NAME Items to include all costs required to satisfy all Solicitation & Offer Agreement requirements and service specifications identified in Exhibit A	<u>ESTIMATED TWO YEAR USAGE QUANTITY</u>	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	THICKENED BIOSOLIDS Management 7.5% solids content	160,733	WET TON		
2	CAKE BIOSOLIDS Management 22% solids content	54,795	WET TON		
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.			TOTAL BID	

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Total bid amount = Cost to Manage Thickened Biosolids + Cost to manage Cake Biosolids
Please note that the quantities identified above reflect a two (2) year production.

FUEL COST ADJUSTMENT

Either County or Contractor may seek an adjustment in the Unit Prices if the cost of fuel, as reported by the Producer Price Index (PPI) for Gasoline Series Id: WPU0571 (as it appears at www.bls.gov) increases or decreases by more than ten percent (10%) over the Base Index Value. For purposes of this Offer Agreement the Base Index Value will initially be that current as of the Effective Date of this Offer Agreement. The initial Base Fuel Value will be the average Tucson gasoline price as of the Effective Date as reported on GasBuddy.com. Each time a fuel adjustment is made in the Unit Prices, the Base Index Value will be correspondingly adjusted,

Upon notice to the other Party that a PPI increase or decrease of more than 10% of the Base Index Value has occurred, and providing that such an increase or decrease has occurred, the Contractor will provide County with a summary of the total fuel use (both from transport and from land application) and the number of wet tons, each, of Cake and Thickened Biosolids transported during that period. Unit Prices will be adjusted per the following formulae:

$$\text{Unit Price Adjustment for Cake Biosolids} = [F \times W_C / (W_C + W_T)] \times \text{BFV} \times (\text{BIV} \pm \text{CIV}) / \text{BIV}$$

and
$$\text{Unit Price Adjustment for Thickened Biosolids} = [F \times W_T / (W_C + W_T)] \times \text{BFV} \times (\text{BIV} \pm \text{CIV}) / \text{BIV}$$

Where:

- F = Total amount of fuel used by Contractor to provide Services during previous month in gallons
- W_C = Number wet tons of Cake Biosolids transported per month
- W_T = Number of wet tons of Thickened Biosolids transported per month
- BFV = Base Fuel Value (average cost of fuel as of Effective Date) in dollars
- BIV = Base Index Value (PPI for WPU0571)
- CIV = Current Index Value (PPI for WPU0571)

For purposes of the Unit Price Adjustment Calculations made during the term of this Agreement, the Parties agree that use of the gasoline index in those calculations accurately reflects fluctuations in both gasoline and diesel fuel prices.

8. COMPLIANCE HISTORY

County reserves the right to determine any Bidder non-responsive if the Bidder has a history of Biosolids management regulatory non-compliance. List, on Exhibit D hereto, any notices of regulatory non-compliance issued to Bidder or its affiliates by any local, state, or federal agency over the past five (5) years related to Biosolids management; what steps were taken to resolve the issue; and the current status of any enforcement action taken against the Bidder (or affiliate) with respect the listed notice. Failure to complete Exhibit D or inclusion of any misinformation (including the failure to list a covered non-compliance event) therein will result in a determination that Bidder is non-responsive. County further reserves the right to terminate this Agreement for cause if, subsequent to execution, it is determined that Exhibit D includes misinformation (including the failure to list a covered non-compliance event). For purposes of this section, an "affiliate" is a parent or sister company, a subsidiary, or a company wherein Bidder is a partner or owns more than twenty percent (20%) of the issued stock.

9. DELIVERY:

As defined by the Standard Terms and Conditions, "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the Agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Agreement.

10. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and local sales taxes. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

11. OTHER DOCUMENTS

Contractor and County in entering into this Agreement have relied upon information provided or referenced by Pima County Solicitation No. 189261 including the Invitation for Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, this Agreement, documents submitted by Contractor or References to satisfy Contractor's Minimum Qualifications and on other information and documents submitted by the Contractor in its response to the County's Solicitation.

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These documents, collectively known as the "Agreement Documents", are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement.

In the event of a conflict or inconsistency between and among the documents incorporated into this Agreement, the Agreement Documents will take precedence in the following order:

- a. Agreement
- b. Scope of Services
- c. Standard Terms and Conditions
- d. Instructions to Bidders
- e. Solicitation Addenda
- f. Invitation For Bids
- g. Other Documents submitted by Contractor

12. INSURANCE:

Contractor will procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, employees or subcontractors and Contractor is free to purchase additional insurance.

A) Minimum Scope and Limits of Insurance – Contractor will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability (CGL) – Occurrence Form:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance, with a limit of not less than:

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

The policy will include coverage as stated above for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Policy will not contain any provision which would serve to limit third party action over claims. There will be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Agreement.

3. Workers' Compensation and Employers' Liability

Workers' Compensation insurance to cover obligations imposed by state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than: \$500,000 for each accident, \$500,000 disease for each employee, and; \$1,000,000 disease policy limit.

Note: This requirement will not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate wavier (Sole Proprietor or Independent Contractor Wavier).

B) Additional Insurance Requirements:

1. All policies, excluding the workers' compensation policies, will be endorsed to include Pima County as an additional insured with the following additional insured language: "Pima County, its agents, representatives, officers, officials and employees will be named as additional insured(s) with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

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2. The Contractor’s insurance will be primary insurance and non-contributory with respect to all other available sources. And for insurance policies where Pima County is named as an additional insured, Pima County will be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
3. Coverage provided by the Contractor will not be limited to the liability assumed under the indemnification provisions of this Agreement.
4. The policies required hereunder will contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees.
5. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty will not affect the County’s right to coverage afforded under the insurance policies.
6. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions will not be applicable with respect to the coverage provided to County under such policies. Contractor will be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

C) Verification of Coverage:

1. Contractor will provide Pima County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice by provider to the Pima County of cancellation or non-renewal.
2. County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance certificates. County will not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt will not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Agreement.
3. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an “A.M. Best” rating of A- VI. Pima County in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
4. All certificates and endorsements are to be received and approved by Pima County before work commences. Each insurance policy must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.
5. Contractor’s certificate(s) will include all subcontractors as additional insured’s under its policies or Contractor will furnish, upon request by Pima County, separate certificates and endorsements for each subcontractor.
6. Any modification or variation from the insurance requirements in this Agreement will be made by the contracting agency in consultation with the Division of Risk Management. Such action will not require a formal Agreement amendment, but may be made by administrative action.
7. In the event any insurance policy(ies) required by this Agreement is (are) written on a “claims made” basis, coverage will extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.
8. If a policy expires during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

D) **Exceptions:** In the event the Contractor or sub-Contractor(s) is/are a public entity, then the Insurance Requirements will not apply. Such public entity will provide a Certificate of Self-Insurance.

13. PERFORMANCE BOND:

The Contractor will provide a **Performance Bond in the amount of \$756,000.00**. The bond will be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the director of the department of insurance pursuant to A.R.S. Title 20, Chapter 2, Article 1. The Bond will not be executed by an individual surety or sureties. The Bond will be payable to Pima County. Bond amount is based upon the cost of disposing Biosolids in a landfill for a **90** day period (estimated cost includes transportation and landfill tipping fees). Example of Performance Bond letter is provided in **Exhibit C – Performance Bond**

14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

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15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction to Bidders"? Yes No (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

16. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ FAX: _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS WILL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: _____

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By signing and submitting these Offer Agreement documents, the undersigned certifies that he/she is legally authorized to represent and bind the "Contractor" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated into its offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. Further, the undersigned, on behalf of the Contractor, certifies that the Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; that no additional compensation for the Services provided will be sought; and the firm's understanding that no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Bidder's submission of a signed offer agreement will constitute a firm offer and upon the issuance of final Agreement document signed by the Chair of Pima County Board of Supervisors, a binding contract is formed that will require the Bidder to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, and specifications, defined or referenced by the solicitation, which includes Pima County's Standard Terms & Conditions, this Invitations for Bids and Offer Agreement, and other documents listed in this Agreement's "Other Documents" article.

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

Approved as to form

Tobin Rosen, Deputy County Attorney

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EXHIBIT A

SCOPE OF SERVICES

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DEFINITIONS

Whenever used in this Agreement, the following terms will have the meanings indicated, applicable to both the singular and plural of the term. Words of the masculine gender mean and include words of feminine and neuter genders.

§503 – Title 40, Part 503 of the Code of Federal Regulations (40 CFR § 503), as amended.

AAC R18 Ch. 9 Article 10 Arizona Administrative Code

ADEQ – Arizona Department of Environmental Quality

ADOT – Arizona Department of Transportation

Agreement – The written agreement, as it may, from time to time, be amended or modified in accordance with the provisions herein, between COUNTY and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor, materials and equipment and the basis of payment, including all documents incorporated by reference herein.

Agua Nueva WRF – Agua Nueva Wastewater Reclamation Facility located at 2947 W. Calle Agua Nueva, Tucson, Arizona 85745

APP-Aquifer Protection Permit - A permit issued or granted by ADEQ pursuant to the provisions of the Arizona Revised Statutes (A.R.S.) Title 49, Chapter 2, Articles 1,2, and 3: and the Arizona Administrative Code (A.C.C.) Title 18, Chapter 9, Articles 1 through 8, Chapter 11, Article 4.

AZPDES permit – Arizona Pollutant Discharge Elimination System permit issued by State of Arizona permit in accordance with Section 402 of the Clean Water Act (CWA) (33 U.S.C. § 1342) and all regulations promulgated pursuant thereto, including 40 CFR part 122 and 40 CFR part 501.

Biosolids - Treated sewage sludge meeting the EPA and ADEQ pollutant and pathogen requirements for land application and surface disposal.

Biosolids Cake - Biosolids thickened by water removal with the goal of reaching a solids concentration of 16 percent or more.

Contract Year – A period of one year commencing on each anniversary of the Effective Date of the Notice to Proceed.

Contractor – The person, firm, or corporation with whom COUNTY has executed this Agreement.

COUNTY – Pima County Government, Arizona

CWA – Clean Water Act, the Federal water pollution control act amendments of 1972, as amended. 33 U.S.C. §§ 1251 to 1387.

Direct Bulk Application –The land where Biosolids from the COUNTY are placed on agricultural land, forests, or reclamation sites pursuant to this Agreement.

Director – The Director of the Pima County Regional Wastewater Reclamation Department or the Director's designated representative.

Dry Ton – 2,000 pounds (U.S.) of Biosolids measured on a Dry Weight Basis.

Dry Weight Basis – calculated on the basis of having been dried at 105 degrees Celsius until reaching a constant mass (i.e., essentially 100 percent solids content).

EPA – The United States Environmental Protection Agency.

Exceptional Quality Biosolids – A classification for Biosolids which meet the following criteria: (1) Will not exceed any of the pollution concentrations in §503.13, Table 3, as listed on page 9099 in Vol. 59, No. 38 of the Federal Register, dated

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February 25, 1994: (2) Will meet one of the Class A pathogen requirements in §503.32(a); (3) Will meet one of the vector attraction reduction requirements in §503.33(b) (1) through 503.33(b) (8); and (4) Will comply with the standards and limitations specified in the definition of “exceptional quality biosolids” provided at Arizona R-18-9-1001(17).

GBT – Gravity Belt Thickener, a mechanical device to separate water from wastewater solids using a continuous belt sieve.

Land Application Site - Parcel of land on which bulk Biosolids are to be placed.

Notice to Proceed – Written notice to Contractor stating that Contractor is to commence work on the Agreement.

OSHA – Occupational Safety and Health Administration.

PCRWRD or RWRD – Pima County Regional Wastewater Reclamation Department.

PDEQ – The Pima County Department of Environmental Quality.

Person – Includes an individual, firms, companies, corporations, partnership, and joint ventures.

Plan of Operation – The plan regarding Biosolids hauling and beneficial use submitted by Contractor to PCRWRD.

RBMF – Regional Biosolids Management Facility located at Tres Rios WRF for handling Biosolids. The facility currently includes anaerobic digesters, centrifuges, Biosolids Transfer Bladder, Biosolids Cake silos and the lot adjacent to the centrifuge facility including the discharge outlets. The process and storage components of the RBMF are subject to change at County discretion.

Subcontractor – Any person other than the Contractor that enters into a contract to perform any portion of the Work.

Thickened Biosolids - Biosolids typically with a solids concentration of approximately 6 to 10 percent.

Tres Rios WRF – Tres Rios Wastewater Reclamation Facility located at 7101 North Casa Grande Highway, Tucson, Arizona, 85743.

Unit Price – The “per wet ton” price established in the bid, or as modified according to the procedures described in Agreement.

WAS – Waste Activated Sludge, a byproduct of biological wastewater treatment.

Wet Ton – 2,000 pounds (U.S.) of Biosolids including natural water. Water content varies depending on Biosolids type.

Work – All obligations, duties, and responsibilities necessary to the successful completion of the Work assigned to or undertaken by Contractor under this Agreement.

WRF – Water Reclamation Facility.

PROJECT INFORMATION

A. Objective

Pima County, Arizona, (COUNTY) desires to contract for Biosolids management services for Biosolids generated from the treatment of sewage in County facilities servicing eastern Pima County. Management of Pima County Biosolids includes the loading, hauling, land application, site-management, and further preparing, if applicable, of the Biosolids produced at the RBMF. It also includes all necessary record keeping. The management of the Biosolids will be in accordance with all of the following:

- State of Arizona regulations , Title 18 Chapter 9 Article 10 for the Disposal, Use and Transportation of Biosolids; federal regulations for the use and disposal of Biosolids,
- 40 CFR part 503 (referenced as §503 hereafter); 40 CFR 257; 40 CFR 258;
- Tres Rios WRF AZPDES Permit no. AZ0020001;

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- Agua Nueva WRF AZPDES Permit No. AZ0026107;
- Green Valley WRF AZPDES Permit No. AZ0024937;
- Avra Valley WRF AZPDES Permit No. AZ 0024121;
- Randolph Park WRF APP Permit No. P-100635;
- Mt. Lemmon WRF AZPDES Permit No. AZ 0022250;
- Corona de Tucson WRF APP Permit No. P-100644;
- Arivaca Junction WRF APP Permit No. P-100640; and
- all other applicable federal, state and local regulations.

B. Contractor Responsibilities

1. Services

Contractor will furnish all labor, materials and equipment, including but not limited to those resources to remove, haul, and further prepare, if necessary, required to make beneficial use of bulk Biosolids generated from County's Regional Biosolids Management Facility. The beneficial use of Biosolids will be within the regulatory framework as permitted by AZPDES permits issued to Pima County, and any applicable AZPDES permit issued to the Contractor, and in accordance with 40 CFR 503, ADEQ's rules for land application of Biosolids (AAC. § R18-9-1001, *et seq.*), Technical Specifications and other applicable Federal, State, and local regulations.

Contractor will load and haul Biosolids generated from the RBMF for any further process, staging, beneficial use or disposal as per the approved schedule.

2. Permitting and Plan of Operation

Contractor will obtain all approvals, permits, and licenses required to perform every aspect of Contractor's operation. Contractor will submit a "Plan of Operation" to PCRWRD for approval fifteen (15) days prior to commencement of operations, which will be no more than thirty (30) days after contract award. The Plan of Operation will be updated at least annually, and, as necessary, when changes occur to operations, land application sites, regulatory requirements, design of agronomic rate, or compensation. At a minimum, annual updates to the Plan of Operation must be submitted to the County for approval by February 28 of each year.

Prior to Biosolids application on any land, the Contractor will provide to PCRWRD all the following items:

- Baseline soil data;
- Copy of the Contractor's Agreement with the land owner; and
- Copy of the state registration document for all land receiving Biosolids.

3. Determination of Agronomic Rate

Agronomic rate is used in the §503 regulations to limit the amount of Biosolids applied to the land to fertilize the crop or vegetation grown on the land. The purpose of limiting the application rate to the agronomic rate is to comply with the Arizona Aquifer Protection Permit program by minimizing the potential to contaminate the ground water by nitrogen in the Biosolids.

Contractor will utilize the following factors to design a site specific whole Biosolids agronomic application rate which implements the intent and scope of §503 and the Arizona Aquifer Protection Permit program:

- a. Total Nitrogen needs of the crop or vegetation grown on the land.
- b. Available nitrogen in the Biosolids.
- c. Soil conditions at the Land Application Site.
- d. Geology of the Land Application Site.
- e. Other factors which affect the utilization or movement of nitrogen.

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Contractor will supply the design to PCRWRD and certify the Agronomic Rate for each Land Application Site prior to the application of Biosolids.

C. County Responsibilities

To accommodate the operation, maintenance and management of the Biosolids Management Program, PCRWRD will provide the following in accordance with the Agreement.

- 1) Treat wastewater solids for compliance with Class "B" Biosolids and vector attraction requirements.
- 2) Provide anaerobically digested Biosolids in Thickened or Cake form
- 3) Provide and maintain Thickened Biosolids storage tanks, piping, pumps and tanker truck loading systems.
- 4) Provide and maintain Biosolids Cake silos and truck loading discharge system.
- 5) Provide, maintain and calibrate the vehicle weigh scale station.
- 6) Provide electrical service to Biosolids pumps, loading valves and vehicle weigh scale station.
- 7) Provide access to Biosolids loading systems, including maintenance of access roads and gates.
- 8) Sample Biosolids daily for laboratory analysis of solids concentration.
- 9) Provide solids concentration analyses to the Contractor monthly for invoicing purposes.
- 10) Provide Biosolids nitrogen concentration analysis data to the Contractor once per month.
- 11) Review the Contractor's Plan of Operations and amendments or modifications, and approve when the Agreement requirements are met.
- 12) Measure and record daily discharge of Biosolids into transfer tanks and silos.
- 13) Receive, review and process invoices, and pay the Contractor based on approved invoices.
- 14) Receive and act accordingly on all notifications and on all reasonable RBMF maintenance requests and requests for information received from the Contractor in writing.
- 15) Receive and archive Biosolids land application data, notices, records, reports and other information prepared by the Contractor for submission to any third party.
- 16) Receive and archive the monthly and annual Pollutants in the Biosolids analyses reports prepared by the Contractor
- 17) Direct the Contractor on the handling of the Biosolids reserved for use by PCRWRD.
- 18) Inspect any facilities, equipment, practices, or operations used in the treatment, storage, use or disposal by the Contractor.
- 19) Provide a primary contact for all communications and correspondence.
- 20) Provide direction, verbal and written, as necessary, to support the activities of the Biosolids management program and maintain the continuous operation of the Tres Rios WRF.

D. Point of Regulatory Compliance and Measurement for Compensation

For the purpose of measurement and payment for the Work completed by Contractor, PCRWRD will take a daily composite sample of Biosolids for analysis of solids concentration. The results of the solids concentration analysis will be provided to Contractor once a month for compliance purposes to measure the quantity of Biosolids delivered to Contractor.

PCRWRD will measure daily Biosolids discharges of Biosolids to the Biosolids Transfer Bladder and Biosolids Cake silos.

For Thickened Biosolids, Contractor will be responsible for providing tanker trucks for conveyance at the loading station. Contractor will be responsible for the weighing of each tanker truck before and after loading Thickened Biosolids at the RBMF. Weighing operations will be performed in accordance with the standard procedures of PCRWRD.

For Biosolids Cake, Contractor will be responsible for providing covered, water-tight truck bed containers for conveyance of Cake Biosolids. Contractor will also be responsible for weighing of each truck bed unit before and after loading using the County-supplied scales at the RBMF. The weighing operations will be performed in accordance with the standard procedures of PCRWRD.

For compliance with Direct Bulk Application of Biosolids regulations and for County's AZPDES reporting purposes, the sampling point for analyses of nutrients, §503.13, Pathogen levels, vector attraction reductions, and R18-9-1005 Table II Pollutants will be at the end of all County Biosolids treatment at Tres Rios WRF (loading station) and prior to Contractor's acceptance of the Biosolids for land application.

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For Indirect Bulk Application and Non-bulk Application of Biosolids, sampling and point of regulatory compliance will be as per Contractor's AZPDES permit, or at the end of further preparation of Biosolids by Contractor prior to land AZPDES application or distribution. Contractor will perform all sampling and analyses as required by the Agreement and its AZPDES permit, by sample methods and solid, liquid and hazardous waste sample methods established in A.A.C. R9-14-613.

E. Monitoring and Records

Samples and analytical measurements for the purpose of compliance data will be representative of the monitored activity and will at a minimum:

- a. Utilize the analytical methods stated in §503.08, July 1, 2001, or by the wastewater sample methods and solids, liquid and hazardous waste sample methods established in Arizona Administrative Code A.A.C. R9-14-613.
- b. Be analyzed by an environmental laboratory licensed in the State of Arizona in conformance with A.R.S §36-495.
- c. Utilize sample preservation procedures, container materials and maximum allowable holding times prescribed in Table II of 40 CFR 136, dated July 1, 1993.
- d. Retain records of all monitoring information, including all calibration and maintenance records and all original strip chart or electronic digital recordings for all monitoring instrumentation as permissible by regulations, copies of all reports required by this Agreement, and records of all data used for a period of at least ten (10) years (or longer as required by §503 and R18-9-1001, *et seq.*) from the date of the activity.
- e. Records of monitoring information will include:
 - 1) Method, date, exact place, and time of sampling or measurements;
 - 2) Individual(s) who performed the sampling or measurements;
 - 3) Date(s) analyses were performed;
 - 4) Individual(s) who performed the analyses;
 - 5) Analytical techniques or methods used; and
 - 6) Results of such analyses.

F. Plan of Operation

The purpose of the Plan of Operation is to provide a detailed description of Contractor's entire planned operation, from Biosolids receiving to the land application. **It also includes measures for land application site management; and outlines of record keeping.** Contractor will operate in accordance with the approved Plan of Operation to assure protection of the environment with respect to air, ground water and surface water quality.

The plan will describe how Contractor will receive and remove Biosolids from the RBMF site in accordance with the requirements of the Agreement without interruption or impact on the operations of the Tres Rios WRF. PCRWRD's approval of the Plan of Operation is required before Contractor can be issued a Notice to Proceed.

Information to be provided in the Plan of Operation will include, but not be limited to, the following:

1. Detailed description of Contractor's overall process, including further preparation or derivation processes, if applicable.
2. Construction impacts to County WRFs and/or County's Biosolids removal operation during the first ninety (90) days of the start-up.
3. Biosolids Receipt and Removal Plan describing the manner in which Contractor will receive and remove Biosolids from the RBMF site as produced for each of the following situations:
 - a. During any delay from the 1st Contract day in the start-up of Contractor's completed in-place operation.

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- b. Initial start-up of Contractor's operation.
 - c. Normal daily operations.
 - d. Operations during inclement weather conditions.
4. Detailed Work Description on how the Work related to Contractor's complete operation will be accomplished without creating impacts on the RBMF and Tres Rios WRF. The description will address, but not be limited to, the following:
- a. Overall plan that describes the Contractor's operations.
 - b. Standard Operational Procedure(s) which addresses the following:
 - i. Daily receipt of County's Biosolids
 - ii. Controlling further preparation or derivation processes.
 - iii. Conveyance system (i.e., haul routes).
 - iv. Land Application Site Specific Plans in accordance with 40 CFR 501.15(a) (2) (vi) through (viii), in accordance with 40 CFR 501.15(a) (2) (ix) through (xi) for Land Application Sites, and in accordance with R18-9-1013(B) (8) and R18-9-1-13(B) (9), and any other applicable requirement.
 - v. Past and present land uses at the application sites including baseline soil data for each site.
 - vi. Staging / Storage areas (locations, sizes, odor and nuisance control, etc.).
 - c. Emergency Response Plan which addresses at least the removal and disposal of the following:
 - i. Material, or accidents at the Regional Biosolids Management Facility.
 - ii. Material or chemical spills or accidents within Contractor's operations facilities, storage facilities, along the conveyance systems, and at the Land Application Sites.
 - iii. Transportation vehicle accidents.
 - iv. Transport route closures.
 - v. Land application during inclement weather conditions.
 - d. Contingent Plans for disposal, isolation or recovery which address the following:
 - i. When pollutants in Biosolids exceed §503.13, Table 1 limits, R18-9-1005 Table 1.
 - ii. End products from Contractor's preparation or derivation process which do not meet the minimum specification requirements.
 - e. Details on further preparation/derivation methods, process description, additives, markets, distribution, and recall of the product.
 - f. Health and Safety Plan for RWRD, the public, and Contractor's personnel.
 - g. Environmental Controls of odors, fumes, dust, smoke, waste products, industrial discharges, storm water runoff, and any other potential release of pollutants into the environment.
5. Operation and Maintenance Manual for each of Contractor's facilities relating to this Agreement.
6. Operation Training Program that properly trains management, operation and maintenance personnel.
7. Budget Management Plan providing evidence of having an adequate budget for operation and maintenance.
8. Quality Control/Assurance Plan for sampling, testing, certifications and operational procedures.
9. Communication Plan which includes names and phone numbers of Contractor's personnel to contact for routine operations, emergencies, and the location of records. Include an organization chart of key personnel and identify the primary contact person.
10. Regulatory Compliance Plan showing Contractor will meet the regulatory requirements on a continuing basis.

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11. Access Plan with a clear explanation of how Contractor will assure that designated representatives of PCRWRD, State, or Federal Government are allowed unrestricted access to Contractor's operational facilities and land application sites during the term of the Agreement.

G. Storm Water Discharge Compliance

The Regional Biosolids Management Facility is located within the boundary of Tres Rios WRF whose AZPDES Permit includes the Storm Water Pollution Prevention Plan for the facility. Contractor's activities must comply with and not create a conflict with the applicable Storm Water Pollution Prevention conditions of the Multi Sector General Permit Number 2010-002, Authorization AZMSG, 72059 for Tres Rios WRF and Best Management Practices. Contractor will be responsible for all storm-water permitting and compliance relating to Biosolids management outside the Tres Rios WRF.

H. Industrial Wastewater Discharge Compliance

Any Industrial Wastewater flow from Contractors handling and processing of Biosolids at the Regional Biosolids Management Facility, including filtrate, wash down, supernatant *etc.* will require prior approval by County, prior to discharge to Tres Rios WRF. Contractor will pay all costs related to acquiring the Industrial Wastewater Discharge Permit, and meeting any permit requirements.

I. Preservation of Environmental Quality

Contractor will take all steps in its performance of Work to preserve air quality, groundwater quality, surface water quality, and storm-water quality. Contractor will install adequate devices, equipment and establish procedures necessary to control vectors, odors, fumes, smoke, dust, chemicals, and any other pollutants that may be released to the environment because of its activity. Odor masking is not an acceptable method to manage odors.

J. Notification

1. Immediate Reporting

In the event of an accidental discharge or spill, which may endanger health, or the environment, Contractor must verbally notify PCRWRD by telephone, email, or facsimile immediately upon discovery of the occurrence. Contractor must follow up in writing to PCRWRD.

2. Twenty-four Hour Reporting

Contractor must verbally notify PCRWRD by telephone, email, or facsimile, within twenty-four (24) hours after the time Contractor becomes aware of the circumstance in which:

- a. any application or distribution of Biosolids occurs which is not in compliance with the Agreement
- b. any further preparation or derivation process is performed which is not in compliance with the Agreement.
- c. Contractor must follow up in writing to PCRWRD

3. Follow-up Notification

Within five (5) days following a verbal notification, Contractor will submit to PCRWRD a detailed written report containing such information and describing the cause of the discharge or spill, or the details related to the failed requirements of the operation and maintenance standards, and measures to be taken by Contractor to prevent similar future occurrences. Such notification will not relieve Contractor of any expense, loss, damage, fines, civil penalties or other liability which may be incurred as a result of damage to the RBMF or Tres Rios WRF, or any other people or property; nor will such notification relieve Contractor from any fines, civil penalties, or other liability which may be imposed by Agreement or other applicable law.

4. Other Notifications

Contractor will notify PCRWRD sixty (60) days prior to a change in Work which will affect the compensation, regulatory compliance, or will impact the progress of the Work.

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Contractor will notify the PCRWRD and ADEQ of any non-compliance within twenty-four (24) hours if the non-compliance may seriously endanger health or the environment. For other instances of non-compliance, the Contractor will notify PCRWRD and the ADEQ's Biosolids Coordinator, Water Quality Division Compliance Section of the non-compliance in writing within five (5) working days of becoming aware of the non-compliance.

5. Non-Compliance Notifications

Contractor will report all instances of non-compliance at the time the monthly report is submitted. The information in the report will include the location of discharge, the type of waste, concentration and volume of waste, and the corrective actions taken.

When Contractor becomes aware that it failed to submit any relevant facts, or submitted incorrect information in any report, it will submit correct information or facts promptly.

County reserves the right, until Contractor returns to full compliance, to suspend all payments to Contractor if any required notifications or follow-up reports are not timely submitted.

K. Biosolids Loading from the Regional Biosolids Management Facility

At the RBMF thickened Biosolids will be loaded from the Biosolids Transfer Bladder loading station, or dewatered Biosolids will be loaded from the Cake silos loading bay. Contractor will perform all operations necessary to load and haul Biosolids using its own qualified personnel and equipment. Contractor's operation will not interfere with PCRWRD's operation of the facility.

Contractor will remove Biosolids from the Truck Loading Station or Cake Silos typically between the hours of 6:00 a.m. and 6:00 p.m. seven (7) days per week, three hundred sixty-five (365) days a year. If the Contractor prefers other hours of operation to remove Biosolids, it will contact PCRWRD's primary contact for concurrence. Contractor's operation will not interfere with PCRWRD's operation of the centrifuge facility.

L. Truck Loading Station Procedure

The Contractor will:

1. Perform a tare weight of the tanker truck on Truck Scale at the Truck Loading Station.
2. Proceed up the scaffold, attach fill hoses and start pumps to fill the tanker truck close to, but not less than 80,000 lbs, however, in no case fill the tanker more than the legal weight limit of any road over which the vehicle will travel.
3. Close and secure the hatch on the tanker.
4. Wash area around hatch and tanker.
5. Proceed downstairs to scale room and print scale weight ticket of the loaded tanker truck.
6. Submit a copy of the weight ticket with the monthly report to PCRWRD.

M. Dewatered Biosolids (Cake) Loading Procedure

The Contractor will:

1. Perform a tare weight of the Biosolids Cake hauling truck.
2. Proceed to fill the truck bed close to, but not less than 80,000 lbs., however, in no case fill more than the legal weight limit of any road over which the vehicle will travel.
3. Cover the truck bed.
4. Wash Cake material off exterior body of truck and wheels.

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5. Proceed to truck scale to weigh and print ticket.
6. Submit a copy of the weight ticket with the monthly report to PCRWRD.

Weigh ticket is used for ADOT compliance, Agronomic rate calculation, invoicing, and regulatory reporting to the State and Federal agencies.

N. Housekeeping in Loading Area and Access Road

At all times, Contractor will keep the Biosolids loading area and all Tres Rios access roads free of debris and uncontained Biosolids resulting from Contractor's activities while performing the Biosolids management services.

O. Biosolids Hauling

Contractor will utilize hauling routes recommended by the Contractor and approved by PCRWRD for Biosolids hauling. *The approval of the route by PCRWRD does not relieve the Contractor of any responsibility related to transport of Biosolids over the approved routes.* Further, PCRWRD reserves the right to withdraw its approval of any hauling route after giving approval to Contractor and require the use of alternative routes. Deviation from approved routes will be considered a breach of Agreement. County may declare default for more than three (3) deviations during any thirty (30) day period. *County reserves the right to withhold payments until Contractor is back into compliance.*

Contractor will be responsible for all costs associated with traffic violations or other claims incurred in the conveyance of Biosolids.

P. Temporary Storage

Within the County's Regional Biosolids Management Facility, the Biosolids storage units will be completely covered to prevent any odor nuisance and vector attraction. The temporary storage units will be kept clean at all times.

Any storage facilities of bulk Biosolids or further prepared Biosolids storage located away from the Regional Biosolids Management Facility will not be more than ten (10) days unless the Contractor can justify to PCRWRD the need for additional storage time. PCRWRD, at its sole discretion, may allow additional storage time of Biosolids. The storage units will comply with applicable Federal, State and local laws and regulations. **Storage before land application for more than two (2) years is subject to ADEQ notification and approval.**

Q. Beneficial Use of Biosolids

County's bulk Biosolids are expected to meet Class B pathogen requirement at the time of delivery to the Contractor. In addition, County's bulk Biosolids is expected to meet the vector attraction reduction requirement at the time of delivery by reducing the mass of volatile solids in the Biosolids by a minimum of 38%.

General Requirements

1. Beneficial use of Biosolids allowed in this Agreement is for Direct Bulk Application of bulk Biosolids prepared by County on agricultural land, ranch lands or pastures, forest, or reclamation sites.
2. Contractor will follow the terms and definitions of §503, Subpart B, except for additional or more restrictive requirements stated in this Agreement or by a regulatory requirement.
3. **Contractor will not co-mingle County's Biosolids.** Co-mingling of Biosolids refers to the application of County's Biosolids to a Land Application Site being used concurrently to apply Biosolids from source(s) other than the County.
4. Contractor will not utilize County's Biosolids to further prepare, derive a material from, nor co-mingle with solid wastes which are hazardous waste as defined by 40 CFR261.3.
5. When Contractor is required to prepare or submit notices, records, reports, and other necessary information to any Federal, State or local regulatory authority, landowner, lease holders, or any other party, then Contractor will

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also submit, at the time of each submittal, two copies of each to PCRWRD's representative identified in STC Section 42.

6. Contractor will provide a land application forecast which describes the land application activities planned for the next month. The forecast will identify the land application sites to be utilized for inclusion in the monthly report.

R. Direct Bulk Application Requirements and Restrictions

1. General Restriction

Contractor will incorporate the following additional restrictions to §503.11(a) in its Work: Biosolids may be applied to land used to grow food crops provided the harvested parts of the food crops grown do not touch the Biosolids/soil mixture and provided the harvest time restrictions of 40 CFR 503.32(b)(5) and R18-9-1009(A) are met.

2. General Requirements §503.12

Contractor must comply with the General Requirements stated in **§503.12(e) and (h)** as they are written. Contractor must comply with the General Requirements stated in **§503.12(b), (d), and (i)**, modified as follows:

- §503.12(b)** In addition to what is stated in **§503.12(b)** as written, determinations of Cumulative Pollutant Loading Rate will be revised a minimum of once every fourteen (14) days based upon the monitoring results of Biosolids applied or to be applied to the land application site.
- §503.12(d)** PCRWRD will provide Contractor written notification of the concentration of total nitrogen (as N on a dry solids basis) in the bulk Biosolids monthly on the basis of a one (1) day composite sample.
- §503.12(i)** Prior to Contractor's Initial Direct Bulk Application, Contractor will provide written notice to the permitting authority for the State of Arizona.
The notice will include:
- Location, by either street address or latitude and longitude, of the Land Application Site.
 - Name, address, telephone number, and AZPDES permit number of the personnel who performs the Direct Bulk Application.

3. Pollutant Limits §503.13, R18-9-1005

Contractor's Direct Bulk Application will only be to Agricultural Land, ranch lands or pastures, Forest, or a Reclamation Site, and will not exceed the cumulative pollutant loading rates for any pollutant listed in **§503.13(2)**, as listed on page 9099 in Vol 59, No.3B of the Federal Register, dated February 25, 1994.

Contractor will notify PCRWRD when the cumulative loading of the most limiting pollutant reaches 75% of its maximum allowable cumulative loading rate for each Land Application Site.

4. Management Practices

Contractor must comply with the Management Practices as stated in **§503.14(a), (b), (c) and (d)** as they are written and the corresponding provisions in **R18-9-1007**.

5. Operational Standards

Contractor must comply with the Operational Standards as stated in **§503.15**, and the corresponding provisions in **R18-9-1009**

a. Pathogens

Contractor will comply with the site restrictions in §503.32(b) (5) (v), (VI), (vii) and (viii) as written. Contractor will comply with the site restrictions in §503.32(b) (5) (iv), modified as follows:

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Feed crops and fiber crops will not be harvested for thirty (30) days after application of Biosolids.

b. Vector Attraction

Contractor will manage the Biosolids provided by the County in a manner that will not cause nor create a vector attraction in accordance with R18-9-1009(B).

6. Frequency of Monitoring

Contractor must comply with the frequency of monitoring as stated in §503.16, and the corresponding provisions in R18-9-1012. Specifically:

- a. Pollutants listed in Appendix II Nutrient and Inorganics Biosolids Analytical Data Summary will be measured at least once every fourteen (14) days.
- b. Determinations of Whole Biosolids Agronomic rate will be revised a minimum of once every thirty (30) days based in part upon the monitoring results of section §503.12(d) provided by County. If Contractor requires more frequent determination, then Contractor will obtain the necessary information to make the determination.
- c. Samples and analytical measurements which establish the cumulative pollutant loading rates, and demonstrate compliance will be in conformance with Monitoring Records and Special Requirements at a frequency stated in the Agreement.
- d. Contractor will record at least once every thirty (30) days the manner in which the Management Practices of §503.14 are being met.
- e. Contractor will record at least once every thirty (30) days the manner in which the site restrictions in §503.32(b) (5) are met. The record will also include the starting dates and duration of each site restriction.

7. Recordkeeping

Contractor will comply with the Recordkeeping requirements stated in §503.17(a) (5) (ii).

8. Reporting

- a. Contractor will furnish a monthly report to PCRWRD and must comply with the reporting requirements stated in §503.18. Monthly reports will be submitted to PCRWRD on or before the nineteenth day of the following month.
 1. Information to be reported monthly for each Land Application Site for all activities and events which occurred, will include, but not be limited to, the following:
 - i. Identification of each site in which activity occurred related to this Agreement during the reporting period.
 - ii. Name of the crop, planting date, harvest date, and its corresponding agronomic rate.
 - iii. Quantity of Biosolids applied during the reporting period. (including weigh ticket information)
 - iv. Whole Biosolids agronomic application rate applied during the reporting period.
 - v. Amount, by weight in kilograms per hectare (equivalent dry solids) of each Pollutant listed in §503.13(b) (2), R18-9-1005 Table 4 added during the reporting period.
 - vi. Cumulative pollutant loading rate of each pollutant listed in §503.13 (b) (2), AAC § R18-9-1005 Table 4.
 - vii. Percent of cumulative pollutant loading rate used to date per each pollutant listed in §503 (b) (2), AAC § R18-9-1005 Table 4.
 - viii. Date and time of each activity or event that occurred during the month.

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- ix. Description of how Contractor is maintaining compliance with their management practices.
 - x. Description of how the site restrictions have been and are being met.
 - xi. Test soil sample results taken.
 - xii. Contractor will report all instances of non-compliance at the time the monthly report is submitted.
2. Contractor will analyze Biosolids the following constituents concentrations twice every month and submit the results in the monthly report:
- i. Pollutants in the Biosolids listed in 40 CFR of §503.13, Table 2 in AAC § R18-9-1005.
 - ii. Aluminum, Boron, Calcium, Chloride, Iron, Magnesium, Manganese, Ammonia Nitrogen, Nitrite, Nitrate, Kjeldahl Nitrogen, pH, Phosphorus, Potassium, Total Solids, Silver, Sodium, Sulfur, and provide the results in monthly reports to PCRWRD including the amount of Biosolids land applied that month to each field, size and location of the field, dates of Biosolids application, cumulative pollutant loading, crop, agronomic rate, seeding and harvesting dates.
- b. Contractor will submit an annual Biosolids report to PCRWRD by January 19 of each year and to ADEQ by February 19 of each year for the period covering the previous calendar year. The report will include:
1. Amount of Biosolids generated during the reported year, in dry metric tons, and the amount accumulated from previous years
 2. Results of all pollutant monitoring required under 40 CFR §503, AAC § R18-9-10
 3. Description of pathogen reduction methods and vector attraction reduction methods §503.17 and AAC §§ R18-9-1006 and R18-9-1010
 4. names mailing addresses, and street addresses of personnel who received Biosolids for storage, further treatment, disposal in a municipal waste landfill, or for other use or disposal methods not covered above, and volumes delivered to each;
 5. Locations of Land Application Sites used that calendar year, size of each parcel applied to,
 6. Locations of Land Application Sites used that calendar year, size of each parcel applied to, owner of site, volumes applied to each site (dry metric tons/year), dates of Biosolids application, agronomic rates, seeding and harvesting dates, §503.13 table 3, AAC § R18-9-1005 Table 2, metal concentrations, certification of management practices in §503.14, AAC § R18-9-1013(B) and site restrictions in §503.32(b) (5), AAC § R18-9-1009.
 7. Invoice payments will not be processed until all reporting deadlines specified in the pertinent regulations and the Agreement are met.

Contractor will certify in the annual report that the Contractor's management practices, site restrictions, and any applicable vector attraction reduction requirements of 40 CFR §503 Subpart B have been met, and that the harvesting restrictions in effect for up to thirty-eight (38) months have been met.

S. Special Requirements

1. The Contractor will be responsible for the construction of all components of Contractor's systems and the proper maintenance throughout the life of the Agreement. All repair and replacement costs for these systems are the responsibility of the Contractor. All improvements placed on Pima County land will become the property of County at the end of the Agreement term at the option of County, otherwise the Contractor will remove all improvements at his expense within thirty (30) days of the expiration of the Agreement term.
2. Contractor will test soil samples for all the pollutants listed in Table 1 of §503.13 and AAC § R-18-9-1005 and provide the soil data report to County for:
 - a. Each of the land application sites before any land application;
 - b. Site when the Contractor discontinues the use of a site for land application; the Contractor will notify the County within thirty (30) days, and provide soil data to County within sixty (60) days of the notification.
 - c. Each of the land application sites at the end of the Agreement;

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- d. Site when the Contractor no longer has the right to apply Biosolids to the land application site under this Agreement; the Contractor will notify County within thirty (30) days, and provide soil data and analytical report to County within sixty (60) days of the notification.
3. PCRWRD may utilize the services of the Contractor in the form of weekly, daily or hourly water tanker or truck bed transport of wastewater solids or Biosolids. These services serve to haul wastewater solids and Biosolids for alternative disposal, alternative land application site(s) or for reuse as seed sludge for start-up of biological wastewater treatment process units elsewhere.
4. The Biosolids will not be landfilled, unless the Biosolids do not meet all regulatory requirements and PCRWRD directs the Contractor to dispose of the Biosolids at the landfill.
5. Composting is not allowed at the Regional Biosolids Management Facility.
6. It is in the County's interest to ensure that Biosolids from other sources do not contaminate or overload land application sites receiving County Biosolids. For that reason, Contractor is prohibited from applying biosolids (including agricultural wastes) from any other source to land application sites receiving County Biosolids during the term of this Agreement.
7. Contractor will not ship Biosolids outside the State of Arizona or to Indian lands, without written consent from the County. If shipped to Indian lands, the written consent of the governing entity of the Indian lands is required.
8. All Biosolids and Biosolids products generated by the County will be reused or disposed of in accordance with the applicable portions of: 40 CFR §503 and R18-9-1001, *et seq.*, for Biosolids that are land applied. Subpart B (land application) for Biosolids placed on land for the purpose of providing nutrients or conditioning the soil for crops or vegetation; 40 CFR 257 for all Biosolids disposal practices not covered under 40 CFR 258 or 503.
9. The Contractor will be responsible for assuring that all Biosolids and Biosolids products are used in or disposed of in accordance with 40 CFR §§ 257, 258, and 503, and A.A.C. § R18-9-1001, *et seq.*, whether the Contractor reuses or disposes of the Biosolids itself or transfers them to another party for reuse, or disposal. The Contractor is responsible for informing subsequent preparers, appliers, or disposers of the requirements they must meet under 40 CFR §§ 257, 258 and 503 and A.A.C. § R18-9-1001, *et seq.*
10. The Contractor will take all steps to:
 - Prevent or minimize any Biosolids use or disposal which has a likelihood of adversely affecting human health or the environment;
 - Prevent any Biosolids entering wetlands or other waters of the United States;
 - Prevent ground water contamination during the treatment, storage, and use or disposal of Biosolids;
 - Prevent a nuisance such as objectionable odors or flies during the treatment, storage, and use or disposal of Biosolids; and
 - Assure that haulers who transport Biosolids off site for treatment, reuse or disposal take all necessary measures to keep the Biosolids contained.
11. The Contractor will allow the authorized representatives of EPA, ADEQ and PCRWRD upon the presentation of credentials, to:
 - Enter upon all premises where Biosolids produced/treated by the Contractor are treated, stored, used, or disposed, either by the Contractor or by another party to whom the Contractor transfers the Biosolids for treatment, use, or disposal;
 - Have access to and copy any records that must be kept under the conditions of the Agreement or of 40 CFR § 503 and A.A.C. § R18-9-1001, *et seq.*, by the Contractor or by another party to whom the Contractor transfers the Biosolids for further treatment, use, or disposal;
 - Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations used in the Biosolids treatment, storage, use, or disposal by the Contractor or by another party to whom the Contractor transfers bulk Biosolids for treatment, use, or disposal.
12. Contractor must enter into a written Agreement with the land owner for the Biosolids application which should have the following provisions:

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- To allow County, Federal, State and local regulatory staff access to the land for the purposes of inspecting and obtaining samples from the site for testing;
- That the land owner will not allow Biosolids from sources other than PCRWRD during the term of the Agreement or until the final sampling;
- That the land owner may grow crops on the land during the term of the Agreement provided the harvested parts of the food crops grown do not touch the Biosolids/soil mixture and provided the harvest time restrictions of 40 CFR 503.32(b)(5) and R18-9-1009(A) are met; and
- That County has the right to enforce the applicable provisions of the Agreement as an involved third party.

13. Contractor's agreement with its subcontractor should have the following provisions:

- Require subcontractor to follow all County, Federal, State and local regulatory requirements including environmental protection;
- That County has the right to enforce the applicable provisions of the agreement as an involved third party; and
- That County has the right to inspect the work premises and equipment of subcontractor and Agreement related documents.

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EXHIBIT B

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)

1. OPENING:

Responses will be publicly opened and respondent's name, and if a Bid, the amount, will be read on the date and at the location defined in the *Invitation for Bids (IFB)* or *Request For Proposals (RFP)*. Proposals will be opened so as to avoid disclosure of the contents of any proposal to competing Bidders during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses will be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the County will enter into an agreement with the one that submitted the lowest responsive bid(s) that were determined responsible for supplying the services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

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

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

The Agreement will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding will in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

Final selection of the Contractor under this Agreement was made from among the responsive Bidders solely on a unit price basis. Contractor agrees that it will manage all Biosolids tendered to it by County. There is no guaranteed

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maximum or minimum amount of Biosolids to be tendered nor is there any guarantee regarding the split between Thickened and Cake Biosolids to be tendered.

10. PACKING:

No extra charges will be made for packaging or packing material. Contractor will be responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

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

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

12. SPECIFICATION CHANGES:

COUNTY will have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order will be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause will reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County reserves the right, without notice, to inspect and sample Biosolids and soil conditions at any location Contractor stores or disposes of County-generated Biosolids. County also reserves the right to inspect, without notice, all Contractor records regarding the storage or disposal of County-generated Biosolids.

14. SHIPPING TERMS:

Unless stated otherwise by the Agreement documents, Biosolids transportation terms are to be F.O.B. Origin. All shipping costs and transportation risk management costs are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the Agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event Contractor fails to perform the Services on a timely basis, County may provide notice to Contractor of County's intent to employ an alternative contractor to perform the Services. Following receipt of notification, Contractor will have three (3) calendar days to remedy its performance. Should the Contractor fail, neglect, or refuse immediately to do so, County will have the right to employ an alternative contractor to perform some or all of the Services and may declare Contractor in default of this Agreement provided, however, that if Contractor's failure to perform is the result of an act of god or an unreasonable act of the government, Contractor will not be in default. The rights and remedies of COUNTY provided above will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or

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supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it will be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded will be terminated and that person or entity will be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Agreement. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage will be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and will be transacted between the requesting party and Contractor. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor will hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Service under this Agreement. Contractor warrants that all products and services provided under this Agreement are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a Contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona will govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement will be brought in a court of the State of Arizona in Pima County. Contractor will, on an as-received basis, furnish County with all permits, licenses, and other regulatory approvals held by Contractor and necessary for the performance of the Work. Contractor will furnish County with all information necessary to enable County to obtain any permits it may require for the operation of its wastewater reclamation facilities and conveyance system.

Any changes in the governing laws, rules, and regulations during an agreement will apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor will not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval will not be unreasonably withheld.

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25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Agreements as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY will have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121, *et seq.*, and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121, *et seq.*, COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

30. NON-EXCLUSIVE:

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

31. PROTESTS:

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

32. TERMINATION:

COUNTY reserves the right to terminate any Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all sub-Contractor(s) of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Agreement will become the property of and be promptly delivered to the COUNTY. The Contractor will be entitled to receive just and

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equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 will apply.

33. INDEPENDENT CONTRACTOR:

The status of the Contractor will be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees will be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor will be solely responsible for program development and operation.

34. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this Agreement at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

35. COUNTERPARTS:

The Agreement awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart will be deemed an original, and together such counterparts will constitute one and the same instrument. For the purposes of the Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY will each be deemed an original and together will constitute a binding Agreement, if all other requirements for execution have been met.

36. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Agreement or Purchase Order, COUNTY will not be liable to Contractor or any third party by reason of such determination or by reason of the Agreement or Purchase order.

37. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

38. SUBCONTRACTOR:

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

39. SEVERABILITY:

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

40. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws.

COUNTY will have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting CONTRACTOR to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

41. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services, unless otherwise specified and agreed to in writing by Pima County, Contractor will treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor will either return all data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

42. NOTICE:

Any notice required or permitted to be given under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

If to County:

If to Contractor:

Director
Pima County Procurement Department
130 W. Congress
Tucson AZ 85701

Any document submittal required or permitted under this Agreement will be made in writing or by electronic transfer as follows (or at such other address as may be identified by a party in writing to the other party):

If to County:

If to Contractor:

Deputy Director, Treatment
Regional Wastewater Reclamation Dept.
Tres Rios WRF
7101 N Casa Grande Hwy.
Tucson AZ 85743-9577

END OF COUNTY STANDARD TERMS AND CONDITIONS

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EXHIBIT C

PERFORMANCE BOND (Example)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with
its principal offices in the City of _____, holding a certificate of authority to transact surety business in
Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are
held and firmly bound unto Pima County, Arizona, (hereinafter "Obligee"), in the sum of **\$756,000.00** for Biosolids
Management Services, for the payment of which sum, the Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

SOLICITATION NO. 189261 – BIOSOLIDS MANAGEMENT SERVICES

NOW, THEREFORE, if the Obligee will accept the proposal of the Principal and the Principal will enter into a
contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as
specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for
the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the
Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the
difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for
which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this
obligation is void. Otherwise, it remains in full force and effect.

Witness our hands this _____ day of _____, 20_____.

By: _____
Principal

By: _____
Surety

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COMPLIANCE HISTORY

Self-certified list of all non-compliance reports and notifications submitted to, and all non-compliance inquiries, notifications, citations, etc., received from, federal, state, or local authorities.

List all citations, notices of violation, show cause orders, and negative inspection findings related to Biosolids management received during the past five (5) years by Bidder and its affiliates. For each event listed, state steps taken by the Bidder to resolve the issue and the current status of any enforcement action taken against the Bidder (or affiliate) with respect to the listed event.

Notice of regulatory non-compliance received by Bidder or affiliate	Date of Notice and issuing agency	Steps taken to resolve	Current status of enforcement