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|  | **Salt River Commercial Landfill Company**  *an enterprise of the* **Salt River Pima-Maricopa Indian Community** |

**REQUEST FOR PROPOSALS**

Salt River Commercial Landfill Company (SRCLC)

4660 North Beeline Highway

Scottsdale, Arizona 85256

**SOLICITATION INFORMATION AND SCHEDULE**

|  |  |  |
| --- | --- | --- |
| Solicitation Title: | **Solid Waste and Recyclable Materials Hauling (2022)** | |
| Release Date: | **January 18, 2022** | |
| Pre-Submittal Conference  (non-mandatory): | **January 26, 2022**  **8:00 a.m.** (local-time, Maricopa County, Arizona)    8417 E. Union Hills Drive  Scottsdale, Arizona 85255 | |
| Final Date for Inquiries: | **February 15, 2022** | |
| Proposal Due Date and Time: | **March 1, 2022**  **4:00 p.m.** (local-time, Maricopa County, Arizona) | |
| Shortlist Announced for Oral Interviews  (if necessary): | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022** | |
| Oral Interviews (if necessary): | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022** | |
| Target Award Date: | **March 15, 2022** | |
| Anticipated Agreement Start Date: | **April 11, 2022** | |
| RFP Administrator: | Richard Allen | rallen@srlandfill.com  480-302-6473 |
| \* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the SRCLC’s sole discretion.  \*\* The SRCLC reserves the right to amend the solicitation schedule as necessary. | | |

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The Salt River Commercial Landfill Company (the “SRCLC”), an enterprise of the Salt River Pima-Maricopa Indian Community (“SRPMIC” or the “Community”), is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing professional contracting services consisting of Solid Waste and Recyclable Materials Hauling Services (the “Services”), as more particularly described in the Scope of Work attached to the sample Solid Waste and Recyclable Materials Hauling Agreement included in Section B of this RFP (the “Scope of Work”). In accordance with the SRPMIC’s Procurement Policy, the SRCLC will accept sealed Proposals for the Services specified in the Scope of Work.

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

A. Irregular or Non-responsive Proposals. The SRCLC may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the SRCLC to make a reasonable determination of compliance with the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the SRCLC’s Chief Executive Officer or his authorized designee, any of the following are true:

(1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.

(2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.

(3) Vendor cannot demonstrate financial stability.

(4) Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the SRCLC’s Chief Executive Officer or his authorized designee, are intended to mislead the SRCLC in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one PDF copy** of the Proposal, by email to rallen@srlandfill.com. The PDF copy must be in one electronic file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being deemed non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. A cover, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being deemed non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II below and the following:

(1) Cover letter signed by a person authorized to bind the Vendor. Proposals submitted without a cover letter signed by a person authorized to bind the Vendor may be determined non-responsive.

(2) Vendor Information Form, signed by a person authorized to bind the Vendor.

(3) References.

(4) Schedule, if required by the SRCLC prior to the submittal deadline.

(5) Resumes, Licenses and Certifications (if required for the Services).

(6) Fee Proposal, signed by a person authorized to bind the Vendor, in a separate electronic file attached to the same email as Vendor’s Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in Exhibit A to the sample Solid Waste and Recyclable Materials Hauling Agreement. A sample Fee Proposal is attached to the sample Solid Waste and Recyclable Materials Hauling Agreement as Exhibit B.

(7) Acknowledgment page, signed by a person authorized to bind the Vendor, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified.

E. Labeled Submittals. Proposals emails shall be clearly marked with the RFP title, **Solid Waste and Recyclable Materials Hauling (2022)**, in the subject line. A return address must also appear on the cover page of the sealed Proposal. The SRCLC is not responsible for the pre-opening of, post-opening of, or failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be submitted to [rallen@srlandfill.com](mailto:rallen@srlandfill.com). Cover letters shall be addressed to the following address: Chief Executive Officer, Salt River Commercial Landfill Company, 4660 North Beeline Highway, Scottsdale, Arizona 85256. Proposals must be received by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the SRCLC requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

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

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

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, via e-mail by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title, page and paragraph. However, the Vendor shall not place the RFP title in the subject line of an email containing questions, because such an email may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time. The subject line of an email containing questions should contain the word QUESTION[S], followed by the general topic to which the questions pertain. Any Vendor found to be communicating with any member of SRCLC staff about this solicitation shall be prohibited from submitting a Proposal, or if a Proposal is received, such Proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator in writing as described in Subsection 1.4(A) above. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the SRCLC’s website at https://www.saltriverlandfill.com. The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor’s Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the SRCLC’s requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the SRCLC at this conference. The SRCLC may issue a written addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum will result in the Proposal being rejected as non-responsive. It shall be the Vendor’s responsibility to check for addenda issued to this RFP. Any addendum issued by the SRCLC with respect to this RFP will be posted on the SRCLC’s website at https://www.saltriverlandfill.com.

1.6 Payment Requirements; Payment Discounts. Payment discounts will not be deducted from the Proposal Price in determining the low Proposal. The SRCLC shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Fee Schedule.

1.7 Federal Excise Tax; Transaction Privilege Tax. The SRCLC is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Reserved.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, Vendor shall include in the submission a statement advising the RFP Administrator of this fact and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the SRCLC CEO, or his authorized designee, makes a written determination. The SRCLC’s Chief Executive Officer or his authorized designee shall review the statement and information with SRCLC’s Attorney and shall determine in writing whether the information shall be withheld. If SRCLC’s Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona and take all steps necessary to be entitled to work within the SRPMIC’s jurisdiction. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

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

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of any applicable law, and shall comply with the Community’s employment and procurement preference policies, as reflected in Section IV (C) of the SRPMIC Procurement Policy and Section 17 of the Sample Solid Waste and Recyclable Materials Hauling Agreement.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a SRCLC or SRPMIC employee, officer or agent in connection with the submitted Proposal. It (including the Vendor’s employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including Tribal officials, Department Heads and other staff. All inquiries must be addressed to the SRCLC’s RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of an Agreement related to this Project.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Solid Waste and Recyclable Materials Hauling Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Solid Waste and Recyclable Materials Hauling Agreement including the Scope of Work and other Fee Schedule.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the SRCLC will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at or after the Due Date and Time designated on the cover page of this RFP, and in the presence of witnesses. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the SRCLC and best meets the overall needs of the SRCLC taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax shall not be a factor in determining the most advantageous Proposal. After the SRCLC has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the SRCLC reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the SRCLC.

C. Multiple Award. The SRCLC, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the SRCLC with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the SRCLC’s Solid Waste and Recyclable Materials Hauling Services Agreement in a form acceptable to the SRCLC Attorney. A sample of the Solid Waste and Recyclable Materials Hauling Services Agreement is included with this RFP. If the SRCLC is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the SRCLC may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Tribal Council approval may be required. The SRCLC reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the SRCLC expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the SRPMIC Procurement Policy.

G. Preference. Community Member/Native American preference, as defined in Section IV (C) of the SRPMIC Procurement Policy, shall apply in the award of this contract.

1.13 Offer. A Proposal is an offer to contract with the SRCLC based upon the terms, conditions and specifications contained in this RFP, the attached Solid Waste and Recyclable Materials Hauling Agreement, and the Vendor’s responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the SRCLC has approved, a Solid Waste and Recyclable Materials Hauling Services Agreement between the SRCLC and the Vendor in the form acceptable to SRCLC’s Attorney.

PART II. PROPOSAL Format; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. The Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award. Community Member/Native American preference, as defined in the SRPMIC Procurement Policy, shall apply in the award of this contract.

A. General Information - 5 pts.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor’s legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company’s behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor’s principal office and the local work office, if different. Include any documentation that supports the Vendor’s authority to provide services in Arizona.

(4) Provide a general description of the Vendor’s organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 30 pts.

(1) Provide a detailed description of the Vendor’s experience in providing similar services to municipalities or other entities of a similar size to the SRCLC, specifically relating experience with respect to Solid Waste and Recyclable Materials Hauling.

(2) Vendor must demonstrate successful completion of at least one similar project within the past 60 months. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget and “similar projects” resemble this project in size, nature and scope. Provide a list of organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

(a) Name of company or organization.

(b) Contact name.

(c) Contact address, telephone number and e-mail address.

(d) Type of services provided.

(e) Dates of contract initiation and expiration.

*These references will be checked*, and it is Vendor’s responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the SRCLC to verify references may result in the Proposal being considered non-responsive.

(3) Vendor must demonstrate the ability, capacity, equipment, expertise, and experience required to tow, operate, and maintain the SRCLC’s walking floor trailers, regardless of whether the Vendor chooses to describe an alternate approach to the Services pursuant to Section D (2).

(4) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor’s ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the SRCLC in its evaluation.

C. Key Positions - 5 pts.

(1) Identify each key personnel member that will render services to the SRCLC including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the SRCLC.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included. If Vendor will subcontract all or part of the Services, SRCLC reserves the right, at its own discretion, to require a payment bond in an amount determined by SRCLC.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 30 pts.

(1) Describe the Vendor’s approach to performing the required Services in the Scope of Work described in the Solid Waste and Recyclable Materials Hauling Agreement in Exhibit A, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff. In this description, the Vendor should rely on the following (non-exclusive) assumptions:

1. The Vendor will transport solid waste, green waste, and recyclables from the City of Scottsdale Transfer Station, located at 8417 E. Union Hills Drive, Scottsdale, Arizona (the “Transfer Station”) to the Salt River Landfill, located at 4660 N. Beeline Highway, Scottsdale, Arizona (the “Landfill”), and the materials recycling facility location at the Landfill or such other sites, including the Phoenix North Gateway Transfer Station, located at 30205 N. Black Canyon Hwy, Phoenix, AZ 85085, when directed to do so by the SRCLC.
2. The Vendor will be expected to haul the actual tonnage flow of the Transfer Station; therefore, the Vendor will be expected to scale its operations up or down, as necessary, based on the actual tonnage flow of the Transfer Station. The current average tonnage flow of the Transfer Station is approximately 2000 tons per week, as set out in the following table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Total Transfer Refuse & Recycle Tons/Day** | **Total Proposed Brush (Avg)** | **Total Proposed Comm/RO** | **TOTAL BY DAY** |
| **Monday** | 115.8 | 111.75 | 53.54 | 281.09 |
| **Tuesday** | 143.89 | 111.75 | 32.54 | 288.18 |
| **Wednesday** | 366.49 | 111.75 | 43.02 | 521.26 |
| **Thursday** | 345.23 | 111.75 | 38.65 | 495.63 |
| **Friday** | 290.8 | 111.75 | 44.82 | 447.37 |
| **Per Week** | **1262.21** | **558.75** | **212.57** | **2033.53** |

1. The Vendor will be expected to tow, operate, and maintain walking floor trailers owned by the SRCLC, which will be made available to the Vendor for the duration of the Services. [SRCLC may perform its own maintenance on the trailers, or assist the Vendor with maintenance. However, Vendor should be capable and willing to maintain the trailers without assistance.]

(2) Describe any alternate approach, including but not limited to the use of Vendor’s own trailers and tippers, that would best suit the needs of the SRCLC. Include rationale for any alternate approach, and indicate how the Vendor will ensure that all efforts are coordinated with the SRCLC’s representatives.

E. Pricing - 30 pts.

Vendor shall submit the Fee Proposal as described in Part I, Subsection 1.2(C)(6). The Fee Proposal must be provided in the format attached as Exhibit B of the Solid Waste and Recyclable Materials Hauling Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the SRCLC staff to determine (1) total labor hours, (2) key team member(s) proposed for each task and sub-task and (3) number of management, engineering, technical and support personnel hours proposed for the project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

**Total Possible Points for Proposal: 100**

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

**Oral Interview**

20 Experience and Qualifications of the Vendor

40 Key Positions

40 Project Approach

**100 Total Possible Points for Oral Interview**

**Total Points Possible for this RFP: 200**

PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Solid Waste and Recyclable Materials Hauling Agreement’s terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

ADDRESS TELEPHONE FAX #

CITY STATE ZIP DATE

WEB SITE: E-MAIL ADDRESS:

ARIZONA CORPORATION COMMISSION FILE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

Small Business Enterprise (SBE)

Minority Business Enterprise (MBE)

Disadvantaged Business Enterprise (DBE)

Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**SOLID WASTE AND RECYCLABLE MATERIALS**

**HAULING SERVICE AGREEMENT**

**BETWEEN**

**THE SALT RIVER COMMERCIAL LANDFILL COMPANY**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

THIS SOLID WASTE AND RECYCLABLE MATERIALS HAULING SERVICE AGREEMENT (this “Agreement”) is made as of December 31, 2021, by and between the Salt River Commercial Landfill Company (the “SRCLC”), a division of the Salt River Pima-Maricopa Indian Community (the “SRPMIC” or “Community”) and \_\_\_\_\_\_\_\_\_\_\_\_\_, an Arizona corporation (the “Contractor”).

RECITALS

1. The SRCLC issued a Request for Proposals (the “RFP”), a copy of which is attached hereto as Exhibit C and incorporated herein by reference, seeking proposals from vendors for professional contracting services consisting of the transportation of solid waste, green waste and recyclables, as more particularly described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference (the “Services”).
2. The Contractor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit D and incorporated herein by reference, and the SRCLC desires to enter into an Agreement with the Contractor for the Services.
3. The SRCLC and the Contractor desire to have the Services commence on January 1, 2022.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 31, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for one additional five-year term (a “Renewal Term”) if (i) it is deemed in the best interests of the SRCLC, subject to availability of funds for renewal in each subsequent period, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the SRCLC requests, in writing, to extend the Agreement for an additional five-year term and (iii) the SRCLC and the Contractor each approves the additional five-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the parties signatures thereon. The Initial Term and any Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Inspection, Safety and Compliance. Contractor must inform itself fully of the conditions relating to the Services and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Agreement. Insofar as possible the Contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Contractor affirms that it (A) has inspected the jobsite, (B) has thoroughly reviewed this Agreement and (C) is not relying on any opinions or representations of SRCLC.
4. Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said Safety Plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the project, (B) the work and materials and (C) other property at the project or adjacent thereto. Contractor shall designate a responsible person on the project whose duty shall be prevention of accidents.
5. Compensation.
   1. Base Rate. The SRCLC shall pay Contractor an amount for the Services (transporting) of solid waste, green waste and recyclables as set forth in the Fee Schedule, attached as Exhibit B (the “Base Rate”). The Base Rate shall be stated as a price per load for each fully-loaded SRCLC-supplied trailer; if Contractor uses its own trailers, the parties shall agree to the equivalent size of those trailers as compared to the SRCLC-supplied trailers and the Base Rate shall be adjusted accordingly.
   2. Alternate Site Adjustments. In the event that the SRCLC directs the Contractor to haul recyclables to an alternate location, any additional fuel and/or labor costs will be reimbursed, without markup, to the Contractor upon receipt and approval by SRCLC of invoices detailing any increased costs incurred by the Contractor due to the location of the alternate site.
6. Payments. The SRCLC shall pay the Contractor weekly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of loads hauled by type in sufficient detail to justify payment, as more particularly set forth in the Fee Schedule attached hereto as Exhibit B.
7. Documents. All documents prepared and submitted to the SRCLC pursuant to this Agreement shall be the property of the SRCLC.
8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.
9. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the SRCLC at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the SRCLC.
10. Licenses. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The SRCLC has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.
11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the SRCLC and board member, employee or agent thereof (the SRCLC and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Services of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor’s Services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
13. Insurance; Bonds.
    1. General.
       1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the SRCLC. Failure to maintain insurance as specified herein may result in termination of this Agreement at the SRCLC’s option.
       2. No Representation of Coverage Adequacy. By requiring insurance herein, SRCLC does not represent that coverage and limits will be adequate to protect Contractor. The SRCLC reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
       3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the SRCLC, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.
       4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the SRCLC, unless specified otherwise in this Agreement.
       5. Primary Insurance. Contractor’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the SRCLC as an Additional Insured.
       6. Claims Made.In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
       7. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the SRCLC, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
       8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the SRCLC. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
       9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the SRCLC and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
       10. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the SRCLC with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The SRCLC shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the SRCLC 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
14. The SRCLC, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
    1. Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.
    2. Auto Liability - Under ISO Form CA 20 48 or equivalent.
    3. Excess Liability - Follow Form to underlying insurance.
15. Contractor’s insurance shall be primary insurance with respect to performance of this Agreement.
16. All policies, except for Professional Liability (if required), including Workers’ Compensation, waive rights of recovery (subrogation) against SRCLC, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
17. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the SRCLC with the necessary endorsements to ensure SRCLC is provided the insurance coverage set forth in this Section.

* 1. Required Insurance Coverage.
     1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 0104 13 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the SRCLC, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
     2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $2,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the SRCLC, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
     3. Professional Liability. Intentionally omitted.
     4. Workers’ Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers’ compensation insurance, Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.
  2. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the SRCLC.
  3. Performance Bond. Intentionally Omitted.
  4. Payment Bond. Intentionally Omitted.

1. SRCLC Liability Limited; Sovereign Immunity.
   1. Limitation of Liability and Financial Obligations of the SRCLC.
      1. Liability Limited to Specific Assets. The SRCLC’s aggregate liability, obligation and financial exposure shall always remain limited solely and specifically to the assets of the SRCLC, obtained through the operation of the Salt River Landfill. Such liability, obligation and financial exposure shall never include or obligate any real property, personal property or accounts or any other assets of the Salt River Pima-Maricopa Indian Community, or any other SRPMIC Division, department, authority, enterprise, subdivision or entity. No liability, obligation, financial exposure or debt of the SRCLC shall extend to those assets transferred from the accounts or business of the SRCLC to the accounts of the SRPMIC or to amounts payable to the SRPMIC by the SRCLC.
      2. Obligations Limited. All obligations incurred in connection with the SRCLC shall be special obligations of the SRCLC payable solely from the assets of the SRCLC, separate and apart from the assets of the SRPMIC.
      3. Not General Obligations. The SRCLC’s obligations are not general obligations of the SRPMIC and are limited only to those assets of the SRCLC pertaining to this Agreement.
      4. No Claims Against SRPMIC. No claim for liability or any other payment obligation in relation to the activities of the SRCLC may be brought against the SRPMIC or the SRPMIC’s other assets or property, including those of other Divisions, departments, authorities, affiliates, enterprises, subdivisions or entities of the SRPMIC.
      5. Limited to Compensatory Damages. The SRCLC’s liability under this Agreement is expressly limited to actual compensatory damages and shall not include consequential, special or punitive damages.
   2. Dispute Resolution and Limited Waiver of Sovereign Immunity.
      1. Methods and Priorities. All disputes arising out of this Agreement must be addressed as set forth in this Section 14.2. The parties agree to try and resolve any dispute arising out of this Agreement first by informal meetings. If informal meetings fail to resolve the dispute, then the parties agree to try and resolve the dispute through mediation. If mediation is unsuccessful, then the parties agree that they shall resolve the dispute through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the “AAA”). In the event of a conflict between this Agreement and the AAA Rules, this Agreement shall govern.
      2. Mediation. The party desiring to initiate the mediation process shall give written notice to that effect to the other party and, in such written notice, include a brief statement of its claims. Within 10 days of the notice of intent to mediate, the parties shall meet for the purpose of attempting to jointly select a single mediator to serve in the matter. If the parties cannot agree on a single mediator, within five days of said meeting, the party initiating the mediation process shall provide the other party with notice of the name of one mediator. Within five days of receiving this notice, the other party to the dispute shall name one mediator and give written notice to the other party of its selection. The two selected mediators shall, within five days of selection of the second mediator, jointly select a third mediator who shall be the mediator. The mediation proceeding shall be held within 60 days of the appointment of the mediator and the mediator shall render his or her decision within 30 days after the conclusion of the mediation proceeding. If agreed to by the parties, any mediation conducted pursuant to this Section shall be final and binding upon the parties. The parties shall bear the cost of such mediation equally between them.
      3. Arbitration. In the event mediation fails, or the parties do not consent to the mediation being final and binding, the parties shall proceed to arbitration using the same selection process for the selection of an arbitrator as was used in selecting a mediator. The arbitration proceeding shall be held within 60 days of the selection of the arbitrator. The arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. Any arbitration conducted pursuant to this Section shall be final and binding upon the parties, provided that the arbitrator shall have no power to depart from or change any provisions of this Agreement or the applicable arbitration rules. The prevailing party in such arbitration shall be entitled to file the decision and award with the SRPMIC court or, where authorized by federal law, in the United States District Court in Phoenix, and have judgment rendered thereon in accordance with applicable law. The prevailing party shall be entitled to all costs incurred in connection with the arbitration proceeding, including its reasonable attorneys’ fees, the arbitrator’s fees, witness fees and other costs as determined by the arbitrator.
      4. General Considerations. The parties may stipulate in writing to extend or to shorten the time periods prescribed in this Section 14.2. All provisions of this Agreement not in dispute shall be observed and performed without interruption during the pendency of the procedures specified in this Section 14.2. By this Agreement, the SRPMIC does not waive, limit or modify its sovereign immunity from unconsented suit, except as specifically provided in this Agreement. The limited waiver of sovereign immunity contained in this Agreement shall be for the sole purpose of authorizing an arbitration proceeding as described above and to bring a judicial action in the SRPMIC court or, where authorized by federal law, in the United States District Court in Phoenix, for the enforcement of an arbitration decision (or failure to submit to arbitration, if applicable) authorized under and related to this Agreement. This limited waiver of sovereign immunity does not consent to or authorize a judicial action for damages against the SRPMIC, its divisions, departments, authority, enterprises, subdivisions or entities, other than the SRCLC, for any purpose other than the enforcement of arbitration decisions (which includes specific performance of the provisions of an arbitration decision).
2. Termination; Cancellation.
   1. For SRCLC’s Convenience. This Agreement is for the convenience of the SRCLC and, as such, may be terminated without cause after receipt by Contractor of written notice by the SRCLC. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.
   2. For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the SRCLC to the Contractor for the undisputed portion of its fee due as of the termination date.
   3. Due to Work Stoppage. This Agreement may be terminated by the SRCLC upon 30 days’ written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the SRCLC to the Contractor for the undisputed portion of its fee due as of the termination date.
   4. Conflict of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The SRCLC may cancel this Agreement without penalty or further obligations by the SRCLC or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the SRCLC or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of this Agreement with respect to the subject matter of this Agreement.
   5. Gratuities. The SRCLC may, by written notice to the Contractor, cancel this Agreement if it is found by the SRCLC that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the SRCLC for the purpose of securing this Agreement. In the event this Agreement is canceled by the SRCLC pursuant to this provision, the SRCLC shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.
3. Miscellaneous.
   1. Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the SRCLC. Contractor, its employees and subcontractors are not entitled to workers’ compensation benefits from the SRCLC. The SRCLC does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the SRCLC, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. SRCLC and Contractor do not intend to nor will they combine business operations under this Agreement. The Contractor is advised that taxes or Social Security payments will not be withheld from any SRCLC payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
   2. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services.
      1. Community Laws and Regulations. Contractor shall obtain all the necessary permits and licenses from the Salt River Pima-Maricopa Indian Community for work in its jurisdiction. The Contractor shall comply with all laws, rules, regulations and directives of the Community and other agencies of jurisdiction. It is the Contractor’s responsibility to ascertain the laws, rules and regulations of the Community.
      2. Other Public Authorities. The Contractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Services of this Agreement. The Contractor shall secure and pay for governmental fees and licenses necessary for proper execution and completion of the Contractor’s Services.
      3. Taxes. The Contractor shall comply with and pay any amounts owed under federal, state and local tax laws, social security acts, unemployment compensation acts and worker’s compensation acts insofar as applicable to the performance of this Agreement. State of Arizona Transaction Privilege Tax is not applicable for any materials purchased on the Salt River Pima-Maricopa Indian Community or ordered F.O.B. jobsite. The Community Tribal Sales Tax is waived for this project. Contractor must comply with all other tax laws relating to rental equipment, tools, or other products not directly incorporated into the work contemplated in relation to the Services.
      4. Contact Sources. The Tribal contacts office for labor relations, permits, license, and taxes are as follows:

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| Salt River Pima-Maricopa Indian Community 10005 East Osborn Road Scottsdale, Arizona 85256 | |
| Labor: | Human Resources Department (480) 362-7571 |
| Taxes: | Finance Department (480) 362-7493 |
| Business License: | Community Development Department (480) 362-7544 |
| Construction Permit/Haul Permit: | Engineering and Construction Services (480) 362-7900 |
| Irrigation Water Use Permit: | Engineering and Construction Services (480) 362-7900 |
| Domestic Water Use Permit: | Public Works Department (480) 850-8260 |

* + 1. Community Business License. Pursuant to Community Ordinance No. SRO 49-78, the Contractor, together with his subcontractors, shall obtain a business license to perform work within the Salt River Pima-Maricopa Indian Community.
  1. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the SRCLC and the Contractor.
  2. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
  3. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
  4. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Amended Agreement.
  5. Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the SRCLC signed by the SRCLC President and Chief Executive Officer and no delegation of any duty of Contractor shall be made without prior, written permission of the SRCLC signed by the SRCLC President and Chief Executive Officer. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.
  6. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services specified herein without the prior written approval of the SRCLC President and Chief Executive Officer. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
  7. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the SRCLC of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the SRCLC to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the SRCLC’s acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the SRCLC to insist upon the strict performance of this Agreement.
  8. Attorneys’ Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys’ fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgement.
  9. Liens. All materials or services shall be free of all liens and, if the SRCLC requests, a formal release of all liens shall be delivered to the SRCLC.
  10. Offset.
      1. Offset for Damages. In addition to all other remedies at law or equity, the SRCLC may offset from any money due to the Contractor any amounts Contractor owes to the SRCLC for damages that have been reduced to a judgement resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
      2. Offset for Delinquent Fees or Taxes. The SRCLC may offset from any money due to the Contractor any amounts Contractor owes to the SRCLC for delinquent fees, including any interest or penalties.
  11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the SRCLC: Salt River Commercial Landfill Company

4660 North Beeline Highway

Scottsdale, Arizona 85256

Attn: Richard Allen, CEO

With a copy to: Office of the General Counsel

Salt River Pima-Maricopa Indian Community

10005 East Osborn Road

Scottsdale, Arizona 85256

Attn: Michael Mainwold

With a copy to: GUST ROSENFELD, P.L.C.

One East Washington Street, Suite 1600

Phoenix, Arizona 85004-2327

Attn: Andrew McGuire

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:

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

* 1. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the SRCLC for the purpose of ensuring that information contained in its records or obtained from the SRCLC or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor’s duties under this Agreement. Persons requesting such information should be referred to the SRCLC. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.
  2. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, the Fee Schedule, the RFP and the Contractor’s Proposal, the documents shall govern in the order listed herein.
  3. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the SRCLC. The SRCLC reserves the right to obtain like goods and services from another source when necessary.
  4. Safety Precautions and Procedures.
     1. Standards; Reporting. The Contractor shall comply with all rules and regulations set forth by OSHA and similar agencies and shall exercise due diligence and care in regard to taking reasonable safety precautions with respect to performance of this Agreement. The Contractor shall comply with safety, drug and alcohol measures initiated by the Community and with laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property. The Contractor shall report to the Community, by 5:00PM of next business day, any injury to an employee or agent of the Contractor or subcontractors which occurred at the site.
     2. Hazardous Materials. Hazardous materials shall not be used at the site without prior written approval of the Community. “Hazardous Materials” means any substance:
        1. The presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.
        2. Which is or becomes defined as a “hazardous waste”, “hazardous substance”, pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.* (“RCRA”).
        3. Which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons.
        4. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.
        5. The presence of which on the site causes or threatens to cause a nuisance upon the site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the site.
        6. The presence of which on adjacent properties could constitute a trespass by the Contractor or the SRCLC.
     3. Drug Free Workplace. The Contractor shall maintain a drug and alcohol free work place and job site.
  5. Authority to Execute. The person executing this Agreement is duly authorized to do so and thereby bind Contractor hereto.

1. Employment and Procurement Preference. Without limiting other provisions of this Agreement, Operator acknowledges, understands and agrees that Chapter 17, Section 17-6(a) of SRPMIC’s Code of Ordinances requires that Operator comply with the Indian employment and procurement preference provisions of this Section 17. Generally (and without limiting said provisions), the following provisions impose requirements relating to: (i) hiring, promotion and training of qualified members of SRPMIC and qualified members of other federally recognized Indian tribes; (ii) buying materials, goods and services from business enterprises owned by or which are divisions of SRPMIC; and (iii) buying materials, goods and services from Certified Community Member-owned Businesses. Operator shall make its own independent investigation and inquiry as to any and all such employment and procurement preference matters and Operator’s compliance therewith in connection with its intended business operations to be conducted at the Landfill, as well as all other performance required by Operator under this Agreement.
   1. Employment Preference*.* Qualified members of SRPMIC and qualified members of other federally recognized Indian Tribes shall receive preferences in hiring and in all other aspects of employment, including without limitation promotions, in connection with Operator’s duties as contemplated by this Agreement.
      1. Purpose and Intent. The purpose and intent of the employment preference provisions of this Subsection 17(A) are that if there are two or more persons substantially equally qualified for a job opening, and one of such persons is a member of SRPMIC or of another federally recognized Indian tribe, the qualified person who is a member of SRPMIC, or of another federally recognized Indian tribe shall be selected. If no such qualified member of SRPMIC or another federally recognized Indian tribe has applied for the job opening, any other qualified person may be selected for employment. It is not the intent and purpose of this Subsection 17(A) to establish quotas. Further, Operator shall not be required to discharge existing employees in order to create job openings, it being the purpose and intent hereof that the employment preference provisions of this Subsection 17(A) apply only with respect to job openings and newly created positions.
      2. Notice of Job Openings. Operator shall notify the SRPMIC Jobs and Underfill Coordinator of the Human Resources Department of all job openings for which the position is permanently based or located within the Landfill. All required qualifications for such job openings shall also be reported to SRPMIC.
      3. Prior Notice for New Hires. Operator shall not employ or promote any person who is not a member of SRPMIC without giving the Community Jobs and Underfill Coordinator of the Human Resources Department of SRPMIC three business days’ prior written notice, together with the required qualifications for any open position, so that a qualified member of SRPMIC may be referred for employment or promotion.
      4. Reporting. Operator shall report on a quarterly basis the following employment information to the Community Jobs and Underfill Coordinator of the Human Resources Department of SRPMIC no later than January 15, April 15, July 15, and October 15 of each year in separate categories: (1) the initials of the employees who are designated a member of SRPMIC or of another federally recognized Indian tribe; (2) the employees’ title or position; (3) the total number of individuals who are employed by the organization (at the Landfill) segregated by pay grade; and (4) the number of promotions/demotions, job reclassifications, terminations, merit increases and the number of denied merit increases that occurred at the organization (at the Landfill) in the past quarter. Operator shall provide additional information, such as employee name and general wage information, upon official written request of the SRPMIC.
      5. Violations. In the event it is determined by the Director of the Human Resources Department of SRPMIC that Operator has committed a violation of a provision of Subsections 17.1, 17.2 or 17.3, such a violation shall not be considered a breach or default of this Lease unless it has been determined in a procedure under Section 14.2 hereof that the violation is part of a pattern or practice of such violations; rather, in such event, a fine, in an amount not to exceed $2,500.00 per occurrence, may be imposed upon Operator, which fine shall be paid to SRPMIC to support job training.

17.2 Procurement Preference. SRPMIC shall semi-annually notify Operator in writing of Certified Community Member-owned Businesses offering goods and/or services, including without limitation the providing of services of any kind with respect to the construction and operations of buildings, grounds or equipment, upon the Landfill. It shall thereafter be the policy of Operator in connection with its work at the Landfill that, prior to contracting with any business enterprise which is not a Certified Community Member-owned Businesses for services with respect to operation of the Gas Collection Systems, including without limitation the buildings, grounds or equipment, Operator shall give to the Community Development Department Director, Salt River Pima-Maricopa Indian Community, 10005 E. Osborn Road, Scottsdale, Arizona 85256 the same notice of contracting opportunity and required qualifications as is given by Operator in the ordinary course of business.

* + 1. Purpose and Intent. The purpose and intent of this subsection is to provide that if there are two or more substantially equally qualified bidders or contractors offering goods or services and one of such businesses is a Certified Community Member-owned Business, then the Certified Community Member-owned Business shall be selected. If no such Certified Community Member-owned Business has responded, any other qualified business may be selected for the providing of the good or service. It is not the intent and purpose of this Subsection 17.2 to establish quotas.
    2. Reporting. Operator shall report the following procurement information to the Community Development Department on January 1 and July 15 of each year designating the following: (1) the number of contracts awarded for goods and services, (2) the number of Certified Community Member-owned Businesses who bid on projects, including what category of goods or services these bids occurred in, and (3) the number of Certified Community Member-owned Businesses awarded a contract by the Operator.
    3. Violations. In the event it is determined by the Director of the Community Development Department that the Operator has committed a violation of a provision of this Subsection 17.2, such a violation shall not be considered a breach or default of this Agreement unless it has been determined in a procedure under Section 14.2 hereof that the violation is part of a pattern or practice of such violations; rather, in such event, a fine, in an amount not to exceed $2,500.00 per occurrence, may be imposed upon Operator, which fine shall be paid to SRPMIC to support job training and enterprise.

17.3 SRPMIC Supplier Preference. Operator agrees to specify and purchase, and require its contractors, subcontractors and material suppliers to specify and purchase, from Salt River Sand & Rock Company, Phoenix Cement Company, or other business enterprises owned by or which are divisions of SRPMIC as designated in writing by SRPMIC (“SRPMIC Suppliers”): (A) sand and gravel, (B) cement, (C) asphaltic paving materials, (D) fly ash, (E) concrete, and (F) landfill services, and such other goods and services which can be supplied by SRPMIC Suppliers as designated in writing by SRPMIC (referred to below in this Subsection 17.3 as the “product” and/or “services”) in connection with any improvements related to the Gas Collection Systems to the extent and on the condition that quantity, quality, specifications, cost and availability of the product available from SRPMIC Suppliers are equivalent to or better than those which are required by Operator and available from other suppliers. The contracts under which the product or services are purchased from SRPMIC Suppliers shall provide equivalent or better terms and conditions, including but not limited to bonds, penalties, and enforceability, as would be available in a contract for the purchase of equivalent product or services from other suppliers. In the event a SRPMIC Supplier fails to comply in all material respects with the terms and conditions of a contract for the sale of product or services entered into pursuant to this Subsection 17.3 and is so notified in writing by Operator or by Operator’s contractor or subcontractor specifying the lack of compliance, and fails to promptly thereafter cure said failure to comply, Operator’s contractor’s or subcontractor’s obligation to purchase product or services from said SRPMIC Supplier under said contract shall cease. Any dispute arising under this Subsection 17.3 shall be subject to binding arbitration under the provisions of Section 14.2 hereof. No single violation of this Subsection 17.3 shall be considered a breach or default of this Agreement, but shall be subject to a fine on a finding of liability by an arbitrator under the provisions of Section 14.2 hereof in an amount equal to 10% of the contract price but in no event more than $50,000.00 per contract, to be paid by Operator to SRPMIC to support job training.

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

“**SRCLC**” “**Contractor**”

SALT RIVER COMMERCIAL LANDFILL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

COMPANY, a division of the Salt River an Arizona corporation Pima-Maricopa Indian Community

Richard Allen, CEO

EXHIBIT A

TO

SOLID WASTE AND RECYCLABLE MATERIALS

HAULING SERVICE AGREEMENT

BETWEEN

THE SALT RIVER COMMERCIAL LANDFILL COMPANY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Scope of Work]

See following pages.

**SCOPE OF WORK**

1. **Scottsdale Transfer Station Hauling**

The SRCLC is in the business of accepting municipal solid waste, green waste and recyclables (collectively, the “Materials”) from the City of Scottsdale Transfer Station, located at 8417 E. Union Hills Drive, Scottsdale, Arizona. The SRCLC earns a “Tipping Fee” from the City of Scottsdale for the delivery of these Materials from the Scottsdale Transfer Station to the Salt River Landfill, located at 4660 N. Beeline Highway, Scottsdale, Arizona (the “Landfill”) or to an alternate location including the Phoenix North Gateway Transfer Station, located at 30205 N. Black Canyon Hwy, Phoenix, AZ 85085. Contractor shall provide the services outlined below in the manner set forth in the body of this Agreement.

1. **Hauling Services**

The Contractor will provide hauling services between the City of Scottsdale Transfer Station to the Landfill and the River Recycling location at the Landfill. The Contractor should anticipate transferring 50 – 55 loads per week. The Contractor may be directed to transport recyclable materials to an alternate River Recycling site (in Phoenix, AZ). If so, any additional fuel and/or Labor costs will be compensated upon receipt and approval of invoices detailing any increased costs to the Contractor for hauling recyclables to the alternate site.

1. **Provision of Tractors and Maintenance**

Contractor will provide tractors (Current level = six (6)) in good working order to pull transfer trailers supplied by SRCLC for its use in fulfilling this Agreement. Contractor shall be responsible for all maintenance of its own tractors.

1. **Provision of Trailers and Maintenance**

SRCLC will provide a sufficient number of trailers (Six (6) with one (1) spare) to the Contractor. Contractor shall maintain the provided trailers in good working order and will be responsible for the daily inspections and subsequent notification of preventive maintenance and needed repairs to SRCLC as set forth in subsection 3(A) below. SRCLC shall be responsible for periodic maintenance and the upkeep of the wear parts or items including tarps, straps, brackets, tires, mud flaps and other such equipment as reported by the Contractor. Additionally, SRCLC will be responsible to perform Scheduled Maintenance Services as set forth in subsection 3(B) below. These trailers are to be used only for the transport of solid waste, green waste and recyclables from the City of Scottsdale unless expressly authorized by the SRCLC CEO.

* 1. **Trailer Upkeep and Operation Maintenance**. The items listed below are the Contractor’s responsibility to check and report deficiencies:

Tire repair and necessary replacement

Maintain recommended tire pressure and tire tread depth Maintain, repair and replace tarps as needed

Maintain, repair and replace tie down straps as needed

Keep all brake and other safety lights in good working order Maintain quick couplers in good working order

Grease all required areas Drain air reservoir daily

Maintain, repair and replace mud flaps as needed

* 1. **Trailer Maintenance Service Schedule**. The services listed below are suggested maintenance service interval guides for keeping trailers in peak operating condition and are the responsibility of SRCLC:

EACH 5,000 MILES OR ONCE A MONTH

Check the kingpin and the upper coupler

Check the secondary and the parking brake system for proper operation Check the tires and wheels (torque the wheel nuts)

Check the axle fluid level. Add fluid if required. Check the wheel seal for leaks

Inflate tires to proper pressure

Inspect the brake system for leaks and damage Adjust the brakes

Visually check the axle alignment

Inspect the suspension

Inspect the splash guards

Check the body parts for wear or damage

Check the hydraulic system for damage or leaks

Check the tailgate operation for damage and alignment Lubricate the tailgate hinges and latch assembly

EACH 20,000 MILES OR SIX MONTHS

Inspect the brake drums and wheels

Inspect the brake lining and shoes

Inspect brake lines and hoses for deterioration

Test the brakes for action, side pull and synchronization

Test for air leaks in the entire air system

Drain the reservoirs

Inspect the U-bolts and torque to specification

Check the axle alignment

Check the springs, hangers and bushings

Inspect the kingpin for excessive wear

Clean the kingpin plate and inspect all of the welds

Inspect the hinges, cylinder mounting pins and tailgate latch assembly

Inspect the frame for wear, breakage and/or damage

NOTE: All maintenance periods are recommendations based on average operating conditions.

1. **Fuel Available**

Contractor may fuel its tractors at the Salt River Landfill. SRCLC will provide a 10,000 gallon tank of On-Road Diesel Fuel for the sole purpose of the Contractor. Payment for the use of this fuel will be through deduction from amounts to be paid to the Contractor. Fuel is delivered via tanker load and cost for fuel is passed through to the Contractor at the delivered price per gallon, therefore no fuel surcharge is acceptable.

1. **Government Rules**

All tractors provided by the Contractor will comply with all applicable government regulations and all Contractors’ drivers will provide SRCLC a current copy of their Commercial Driver’s License.

1. **Overnight Storage of Trailers**

Trailers may be stored overnight at the Scottsdale Transfer Station. Any/all stored trailers shall not contain any solid waste or green waste. In extraordinary circumstances only, trailers holding recyclables may be stored full. The Scottsdale Transfer Station opens at 6:00AM. Daily loading of trailers can vary based on seasonal needs and schedules by the City of Scottsdale. Typically the first trailer is loaded between 8:00AM and 8:30AM each day, Monday through Friday.

1. **Operating Personnel**

Contractor will provide sufficient personnel to operate the equipment to transfer solid waste, green waste and recyclables as required under this Agreement.

1. **Daily Operations**

Contractor will conduct its hauling operation to ensure that no solid waste, green waste or recyclables or loaded trailers will be stored at the Scottsdale Transfer Station at the close of its daily operation.

1. **Terms of Payment**

SRCLC will pay Contractor for each load of solid waste, green waste and recyclables delivered to the Salt River Landfill and River Recycling. The Contractor will provide SRCLC with a weekly invoice with a tonnage reading for each load of materials transferred under this Agreement. The tonnage reading must include:

A. Tractor Identification Number

B. Trailer Identification Number

C. Date and Time of Delivery

D. Gross Weight of the Vehicle as Loaded

E. Tare Weight of the Vehicle

* + 1. Net Weight of the Material
    2. Any Charge for Transporting the Load
    3. Total Number of Loads of Solid Waste, Green Waste and Recyclables
    4. Total of Categories (F) & (G) above

SRCLC will process invoice and deduct for fuel as provided in Section 4 above and adjust for other items as agreed to by both SRCLC and the Contractor. SRCLC will pay Contractor on a weekly basis as established by SRCLC. SRCLC and the Contractor may audit either party’s records, pertaining only to the loads delivered pursuant to this Agreement, with adequate notification.

EXHIBIT B

TO

SOLID WASTE AND RECYCLABLE MATERIALS

HAULING SERVICE AGREEMENT

BETWEEN

THE SALT RIVER COMMERCIAL LANDFILL COMPANY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Fee Schedule]

See following page.

**Fees for Services**

BASE RATE:

The Base Rate for loads hauled to the Salt River Landfill, located at 4660 N. Beeline Highway, Scottsdale, Arizona, is **$\_\_\_\_ per load**. The Base Rate shall be all-inclusive, and there shall be no fuel surcharge or other additional charges added thereto. The Base Rate shall be adjusted annually as set forth in Section 3.2 of this Agreement.

The Base Rate for loads hauled to the Phoenix North Gateway Transfer Station, located at 30205 N. Black Canyon Highway, Phoenix, Arizona, is **$\_\_\_\_ per load**. The Base Rate shall be all-inclusive, and there shall be no fuel surcharge or other additional charges added thereto. The Base Rate shall be adjusted annually as set forth in Section 3.2 of this Agreement.

INVOICES: The Contractor shall provide weekly invoices with tonnage reading for each load of materials transferred pursuant to this Agreement. The invoice/tonnage reading shall include, at a minimum, the following:

1. Tractor identification number
2. Trailer identification number
3. Date and time of delivery
4. Gross weight of the vehicle as loaded
5. Tare weight of the vehicle
6. Net weight of the load of material
7. Any charge for transporting said load
8. Total number of loads of solid waste and recyclables transferred
9. Totals of categories (5) and (6) above

EXHIBIT C

TO

SOLID WASTE AND RECYCLABLE MATERIALS

HAULING SERVICE AGREEMENT

BETWEEN

THE SALT RIVER COMMERCIAL LANDFILL COMPANY

AND

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[Request for Proposals]

See following pages.

EXHIBIT D

TO

SOLID WASTE AND RECYCLABLE MATERIALS

HAULING SERVICE AGREEMENT

BETWEEN

THE SALT RIVER COMMERCIAL LANDFILL COMPANY

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Proposal]

See following pages.