

**COLLECTION, PROCESSING, RECYCLING AND TRANSPORT OF WASTE MATERIALS  
FOR ARIZONA STATE UNIVERSITY CAMPUS LOCATIONS**

This Agreement is entered into as of April 10, 2015 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and SONORAN WASTE DISPOSAL CORPORATION INC. ("SWD").

**RECITALS**

1. University issued Request for Proposal 221502 ("RFP") dated October 28, 2014, for Collection, Processing, Recycling and Transport of Waste Materials. SWD responded to the RFP with its proposal dated December 15, 2014 ("Proposal").
2. ASU and SWD desire to enter into this Agreement for the purpose of hauling, processing and disposal of non-hazardous solid waste and recyclable services for all of ASU's campus locations.

**AGREEMENT TERMS**

**1. DURATION**

This Agreement will begin on May 1, 2015 and expire on April 30, 2017 for an initial two (2) year contract period. Thereafter the term may be extended by mutual written agreement for up to three (3) consecutive one (1) year periods. The potential maximum length of the Agreement is a total of five (5) years.

**2. SCOPE OF WORK**

**2.1. Service Specifications**

**2.1.1. Compactors and Containers**

- i. SWD will provide hauling and processing services to outdoor centralized compactors and bins for all of ASU's campus locations. The list of location, container and frequency is attached as **Exhibit A** and incorporated herein.
- ii. SWD will be required to supply and service front-load and roll-off containers, and service ASU-owned compactors and roll-offs.
- iii. All SWD-supplied containers (seasonal, term-of-contract, and for purchase) must be numbered, labeled with appropriate safety labels, and a determination of what type of material may be placed in the container. ASU Facilities Development and Management ("FDM") reserves the right to refuse any equipment that does not meet aesthetic or operational standards. SWD must be able to provide the following types of equipment within a reasonable time frame after contract award.
  1. Self-Contained Solar Compactors (15 to 35 yard capacity, visible gauges, security doors on hopper, 3-phase compaction) for purchase. Purchases are as-needed. Vendor will be required to install new compactors.
  2. Break-Away Solar Compactors (20 to 35 yard capacity, visible gauges, 3-phase compaction) for purchase. Purchases are as-needed. Vendor will be required to install new compactors.
  3. Open-Top Roll-Offs (ranging in size from 12 yard to 40 yard capacity) for temporary seasonal placement and placement for the term of the contract.
  4. Front-Load Containers (ranging in size from 2 yard to 10 yard capacity, with lids, wheeling when requested) for temporary seasonal placement and placement for the term of the contract.

- iv. FDM reserves the right to purchase any containers provided by SWD at a depreciated cost appropriate to the age of the container or compactor.
- v. Service locations added by FDM at any time within the contract period will fall under contracted pricing.
- vi. Containers or compactors custom-made for specific FDM locations will be purchased by FDM if the contract is terminated by FDM before the end of the contract period. FDM also reserves the right to purchase any containers or compactors at any point during the contract period or upon termination of the contract.
- vii. ASU purchases solid waste handling equipment as part of enterprise expansion and program improvements. SWD will provide competitive pricing for the containers and compactors listed 1.a.iv – vii, and other containers as deemed necessary by FDM.

**2.1.2 Compactor and Container Maintenance**

- i. SWD will be responsible for basic maintenance of all SWD and FDM owned compactors and containers, including normal breakage and wear. Basic maintenance includes seasonal PM of hydraulics and gauges on compactors, lid repair and replacement on front-load containers, and renewing signage.
- ii. SWD will be required to respond to repair requests within two (2) hours.
- iii. Major repairs or replacement of SWD-owned compactors and containers will be the responsibility of SWD. FDM will be responsible for the cost of repairs to FDM-owned compactors.
- iv. SWD will also be required to paint, sanitize, and re-label all compactors inside and out two (2) times a year as jointly scheduled by FDM and SWD upon contract award. SWD must also provide the cost to FDM for additional sanitation outside of the contracted yearly cleanings.

**2.1.3 Service Locations**

- i. SWD will be required to provide containers and service to ASU on-campus and affiliated off-campus sites.
- ii. Service includes all labor, vehicles, and containers necessary to pick up, dump, and return all compactors and containers. FDM may request additional containers or pick-ups at any time during to meet seasonal needs. All locations are fully accessible and container-ready.

**2.1.4 Vendor Equipment**

- i. Vehicles that will be used by SWD to provide any service to FDM must be clearly marked identifying SWD and the fleet vehicle number. SWD is responsible for maintaining a fleet of vehicles appropriate for handling the tonnage and container types.

**2.1.5 Service and Response**

- i. Hours of Operation: SWD must be able to service any FDM containers (compactors, open-top roll-offs, and front-load routes) between the hours of 2am and 5pm, Monday through Saturday.
- ii. Emergency and Holiday Response: SWD must be able to provide emergency services to any FDM containers 24-hours a day, seven days a week, 365 days a year.
- iii. On-Call Service: SWD will provide next-day service to on-call FDM containers, unless otherwise indicated at the time of call.
- iv. Service Time Restrictions/Flexibility: SWD must adhere to service time restrictions in noise-sensitive areas. SWD will provide seasonal off-hours services for large events.

**2.1.6 Communication**

- i. Dispatch: A contact number must be provided for scheduling services and repairs during regular business hours, 6am to 5pm, Monday through Saturday. An emergency dispatch number that is answered 24-hours a day, seven days a week, 365 days a year. Response to messages left by FDM representatives in regard to container services must be returned within one hour of message time.

Cool truck  
split container

- ii. Administration: A single SWD representative must be assigned to handle the FDM account. Contact information, including phone number and email address, will be supplied upon commencement of the contract period.

### **2.1.7 Reporting, Billing, and Payments**

- i. SWD will provide all reports, bills, and rebates by the 15th of the month following the service month.
- ii. FDM will accept only one monthly bill for each Campus for all services rendered at that Campus. In an effort to reduce paper waste all bills must be emailed.
- iii. Front-load volume-to-weight conversion will be determined jointly by FDM and SWD.
- iv. SWD will supply the following information on monthly bills: service location names and account numbers, tonnages, detailed charges for service at each location, and totaled charges/rebates.
- v. SWD will supply the following information on a separate monthly report: campus, segment, number of service instances, tonnage, material type, and percent contamination when applicable.
- vi. SWD will supply weight slips and specific service details upon request by FDM.

## **2.2 Solid Waste Management**

- 2.2.1 ASU currently separates recycled solid waste into twenty-seven different streams. Materials are removed from various containers inside and outside of buildings to outdoor centralized compactors and bins.

### **2.2.2 Primary Recycling**

- i. SWD will be initially responsible for hauling and processing seven continuous streams – commingled recycling, cardboard, wood, C&D, scrap metal, drywall, and food waste. SWD will also haul seasonal or occasional streams such as palm trimmings, clean soil, mixed rigid plastics, and up-graded mixed paper streams.
- ii. Recycling Grades: The following describes the continuous and seasonal streams that will be hauled and processed by SWD:
  - 1. Comingled Recycling:
    - a. See attached **Exhibit B** and incorporated herein..
    - b. Sorting and marketing of materials.
    - c. Vendors utilizing local and domestic end-markets will be favored.
  - 2. Mixed Paper: Soft mix paper grades including, but not exclusively, newspaper, paperboard, cardboard, white and colored ledger, glossy paper, junk mail, magazines, phonebooks, and kraft paper.
  - 3. Mixed Rigid Plastics: large/bulky plastics #1 through #7.
  - 4. Cardboard: Clean compacted OCC.
  - 5. Wood: Treated and untreated wood including, but not limited to, pallets, carpentry trim, large tree trim, root balls, and particle/pressboard.
  - 6. C&D: Construction and demolition waste including, but not limited to, brick, block, other types of masonry, concrete, rock, and asphalt.
  - 7. Scrap Metal: Includes mixed ferrous and non-ferrous metals.
  - 8. Drywall: Includes cement board and fire resistant board.
  - 9. Palm Fronds: Trim from 2000+ palm trees trimmed yearly
  - 10. Food Waste:
    - a. Includes meat, bone, dairy, BPI-certified disposables including compostable plastics, non-certified papers such as napkins and paper towels, and waxy cardboard.

*Relation*

- b. Sorting and processing of materials. Vendors utilizing the Environmental Protection Agency Food Recovery Hierarchy for managing materials will be favored.
- c. SWD will provide off-site sorting services for minor contamination (<20%).

**2.2.3 Special/Seasonal Waste Streams in conjunction with FDM, SWD will aid in managing several specialty and seasonal streams**

1. Residence Hall Donatable Items (Ditch the Dumpster): Local non-profit organizations place donation boxes and provide end-of-year collections and recycling opportunities.
2. Sports balls: tennis balls, golf balls, and other sports balls.
3. Lab glass: decontaminated heat-resistant glass generated through lab activities
4. E-Waste: small and large electronics, media, toner cartridges, peripherals, white goods.
5. Packing materials: Packing peanuts, soft plastic pillows and bags, foam wrapping, and shrink wrap.
6. Polystyrene: Block #6 EPS.
7. Pallets: All sizes.
8. Shredded paper
9. Banners: vinyl, polyester, and other banners.
10. Shoes
11. Spent writing instruments
12. Snack wrappers
13. Mattresses
14. Soft plastics

**2.2.4 Anticipated Tonnage**

- i. Trash: ASU enterprise produces an estimated 11,000 tons of waste per year.
- ii. Recycling: ASU currently produces an estimated 3200 total tons of recycling per year, an estimated 1900 tons of which will be directly handled by SWD.
  1. 1300 tons of comingled recycling
  2. 85 tons of mixed to high-grade paper
  3. 100 tons of compostable food waste
  4. 200 tons of cardboard
  5. 140 tons of wood
  6. 30 tons of inert
  7. 4 tons of drywall
  8. 80 tons of mixed scrap metal.

**2.2.5 Contamination:** Allowable contamination will follow ISRI standards for total out-throws on all pre-sort graded streams, unless otherwise noted. Rejected loads must be reported to FDM within 24 hours of rejection. SWD must supply a picture of the rejected load and provide details on the types of contamination contributing to rejection. FDM reserves the right to contest load rejection.

**2.2.6** FDM may adjust/add recycled grades/streams at any point during the contract period to meet campus needs.

**2.2.7** SWD will provide recycling rebates, when applicable, for recycled materials. Payment must take the form of a monthly rebate amount, separate from the monthly cost of service, equal to the percentage of high-side Yellow Sheet for materials recycled offered and/or a floor price where applicable.

**2.3 Value Added Services**

**2.3.1** Demonstration of active reduction of SWD carbon footprint, such as, but not limited to:

- i. Biodiesel or alternative fuel fleet;
  - ii. Use of alternative energy and energy use reduction practices;
  - iii. Use of grey-water and water use reduction practices;
  - iv. Use of an Environmentally Preferable Purchasing (EPP) program;
  - v. Land management and wildlife protection programs.
- 2.3.2** Demonstration of SWD support of Arizona communities, such as, but not limited to:
- i. Use of local markets;
  - ii. Investment in and support of development of innovative, local waste management infrastructure solutions;
  - iii. Waste education programs;
  - iv. Charitable giving programs.
- 2.3.3** Plan of support for ASU community, such as, but not limited to:
- i. Facilitated collaboration with ASU researchers on development of new technologies and methodologies;
  - ii. Paid and unpaid internship opportunities for ASU students;
  - iii. Communications support including signage, marketing items, and training materials;
  - iv. Educational tours of SWD and partner facilities;
  - v. Participation in ASU job fairs;
  - vi. Support of zero waste-related student and staff activities, such as student organization or staff council event sponsorship;
- 2.3.4** SWD will support twice-yearly focused waste assessments.
- 2.3.5** Demonstration of SWD ability to provide system information management to support "dashboarding" and waste reduction modelling
- 2.3.6** Remote compactor monitoring systems and automated service scheduling
- 2.3.7** Provide a yearly supply of indoor collection bins for Residence Halls and Student Centers.

**2.4** The scope of work also includes all services identified in the Service Level Agreement ("SLA") attached hereto as **Exhibit C** and incorporated herein.

### **3. UNIVERSITY TERMS AND CONDITIONS**

**3.1. PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. ASU's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to ASU's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. ASU may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.

- 3.2. REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. ASU and SWD shall have all remedies afforded each by said law.
- 3.3. FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 3.4. ANTI-KICKBACK.** In compliance with FAR 52.203-7, ASU has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.
- 3.5. GRATUITIES.** ASU may, by written notice to SWD, cancel this Agreement if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by SWD, or any agent or representative of SWD, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by SWD in providing such gratuities.
- 3.6. MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 3.7. CONFIDENTIALITY.** ASU is a public institution and, as such, is subject to A.R.S. §§ 39-121 through 39-127 (Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127)) regarding public records. Accordingly, notwithstanding any other provision of this Contract to the contrary, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.
- 3.8. ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by SWD without the written permission of ASU. Any attempted assignment or delegation by SWD shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 3.9. ARBITRATION IN SUPERIOR COURT.** In the event of litigation, as required by A.R.S. § 12-1518 (Section 12-1518 of the Arizona Revised Statutes), the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133 (Section 12-133).
- 3.10. INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

- 3.11. EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.
- 3.12. TERMINATION FOR DEFAULT.** In the event that SWD shall fail to maintain or keep in force any of the terms and conditions of this Agreement, ASU may notify SWD in writing of such failure and demand that the same be remedied within 10 days. Should SWD fail to remedy the same within said period, ASU shall then have the right to terminate this Agreement.
- 3.13. NO WAIVER.** No waiver by ASU of any breach of the provisions of this Agreement by SWD shall in any way be construed to be a waiver of any future breach or bar ASU's right to insist on strict performance of the provisions of the Agreement.
- 3.14. TERMINATION.** ASU may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. ASU shall pay SWD as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by SWD as approved by ASU, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.
- 3.15. CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ASU is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- 3.16. LABOR DISPUTES.** SWD shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under this Agreement.
- 3.17. CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.
- 3.18. CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State ASU in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. SWD shall be notified in writing of such non-appropriation at the earliest opportunity.
- 3.19. ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, SWD hereby assigns to the Arizona Board of Regents for and on behalf of ASU any and all claims for such overcharges.
- 3.20. INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State ASU or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State ASU, or such other location as designated by Arizona State University, upon reasonable notice to SWD.

- 3.21. INSOLVENCY.** ASU shall have the right to terminate this Agreement at any time in the event SWD files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against SWD and not discharged within thirty (30) days; or if SWD becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for SWD or its business.
- 3.22. ADVERTISING.** SWD agrees that it will not use Arizona State University or any of its names or trademarks in any SWD advertising.
- 3.23. INDEMNIFICATION LIMITATION.** ASU is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 (Sections 35-154) and 41-621 (41-621 of the Arizona Revised Statutes). Therefore, notwithstanding any other provision of this Contract to the contrary, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.
- 3.24. INDEMNIFICATION.** SWD shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SWD or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such SWD to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SWD from and against any and all claims. It is agreed that SWD will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, SWD agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by SWD for the State of Arizona.
- 3.25. NON-DISCRIMINATION.** SWD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 3.26. WARRANTIES.** SWD represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by SWD and personnel employed by SWD reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) SWD will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local



laws in the performance of its obligations hereunder; (iii) SWD's performance under the contract will not result in a breach of any other agreement to which SWD is a party; (iv) all Contract IP will be original creations, and will not infringe upon or violate any Intellectual Property of any third parties; (v); any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any Deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by SWD; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

**3.27. INTELLECTUAL PROPERTY OWNERSHIP.** All Intellectual Property that SWD or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including ASU, pursuant to or in connection with the contract ("**Contract IP**"), will be owned by ASU, and where applicable, all copyrightable works will be considered "**Work Made for Hire**" under the U.S. Copyright Act, 17 U.S.C. § 101, *et seq.* To the extent that any Contract IP is not, by operation of law, considered work made for hire for ASU (or if ownership of all rights therein does not otherwise vest exclusively in ASU), SWD hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to ASU all right, title and interest to all Contract IP. "**Intellectual Property**" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. SWD will make full and prompt disclosure of the Contract IP to ASU. During and after the term hereof, SWD will, and will cause its employees, contractors, subcontractors or agents, on request of ASU, to do such acts, and sign, and deliver all such instruments requested by ASU to vest in ASU the entire right, title and interest to the Contract IP, and to enable ASU to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at ASU's cost and expense, to cooperate with ASU in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.

**3.28. CONTRACTOR'S INTELLECTUAL PROPERTY OWNERSHIP RIGHTS.** SWD will retain ownership of its pre-existing Intellectual Property, including any pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that SWD will inform ASU in writing before incorporating any pre-existing Intellectual Property into any Contract IP. SWD hereby grants ASU a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to ASU in the course of performing the Services or providing the Deliverables.

**3.29. DATA OWNERSHIP.** ASU will own all data and information that ASU provides to SWD, as well as all data managed by SWD on behalf of ASU, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by SWD, as well as all data collected, extracted, or received through ASU's or SWD's use of the Services or Deliverables (collectively, the "**ASU Data**"). ASU Data will be considered ASU Confidential Information, as defined below. SWD will not use, access, disclose, monetize, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except, in each case, as authorized in writing by ASU. Without limiting the generality of the foregoing, SWD may not use any ASU Data, whether or not aggregated or de-identified, in any written materials, or for the provision of services to other customers, white papers, product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent.

**3.30. NONDISCLOSURE AND TRADE SECRETS.** SWD may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, ASU Data, as well as confidential information of ASU necessary to perform the Services and/or provide the Deliverables (collectively, "ASU Confidential Information"). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to SWD with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between SWD and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, SWD will not reproduce or otherwise use any of ASU Confidential Information except in the performance of the Services or the provision of the Deliverables, and will not disclose any of ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU's prior written consent. Upon termination of the contract, SWD will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in SWD's possession or under SWD's control. In addition, SWD will not disclose or otherwise make available to ASU any confidential information of SWD or received by SWD from any third party.

SWD will have no obligation to maintain as confidential any ASU Confidential Information (other than ASU Data) that SWD can show: (i) was already lawfully in the possession of or known by SWD before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by SWD from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by SWD.

**3.31. AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT.** SWD will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

All electronic and information technology and products and services to be used by ASU faculty/staff, students, program participants, or other ASU constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

**A. Electronic and Information Technology.** Any acquisition considered electronic and information technology ("EIT") as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template (VPAT) so that ASU may ascertain conformance. Proposals without a completed VPAT may be disqualified from competition.

EIT is information technology (IT) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

- telecommunication products, such as telephones;
- information kiosks and transaction machines;
- World Wide Web sites;
- software;

- multimedia (including videotapes); and
- office equipment, such as copiers and fax machines.

ASU reserves the right to perform real-world testing of a product or service to validate contractor claims regarding Section 508 conformance. To facilitate testing contractor will, upon request, provide ASU with access to the product being considered for purchase for a period of at least 30 calendar days.

- B. **Services and Products.** An accessible *service or product* is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

Services provided include, but are not limited to:

- education and training;
- cultural and athletic events;
- vehicle rentals
- event space and lodging; and parking and transportation.

Products include, but are not limited to:

- office equipment;
- office and classroom furniture; and
- kiosks

**3.32. PARKING.** SWD shall obtain all parking permits and/or decals required while performing work on ASU premises. SWD should contact Parking and Transit, <http://cfo.asu.edu/pts>.

**3.33. TOBACCO FREE.** ASU recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning Aug. 1, 2013, tobacco will be prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the university. For additional information, go to <https://eoss.asu.edu/tobaccofree>.

**3.34. CAMPUS DELIVERIES AND MALL ACCESS.** Vendors and contractors should familiarize themselves with ASU parking, campus delivery options and loading zones. Not all campus buildings are directly accessible and some require contractors to unload at lots or loading areas that may not be directly adjacent to the delivery or work location. As a result SWDs and contractors must then transport goods by using electric style golf carts, dolly or other manual device across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for SWD vehicles and carts. Walk-Only Zones prohibit access to all wheeled traffic during enforcement time and deliveries or work requiring vehicular or cart access may need to be arranged outside of the restricted hours. For details about parking permits, vendor permits, loading zones, mall access, and pedestrian mall restrictions, visit [parking.asu.edu](http://parking.asu.edu). For additional information, go to <http://walk.asu.edu/>.

**3.35. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** SWDs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**3.36. DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.arnet.gov>.

**3.37. INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of SWD, SWD shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below. **Minimum requirements are subject to change based on scope of work and contract awarded.**

SWD and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, 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 SWD, his agents, representatives, employees or subcontractors.

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

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** SWD shall provide coverage with limits of liability not less than those stated below.

**The policy shall be endorsed to include coverage for sexual abuse and molestation.**

**1. Commercial General Liability – Occurrence Form**

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

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its

**officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of SWD".**

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of SWD.

**2. Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of SWD, involving automobiles owned, leased, hired or borrowed by SWD."**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of SWD.

**3. Worker's Compensation and Employers' Liability**

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

- 1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of SWD.
- 2) This requirement shall not apply to: Separately, EACH SWD or subcontractor exempt under A.R.S. 23-901, AND when such SWD or subcontractors executes the appropriate waiver (Sole Proprietor/Independent SWD) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. SWD's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. Coverage provided by SWD shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State University, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287 and shall be sent by certified mail, return receipt requested.

**D. VERIFICATION OF COVERAGE:** SWD shall furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Arizona State ASU, Purchasing and Business Services, PO Box 875212, Tempe, Arizona 85287. ASU project/contract number and project description shall be noted on the certificate of insurance. ASU reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**3.38. SALES AND USE TAX.** SWD agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. SWD further agrees to indemnify and save harmless ASU, of and from any and all claims and demands made against it by virtue of the failure of the SWD or any subcontractor to comply with the provisions of any or all said laws and amendments. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.

**3.39. AUTHORIZED PRESENCE REQUIREMENTS.** As required by A.R.S. § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Entity warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of the foregoing warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of the Contract. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.

**3.40. PERSONNEL.** Employees of SWD assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of ASU.

**3.41. NONDISCLOSURE AND TRADE SECRETS.** SWD may receive (or has received) from ASU and otherwise be exposed to confidential and proprietary information relating to ASU's business practices, strategies, and technologies, ASU Data, as well as confidential information of ASU necessary to perform the Services and/or provide the Deliverables (collectively, "ASU Confidential Information"). ASU Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to SWD with the legend "ASU Confidential and Proprietary," or other designations of confidentiality. As between SWD and ASU, ASU Confidential Information is the sole, exclusive, and valuable property of ASU. Accordingly, SWD will not reproduce or otherwise use any of ASU Confidential Information except in the performance of the Services or the provision of

the Deliverables, and will not disclose any of ASU Confidential Information in any form to any third party, either during or after the Term, except with ASU's prior written consent. Upon termination of the contract, SWD will cease using, and will return to ASU, all originals and all copies of ASU Confidential Information, in all forms and media, in SWD's possession or under SWD's control. In addition, SWD will not disclose or otherwise make available to ASU any confidential information of SWD or received by SWD from any third party.

SWD will have no obligation to maintain as confidential any ASU Confidential Information (other than ASU Data) that SWD can show: (i) was already lawfully in the possession of or known by SWD before receipt from ASU; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by SWD from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to ASU sufficient to allow ASU to contest such order; or (v) is approved in writing by ASU for release or other use by SWD.

- 3.42. UNIVERSITY WEAPONS POLICY.** ASU prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the university or its affiliated or related entities, in all university residential facilities (whether managed by the university or another entity), in all university vehicles, and at all university or university-affiliate sponsored events and activities, except as provided in § 12-781 of the *Arizona Revised Statutes* or unless written permission is given by ASU Police Department (ASU PD). Notification by contractors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of contractor (SWD Parties) of this policy is a condition and requirement of the contract. SWD further agrees to enforce this contractual requirement against all SWD Parties.
- 3.43. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 3.44. PRICE ADJUSTMENT.** Price increases will normally only be considered at the end of one contract period and the beginning of another. All price decreases will be implemented immediately and ASU will be advised. SWD will notify ASU at least 60 days before the end of the contract period of any price increases. Price increase requests shall be supported by evidence of increased costs to SWD. ASU will not approve price increases that will merely increase the gross profitability of SWD at the expense of ASU. Price change requests shall be a factor in the contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.
- 3.45.** SWD will work within ASU asbestos remediation guidelines and execute Lead Safe work practices and adherence to Asbestos Precautions when working on any materials either removed, sanded, grinded, or disturbed. ASU requires that SWD complete and submit the Service Provider Acknowledgement attached hereto as **Exhibit D** and incorporated herein.

#### **4. AGREEMENT**

- 4.1** This Agreement incorporates both ASU's RFP 221502 and SWD's response by reference. In the event of any discrepancies between this Agreement, ASU's RFP 221502, and SWD's response thereto, this



Agreement and then ASU's RFP 221502 shall govern. In the event of any discrepancies between the terms and conditions of this Agreement and any exhibits and/or attachments hereto, the terms and conditions of this Agreement shall govern

4.2 The Proposal Certifications submitted with SWD's proposal are incorporated by reference into this Agreement.

4.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

4.4 The individual signing below on behalf of each party hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon such party in accordance with its terms.

THE ARIZONA BOARD OF REGENTS  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY

By: [Signature]

Printed: Stacie Malachuk

Title: Asst. Dir. Purchasing

Date: 4/14/15

SONORAN WASTE DISPOSAL CORPORATION INC.

By: [Signature]

Printed: David Hertbes

Title: President

Date: 4/13/2015



Exhibit A

<b>Tempe</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Adelphi Commons	Trash	8 yd FL	Vendor	Daily
Adelphi Commons	Recycle	8 yd FL	Vendor	MTWRF
Adelphi Commons	Trash	6 yd FL	Vendor	MTWRF
Anthropology	Comingle	30 yd RO	ASU	On Call
Art Building	Trash	25 yd RO	ASU	On Call
Art Warehouse	Trash	25 yd RO	ASU	On Call
Barrett	Organics	2 yd FL	Vendor	On Call
Barrett	Comingle	34 yd Compactor	ASU	On Call
Barrett	Trash	34 yd Compactor	ASU	On Call
Biodesign Institute	Trash	30 yd Compactor	ASU	On Call
Biodesign Institute	Trash	25 yd RO	ASU	On Call
Biodesign Institute	Comingle	30 yd Compactor	ASU	On Call
Boneyard	Organics	6 yd FL	Vendor	On Call
Boneyard	Metal	25 yd RO	ASU	On Call
Boneyard	Comingle	30 yd RO	ASU	On Call
Boneyard	Trash	25 yd RO	ASU	On Call
Boneyard	Wood	25 yd RO	ASU	On Call
Bookstore	Trash	20 yd Compactor	ASU	On Call
Carpenter Shop	Trash	6 yd FL	Vendor	MTWRF
College Avenue Commons	Trash	34 yd compactor	ASU	On Call
College Avenue Commons	Comingle	34 yd compactor	ASU	On Call
Irish Best Hall	Trash	32 yd Compactor	ASU	On Call
Ceramics	Trash	8 yd FL	Vendor	On Call
Cholla Hall	Trash	32 yd Compactor	ASU	On Call
Cholla Hall	Comingle	30 yd RO	ASU	On Call
Engineering	Trash	34 yd Compactor	ASU	On Call
Fine Arts Center	Comingle	34 yd RO	ASU	On Call
Gammage	Comingle	8 yd FL	Vendor	MWF
Gammage	Trash	6 yd VIP	ASU	MWF
Hassayampa	Organics	2 yd FL	Vendor	MWF
Hassayampa 1A	Trash	15 yd Compactor	ASU	On Call
Hassayampa 1B	Comingle	15 yd Compactor	ASU	On Call
Hassayampa 2A	Trash	34 yd Compactor	ASU	On Call
Hassayampa 2B	Trash	6 yd VIP	ASU	MTWRF
Hassayampa 2C	Comingle	6 yd VIP	ASU	MTWRF
ISTB 4	Trash	20 yd Compactor	ASU	On Call
ISTB 4	Comingle	25 yd Compactor	ASU	On Call
Irish Best Hall	Comingle	20 yd Compactor	ASU	On Call

Law College	Comingle	32 yd Compactor	ASU	On Call
Life Sciences Center	Trash	32 yd Compactor	ASU	On Call
Matthews Center	Trash	15 yd Compactor	ASU	On Call
McCord Hall	Trash	34 yr Compactor	ASU	On Call
McCord Hall	Comingle	34 yd Compactor	ASU	On Call
Memorial Union	Organics	30 yd Compactor	ASU	On Call
Memorial Union	Trash	32 yd Compactor	ASU	On Call
Memorial Union	Comingle	32 yd Compactor	ASU	On Call
Mona Plumber	Trash	6 yd FL	Vendor	MWF
Fine Arts Center	Trash	25 yd RO	ASU	On Call
Palo Verde East	Trash	34 yd Compactor	ASU	On Call
Palo Verde East	Comingle	34 yd Compactor	ASU	On Call
Palo Verde Main	Trash	34 yd Compactor	ASU	On Call
Palo Verde Main	Organics	3 yd FL	Vendor	MWF
Palo Verde Main	Comingle	34 yd Compactor	ASU	On Call
Palo Verde West	Trash	34 yd Compactor	ASU	On Call
Palo Verde West	Comingle	34 yd Compactor	ASU	On Call
Physical Science	Trash	32 yd Compactor	ASU	On Call
Physical Science Center H	Cardboard	42 yd Compactor	ASU	On Call
Psychology	Trash	6 yd FL	Vendor	MTWRF
RSS	Trash	8 yd FL	Vendor	MWF
Salvage Yard	Trash	40 yd RO	ASU	On Call
Sonora Hall	Comingle	32 yd Compactor	ASU	On Call
Sonora Hall	Trash	32 yd Compactor	ASU	On Call
Stores	Cardboard	25 yd RO	ASU	On Call
Stores	Trash	30 yd RO	ASU	On Call
Student Rec	Comingle	6 yd VIP	ASU	MTWRF
Student Rec	Trash	6 yd VIP	ASU	MTWRF
Towers	Trash	25 yd RO	ASU	On Call
University Club	Trash	6 yd VIP	ASU	MWF
University Club	Recycle	4 yd FL	Vendor	MWF
USB Yard	Wood	12 yd RO	ASU	On Call
USB Yard	Drywall	12 yd RO	ASU	On Call
USB Yard	Inert	12 yd RO	ASU	On Call
USB Yard	Metal	25 yd RO	ASU	On Call
<b>West</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Casa de Oro	Comingle	30 yd Compactor	ASU	On Call
Casa de Oro	Trash	30 yd Compactor	ASU	On Call
Central Services Complex	Comingle	15 yd Compactor	ASU	On Call
East yard	Trash	27 yd Compactor	ASU	On Call

East yard	Comingle	42 yd Compactor	ASU	On Call
University Center	Trash	20 yd Compactor	ASU	On Call
Verde Dining Pavilion	Comingle	25 yd RO	ASU	On Call
Verde Dining Pavilion	Trash	25 yd Compactor	ASU	On Call
West Campus Housing	Trash	8 yd FL	Vendor	MWF
West Campus Housing	Trash	8 yd FL	Vendor	MWF
<b>Polytechnic</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Boneyard	Trash	40 yd RO	ASU	On Call
Bus Barn	Comingle	25 yd RO	ASU	On Call
Bus Barn	Trash	25 yd RO	ASU	On Call
Citrus Dining Pavilion	Trash	30 yd Compactor	ASU	On Call
Citrus Dining Pavilion	Comingle	30 yd Compactor	ASU	On Call
Metal	Metal	25 yd RO	ASU	On Call
Williams Campus Housing	Trash	6/ea 6 yd FL	Vendor	MWF
Williams Campus Housing	Coming	6/ea 6 yd FL	Vendor	MWF
Williams Campus Housing	Trash	40 yd RO	ASU	On Call
<b>Downtown</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Cronkite	Comingle	34 yd Compactor	ASU	On Call
Mercado	Trash	8 yd VIP	ASU	MWF
Mercado	Comingle	8 yd VIP	ASU	MWF
Nursing and Health	Trash	3 yd FL	Vendor	MWF
Post Office	Trash	6 yd VIP	ASU	MWF
Post Office	Comingle	6 yd VIP	ASU	MWF
University Center	Trash	4 yd FL	Vendor	MTWRF
University Center	Comingle	30 yd RO	ASU	On Call
<b>Athletics</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Athletic Performance	Trash	8 yd FL	Vendor	On Call
Packard Stadium	Trash	30 yd RO	ASU	On Call
Soccer Stadium	Comingle	25 yd RO	ASU	On Call
Soccer Stadium	Trash	30 yd RO	ASU	On Call
Sun Devil Stadium	Comingle	40 yd RO	ASU	On Call
Sun Devil Stadium	Trash	40 yd RO	ASU	On Call
Wells Fargo Arena	Trash	40 yd Compactor	ASU	On Call
<b>Off Campus</b>				
<b>Bldg/Area</b>	<b>Stream</b>	<b>Container</b>	<b>Owner</b>	<b>Frequency</b>
Brickyard	Comingle	4 yd FL	Vendor	MWF

Brickyard	Trash	4 yd FL	Vendor	MTWRF
MacroTech Works	Comingle	8 yd FL	Vendor	MWF
MacroTech Works	Trash	40 yd RO	Vendor	On Call

# recycle.asu.edu

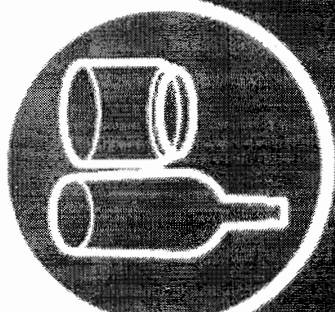
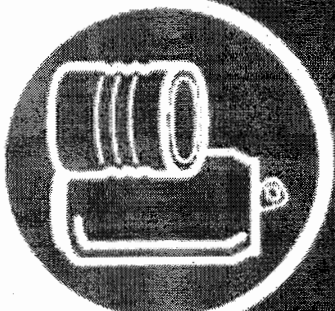
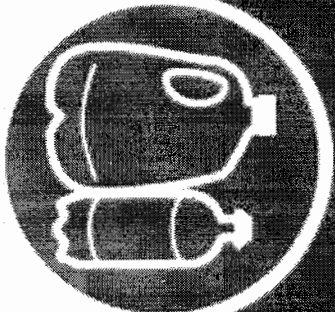
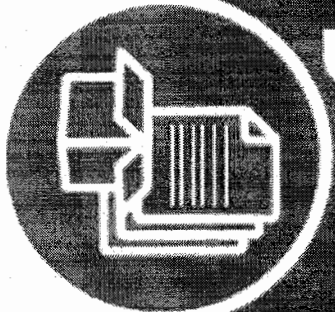
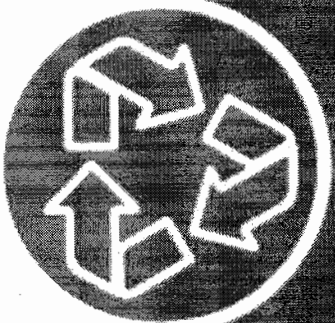


Exhibit B

## all this goes in a blue bin



@asurecycles  
recycle-q@asu.edu

### paper

- if you can tip it, recycle it
- any color, any finish
- clips, staples, bindings OK
- no paper coated laminates, napkins
- no liquids or food waste
- ex. samples:
  - copy/computer paper
  - cardstock
  - dirty notes
  - calendar
  - magazines
  - newspapers
  - paper pads/notebooks
  - junk mail
  - posters
  - manila envelopes
  - file folders
  - paper cups (if any ok)
  - paper plates
  - go any pizza boxes (no pizzas)
  - paper bags
  - hardcover books
  - phonebook/catalogues
  - brochures
  - chipboard (like a cereal box)
  - paperboard (like a frozen food box)
  - paper bags
  - milk cartons
  - septic containers (like a jice box)
  - composted boxes (Plastrad)

### plastic

- hard (rigid) plastics only
- any number, any color
- lids and caps OK
- no soft plastics (like plastic bags)
- no Styrofoam (including cups)
- no liquids or food waste
- ex. samples:
  - seamless
  - clear bottles (like a water or soda bottle)
  - opaque bottles (like a shampoo bottle)
  - natural jugs (like a milk jug)
  - opaque jugs (like a detergent bottle)
  - clear cups (like a beverage cup)
  - opaque cups (like a yogurt cup)
  - any plastic utensils
  - plates (like disposable event plates)
  - microwavable food trays (no food waste)
  - clear tubs (like a candy tub)
  - opaque tubs (like a collage drawer tub)
  - clear thermals (like a salad container)
  - sawing platters and lids

### metal

- any metal
- labels OK
- no large scrap metal
- no electronics
- no liquids or food waste
- ex. samples:
  - steel cans (like soup or tuna cans)
  - aluminum cans
  - aluminum foil (no food waste)
  - sawing trays and lids
  - soda can
  - energy beverage can
  - storage bins

### glass

- any glass food container
- any color
- lids and labels OK
- no lab glass
- no light bulbs
- no mirrors
- no ceramics
- ex. samples:
  - jars (like a pickle jar)
  - bottles (like a soda bottle)

## recycle it's what we do

### the contaminants

liquids - food - paper towels - napkins

- solutions:
- soakage food off into the trash or wipe clean with your used napkin, then recycle
  - dump liquids into a sink, then recycle



## EXHIBIT C

### Service Level Agreement

This Service Level Agreement ("SLA") is dated April 10, 2015 and may be amended under mutual agreement between ASU and SWD.

#### I. Maintenance

- a. SWD will perform preventative maintenance (PM) twice yearly as jointly scheduled by SWD and ASU FDM.
- b. SWD will be required to paint, sanitize, and re-label all compactors inside and out two (2) times a year as jointly scheduled by FDM and SWD.

#### II. Repair

- a. SWD will provide emergency response services to any FDM containers 24-hours a day, seven days a week, 365 days a year.
- b. SWD will evaluate repairs within 2 hours of call-in.
- c. SWD will make basic repairs within 2 hours of call-in.
- d. SWD is permitted to make repairs with a total repair cost below \$500 without prior approval from an authorized FDM representative.
- e. SWD will seek approval for repairs over \$500 from an authorized FDM representative
- f. SWD will provide repairs at the following cost to the University:
  - i. Labor
    1. Monday through Friday, 5:00 a.m. to 5:00 p.m. = \$85.00 per hour with a two-hour minimum
    2. After-hours, weekends, and holidays = \$125.00 per hour with a two-hour minimum
  - ii. Parts will be charged according to cost.
- g. SWH will provide vector and odor control consultation as requested by an authorized FDM representative, charged according to cost.

#### III. Reporting

- a. SWD will supply the following information on a separate monthly report: campus, segment, location, number of service instances, dates of service instances, tonnage per service instance, material type, cost, and percent contamination when applicable.
- b. SWD will provide the following repair and maintenance summaries on a separate monthly report: campus, segment, location, date, description, repair cost, and attached repair slips.
- c. SWD will provide online access to reporting.

## EXHIBIT D

### Service Provider Acknowledgement

All service providers are required to read and sign the ASU Service Provider Agreement prior to performing work that may involve disturbing of any surface materials on ASU property. Failure on the part of the service provider to comply with these requirements may result in termination of the contract with ASU.

Arizona State University is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU's expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act of 1970.

For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

**SERVICE PROVIDER** -- refers to any individual, company, or corporation who is hired by ASU or an ASU employee to provide construction, repair or maintenance related services on ASU property or facilities.

#### **GENERAL SITE INFORMATION**

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with ASU. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the Project Manager for more information.

- Permission must be obtained from the Project Manager whenever it is necessary for personnel to go to the roof of any building.
- Lunch and break areas are to be coordinated through the Project Manager.
- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.
- Explosives of any type are prohibited on the site with the **exception of Powder Actuated Tools**.
- Barricading of ASU streets (contacting ASU Police at 480-965-3456 is required prior to any barricades being set).



**PARKING -- Park in specified areas only.** The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the Project Manager and/or at PTS at 480-965-9297. Do not block entrance ramps, trash docks, and truck doors, etc.

Web View of [Service Provider Job-Site Safety Information](#)

## **DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS**

Arizona State University is informing all service providers of the potential presence of asbestos, lead and or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the CPMG Project Manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your CPMG Project Manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the CPMG Project Manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been) removed or isolated in such a manner as to prevent potential exposure. Please contact ASU CPMG Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there are any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the CPMG Project Manager or designee.

The [Service Provider Job-Site Safety Information](#) Orientation document is meant to serve as a guide for the contractor/vendor, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. **IT DOES NOT COVER EVERY POSSIBLE SITUATION.**

While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

### **TEMPE CAMPUS UTILITY TUNNEL SYSTEM**

Asbestos exists in the underground utility tunnel system located on the Tempe Campus of Arizona State University. It is your responsibility to discuss the scope of your work with the CPMG Project Manager or designee in order to provide you with any further information related to asbestos issues which may be encountered during any work in the tunnels.

The gravel or earthen flooring material throughout the tunnel system has become contaminated material from historical damage and repair to pipe insulation. Walking on, or other disturbance to, the flooring material may cause entrained asbestos fibers to become airborne.



In addition, asbestos is present in most thermal system insulation applied to steam, steam condensate and hot water piping. The disturbance of insulation materials is strictly prohibited.

ASU has determined that persons working in the underground utility tunnel system may be potentially exposed to airborne asbestos fibers at or above the U.S. Occupational Safety and Health Administration (OSHA) permissible exposure limit of 0.1 fibers per cubic centimeter (f/cc).

Vendors are advised that airborne fibers which exist in the tunnel areas may be below the minimum length of five microns capable of being detected by analysis using Phase Contrast Microscopy (PCM) analytical techniques. Airborne fibers within the tunnels are detectable using Transmission Electron Microscopy (TEM) methods. Each service provider is responsible for ensuring proper use of personal protective equipment including respiratory protection at all times while working in the Tempe tunnel system.

It is your responsibility to discuss the scope of work conducted within the tunnel system with your employees, or sub-contracted employees, and to provide the appropriate training, personal protective equipment and air monitoring as required by OSHA.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Information & Guideline document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors' employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name] Sonoran Waste Disposal  
[Street Address] PO Box 33845  
[City, State Zip] Phoenix, AZ 85067

The above service provider certifies that they, any and all of its subcontractor's, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Information & Guidelines document and/or have attended the Service Provider Job-Site Information & Guidelines orientation program produced by ASU Department of Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses. The service provider is required to provide the original of this signed document to EHS and a copy to CPMG.

[Name] David Hertzberg  
[Title] President

  
Employer Representative Signature 4.14.15  
Date





