

**SERIAL 230034-ITN    RECYCLING SERVICES**  
**Contract - Full Circle Electronics AZ, LLC dba: Westech Recyclers**

**DATE OF LAST REVISION: November 16, 2022    CONTRACT END DATE: November 30, 2024**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2024**

TO:                    All Departments  
FROM:                Office of Procurement Services  
SUBJECT:            Contract for **RECYCLING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 16, 2022 (Eff. 12/01/2022)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

  
\_\_\_\_\_  
Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

EK/mm  
Attach

Copy to:            Office of Procurement Services  
Chris McAbee, FMD  
Sammi Birchard, FMD

(Please remove Serial 170011-ITN from your contract notebooks)



## CONTRACT RECYCLING SERVICES 230034-ITN

This contract is entered into this 16<sup>th</sup> day of November, 2022 by and between Maricopa County (County), a political subdivision of the State of Arizona, and Full Circle Electronics AZ, LLC dba Westech Recyclers, an Arizona corporation (Contractor) to establish a requirements contract with qualified individuals and/or organizations to provide Maricopa County (County) the following recycling services on a demand basis: office paper; cardboard; comingled office recycling; appliances; automotive materials; lighting ballasts; batteries (all types); cloth; computer equipment; electronics; foam; furniture; ink and toner; lamps; paper products; plastic; scrap metal; Styrofoam; wood pallets; writing instruments; other products as determined

### 1.0 CONTRACT TERM

1.1 This contract is for a term of two years, beginning on the 1<sup>st</sup> day of December 2022 and ending the 30<sup>th</sup> day of November 2024.

### 2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### 3.0 CONTRACT COMPLETION

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transaction includes the transfer of all records, and other data in the possession, custody, or control of Contractor required to be provided to the County either by terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### 4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Task Order.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions

regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

## 6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

## 7.0 DUTIES

- 7.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 7.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

## 8.0 TERMS AND CONDITIONS

### 8.1 INDEMNIFICATION

- 8.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted

from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

- 8.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 8.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 8.1.4 The scope of this indemnification does not extend to the sole negligence of County.

## 8.2 INSURANCE

- 8.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 8.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 8.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 8.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 8.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 8.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

8.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

8.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

8.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

8.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

8.2.9.3 Workers' Compensation

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

8.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

8.2.10 Certificates of Insurance

8.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required

coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

- 8.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.
- 8.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.
- 8.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County  
c/o Risk Management  
301 W Jefferson St., Suite 910  
Phoenix, AZ 85003

8.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 310 W. Jefferson St. Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

8.3 FORCE MAJEURE

- 8.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.
- 8.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 8.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**8.4 ORDERING AUTHORITY**

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

**8.5 PROCUREMENT CARD ORDERING CAPABILITY**

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

**8.6 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

**8.7 PURCHASE ORDERS**

8.7.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

8.7.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

**8.8 BACKGROUND CHECK**

Respondents may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

**8.9 SUSPENSION OF WORK**

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**8.10 STOP WORK ORDER**

8.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable



steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

8.10.1.1 cancel the stop work order; or

8.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

8.10.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

**8.11 TERMINATION FOR CONVENIENCE**

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

**8.12 TERMINATION FOR DEFAULT**

8.12.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.12.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.12.1.2 make progress, so as to endanger performance of this contract; or

10.12.1.3 perform any of the other provisions of this contract.

8.12.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**8.13 PERFORMANCE**

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

**8.14 CONTRACTOR EMPLOYEE MANAGEMENT**

8.14.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

8.14.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

8.14.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

8.14.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

8.14.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

8.14.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

8.15 WARRANTY OF SERVICES

8.15.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

8.15.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

8.16 INSPECTION OF SERVICES

8.16.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

8.16.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

8.16.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

8.16.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

8.16.3.2 reduce the contract price to reflect the reduced value of the services performed.

8.16.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

8.16.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

8.16.4.2 terminate the contract for default.

8.17 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

**8.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**8.19 OFFSET FOR DAMAGES**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**8.20 SUBCONTRACTING**

8.20.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

8.20.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

**8.21 AMENDMENTS**

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**8.22 ADDITIONS/DELETIONS OF REQUIREMENTS**

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

**8.23 RIGHTS IN DATA**

8.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

8.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided

in a format designated by the County or shall be and remain accessible to the County into perpetuity.

**8.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW**

8.24.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

8.24.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**8.25 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**8.26 STRICT COMPLIANCE**

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

**8.27 VALIDITY**

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

**8.28 SEVERABILITY**

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

**8.29 RELATIONSHIPS**

8.29.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

8.30 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)).

8.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

8.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.32.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

8.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

8.32.1.2 have not within a three-year period preceding this contract:

8.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

8.32.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

8.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

8.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

8.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

8.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

8.32.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

**8.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

8.33.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

8.33.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 8.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**8.34 CONTRACTOR LICENSE REQUIREMENT**

8.34.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

8.34.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

8.35 INFLUENCE

8.35.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

8.35.2 An attempt to influence includes, but is not limited to:

10.35.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

8.35.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

8.36 CONFIDENTIAL INFORMATION

8.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

8.36.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

8.36.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

8.37 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.38 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

8.39 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

8.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

8.41 FORCED LABOR

8.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, Contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section **35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions et. seq.**

8.41.2 Contractor certifies that is does not currently, and agrees for the duration of the contract that it will not, use:

8.41.2.1 the forced labor of ethnic Uyghurs in the People's Republic of China;

8.41.2.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China and

8.41.2.2 any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8.41.3 If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor fails to provide a written certification to the County that the Contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the Agreement terminates, except that if the Agreement termination date occurs before the end the 180-day period, the Agreement terminates on the Agreement termination date.

8.42 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

8.43 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.



**8.44 INCORPORATION OF DOCUMENTS**

8.44.1 The following are to be attached to and made part of this Contract:

8.44.1.1 Exhibit A – Vendor Information

8.44.1.2 Exhibit A-1 – Pricing Acknowledgement

8.44.1.3 Exhibit B – Scope of Work

8.44.1.4 Exhibit C – Categories of Service

**8.45 NOTICES**

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
301 W. Jefferson St., Suite 700  
Phoenix, Arizona 85003-1647

For Contractor:

David M. Huff, MC  
Full Circle Electronics AZ LLC  
Dba Westech Recyclers  
220 S. 9<sup>th</sup> St. #400  
Phoenix, AZ 85034

**8.46 INQUIRIES**

8.46.1 Administrative telephone/email inquiries shall be addressed to:

**ROBERT NAMOR, PROCUREMENT OFFICER**  
TELEPHONE: (602) 506-8707  
Robert.Namor@maricopa.gov

8.46.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR

DMK6  
AUTHORIZED SIGNATURE

David M. Huff  
PRINTED NAME AND TITLE  
220 S. 9th Street #400  
Phoenix, AZ 85034  
ADDRESS

11-07-2022  
DATE

MARICOPA COUNTY

Bill Gl  
CHAIRMAN, BOARD OF SUPERVISORS

NOV 16 2022  
DATE

ATTESTED:

Quantita Gary  
CLERK OF THE BOARD

NOV 16 2022  
DATE

APPROVED AS TO FORM:

Nikolaus M Decker  
DEPUTY COUNTY ATTORNEY

11/17/2022  
DATE

**EXHIBIT A: VENDOR INFORMATION**

COMPANY NAME:	Full Circle Electronics AZ, LLC
DOING BUSINESS AS (dba):	Westech Recyclers
MAILING ADDRESS:	220 S. 9th Street #400, Phoenix, AZ 85034
REMIT TO ADDRESS:	220 S. 9th Street #400, Phoenix, AZ 85034
TELEPHONE NUMBER:	602-256-7626
FAX NUMBER:	NA
WWW ADDRESS:	westechrecyclers.com
REPRESENTATIVE NAME:	David M. Huff, MC
REPRESENTATIVE TELEPHONE NUMBER:	602-463-2880
REPRESENTATIVE EMAIL ADDRESS	dhuff@westechrecyclers.com

	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>REBATE</u></b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Payment Terms: Net 30 Days**

**EXHIBIT A-1: PRICING ACKNOWLEDGMENT**

1.0 Maricopa County understands the volatile nature of the recycled commodities markets, and in consideration of the fluctuations, does not expect contractors to guarantee pricing for extended periods of time. Instead, quotes will be made at the time that a Task Order Scope of Work (SOW) is requested. Also, the following requirements shall be met:

- 1.1 Materials collected shall be marketed at the highest value offered on the open market.
- 1.2 Upon request, contractors shall identify the market indices to be used in pricing various commodities (e.g.):
  - 1.2.1 Paper Stock Report
  - 1.2.2 Official Board Markets (OBM)
  - 1.2.3 Waste News (Plastics)
  - 1.2.4 Fair Market Value (Commodity specific)
  - 1.2.5 Others

Respondent hereby certifies that respondent has read, understands and agrees acceptance of this attachment.

David Huff - Business Development Manager  
PRINTED NAME AND TITLE

Jim Huff  
AUTHORIZED SIGNATURE

10-24-2022  
DATE

**EXHIBIT B: SCOPE OF WORK**

1.0 GENERAL REQUIREMENTS OF ALL SERVICES

- 1.1. The primary objective of the County is to maximize the recovery of recycled property while minimizing operational costs and environmental impact. It is upon the determination of the County to allow the recycling of individual items outside of this contract if it is advantageous for the County to do so.
- 1.2. The following are general requirements, which may be required in a Task Order SOW common to all AOS, which are defined in Attachment D, Areas of Service. Contractors understand and agree that they will abide by all conditions established in this ITN for the applicable AOS for which they are approved and listed.

1.3. HEALTH AND SAFETY PROGRAM

The contractor shall have an existing health and safety program which shall comply with all Occupational Safety and Health Administration (OSHA, reference Title 29 Code of Federal Regulations, Part 1910, 29 CFR 1910.120, and/or 29 CFR 1926.1101 as applicable) and Environmental Protection Agency (EPA) standards (including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or Resource Conservation and Recovery Act (RCRA)), and any other applicable federal, state and/or local laws, rules, regulations, and ordinances.

1.4. TASK ORDERS

1.4.1. Using Agency Scope of Work, Format, and Submittal

1.4.1.1. The using agencies shall submit an initial Task Order SOW, which shall include, as a minimum, the following:

- 1.4.1.1.1. Project Area Description
- 1.4.1.1.2. Schedule for Completion
- 1.4.1.1.3. Deliverables
- 1.4.1.1.4. Variables and Assumptions
- 1.4.1.1.5. Acceptance Criteria
- 1.4.1.1.6. Reporting Requirements
- 1.4.1.1.7. Project Objectives

1.4.2. Using agencies shall solicit initial Task Order responses from all contractors listed as qualified within the specific AOS. However, there may be those special circumstances whereby such solicitation is impractical (i.e., continuity of services by same contractor). In this case, a written determination shall be placed in the project file detailing the extent that competitive offers were solicited.

1.4.3. Innovative Technical Approaches

Included in the Task Order response, submitted in response to the using agency's SOW, the contractor is encouraged to offer any innovative technical approaches and/or cost-efficient alternatives that could achieve the objectives of the SOW. The Task Order response shall describe the relative merits of the innovative approach and provide clear and convincing evidence that the alternative meets or exceeds all relevant specifications required by the original SOW.

1.4.4. Pre-Performance Meeting

All work shall be coordinated through the using agencies, project manager, or project coordinator. If required by the using agency, the project manager, or project coordinator and contractor's key personnel shall participate in a pre-performance meeting to coordinate the work schedule and provide clarification on any items as necessary.

1.5. OVERALL RESPONSIBILITIES

1.5.1. Overall Responsibilities of the Using Agencies

1.5.1.1. Each project shall be supervised by a project manager or project coordinator furnished by the using agency. The contractor shall report directly to the project manager or project coordinator and shall agree and understand that the project manager or project coordinator shall have authority for the following:

1.5.1.1.1. Review of and approval of initial Task Order responses and follow-on Task Order responses required in the performance of the project.

1.5.1.1.2. Review of clean-up procedures.

1.5.1.1.3. Review and approval of the use of certain equipment, personnel, materials, services, and/or procedures.

1.5.1.1.4. Hours and days of work.

1.5.1.1.5. Review of safety plans and protocol for compliance with OSHA and other regulations as applicable.

1.5.1.1.6. Stopping work order for safety of the contractor or the environment or due to violation of safety regulations by the contractor, the contractor's personnel, or subcontractors.

1.5.1.1.7. Review of disposal sites and treatment, technologies for waste generated from clean-ups.

1.5.1.1.8. Final interpretation of the work in Task Order responses.

1.5.1.1.9. Determination of project completion.

1.5.1.1.10. Review and approve all invoices submitted for payment.

1.5.2. Overall Responsibilities of the contractor

1.5.2.1. The contractor shall protect the property of the using agency from damage during the duration of any project. The contractor shall replace any, or all damaged property at no cost to the using agency to the extent caused by the contractor's negligent acts or willful misconduct.

1.5.2.2. The contractor shall confirm the existing conditions affecting the completion of the work prior to beginning performance. No allowance shall be made on behalf of the contractor for any error or negligence on his/her part that was or should have been known prior to the contractor beginning performance.

- 1.5.2.3. The contractor shall carefully check all dimensions and conditions at the project area and shall sufficiently familiarize themselves with project area conditions which may affect the work in order to make a firm-fixed price Task Order response. Any drawings provided by the using agency are meant to be utilized as a guide to the building or project area configurations. All measurements and sizes are approximate, and must be confirmed, to the extent agreed upon by the Using Agency, by the contractor prior to implementation of the work on the project.
- 1.5.2.4. The contractor shall maintain a complete daily record of all labor, equipment, materials, subcontracted services and expenses, to include mileage, if any, incurred in the performance of the services provided and shall provide the using agency such record with all supporting documentation, if so requested in the SOW.
- 1.5.2.5. The contractor shall complete all services specified in the Task Order and, as necessary, any subsequent amendments provided by the County, in writing. However, the contractor shall agree and understand that completion of such services does not in itself constitute project completion. The using agency shall determine when each project is complete and will advise as such.
- 1.5.2.6. The contractor, and any subcontractors utilized by the contractor, must not be listed on the General Services Administration (GSA), List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 1.5.2.7. The contractor shall submit copies of waste shipment records, if applicable, to the using agency and Maricopa County Facilities Management Department.
- 1.5.2.8. Contractor shall provide, upon request, monthly reports of all items recycled including description, acceptance date, sales price, disbursement amount, etc.

**EXHIBIT C: CATEGORIES OF SERVICE**

<b><u>Categories of Service</u></b>		Acceptance
1.0 Appliances	Accept ALL Items Listed in Appliance Category	No
If NO to above, indicate	Items accepted	
	1.1 A/C Units (Freon Removed)	
	1.2 Clothes Dryers	
	1.3 Clothes Washers	
	1.4 Dishwashers	
	1.5 Drinking Fountains (Freon removed)	
	1.6 Microwaves	
	1.7 Refrigerators (Full size) (Freon removed)	
	1.8 Refrigerators (Small) (Freon removed)	
	1.9 Stoves	
	1.10 Water Heaters	
		Acceptance
2.0 Automotive	Accept ALL Items Listed in Automotive Category	No
If NO to above, indicate	Items accepted	
	2.1 Antifreeze	
	2.2 Diesel Fuel	
	2.3 Gasoline	
	2.4 Oil (Clean)	
	2.5 Oil (Unknown)	
	2.6 Oil Filters	
	2.7 Brake Pads	
	2.8 Metal Material (i.e., Bumpers, Rooters, Etc.)	
	2.9 Lead Tire Weights	
	2.10 Plastic No2 Rinsed DEF Containers	
	2.11 Lawn Mowers	
		Acceptance
3.0 Ballasts	Accept ALL Items Listed in Ballasts Category	No
If NO to above, indicate	Items accepted	
	3.1 Electronic Ballast	
	3.2 Magnetic Non-PCB Wet Ballast (Inc. DEHP)	
	3.3 Magnetic PCB Wet Ballast	
	3.4 PCB Capacitor	
	3.5 Transformer (Non-PCB)	
	3.6 Transformer (PCB)	Yes
		Acceptance
4.0 Batteries	Accept ALL Items Listed in Batteries Category	No
If NO to above, indicate	Items accepted	



	4.1 Alkaline/Zinc Carbon (Consumer Size)	
	4.2 Alkaline/Zinc Carbon (Large Size)	
	4.3 Auto-size Lead Acid	
	4.4 Button Cells (Including Silver Oxide)	
	4.5 Dry - NiCad	
	4.6 Dry - NiMH	
	4.7 Hybrid Batteries - Nickel & Li-Ion	
	4.8 Li-Ion Cells/Packs	
	4.9 Li-Ion Laptop	Yes
	4.1 Lithium Primary/Li-Iron Phosphate	
	4.11 Lithium Sulfur Dioxide	
	4.12 Lithium Thionyl Chloride	
	4.13 Mercury Containing	
	4.14 Sealed Lead Acid	Yes
	4.15 Wet - NiCad	
	4.16 Wet - Nickel Iron	
	4.17 Wet - Zinc-Air	
	4.18 Wet - Zinc-Air w/Mercury	
	4.19 Zinc-Air w/Mercury	
		Acceptance
5.0 Cardboard	Accepts Items Listed Cardboard Category	No
		Acceptance
6.0 Cloth	Accept ALL Items Listed in Cloth Category	No
If NO to above, indicate Items accepted		
	6.1 Blankets, Sheets	
	6.2 Clothing W/No Metal Or Plastic	
		Acceptance
7.0 Computer/Peripherals - Non-Data Storage Only	Accept ALL Items Listed in Computer/Peripherals - Non-Data Storage Only Category	Yes
If NO to above, indicate Items accepted		
	7.1 Cables	
	7.2 Communication Hardware (Modems)	
	7.3 CPU's	
	7.4 Keyboards	
	7.5 Laptops	
	7.6 Mice	
	7.7 Monitors (CRT)	
	7.8 Monitors (Non-CRT)	
	7.9 Network Hardware (i.e.: Servers)	
	7.10 Paper Tape Readers and Punchers	
	7.11 POS Systems	

	7.12 Printers/Plotters	
	7.13 Scanners	
	7.14 Software	
	7.15 Subassemblies of Any of the Above (Circuit Boards, Batteries, Lamps)	
	7.16 Tape Drives	
		Acceptance
8.0 Computer/Peripherals - Data Storage Only	Accept ALL Items Listed in Computer/Peripherals - Data Storage Only Category	Yes
If NO to above, indicate	Items accepted	
	8.1 External Hard Drives - Shredded	
	8.2 Internal Hard Drives - Shredded	
	8.3 Shredded Compact Disk(s) (CD)	
	8.4 Shredded CD Cases	
	8.5 Shredded Tapes	
		Acceptance
9.0 Computer Room Equipment	Accepts ALL Items Listed in Computer Room Equipment Category	No
If NO to above, indicate	Items accepted	
	9.1 Chillers	
	9.2 Motor Generator Sets (MG Sets)	
	9.3 Power Distribution Units (PDUs)	Yes
	9.4 Uninterruptible Power Supplies (UPS)	Yes
		Acceptance
10.0 Entertainment Equipment	Accepts ALL Items Listed in Entertainment Equipment Category	Yes
If NO to above, indicate	Items accepted	
	10.1 Cameras	
	10.2 Power Controllers	
	10.3 Radios	
	10.4 Speakers	
	10.5 Stereo Equipment	
	10.6 Video Game Systems	
	10.7 Videocassette Recorders/Players/Camera	
		Acceptance
11.0 Foam	Accepts ALL Items Listed in Foam Category	No
If NO to above, indicate	Items accepted	
	11.1 Cushions	
	11.2 Foam Bedding (MCSO Jails)	

		Acceptance
12.0 Fuel Cylinders & Gas Cylinders	Accepts ALL Items Listed in Fuel Cylinders, Gas Cylinders Category	No
If NO to above, indicate	Items accepted	
	12.1 Inert Gas (Any size)	
	12.2 Propane < 5lbs (Small, Torch, Etc.)	
	12.3 Propane > 6lbs (Large, BBQ, Forklift, Etc.)	
	12.3 Welding Gas (Any Size)	
		Acceptance
13.0 Furniture	Accepts ALL Items Listed in Furniture Category	No
If NO to above, indicate	Items accepted	
	13.1 Bookcases, Metal	Yes
	13.2 Bookcases, Wood	
	13.3 Chairs (Desk, Side, Conference, Etc.)	
	13.4 Desks, Metal	
	13.5 Desks, Wood	
	13.6 File Cabinets	Yes
	13.7 Tables	
	13.8 Other Metal	Yes
	13.9 Other Wood	
		Acceptance
14.0 Lamps	Accepts ALL Items Listed in Lamps Category	No
If NO to above, indicate	Items accepted	
	14.1 All Fluorescent (Low Mercury, Crushed in Drum)	
	14.2 Fluorescent Tubes, 0 - 4' - Mercury (Non-Green Tip) -Shredded Only	
	14.3 Halogen	
	14.4 High Pressure Mercury	
	14.5 High Pressure Sodium	
	14.6 Light Emitting Diode (LED)	
	14.7 Low Pressure Sodium	
	14.8 Mercury Vapor	
	14.9 Metal halide	
	14.10 Neon	
	14.11 UV/Germicidal	
	14.12 Shredded Compact Fluorescent Lamp (CFL)	
		Acceptance
15.0 Office Equipment	Accepts ALL Items Listed in Office Equipment Category	Yes
If NO to above, indicate	Items accepted	
	15.1 Audio Equipment	

	15.2 Calculators	
	15.3 Copiers	
	15.4 Fax Machines	
	15.5 Projection Equipment	
	15.6 Security Equipment	
	15.7 Typewriters	
	15.8 Video Equipment	
	15.9 Word processors	
		Acceptance
16.0 Office Paper	Accepts Items Listed Office Paper Category	No
		Acceptance
17.0 Office Recycling - Comingled	Accepts ALL Items Listed in Office Recycling - Comingled Category	No
If NO to above, indicate	Items accepted	
	17.1 Books With Paper-Backs	
	17.2 Books With hard covers	
	17.3 Corrugated Containers	
	17.4 Metal Beverage Cans	
	17.5 Metal food Cans (Rinsed)	
	17.6 Mixed Paper	
	17.7 Newspaper	
	17.8 Paperboard	
	17.9 Plastic Beverage Bottles	
	17.10 Shredded Paper	
		Acceptance
18.0 Plastic	Accepts ALL Items Listed in Plastic Category	No
If NO to above, indicate	Items accepted	
	18.1 Audio Tapes (All types and sizes)	
	18.2 Caps, Nozzles, Tubes From Aerosols	
	18.3 CDs/DVDs (No Data Destruction Needed)	Yes
	18.4 HDPE (Loose)	
	18.5 LDPE (Loose)	
	18.6 Mixed Plastics (Loose)	
	18.7 Plastic Jugs From Herbicide and Pesticide (Triple Rinsed)	
	18.8 Video Tapes (All Types and Sizes)	Yes
		Acceptance
19.0 Scrap Metal	Accepts ALL Items Listed in Scrap Metal Category	No
If NO to above, indicate	Items accepted	

	19.1 Aerosol Cans, Punctured and Drained (All)	
	19.2 Aluminum	Yes
	19.3 Brass	
	19.4 Copper	Yes
	19.5 Iron	
	19.6 Mixed Metal (Such as Electrical Panels, Used Wire, Shelves, Etc.)	Yes
	19.7 Stainless Steel	Yes
	19.8 Steel	Yes
	19.9 Steel Cans	
		Acceptance
20.0 Styrofoam	Accepts ALL Items Listed in Styrofoam Category	No
If NO to above, indicate	Items accepted	
	20.1 Styrofoam Cold Shippers	
	20.2 Styrofoam Packaging Materials (Not Peanuts)	
		Acceptance
21.0 Telecommunications Equipment - Non-Data Storage Only	Accepts ALL Items Listed in Telecommunications Equipment - Non-Data Storage Only Category	Yes
If NO to above, indicate	Items accepted	
	21.1 Fax Machines	
	21.2 Pagers	
	21.3 Phones: Desk, Cordless, Phone Systems, Switchgear	
	21.4 Satellite Equipment	
		Acceptance
22.0 Telecommunications Equipment - Data Storage Only	Accepts ALL Items Listed in Telecommunications Equipment - Data Storage Only Category	Yes
If NO to above, indicate	Items accepted	
	22.1 Cellular Phones	
	22.2 Personal Data Assistants (PDAs)	
		Acceptance
23.0 Televisions	Accepts ALL Items Listed in Television Category	Yes
If NO to above, indicate	Items accepted	
	23.1 CRT Televisions	
	23.2 Console (Non-LCD)	
	23.3 Flat Screen (Non-LCD)	
	23.4 LCD	

	23.5 Projection (Non-LCD)	
		Acceptance
24.0 Wood	Accepts ALL Items Listed in Wood Category	No
If NO to above, indicate Items accepted		
	24.1 Pallet, Not Broken, Usable	
	24.2 Pallets, Broken, Unusable	
		Acceptance
25.0 Writing Instruments	Accepts ALL Items Listed in Writing Instruments Category	No
If NO to above, indicate Items accepted		
	25.1 Dry Erase Markers	
	25.2 Highlighters	
	25.3 Markers	
	25.4 Mechanical Pencils	
	25.5 Pens (With or Without Caps)	
	25.6 Refills	
		Acceptance
26.0 Ink and Toner	Accepts ALL Items Listed in Ink and Toner Category	No
If NO to above, indicate Items accepted		
	26.1 Printer Cartridges, B&W and Color	Yes
	26.2 Fax Machine Cartridges	
	26.3 Inkjet Cartridges	Yes
	26.4 Toner Tubes	
	26.5 Waste Toner Collectors	
27.0 Other		
Please list any other recycling category capabilities		

FULL CIRCLE RECYCLE LLC DBA: WESTECH RECYCLERS, 220 S 9<sup>TH</sup> STREET SUITE 400B,  
PHOENIX, AZ 85034

PRICING SHEET: NIGP CODE 92677

Terms:	NET 30 DAYS
Vendor Number	VS0000002920
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>November 30, 2024.</b>