## MASTER SERVICES AGREEMENT FOR

#### Regional Collection, Transportation, and Recycling of Used Electronics

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective the last date of signed approval ("Effective Date"), is entered into by and between the North Central Texas Council of Governments ("NCTCOG" or "Client"), a State of Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and:

Universal Recycling Technologies, LLC (hereinafter "Vendor"), with offices located at: 2301 Franklin Drive
Fort Worth, TX
76106

### ARTICLE I RETENTION OF THE CONTRACTOR

- 1.1 The Contractor is being retained to provide services described below to NCTCOG based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein. The Contractor has special knowledge and expertise that is of interest to NCTCOG. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide the service to NCTCOG, in accordance with the terms and conditions provided in this Agreement.
- 1.2 Interlocal Purchasing. Should other governmental entities decide to participate in this contract, the Parties agree that all terms, conditions, specification, and pricing would apply. Governmental entities will be eligible, but not obligated, to purchase material/services under this Agreement. All purchases by governmental entities other than the NCTCOG will be billed directly to that governmental entity and paid by that governmental entity. The NCTCOG will not be responsible for any governmental entity's debts. Each governmental entity will order its own material/services as needed

#### ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide <u>electronic recycling services</u> described within the Scope of Work in Section 2 (collectively, "Services") and consistent with the requirements of NCTCOG Regional Collection, Transportation, and Recycling of Used Electronics RFP #NCT-2019-076. Any requested Services shall be documented in a written work order ("Statement of Work") describing the requested Services in detail, setting forth the projected price and expected minimum duration of Service. Any such Statement of Work is hereby incorporated by this reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Statement of Work, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Statement of Work.
- 2.2 Any agreed-upon changes to a Statement of Work shall be set forth in an Amended Statement of Work. Contractor will not implement any changes or any new services until an Amended Statement of Work has been duly executed by NCTCOG. NCTCOG shall not be liable for any amounts not included in a duly executed Statement of Work or Amended Statement of Work.
- 2.3 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; and iii) in compliance with all applicable laws, government regulatory requirements.

#### ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on January 1, 2021 (the "Term"), unless earlier terminated as provided herein. Unless otherwise desired by either party, this Agreement will automatically renew on the anniversary of the Effective Date for up to three (3) additional one (1) year terms through January 2024.
- 3.2 Termination. Either Party may terminate this Agreement and/or any Statement of Work at any time, with or without cause, upon thirty (30) days' prior written notice. Upon its receipt of notice of termination of this Agreement or Statement of Work, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and NCTCOG's designees to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG, or NCTCOG's designee, at its request. If NCTCOG elects to continue any activities underlying a terminated Statement of Work after termination, Contractor shall cooperate with NCTCOG to provide for an orderly transfer of Contractor's responsibilities with respect to such Statements of Work to NCTCOG or its designee. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

### ARTICLE IV COMPENSATION

- 4.1 Fees. In consideration for the Services rendered by Contractor to NCTCOG under this Agreement, and for each duly executed Statement of Work, NCTCOG will pay Contractor the fees outlined in each respective Statement of Work, for the term of the Agreement, inclusive of any and all optional renewals. NCTCOG shall not be liable for Contractor's services, including related fees and expenses, that exceed the scope of an executed Statement of Work or that Contractor renders in support of an unexecuted Statement of Work, or are performed for any governmental entity under section 1.2 of this Agreement. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide and/or deliver the Services, including materials, training, equipment used, and overhead expenses.
- 4.2 Invoices. Contractor shall submit an invoice every month, or as otherwise stated in a Statement of Work, for Services provided. NCTCOG shall pay undisputed amounts in such invoice within forty-five (45) days of receipt. Invoices should be submitted to:

NCTCOG
ATTN: Accounts Payable
PO Box 5888
Arlington, TX 76005-5888
Email: APayable@nctcog.org
Courtesy Copy To: cjohnson@nctcog.org

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG, other than from the monies designated for this Agreement.

If NCTCOG disputes any invoice NCTCOG shall timely pay the undisputed portion and promptly notify Contractor in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Contractor of the notice of such dispute, Contractor may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

## ARTICLE V RELATIONSHIP BETWEEN THE PARTIES

5.1 Independent Contractor. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder. No Contractor personnel shall obtain the status of or otherwise be considered a NCTCOG employee by virtue of their activities under this Agreement. For the avoidance of doubt, in no event will NCTCOG pay, reimburse, or otherwise be responsible, financially or otherwise, for any insurance, health care, or similar costs or benefits relating to Contractor, its affiliates, or any of their employees, subcontractors, or agents. The rights and obligations of NCTCOG under this Agreement may be exercised or performed on its behalf by one or more of its affiliates.

#### ARTICLE VI REPRESENTATION AND WARRANTIES

- 6.1 Representations and Warranties. Contractor represents and warrants that:
  - 6.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
  - 6.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
  - 6.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's contractors may result in immediate termination of this Agreement.
  - 6.1.4 Contractor will provide to NCTCOG, with each deliverable to be provided under this Agreement, a written summary sheet listing any third party software or other intellectual property contained within the deliverable, if any, together with licenses permitting NCTCOG to use such third-party software and intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. Except for the third party software and intellectual property described in the written summary provided to NCTCOG in connection with the preceding sentence, the Contractor warrants and represents that all work product created under this Agreement shall be original work of the Contractor or in the public domain and shall not infringe any copyright, trademark, trade secret, patent or other Intellectual Property right of any third party;
  - 6.1.5 Contractor and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing; and
  - 6.1.6 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.
  - 6.1.7 NCTCOG agrees, acknowledges and understands that Contractor' performance of its Services under this Agreement is subject to and conditioned upon the timely cooperation, willingness, responsiveness and skill level of the NCTCOG and its applicable employees and the fulfillment of the responsibilities of the NCTCOG, if any, set forth in the Agreement or the applicable Statement of Work. THE WARRANTIES AND

REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONTRACTOR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor cannot and does not warrant the products or services of third parties, except to the extent that said "third party" is an agent or subcontractor of Contractor.

## ARTICLE VII CONFIDENTIAL INFORMATION AND OWNERSHIP

7.1 Confidential Information. Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG, its products, services, data, policies, customers, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG. Contractor shall use commercially reasonable means to secure NCTCOG's Confidential Information.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG prompt written notice of such requirement to permit the NCTCOG to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG must strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement. In the event a request for public information is made, a determination on whether information is confidential or proprietary will be made by the Office of the Attorney General of the State of Texas.

7.2 Ownership. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices, the property of NCTCOG and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG, except otherwise provided herein.

## ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments

P.O. Box 5888

Arlington, TX 76005-5888
Phone: (817) 695-9109
Attention: Craigan Johnson
Email: cjohnson@nctcog.org

If to Contractor:

Universal Recycling Technologies, LLC

Attn: Roy Gordon 2301 Franklin Drive Fort Worth, TX 76106

Phone: (817) 201-7929

Email: roygordon@urtsolutions.com

The above contact information may be modified without requiring an amendment to the Agreement.

- 8.2 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's gross negligence or willful misconduct.
- 8.3 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.
  - Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.
- 8.5 Conflict of Interest. During the term of this Contract, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 8.6 Force Majeure. In the event that either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

- 8.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 8.8 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the funding agencies by NCTCOG dedicated for the purposes of this Agreement.
- 8.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 8.10 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 8.11 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 8.12 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 8.13 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 8.14 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 8.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.
- 8.16 Insurance. Contractor shall comply with the following insurance provisions:

At all times during the term of this Agreement, the Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and subsubcontractors performing work for which the same liabilities may apply under this Agreement to do likewise. The Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-subcontractors under their contracts.

- Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
- 2. Commercial General Liability:
  - a. Minimum Required Limits:
     \$1,000,000 per occurrence;
     \$3,000,000 General Aggregate
  - b. Commercial General Liability policy shall include:
    - i. Coverage A: Bodily injury and property damage;
    - ii. Coverage B: Personal and Advertising Injury liability:

- iii. Coverage C: Medical payments
- Products: Completed operations iv.
- V. Fire Legal Liability
- c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
- d. Attachment of Endorsement CG 20 10- additional insured
- e. All other endorsements shall require prior approval by the NCTCOG.
- 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and nonowned vehicles. Minimum Required Limit: \$1,000,000 combined single limit.
- 4. Professional liability:
  - a. Minimum Required Limits: \$1,000,000 Each Claim \$1,000,000 Policy Aggregate

Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG's gross negligence or willful misconduct.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

North Central Texas Council of Governments

Universal Recycling Technologies, LLC

Name:

By:

Title:

By:

Name:

Title:

# Cost Proposal

Respondents are encouraged to submit pricing in a structure similar to the examples provided below for each of the four scenarios. Respondents should provide a separate pricing table for each scenario that they are submitting for consideration.

#### Cost Proposal/Disposal Method - ONE DAY EVENT

Category	Handling/Packaging**	\$/Pound	Extended Price	Revenue for End User
Televisions	NO BID	NO BID	NO BID	NO BID
Computer Monitors	NO BID	NO BID	NO BID	NO BID
Peripherals	NO BID	NO BID	NO BID	NO BID
Facsimile Machines	NO BID	NO BID	NO BID	NO BID
Video Game Systems	NO BID	NO BID	NO BID	NO BID
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)	NO BID	NO BID	NO BID	NO BID
Central Processing Units	NO BID	NO BID	NO BID	NO BID
Laptops, Notebooks, and Tablets	NO BID	NO BID	NO BID	NO BID
Cellular Phones (without batteries)	NO BID	NO BID	NO BID	NO BID

<sup>\*\*</sup>Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Loose-pack, Cubic Yard Box, Pallet, Other, etc. If using "Other" method please explain method in detail.

One-Day Collection Events	0-500 Cars	NO BID
	501-1000 Cars	NO BID
	1001-1500 Cars	NO BID
	1501-2000 Cars	NO BID
	Over 2001 Cars	NO BID
narged separately)		
	Technicians	NO BID
	Traffic Control	NO BID
	Laborers	NO BID
	Site Security	NO BID
	Other (specify)	NO BID
		501-1000 Cars 1001-1500 Cars 1501-2000 Cars Over 2001 Cars  Technicians Traffic Control Laborers Site Security

### Supplies (unit cost - if charged separately)

Cubic Yard Boxes	\$ NO BID
Plastic sheeting	\$ NO BID
Pallets	\$ NO BID
Pallet jack	\$ NO BID
Shrink wrap	\$ NO BID
Tents	\$ NO BID
Tables and chairs	\$ NO BID
Forklift	\$ NO BID
Signage	\$ NO BID
Traffic control devices and safety cones	\$ NO BID
First aid supplies Portable restroom	\$ NO BID
facilities	\$ NO BID
Other (please indicate)	\$ NO BID
Other (please indicate)	\$ NO BID
Other (please indicate)	\$ NO BID
Transportation	
Straight truck/box truck	\$ NO BID
Semi truck	\$ NO BID
Fuel Surcharge, if any	\$ NO BID
Other (specify)	\$ NO BID

### Cost Proposal/Disposal Method - PERMANENT FACILITY

Category	Handling/Packaging**	\$/Pound	Extended Price	Revenue for End User	AVG WG1
Televisions	\$0.00	\$0.10	\$0.10	Change Item	40/lbs
Computer Monitors	\$0.00	\$0.10	\$0.10	Change Item	30/lbs
Peripherals	\$0.00	\$0.15	\$0.15	Change Item	15/lbs
Facsimile Machines	\$0.00	\$0.07	\$0.07	Change Item	10/lbs
Video Game Systems	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	10/lbs
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)	\$0.00	\$0.07	\$0.07	Change Item	10/lbs
Central Processing Units	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	25/lbs
Laptops, Notebooks, and Tablets	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	5/lbs
Cellular Phones (without batteries)	\$0.00	(\$2.55)	(\$2.55)	Rebate Item	<u>1/lb</u>

<sup>\*\*</sup>Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Loosepack, Cubic Yard Box, Pallet, Other, etc. If using "Other" method please explain method in detail.

Mobilization	Permanent Facility		\$300.00
Labor (per hour - if cha	arged separately)		\$25.00/HR
		Technicians _	N/A
		Traffic Control	N/A
		Laborers	N/A
		Site Security _	N/A
		Other (specify) _	N/A
Supplies (unit cost - if	charged separately)		
Cubic Yard Boxes		\$	\$15.00/EA
Plastic sheeting		\$	\$125.00/EA
Pallets		\$	\$5.00/EA
Shrink wrap		\$	\$20.00/EA
Transportation			
Straight truck/box truck		\$	\$40.00/PALLET
Semi truck		\$	\$650.00/EA
Fuel Surcharge, if any		\$	N/A
Other (specify)		\$	N/A

### Cost Proposal/Disposal Method - Community Drop Off

Category	Handling/Packaging**	\$/Pound	Extended Price	Revenue for End User	AVG WG
Televisions	\$0.00	\$0.10	\$0.10	Change Item	40/lbs.
Computer Monitors	\$0.00	\$0.10	\$0.10	Change Item	30/lbs.
Peripherals	\$0.00	\$0.15	\$0.15	Change Item	15/lbs.
Facsimile Machines	\$0.00	\$0.07	\$0.07	Change Item	10/lbs.
Video Game Systems	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	10/lbs.
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)	\$0.00	\$0.07	\$0.07	Change Item	10/lbs.
Central Processing Units	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	25/lbs.
Laptops, Notebooks, and Tablets	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	5/lbs.
Cellular Phones (without batteries)	\$0.00	(\$0.15)	(\$0.15)	Rebate Item	<u>1/lb.</u>

<sup>\*\*</sup>Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Loosepack, Cubic Yard Box, Pallet, Other, etc. If using "Other" method please explain method in detail.

Mobilization	Permanent Facility		\$300.00
Labor (per hour - if	charged separately)		\$25.00/HR
		Technicians	N/A
		Traffic Control	N/A
		Laborers	N/A
		Site Security	N/A
		Other (specify)	N/A

#### **COST PROPOSAL FOR ASSET DISPOSITION**

Please include fees and requested information for the services listed below. List additional services and associated fees, both optional or required, as part of Asset Disposition.

Asset Processing Services	Unit of Measure	Fee	Type of Devices	Comments
Testing	Each	\$6.00	Servers, Desktops, Laptops, Display Devices, Networking equipment, Mobile devices, Memory, etc.	Please specify any difference fees for separate devices
Sanitization / Sticker Removal (if needed)	Each	\$3.00	" "	
Hard drive wipe	Each	\$6.00		

- Equipment is to be disposed of by Vendor or a pre-authorized subcontractor
- Standard customer reporting included with each service (e.g., asset reporting to include make, model, part number, serial number, asset tag, configuration, condition, and grading; Certificate of Destruction, Settlement Document, etc.)
- Vendor shall take title to and sole custody of the materials after Vendor has picked up or City /Entity has delivered equipment to Vendor's facility
- All End User corporate or identifying marks must be removed.
- Items not qualified for resale will be processed as end-of-life materials and will not incur Asset Processing Service fees
- Any items with resale value will earn a pre-defined rebate for the City/entity based on a revenue sharing model. This includes whole units as well as harvested components.

Proposed Revenue Share	Proposed Rebate Percent (%)
Vendor will issue a Rebate based on a percentage of the cash value generated from the resale of Equipment after asset processing fees are deducted. This Rebate will be credited to the End User's account with Vendor on a quarterly basis and may be used to offset future invoices. The Rebate Share, less service fees, will be paid out or credited within thirty (30) days of resale. Processor will provide settlement documentation with all required certifications.	50%

	or this proposal.	