

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)**

**C-8230
11/26/2012**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Westech Recyclers International Group, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the 26th day of NOVEMBER, 2012 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and provide revenue to the City as more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best electronic waste recycling practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

- (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
 - (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.
- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

- 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Consultant warrants that:
- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.
- 3.3 Compliance Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant will not be compensated for this Project; instead, Consultant will pay City \$0.08 per pound for all computer/electronic waste and is responsible keeping the electronics recycling area clean and clear of broken glass as specifically detailed in **Exhibit D** ("Compensation"). Consultant is responsible for all costs and expenses associated with this Project.
- 4.2 Change in Scope of Project The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City

5. Billings and Payment.

Payment Consultant shall remit payment to the City on the first day of each month for all waste taken from City holding areas used for electronic waste recycling.

6. Termination.

6.1 For Convenience City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach. Consultant will not be entitled to further electronic waste recycling opportunities until after City has determined its damages

7. Conflict. Consultant acknowledges this Agreement is subject to A R S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a Consultant must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (3) These limits may be met through a combination of primary and excess liability coverage.
- c. Professional Liability. If applicable, Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.
- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant or Subconsultant, in the event that any coverage does not comply with the requirements of this section.
- (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

1. Policies. Except with respect to workers' compensation and professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Indemnification

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Consultant warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant or employee who performs work under this Agreement to ensure that the Consultant, or any employee, is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Prohibitions. Consultant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

- Westech Recyclers International Group, LLC
Earl Knudsen
1008 W. Madison Street
Phoenix, AZ 85077

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

- City of Glendale
c/o Christina Betz, Landfill Superintendent
6210 W. Myrtle, Suite 111
Glendale, Arizona 85301

With required copy to:

- City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

- 12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

- 13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a 1 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 4 years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

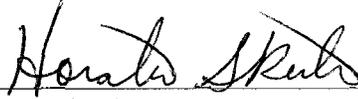
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above

City of Glendale,
an Arizona municipal corporation



By: Horatio Skeet
Its: Acting City Manager

ATTEST:



Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney

Westech Recyclers International Group, LLC,
an Arizona limited liability company



By: Earl Knudsen
Its: Member-Manager

EXHIBIT A
Professional Service Agreement

PROJECT

Under this agreement, the Contractor will remove and sell scrap electronic hardware collected at the City of Glendale Landfill, all in accordance with the City's RFP 12-32 and the Contractor's response thereto.

EXHIBIT B
Professional Service Agreement

SCOPE OF WORK

(Cover Page)

See attached.

 <p>GLENDALÉ</p>	<p>Solicitation Number: RFP12-32</p> <p>Electronics Recycling Service (E-Waste)</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTENT

The City of Glendale (“City”) requests proposals for the removal and sale of all scrap electronic hardware in accordance with the provisions, specifications, and instructions set forth in this Request for Proposal (“RFP”).

1.2 RIGHT TO RECLAIM

In the event that the contractor suspends business, or the City cancels the contract, the City reserves the rights to reclaim all scrap electronic hardware released to contractor for which full payment has not been received.

1.3 RESTORATION OF CONTRACTOR PREMISES

The City has no obligation to the Contractor with regards to restoration or rehabilitation of the contractor’s premises or property.

1.4 PERFORMANCE REQUIREMENT

The contractor must provide all labor, materials, equipment and supplies necessary for the complete performance of this contract.

1.5 SCHEDULE

- 1.5.1 The Contractor shall remove material from the City premises within seven (7) days after telephone or e-mail notification.
- 1.5.2 Any deviance from agreed upon schedule shall be preceded by a minimum twenty-four (24) hour notification from the contractor to the City.
- 1.5.3 The occurrence of excessive deviations may result in the exercising of contract cancellation rights.

1.6 TRANSPORT

- 1.6.1 Contractor must provide all equipment, labor and supplies necessary for the removal/transportation of scrap electronic hardware as outlined in this contract
- 1.6.2 Contractor is responsible for all costs of equipment, labor and supplies associated with the transportation of said materials as outlined in this contract.

1.7 LOADING

- 1.7.1 Materials shall be loaded by contractor personnel, in an efficient, safe and competent manner.

	Solicitation Number: RFP12-32 Electronics Recycling Service (E-Waste)	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.7.2 The City shall not be held responsible for the weight distribution of the load; however, City personnel will be available to assist, if necessary, as determined by Landfill/MRF Supervisor and or City Crew Leader.

1.7.3 The City will not be held responsible for the loading or tie down of the load.

1.8 STAGING

1.8.1 The City is requesting this service to be performed on site.

1.8.2 City personnel will notify contractor when the collection container is full or when the area around the collection container needs to be cleaned.

1.8.3 Once notified by City personnel the contractor must remove and replace the full container or clean up around the collection container within two (2) business days.

1.9 WEIGHT

Contractor's truck should be empty upon arrival for pick-up.

1.10 PRICING

1.10.1 The City is anticipating revenue from the recycled materials. Proposed pricing shall be on a per pound basis of "as-is" materials. The Contractor's pricing shall include all costs for the services described in this proposal.

1.10.2 The Contractor shall not charge additional fees for collection, processing or transport.

1.10.3 Note all pricing for the Scrap Electronic Hardware on the attached pricing sheet in Section 4. Price evaluation shall be made on the description as they appear on the publications. The pricing offered is to include all costs for services described in this proposal. NO additional fees for collection, processing or transport are to be charged.

1.11 SERVICE LOCATION

The City is requesting offers for, but not limited to, the following service location:

1.11.1 PRIMARY COLLECTION SITE:

City of Glendale
Municipal Landfill
11480 West Glendale Avenue
Glendale, AZ 85307

 <p>GLENDALÉ</p>	<p>Solicitation Number: RFP12-32</p> <p>Electronics Recycling Service (E-Waste)</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.11.2 The City reserves the right to add, change, or delete collection sites as deemed necessary throughout the life of the contract.

1.11.3 No other material shall be removed outside of the designated area.

1.12 CONDITIONS OF SCRAP ELECTRONIC HARDWARE

1.12.1 All material will be sold on an “as is” and “where is” basis.

1.12.2 The City makes no expressed or implied guarantee of any kind as to the condition of the material.

1.13 TYPES OF ELECTRONIC HARDWARE COLLECTED

Historically, the city has collected the following type of residential electronic items:

1.13.1 **Computers/Peripherals:** Personal computers, laptops, CPU’s, keyboards, mice, monitors, circuit boards, hard drives, software, printers, scanners, external storage devices, modems

1.13.2 **Office Equipment:** Typewriters, calculators, fax machines, adding machines, scanners, copiers

1.13.3 **Telecommunication Equipment:** Telephones, answering machines, pagers, fax machines

1.13.4 **Entertainment Equipment:** All types of Televisions, including console televisions, flat screen televisions, projection TV’s; videocassette recorders/players/cameras, stereo equipment, speakers, cameras, radios, video game systems

1.14 WEIGHT DETERMINATION

1.14.1 Tonnage for each pick-up shall be determined by the difference between the loaded and unloaded weight of the delivery vehicle, as determined by a certified scale, registered by the State of Arizona.

1.14.2 If anything other than the City scale is to be utilized for determining weights the contractor shall provide documentation deeming the scale being utilized is certified for use in the State of Arizona for the sale and resale of materials.

1.15 CONTRACTOR FURNISHED CONTAINERS

1.15.1 Contractor shall provide containers that can be easily loaded by customers and transported at no cost to the City.

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1.15.2 A site will be designated by City personnel for the containers to be placed so as to allow easy access to the containers by customers.

1.16 LICENSES

Contractor shall maintain, in current status, Federal, State, and Local licenses and permits required for the operation of the business conducted by the contractor.

1.17 SITE CLEAN-UP

1.17.1 The Contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc. and clean up the area leaving the premises clean and orderly, returning to the original conditions.

1.17.2 Throughout the duration of the contract the contractor shall keep the area where scrap is loaded in a neat and orderly condition.

1.18 PICK-UP AND WEIGH SLIPS

1.18.1 When pick-ups are made, the truck must be weighed in at the City Landfill scales. The truck driver will receive a bill of lading from the landfill scale house indicating the tare weight (empty) weight of the vehicle and/or container.

1.18.2 When pick-ups are made, the truck driver must take the bill of lading and pick-up slip, identifying the type of materials being picked up, i.e., Mixed Scrap Electronic Hardware, to the City Landfill scales.

1.18.3 All loads must weigh out at the City scales prior to leaving the landfill grounds.

1.18.4 Weight discrepancies must be reported to the City within twenty-four (24) hours of the load leaving the facility grounds.

1.18.5 Variances over 2% will be investigated; loss of fuel due to transporting material will be taken into consideration.

1.18.5 Weigh slips shall be mailed to the City, within twenty-four (24) hours after pick-up, to the collection address above. (See item 1. 11.1)

1.19 ESTIMATED ANNUAL TONNAGE

1.19.1 This is a new service for City residents and the tonnage estimates of scrap electronic hardware are unknown at this time.

1.19.2 The City does not guarantee the quantity of materials that will be generated under this contract.

 <p>GLEND LE</p>	<p>Solicitation Number: RFP12-32</p> <p>Electronics Recycling Service (E-Waste)</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.20 PAYMENT

1.20.1 Payment shall be made within fifteen (15) days after the date of invoice.

1.20.2 The check shall be made payable to the City and mailed to the remittance address below.

1.20.3 The City will investigate weight variances over two percent (2%) or dollar values over one hundred dollars (\$100) (whichever is the larger amount).

1.21 REMITTANCE ADDRESS:

Customer Service Office
Miscellaneous Accounts Receivable
5850 West Glendale Avenue
Glendale, AZ 85301-2599



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 Electronics Recycling Service (E-Waste)

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

3.0

OFFER SHEET

3.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 Authorized Signature Los Angeles Electronics LLC
 Company's Legal Name

 Printed Name Address _____

 Title Los Angeles, CA 90002
 City, State & Zip Code

 Telephone Number 310 202 6792
 FAX Number

 Authorized Signature Email Address 4 23 12
 Date

For questions regarding this offer: (If different from above)

 Contact Name 310 202 6792 310 202 6792
 Phone Number Fax Number

 Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No _____ Tax Rate _____

Offeror certifies it is a: Proprietorship _____ Partnership _____ Corporation

Minority or woman owned business Yes _____ No



Solicitation Number: RFP 12-32
 Electronics Recycling Service (E-Waste)

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

4.0 **PRICE SHEET**

4.1 **PRICE**

Description	Price per Pound (Excluding Tax)	Cost or Revenue (Circle One)	
		Cost	Revenue
Computers, Peripherals, Office Equipment, Telecommunications Equipment (See item 1.13.1, 1.13.2, and 1.13.3)	\$ 0.08	<input checked="" type="radio"/>	<input type="radio"/>
Entertain Equipment (i.e., Televisions / Monitors (See item 1.13.4)	\$ 7	<input checked="" type="radio"/>	<input type="radio"/>

4.2 **DELIVERY**

Proposer states that all items will be delivered n/a calendar days after receipt of order. Any delay in delivery beyond the stated date may result in the implementing of the "default" and/or "liquidated damages" provisions. (See item 1.15)

4.3 **PROJECT TIME SCHEDULE**

Proposer states work will commence 2 calendar days after receipt of order and completion shall be n/a calendar days after commencement

4.4 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days

Comply n/a
 YES NO
 If your answer is NO, please state terms offered: _____

4.5 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

OFFEROR NAME: Wispect Recycling LLC

EXHIBIT C
Professional Service Agreement

SCHEDULE

The Contractor estimates that the scrap electronic hardware collected at the City of Glendale Landfill will be picked up within two (2) calendar days after receipt of order. ,

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will be compensated in the amount of \$0.08 per pound of electronic/computer waste.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$N/A.

DETAILED PROJECT COMPENSATION

N/A.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible,
 - b The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.