

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: August 17, 2025
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Natural Evolution of Tulsa, OK, for Electronic Waste Recycling Services at the Buckman Road Recycling and Transfer Station (RFP No. 24055)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Services Agreement (Agreement) with Natural Evolution (NEI) of Tulsa, OK, for electronic waste recycling services at the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through August 15, 2026 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed ten years.

The Amendment also increases compensation by \$65,000 to a total amount not to exceed \$115,000.

Funding is available from 8100852.510310 (Service Contracts).

BACKGROUND

On June 21, 2024, the Agency issued Request for Proposals (RFP) No. 24055 for electronic waste (e-waste) recycling services at BuRRT.

On August 15, 2024, the Board approved a Services Agreement with NEI for e-waste recycling services for \$50,000. Per the Agreement, NEI recycles e-waste and televisions collected at BuRRT.

Amendment No. 1 to the Agreement will continue the following e-waste recycling services for Fiscal Year 2026:

- Transporting e-waste collected at BuRRT to the NEI facility in Tulsa, OK
- De-manufacturing the e-waste at the NEI facility
- Providing proper disposal, recycling, and waste handling of all materials, including CRT/LCD monitors and televisions
- Providing secure sanitization and/or destruction of data from storage media
- Paying the Agency the credits detailed in Amendment No. 1, Exhibit A
- Receiving payment from the Agency for recycling CRT/LCD monitors and televisions as detailed in Amendment No. 1, Exhibit A
- Receiving payment from the Agency for transportation as described in Amendment No. 1, Exhibit A
- Maintaining e-Steward certification and standards for responsible recycling and reuse of electronic equipment

The Agreement does not commit the Agency to a definite quantity or specific dollar value. Agency costs will be based on the type and unit weight of e-waste and televisions received by NEI.

Since 2004, NEI has recycled 1,842 tons of e-waste collected at BuRRT from Santa Fe city and county residents and businesses.

ACTION REQUESTED

The Agency requests approval of Amendment No. 1 to the Services Agreement with Natural Evolution.

Attachments:

- 1) Services Agreement – Amendment No. 1
- 2) Services Agreement with Natural Evolution

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ATTACHMENT 1

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(E-Waste Recycling Services - 2024)**

This AMENDMENT No. 1 (the “Amendment”) to the SERVICES AGREEMENT, dated August 15, 2024 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Natural Evolution, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide e-waste recycling services at the Buckman Road Recycling and Transfer Station (RFP 24055).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Five Thousand Dollars and No Cents (\$65,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00), including applicable gross receipts taxes pursuant to the fee schedule set forth in the Scope of Work in Exhibit A to the Agreement.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$50,000.00
AMENDMENT NO. 1	\$65,000.00
CONTRACT TO DATE	\$115,000.00

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 15, 2026, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Traci Phillips
President/CEO
Natural Evolution, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

**Scope of Services
for
Natural Evolution, Inc**

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF Services

Natural Evolution, Inc. (NEI) has defined several core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts on the environment and protecting worker health and safety. NEI's core business is to provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

This scope of services summarizes the recycling services, financial obligations, operating methodologies, insurance requirements, and third-party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from the Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy, as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates relevant to recycling and processing collected equipment.

www.naturalevolution.com

e-Steward/ISO 14001:2015/MIBE/HUBZONE/TERO/NAID Certified



Below is List of E-waste items acceptable and not acceptable by NEI

Items accepted for Electronics Recycling

Computers/Laptops/Servers/Tablets Network Equipment
Cell Phones LCD Monitors
** CRT Monitors Printers/Scanners/ Fax Machines Copiers
POS Scanners & Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc) Peripherals
Telephones/Telecommunications equipment/Phone Systems Security equipment
Industrial equipment UPS Systems
Industrial Control Panels
Ink & Toner – small quantities
Radios/Stereo Equipment/Receivers/DVD/VCR/Setup Box/Cable Modems etc Keyboards/Mice
Lead Acid Batteries
** TVs (All types & sizes)
**Alkaline Batteries
** Lithium Non-Rechargeable
**Ni-MH
Medical equipment *(That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit)*

***Items with an asterisk have a recycling fee*

8.4.1.2-F NEI List of Acceptable Items - Rev G
Effective Date: 02-05-24
Review Date: 10-25-2024

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Items Not Accepted for Electronics Recycling

Refrigerators

Air conditioners - not properly drained

Light bulbs

Smoke alarms

Alkaline batteries

Dehumidifiers

Oil heaters

Items that contain blood-borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at the customer's expense or be processed at the charges listed below.

Refrigerators - \$125

Air conditioners - \$125

Light bulbs - \$2.00 per bulb

Smoke alarms - \$25 per smoke alarm

e-Cigarettes & Similar Devices \$20 per

Alkaline batteries - \$1.00 per pound - Separated

Lithium Non-Rechargeable - \$3.80 per pound - Taped or bagged & separated

Ni-Mh - .05 - Taped or bagged & separated

Lead Acid/UPS Batteries - no charge

**** Batteries not taped, bagged or separated will incur \$2.00 per pound fee**

Items received that contain fluids, solvents, freon, pressurized gases, or gasoline will be evaluated on a case-by case basis. Customers will be notified about the received equipment and the best steps to take will be determined. This may include returning the equipment at the customer's expense or removing the non-conforming item and invoicing for the proper handling cost. If regulatory authorities are necessary to resolve the situation, a fee of \$500 per hour will apply.

8.4.1.3-F NEI List of Unacceptable Items - Rev H

Effective Date: 01-31-2025

Review Date: 01-31-2025

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Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy and complies with the E-Steward/ISO 14001:2015 Standard. If and when major changes to either the E-Steward or ISO 14001:2015 standard or major non-compliances are found after NEI's annual audit, SFSWMA personnel will be notified.

Financial Obligation

Financial credits and charges will be managed through NEI's software system, which is the contract report. This contract report outlines credits and any recycling fees. A lot number will be assigned for each load.

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CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

Account
Santa Fe Solid Waste Management Agency (505) 424-1850 PO#
Account Owner
Traci Phillips Natural Evolution 5701 East 13th Street (918) 836-2995 Date Modified 7/29/2025

Approved Delivery Locations
NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$0.85 Per lb.
Battery	\$2.00 Per lb.
Cell Phone	(\$1.00) Per lb.
CRT All In One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.18) Per lb.
E-Cigarettes	\$10.00 Per Item
Fluorescent Lamps	\$2.00 Per lb.
HoverBoard	\$20.00 Per Item
Laptop	(\$0.18) Per lb.
LCD All In One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per lb.
LiPo Lithium Polymer	\$3.80 Per lb.
LiSO2 Lithium Sulfur Dioxide Battery	\$3.80 Per lb.
Lithium Batteries	\$3.80 Per lb.
Mercury Bulbs	\$2.00 Per lb.
Network Equipment	(\$0.18) Per lb.
Ni-MH Batteries	\$0.05 Per lb.
Non-Rechargeable Lithium Batteries	\$3.80 Per lb.
Printer	\$0.02 Per lb.
Printer Large	\$0.02 Per lb.
Printer Medium	\$0.02 Per lb.
Printer Small	\$0.02 Per lb.
Projection Tvs	\$25.00 Per lb.

Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.18) Per lb.
Smoke Alarms	\$25.00 Per Item
Solar Panels	\$0.85 Per lb.
Solar Panels Thin	\$1.15 Per lb.
Thin/Zero Client	(\$0.18) Per lb.
TV LCD	\$25.00 Per Item
TVs	\$25.00 Per Item
TVs CRT	\$25.00 Per Item
TVs Projection	\$25.00 Per Item
Wire	(\$0.18) Per lb.
Wire/Cable ICW Scrap	(\$0.18) Per lb.

Processing Instructions

- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets

Billing Instructions

- NET Weight Received 20,000-25,000# Split Freight 50/50
- NET Weight Received over 25,000# - NEI Responsible for 100% Freight
- NET Weight Received Under 20,000# Customer Pays Freight
- Opt Out Agreement Signed & Uploaded

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We sanitize or degauss and shred all data containing devices. Our sanitization/wiping methods meet NIST 800-88 standards.

All Electronics will be recycled according the E-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website.

All equipment & material will be recycled according to the E-Steward V 4.0/ISO14001:2015 Standards & NEI's EHS Policy. NEI's EHS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs

Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 - Ohio Security Insurance Company

Commercial Automobile - \$1,000,000 - Ohio Security Insurance Company

Umbrella Policy - \$1,000,000 - Ohio Security Insurance Company

Cyber Liability Policy - Hiscox Insurance Co

Environmental Pollution Insurance - \$500,000 - Tokio Marine Specialty Insurance Company

Workers Compensation & Employers Liability - \$1,000,000 - CompSource Mutual Insurance

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Certifications - e-Steward & ISO:14001 Certification



CERTIFICATE OF REGISTRATION

The management system of certificate number 251818

Natural Evolution, Inc.

3701 East 13th Street, Tulsa, OK 74112 USA

has been assessed and certified as meeting the requirements of

eStewards 4.1

Electronics and Electronics Electronic Devices and Equipment into Consumer Electronics (Digital Imaging, Material) and Service Consumer Electronics (see the Recycled Materials Markets, Digital Electronics also Tools and Tools Used and Refurbished Electronics Devices for Consumers.

Orion Registrar is required to report the scope of this certificate and the applicability of any measures used to protect by monitoring the scope.



Initial certification: Wednesday, June 6, 2012
Current cycle start: Thursday, June 6, 2014
Latest issue: Thursday, June 6, 2014
Expiry date: Monday, June 7, 2017
Subject to annual assessments.

Certification structure: Single Site

Authorized by

A handwritten signature in black ink, appearing to read "Mike Tims".

Mike Tims
Chief Executive Officer

orioncertification.com

Certificate issued by Orion Registrar, Inc.

Certification is conditional on maintaining the required performance standards throughout the certified period of registration.
Orion Registrar, Inc., 7501 W. 48th Avenue, STE. 305, Aurora, Colorado 80015-1120, USA.

www.naturalevolution.com

e-Steward/ISO 14001:2015/MBE/HUBZONE/TERO/NAID Certified





CERTIFICATE OF REGISTRATION

The management system of certificate number 251831

Natural Evolution, Inc.

5701 East 10th Street, Tulsa, OK 74112 USA

has been assessed and certified as meeting the requirements of:

ISO 14001:2015

Collects and Disassembles Electronic Devices and
Equipment into Commodities (Sorted Scrap
Material) and Sells these Commodities into the
Recycled Materials Markets. Natural Evolution
also Tests and Tests Used and Refurbished
Electronic Devices on Customers.

Further restrictions regarding the scope of this certificate and the application of requirements may be obtained by consulting the certificate.



Initial certification: Wednesday, June 6, 2012
Current cycle start: Thursday, June 6, 2024
Latest issue: Thursday, June 6, 2024
Expiry date: Monday, June 7, 2027
Subject to annual assessments.

Certification structure: Single Site

Authorized by

Mike Jones
Chief Executive Officer

orioncertification.com

Certificate issued by Orion Registrar, Inc.

Certification is conditional on maintaining the required performance standards throughout the certified period of registration.
Orion Registrar, Inc., 1921 W. 40th Avenue, STE. 225 Aurora, Colorado 80012-3128, USA.

www.naturalevolution.com

e-Steward/ISO 14001:2015/MBE/HUBZONE/TERO/NAID Certified



ATTACHMENT 2

Services Agreement with Natural Evolution

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
NATURAL EVOLUTION, INC.
(Electronic Waste Recycling Services - 2024)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Natural Evolution, Inc. (“Contractor”) for electronic waste (e-waste) recycling services (RFP No. 24055) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. 24055 and all related Contract Documents, including Contractor’s bid in response thereto, which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article per Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 15, 2025, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or

services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of commercial general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising for data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

E. Contractor shall also carry and maintain environmental liability insurance throughout the term of this Agreement to cover no less than \$500,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, County of Santa Fe, State of New Mexico.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Traci Phillips
CEO
Natural Evolution, Inc.
5701 East 13th Street
Tulsa, OK 74112
Email: traci.phillips@naturalevolution.com

A. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

B. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

C. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

EXHIBIT A
Scope of Services
for
Natural Evolution, Inc.

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF Services

Natural Evolution, Inc. (NEI) has defined several core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts on the environment and protecting worker health and safety. NEI's core business is to provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, and Zero international dumping and Zero Prison Labor Commitment.

This scope of services summarizes the recycling services, financial obligations, operating methodologies, insurance requirements, and third-party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from the Santa Fe Solid Waste Management Agency (SFSWMA) according to our Environmental Health & Safety Policy, as outlined below. NEI will coordinate with SFSWMA personnel for all transportation scheduling requirements and any updates relevant to recycling and processing collected equipment.

www.naturalevolution.com

E-Steward/ISO 14001:2015/MBE/HUBZONE/TERO Certified



Natural Evolution, Inc.



An Electronics Recycling Company

Environmental, Health, Safety & Stewardship Policy

Natural Evolution Inc. (NEI) is committed to providing electronics recycling services to our clients in the most sustainable & effective way while minimizing the carbon footprint from beginning to end. Processing the stream with Zero waste, Zero international dumping & Zero Prison Labor commitments. In support of this Policy, NEI voluntarily maintains certifications with the ISO 14001, NAID, and e-Stewards standards.

- NEI is committed to continual improvement as well as the development & use of performance metrics that are essential to long term business success. NEI has identified four key areas of focus: customer service levels, profitability, carbon & resource management, and employee well-being.
- NEI is committed to the protection of the environment, human health and safety, data security and social accountability.
- NEI is committed to the prevention of pollution and protection of biodiversity, ecosystems, and the health of humanity globally through responsible recycling.
- NEI is committed to protecting workers' rights to a workplace free from harassment, discrimination, pollutants, and hazardous conditions.
- NEI is committed to fulfilling its compliance obligations, including applicable legal and other requirements relative to environmental, stewardship and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental and stewardship objectives.
- NEI will go beyond the requirements for compliance by integrating the values of sustainability, stewardship, and resource conservation into our operations & services.
- NEI is committed to prevent Transboundary Movement of Materials of Concern (MOCs) in violation of relevant laws, treaties, agreements, and the e-Stewards Standard.
- NEI prohibits the use of forced and child labor.
- NEI restricts the use of Prison Operations in accordance with the e-Stewards Standard.
- NEI restricts the disposal of MOCs in accordance with the e-Stewards Standard.
- NEI is committed to communicating the policy to all persons working for or on behalf of the organization and to interested parties.



Traci Phillips - President

1-24-2024
Date

5.2.1-P EH&S Policy - Rev H.docx
Effective Date: 01-24-2024

Natural Evolution, Inc.



An Electronics Recycling Company

Items accepted for Electronics Recycling

Computers/Laptops/Servers
Network Equipment
** LCD Monitors
** CRT Monitors
Printers/Scanners/ Fax Machines
Copiers
POS Scanners & Equipment
Stereo Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc)
Peripherals
Telephones/Telecommunications equipment/Phone Systems
Security equipment
Medical equipment *(That has been inspected and decontaminated of blood borne pathogens, fluids, solvents, pressure gases or radioactive sources. * Proof of decontamination is required, this can be a decontaminated sticker or paperwork attached to the unit)*
Industrial equipment
UPS Systems
Cell phones
VCRs
Radios
Keyboards & Mice
Lead Acid Batteries
** TVs
**Alkaline Batteries
** Lithium Non-Rechargeable
**Ni-MH
Industrial Control Panels
Ink & Toner – small quantities

**Items with an asterisk have a recycling fee

8.4.1.2-F NEI List of Acceptable Items - Rev F.docx
Effective Date: 03-21-22



Items Not Accepted for Electronics Recycling

- Refrigerators
- Air conditioners – not properly drained
- Light bulbs
- Smoke alarms
- Alkaline batteries
- Dehumidifiers
- Oil heaters

Items that contain blood borne pathogens, fluids, solvents, freon, pressure gases, radioactive or gasoline sources

Any items mentioned above will either be returned at customer's expense or be processed at the charges listed below.

- Refrigerators - \$125
- Air conditioners - \$125
- Light bulbs - \$2.00 per bulb
- Smoke alarms - \$25 per smoke alarm
- e-Cigarettes & Similar Devices \$20 per
- Alkaline batteries - \$1.00 per pound - Separated
- Lithium Non-Rechargeable - \$4.00 per pound – Taped or bagged & separated
- Ni-Mh - .05 – Taped or bagged & separated
- Lead Acid/UPS Batteries no charge

**** Batteries not taped, bagged or separated will incur \$2.00 per pound fee**

Received items that contain fluids, solvents, freon, pressure gases or gasoline sources will be evaluated on a case by case basis, and customer will be notified of received equipment and determine best steps forward. This may include returning equipment at customer's expense or removing the non-conformance item and invoicing for the cost of proper handling. If regulated authorities are required to resolve the situation a \$200 per hour fee will be included.

8.4.1.3-F NEI List of UnAcceptable Items - Rev G
Effective Date: 07-05-24

Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy and complies with the E-Steward/ISO 14001:2015 Standard. If and when major changes to either the E-Steward or ISO 14001:2015 standard or major non-compliances are found after NEI's annual audit, SFSWMA personnel will be notified.

Financial Obligation

Financial credits and charges will be managed through NEI's software system, which is the contract report. This contract report outlines credits and any recycling fees. A lot number will be assigned for each load.

CONTRACT REPORT

Santa Fe Solid Waste Management Agency

Natural Evolution, Inc.



An Electronics Recycling Company

Account
Santa Fe Solid Waste Management Agency (505) 424-1850 POB:
Account Owner
Traci Phillips Natural Evolution 5701 East 13th Street (918) 836-2995 Date Modified 8/5/2024

Approved Delivery Locations

NEI - Tulsa - Tulsa - Receiving

Material Pricing

Class/Sub Class	Recycling Fee
Air Conditioner	\$125.00 Per Item
Alkaline Batteries	\$2.00 Per lb.
Battery	\$2.00 Per lb.
CAT-5 Wire	(\$0.25) Per lb.
Cell Phone	(\$1.00) Per lb.
Circuit Boards	(\$0.25) Per lb.
CRT All in One	\$9.00 Per Item
CRT Monitors	\$9.00 Per Item
Desktop	(\$0.20) Per lb.
HoverBoard	\$20.00 Per Item
iPads/Tablets	(\$0.01) Per lb.
Laptop	(\$0.20) Per lb.
LCD All in One	\$9.00 Per Item
LCD Monitor	\$9.00 Per Item
Light Bulbs	\$2.00 Per Item
Lithium Batteries	\$3.80 Per lb.
Mercury Bulbs	\$2.00 Per Item
Miscellaneous	(\$0.01) Per lb.
Miscellaneous Electronics	(\$0.01) Per lb.
Network Equipment	(\$0.20) Per lb.
Ni-MH Batteries	\$0.05 Per lb.
Non-Rechargeable Lithium Batteries	\$3.80 Per lb.
Projection Tvs	\$25.00 Per Item
Projector Bulbs	\$2.00 Per lb.
Refrigerator	\$125.00 Per Item
Server	(\$0.20) Per lb.

Smoke Alarms	\$25.00 Per Item
Solar Panels	\$0.85 Per lb.
Solar Panels Thin	\$1.15 Per lb.
TV LCD	\$25.00 Per Item
TVs	\$25.00 Per Item
TVs CRT	\$25.00 Per Item
TVs Projection	\$25.00 Per Item
Wire	(\$0.20) Per lb.

Processing Instructions

- Cellphones & Tablets may be resold
- COMPLETE 8.1.1-F Customer Count Comparison Log Form if Customer has Counts on Pallets
- Document & Email Work Progress, Updates, Events, Notes etc.
- Document Carrier BOL # in Lot Notes
- Whole Equipment May be Resold (Data Containing or Not)

Billing Instructions

- cfrancisco@sfswwa.org
- NET Weight Received 20,000-25,000# Split Freight 50/50
- NET Weight Received over 25,000# - NEI Responsible for 100% Freight
- NET Weight Received Under 20,000# Customer Pays Freight
- PO# 2023 22300478
- show entire transportation cost in invoice with deduction grouped together

Contract Notes

Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy. Our Policy is available upon request. We accept data security responsibility upon pickup or delivery of equipment. We degauss or shred all data containing devices. All Electronics will be recycled according the e-Steward/ISO14001 standard and our Environmental Health & Safety Policy which can be found on our website. Thank you for choosing Natural Evolution for your end of life electronic asset recycling needs.

All equipment & material will be recycled according to the e-Steward/ISO14001:2015 Standards & NEI's Environmental, Health, Safety & Sustainability Policy

NEI's EH&SS Policy can be found at <https://www.naturalevolution.com/ehs-policy>

All Data Containing Devices will be Sanitized according to NIST 800-88 Standards &/or Shredded unless otherwise requested.

In order for NEI to accept Medical Equipment for recycling All Medical Equipment MUST be Tagged or Labeled Sanitized &/or Disinfected prior to NEI Pick-up or Receiving - See CDC Guideline for Disinfection and Sterilization for reference http://www.cdc.gov/hicpac/pdf/guidelines/Disinfection_Nov_2008.pdf

NEI Portal access is provided to all necessary SFSWMA personnel determined by SFSWMA.

Form: 8.1.1-F Customer Count Comparison Log Form will be uploaded to the portal for each lot detailing the count comparison between SFSWMA & NEI.



CERTIFICATE OF REGISTRATION

The management system of certificate number **251810**

Natural Evolution, Inc.

5701 East 13th Street, Tulsa, OK 74112 USA

has been assessed and certified as meeting the requirements of:

eStewards 4.1

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

Further clarifications regarding the scope of this certificate and the applicability of requirements may be obtained by consulting the certifier.



Initial certification: Wednesday, June 6, 2012

Current cycle start: Thursday, June 6, 2024

Latest issue: Thursday, June 6, 2024

Expiry date: Monday, June 7, 2027

Subject to annual assessments.

Certification structure: Single Site

Authorized by

Mike Tims
Chief Executive Officer

orioncertification.com

Certificate issued by Orion Registrar, Inc.

Certification is conditional on maintaining the required performance standards throughout the certified period of registration.
Orion Registrar, Inc., 7502 W. 80th Avenue, STE. 225 Arvada, Colorado 80003-2128, USA.



CERTIFICATE OF REGISTRATION

The management system of certificate number 251811

Natural Evolution, Inc.

5701 East 13th Street, Tulsa, OK 74112 USA

has been assessed and certified as meeting the requirements of:

ISO 14001:2015

Collects and Dismantles Electronic Devices and Equipment into Commodities (Sorted Scrap Material) and Sells these Commodities into the Recycled Materials Markets. Natural Evolution also Tests and Sells Used and Refurbished Electronic Devices to Customers.

Further clarifications regarding the scope of this certificate and the applicability of requirements may be obtained by consulting the certificate.



Initial certification: Wednesday, June 6, 2012

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