

74658
NCA

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR PURCHASE OF ELECTRONIC RECYCLABLE MATERIAL (“Agreement”) is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (“City”), a home rule city of the State of Texas and **COMPUCYCLE, INC.** (“Contractor”), a Texas corporation.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director of
Administrative and Regulatory Affairs Dept.
City of Houston
P. O. Box 1562
Houston, Texas 77251-1562

Contractor

CompuCycle, Inc.
7700 Kempwood Drive
Houston, Texas 77055
Phone: (713) 866-8021

The Parties agree as follows:

B. Table of Contents

2012 MAR 30 AM 11:03
CONTROLLER'S

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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
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- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS

C. Parts Incorporated

The above-described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

COMPUCYCLE, INC.

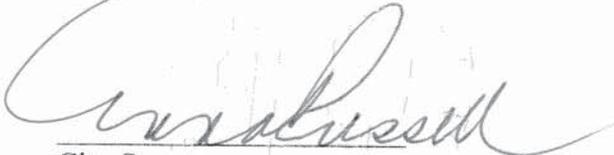
By: _____
Name:
Title:

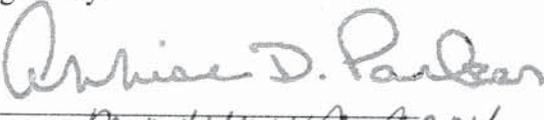
By: 
Name: Clive Hess
Title: President

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

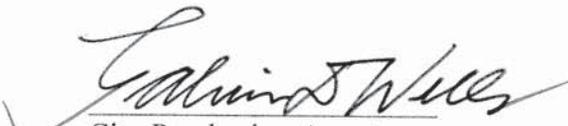
Signed by:

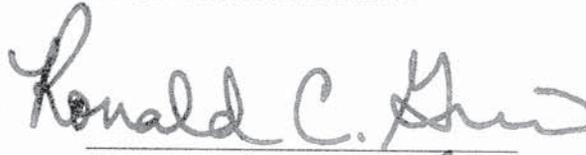

City Secretary


Mayor 

APPROVED:

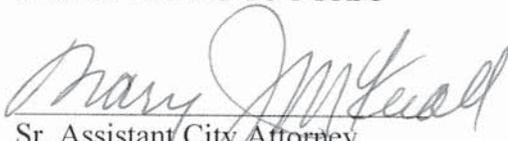
COUNTERSIGNED BY:


City Purchasing Agent


City Controller 

APPROVED AS TO FORM

DATE COUNTERSIGNED:


Sr. Assistant City Attorney
L. D. File No. 0371200001001

3-30-12

II. DUTIES OF CONTRACTOR

A. Scope of Services

Contractor shall purchase Electronics as described in Exhibit "B", Scope of Services.

B. Payments by Contractor

Contractor shall pay the City monthly for the purchase of the Electronics as provided in Exhibit "H".

C. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

D. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR

INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

E. Indemnification Procedures

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances, which could give, rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,

- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

F. Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	Bodily Injury by accident \$100,000 (each accident) Bodily Injury by Disease \$100,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Bodily Injury and Property Damage, Combined Limits of \$100,000 each Occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (for vehicles Contractor uses in performing under this Agreement, including Employer's Non-Owned and Hired Auto Coverage)	\$1,000,000 combined single limit
Pollution Liability	\$1,000,000 per occurrence or claim and \$3,000,000 aggregate

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy shall have (1) a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its

officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.

- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Policies may not be canceled, materially modified, or nonrenewed unless the Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above

requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence.

Contractor shall provide copies of insurance certificates to the Director.

(11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 5% of the Value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them. Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the attorneys of the respective parties must also sign the subcontract.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is

incorporated into this Agreement as Exhibits "E", "F", and "G" and is on file in the City Secretary's Office.

K. Environmental Laws

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's reasonable opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay Contractor for the basic services Contractor renders under this Agreement in accordance with the budget set forth in Exhibit "H."

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director showing the work performed as described in Exhibit "H". The invoice shall also show the corresponding payment due the City for the recycled product. In the event the total fees due Contractor exceed the total payments due the City, the City shall pay the difference to Contractor at its address for notices within 30 days of receipt of an approved invoice. In the event the payments due the City exceed the charges owed to Contractor the Contractor shall pay the City the difference at its address by payment attached to the invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. If the dispute is settled in favor of Contractor, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice

for the disputed item only. If the dispute is settled in favor of the City, the City shall not pay the disputed amount.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$15,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

(4) The Director is authorized to approve up to \$30,000.00 in supplemental allocations for this Agreement without City Council approval.

(5) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

IV. TERM AND TERMINATION

A. **Contract Term**

This Agreement is effective on the Countersignature Date and remains in effect until three (3) years initial term unless sooner terminated according to the terms of this Agreement.

B. **Notice to Proceed**

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. **Renewals**

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

D. **Termination for Convenience by the Parties**

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to the other

Party. The Parties' right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

On receiving the notice, the Party receiving notice shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement, unless otherwise specified.

E. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future.

Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent shall deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective.

If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.

F. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of either Party.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO

CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY
RECOURSE THEREFOR.

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Department Director" is the Director of a City Department furnishing Electronics to Contractor.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contract Term" is defined in Article IV (A).

"Contract Year" means each twelve month period of time beginning on the start date cited in the Notice to Proceed.

Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of the Administration and Regulatory Affairs participating in this contract, or the person he or she designates.

"Effective Date" is defined as the City Controller countersigns date contract.

"Electronics" means end-of-life electronic equipment such as computers, computer monitors and cathode ray tubes (CRTs), peripheral equipment, televisions, telephones, and other recoverable and or reusable electronic equipment generated by City of Houston Departments including all items described in Exhibit "H".

"Governing Body," means the Mayor and City Council of the City of Houston.

"Notice to Proceed," means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" means all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"

SCOPE OF SERVICES

1. Electronics Pick-Up

1.1 The Contractor shall, on an as needed basis, provide for the packing, loading, transportation, unloading, and audit trail documentation of the end-of-life Electronics. Also, the Contractor shall supply packing materials such as pallets, boxes, shrink wrap, etc., when requested by the City.

1.2 Contractor shall respond within 48 hours of request for service to acknowledge receipt of request for service and issue a work-order document number. All items listed on the associated work-order shall be removed from the requesting City department site within 30 days from receipt of request.

1.3 The Contractor shall verify item count and item description listed on each work-order. The Contractor shall provide appropriate packaging, loading, and transportation for Electronics located in a single location as specified by the work-order. Each work-order shall include but not limited to:

- Contractor Name,
- Contractor Address,
- Contractor Phone Number,
- Contractor Work-Order Number,
- City Contract Number,
- Requesting Department,
- Department Contact,
- Specific Location Where Electronics is Consolidated For Pick Up,
- (Street address, building name, floor, room number, etc.)
- Pick-up date and time,
- A Listing of the Electronics to be Recycled/Reused, and
- The Quantity of the Electronics in Each Category as Specified and Described in Exhibit "H"

1.4 The Contractor shall allow 30-minutes pick-up and process time for each work-order.

2. Electronics Disposition

2.1 All items that are recycled or disposed of must have an audit trail on the Electronics final destination. A primary deliverable under this contract will be a disposition certificate for the Electronics that a City department provides. The Contractor shall ensure that all recovered Electronics are recycled or properly disposed of (as a last result), and documented. Documentation of the recycling/disposal actions for each Electronics category as listed in Exhibit "H" shall be reported within 90 days of receipt of service request to the respective Department representative. This will allow the Department Director or Designee to maintain appropriate records which demonstrate compliance with Federal and State laws such as the Resource Conservation and Recovery Act (RCRA) and the US Department of Defense standard 5220.22-M standard for disc sanitization.

2.2 An Inventory Report shall be created listing Electronics by item and/or pallet.

2.2.1 The Inventory Report shall include the manufacturer, model, serial number and asset tag numbers.

- 2.2.2 The Electronics Lot Audit Reports shall include services performed and Electronics valuation.
- 2.2.3 The Monthly Statement shall include summary of fees charged and monies due the City, for resalable Electronics.
- 2.3 Risk of loss for Electronics picked up by the Contractor shall be passed to the Contractor upon physical transfer of such Electronics. The Contractor is responsible for transporting the Electronics to its facilities and for obtaining any permits, licenses and approvals required under applicable laws.
- 2.4 Transporting of Electronics shall be made using the Contractor's own vehicles and employees. This function shall not be outsourced due to security concerns.
- 2.5 Title to any Electronics that is purchased by the Contractor shall pass to the Contractor when Electronics is paid for in full.
- 2.6 The Contractor shall destroy all data stored in any Electronics, utilizing software that is compliant with Department of Defense specifications. Non-functioning drives must be shredded. Other destruction methods shall not be accepted. Contractor will provide serial numbers of each hard drive and each computer from which a hard drive is removed. Contractor shall not out source data destruction or shredding services, for security reasons.
- 2.7 The Contractor shall shred drives on-site using its own equipment and employees if instructed by any City Department Director or designee. This service shall not be outsourced.
- 2.8 The Contractor shall maintain accurate books and records associated with the services provided, including reports, certificates, shipping documents, and permits. Such records shall be maintained for a period of (a) three (3) years following completion of the services to which they relate or (b) the period of time required to be maintained by applicable laws. All such records shall be available for review by the City or its representatives during Contractors normal business hours, upon ten (10) days-notice.
- 2.9 City of Houston personnel shall be welcomed to visit and inspect Contractor's facilities where the Electronics is stored or destroyed and to evaluate the Contractor's processes for services performed pursuant to this Agreement.

3. Equipment Data and Security

- 3.1 It is the sole responsibility of the Contractor to erase all confidential, proprietary and sensitive business information contained in all electronic memory components (included but not limited to hard drives, memory chips in facsimiles and scanners), the Contractor must ensure that sensitive data is not inadvertently compromised. When Electronics are on the Contractor's facility, the Contractor shall provide adequate security to prevent theft or loss of the Electronics. The Contractor must have the ability to document custody and control of the Electronics provided for de-manufacture and must ensure item accountability until the Electronics are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the Contractor shall notify the respective City Department Director or Designee.
- 3.2 Performance under this Agreement does not authorize the Contractor to handle confidential, proprietary or sensitive business information. Should Contractor employees come into actual or suspected possession of confidential, proprietary or sensitive business information, the Contractor shall immediately secure such information or Electronics from both physical loss and compromise. When requested by the respective City Department Director or Designee, the Contractor shall assure that sensitive information stored in the Electronics is properly sanitized and that an audit trail is created to track and report on the Electronics' final destination.

4. Contractor Prerequisites/Complaints/Management

4.1 The Contractor must be a R2 certified or e-Steward certified electronics recycler. Either accredited certification will qualify.

4.2 The Contractor shall be available to solve procedural and operational problems which may arise during and after program implementation. Problems must be solved in an expedient manner once notification of the problem is given to the Contractor by the Department. Within five (5) working days after notification of said problem, the Contractor shall submit a written report to the Department Director or Designee, detailing how the problem will be solved and the solution that will be implemented.

4.3 The Contractor's office shall be equipped with sufficient telephones and shall have a responsible person in charge during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday excluding City of Houston holidays and shall provide for prompt handling of emergencies and all other special complaints or calls.

5. Department Responsibilities

5.1 All shipments of Electronics generated by City of Houston Departments shall be accompanied by appropriate shipping papers or other approved shipping documentation, completed by the Department Director or Designee. It shall be the responsibility of each participating Department to ensure that all requirements have been met for the surplus of the respective Department's Electronics, including but not limited to inspections, property tag removal, security actions ("disk wiping," etc.) and documentation.

5.2 It shall also be the responsibility of each participating Department to insure that all Electronics designated for recycling is consolidated in one physical location per street address for efficient pick-up by the Contractor. Prior to requesting a pick-up, the user Department shall prepare an inventory list for each specific request.

6. Semiannual Electronic Recycling Drives

CompuCycle will provide semiannual Electronics recycling drives for City of Houston employees at no charge to the City. The Electronics recycling drive will be held in the Spring (March) and Fall (October).

7. Sale of New or Refurbished Electronic Products to City Employees

Subject to the Director's approval, CompuCycle may offer a program of direct sales of CompuCycle new or refurbished electronic products to City of Houston employees.

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The Contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the Contractor and each subcontractor.

EXHIBIT "D"

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, C Live Hess President as an owner or officer of
(Name) (Print/Type) (Title)
Compucycle, Inc. (Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 2-21-2012

Contractor Name Compucycle Inc.

Signature [Signature]

Title President

EXHIBIT "F"

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS

I, Czive Aess as an
(NAME) (PRINT/TYPE)

owner or officer of Computycle, Inc. (Contractor) have authority to bind the Contractor with respect to its bid, and certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

2-21-2012
DATE

Computycle, Inc.
CONTRACTOR NAME


SIGNATURE

President
TITLE

EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

I, Clive Hess President as an owner or officer of
 (Name) (Print/Type) (Title)
Compucycle Inc. (Contractor or Vendor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from Jan to Dec, 2011.

CH
 Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

CH
 Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

CH
 Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

CH
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is.

CH
 Initials From 1-1-2011 to 12-31-2011 the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	1	0	0	1
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

CH
 Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

CH
 Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

2-21-2012
 (Date)

Compucycle Inc. / Clive Hess
 (Typed or Printed Name)
[Signature]
 (Signature)
President
 (Title)

EXHIBIT "H"

FEES AND COSTS

EXHIBIT III - PRICE SHEET / FEE SCHEDULE
SOLICITATION NO.: 517-T23916

ITEM	RECEIVING CHARGE	DRIVE WIPE OR SHREDDING CHARGE	RECYCLING CHARGE	PAYMENT FOR NON WORKING PRODUCT	PAYMENT FOR COMPLETE SALABLE PRODUCT
PCs (Pentium 3 and older Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$4.00 ea (Complete units)	\$4.00 ea
PCs (Pentium 4 Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$4.00 ea (Complete units)	\$10.00 ea - \$32.00 ea
PCs (Pentium D Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$4.00 ea (Complete units)	\$35.00 ea - \$85.00 ea
PCs (Core 2 Duo Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$4.00 ea (Complete units)	\$45.00 ea - \$100.00 ea
Notebooks (Pentium M Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$5.00 ea (Complete / screen intact)	\$20.00 ea - \$45.00 ea
Notebooks (Core Duo Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$5.00 ea (Complete / screen intact)	\$45.00 ea - \$85.00 ea
Notebooks (Core 2 Duo Processor)	\$3.00 ea	\$3.00 ea	No Charge	\$5.00 ea (Complete / screen intact)	\$85.00 ea - \$145.00 ea
LCD Monitor (15" Screen)	\$3.00 ea	No Charge	No Charge	\$3.00 ea (with base, screen intact)	\$10.00 ea
LCD Monitor (17" Screen)	\$3.00 ea	No Charge	No Charge	\$3.00 ea (with base, screen intact)	\$25.00 ea
LCD Monitor (19" Screen)	\$3.00 ea	No Charge	No Charge	\$3.00 ea (with base, screen intact)	\$30.00 ea
LCD Monitor (21" Screen)	\$3.00 ea	No Charge	No Charge	\$3.00 ea (with base, screen intact)	\$35.00 ea
LCD Monitors (with broken screens)	\$3.00 ea	No Charge	\$0.20 / lb	No Payment	No Payment
Servers	\$3.00 ea	\$3.00 ea	No Charge	\$0.15 per pound	Fair Market Price
Routers / Switches / Hubs	\$3.00 ea	No Charge	No Charge	\$0.15 per pound	Fair Market Price
Printers / Scanners / Fax Machines	\$3.00 ea	No Charge	No Charge	No Payment	Fair Market Price
Hard drives	No Charge	\$3.00 ea	No Charge	\$0.10 per pound	\$0.10 per pound
Cell Phones	No Charge	No Charge	No Charge	\$1.00 per pound	\$1.00 per pound
Printed Circuit Boards (High Grade)	No Charge	No Charge	No Charge	\$2.50 per pound	\$2.50 per pound
Printed Circuit Boards (Low Grade)	No Charge	No Charge	No Charge	\$0.10 per pound	\$0.10 per pound
UPS	No Charge	No Charge	No Charge	\$0.10 per pound	\$0.10 per pound
Telecommunications Equipment	No Charge	No Charge	No Charge	\$0.20 per pound	\$0.20 per pound
Cables (Mixed power & network)	No Charge	No Charge	No Charge	\$0.35 per pound	\$0.35 per pound
Office Equipment	No Charge	No Charge	\$0.25 / lb	No Payment	No Payment
CRT Monitors	\$3.00 ea	No Charge	\$0.18 / lb	No Payment	No Payment
TV's	\$3.00 ea	No Charge	\$0.25 / lb	No Payment	No Payment
Terminals	\$3.00 ea	No Charge	\$0.25 / lb	No Payment	No Payment
Commercial Equipment	No Charge	No Charge	\$0.25 / lb	No Payment	No Payment
Unsorted Additional Products	No Charge	No Charge	\$0.25 / lb	No Payment	No Payment
Copy Machines	\$3.00 ea	No Charge	No Charge	No Payment	No Payment
VCRs, Stenos, Radios, CD/Tape Players	No Charge	No Charge	No Charge	No Payment	No Payment
Telephones	No Charge	No Charge	No Charge	No Payment	No Payment
Electronic Games	No Charge	No Charge	No Charge	No Payment	No Payment
Switching boxes	No Charge	No Charge	No Charge	No Payment	No Payment
Controllers	No Charge	No Charge	No Charge	No Payment	No Payment
Modems	No Charge	No Charge	No Charge	No Payment	No Payment
Docking Stations	No Charge	No Charge	No Charge	No Payment	No Payment
CD ROMs	No Charge	No Charge	No Charge	No Payment	No Payment
Resistors Capacitors	No Charge	No Charge	No Charge	No Payment	No Payment
Diodes	No Charge	No Charge	No Charge	No Payment	No Payment
Rechargeable Batteries	No Charge	No Charge	No Charge	No Payment	No Payment
Peripherals	No Charge	No Charge	No Charge	No Payment	No Payment

Notes: Pricing guaranteed for 180 days

Transportation: Will collect product from 3 locations

Transportation Charges: No charge for a minimum pickup of 50 items including servers, PCs, notebooks, monitors and printers.

Transportation Charges: For collection of less than 50 items, there will be a \$75.00 per collection fee.

Delivery to CompuCycle: There will be no charge for product delivered by the City to CompuCycle's facility