



DENVER
THE MILE HIGH CITY

JOHN W. HICKENLOOPER
MAYOR

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE., DEPT. 304
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Date: March 5, 2009

TO: All PCRs

FROM: Sherry Grams, Buyer Supervisor *SG*

SUBJECT: ELECTRONIC MATERIALS RECYCLING SERVICES
Master Purchase Order Number 0635A0109
Title: ELECTRONIC MATERIALS RECYCLING SERVICES
Term: 3/5/2009 to 2/28/2010

Please note the below Master Purchase Order Number; it may be up to 10 characters long and is unique for each vendor. You must use the Master Purchase Order Number in the "Purchasing Auth" field on your Payment Requests.


Master Purchase Order(s) have been issued to the following vendors:

Item No.:	EPP Attribute	Contract Reference ID Number	Vendor ID Number	Successful Bidder's Name and Address
1-16	RU RY PD	0635A0109	0000080590	Guaranteed Recycling Xperts (GRX)

Environmentally Preferred Purchasing Positive Attributes that apply to this proposal.

NA	No Attributes	RC	Recycled Content	RY	Recyclability	PD	Product Disassembly Potential
DY	Durability	RU	Reusability	TB	Take-Back	RR	Reconditioned / Remanufactured
BB	Bio-Based	EE	Energy Efficient	WE	Water Efficiency	LV	Low Volatile Organic Compounds
BD	Bio-Degradable	AQ	Indoor Air Quality	LH	Less Harmful Content	OA	Other Attributes

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No. 0635A0109	
City & County of Denver		Date: 3/5/2009	Revision No.
Purchasing Division		Payment Terms	N/30
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION
Denver, CO 80202		Ship Via	Best Surface
United States		Buyer:	Sherry Grams
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8113

Vendor: GRX Phone: 720-377-7700 Fax: 720-377-0496

Guaranteed Recycling Xperts (GRX)
4920 Washington Street
Denver, CO 80216
Attn: Matt McLaughlin



Ship To: Various Agencies
Bill To: Various Agencies

1. Goods/Services:

Guaranteed Recycling Xperts (GRX), a Colorado Company, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"- vendor's receiving form), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Agreement shall run from Date of Signature/2009 to and including 02/28/2010. It is also a specific provision of this proposal that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this proposal for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original agreement.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. Shipping Point unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a receiving document. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall

obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods upon receipt by GRX. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship from" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of One Hundred and Fifty Thousand Dollars (\$150,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on www.Ins-Cert.com and link the information to City. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager of General Services.

This Master Purchase Order is acknowledged and agreed to by:

Vendor

City & County of Denver, Purchasing Division

By: [Signature]
Print Name: Mike Wright
Title: President
Date: March 5 2009

By: [Signature]
Print Name: Sherry Gates
Title: Deputy Supervisor
Date: 3/5/09

EXHIBIT "A"

Title: ELECTRONIC MATERIAL RECYCLING SERVICES
Master Purchase Order No.: 0635A0109

It is recommended that you use your Master Purchase Order No. – 0635A0109, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

The City and County of Denver is committed to protecting the environment and the health of its employees and the public.

Electronic material shall include but not be limited to scanners, printers, cell phones, microwaves, television sets, VCRs/DVD players, blackberries, desk top, laptop, notebook and hand held computer assemblies and peripherals, servers, LCD, CRT and other types of monitors, UPS and IT/telecommunications devices such as switches, routers, hubs, etc. GRX shall provide collection of recyclable electronic materials from Denver International Airport (DIA) and any/all other City and County of Denver (CCoD) agencies. GRX will collect only electronic recyclables designated by Denver International Airport and City and County of Denver agencies who formally notify the Vendor 48 hours in advance. GRX shall determine if any electronic material is unrecyclable. Disposal of un-recyclable residuals by GRX shall conform to applicable EPA guidelines and applicable local, state and federal laws and must be reported to the City's Contract Administrator(s). GRX shall include this activity with the required quarterly reports.

GRX will coordinate collection within 3 business days of the original notice, excluding weekends. GRX shall provide all equipment and materials required to collect, palletize and transport to their facility for sorting, inventorying and recycling according to material best recycling practices (metal, wire, plastic, paper, etc). GRX vendor shall send a Certificate of Recycling (with job number, quantity of material (by number of units or pieces), unit-level serial number and total weight), to the designated City and County of Denver agency and a copy to the Contract Administrator within 10 business days of each pick up.

GRX shall collect all designated electronic recyclable items at locations identified by the appropriate DIA or City representative. **DIA representative** - Contract Administrator – Janell Barrilleaux (303)342-2730, **City representative** – Contract Administrator – Paul Bedard 720-865-5473.

GRX shall handle all City and County of Denver and DIA hard drives as instructed on page 9 under "Profit Sharing", and provide applicable Certificates of Destruction. The City reserves the right to bear witness to the destruction upon request. Destroyed hard drive must be managed as circuit boards unless the circuit boards are removed.

GRX shall specify the manner in which merchandise will be collected, managed, packaged, shipped, palletized, stacked/shrink wrapped, etc. It shall have management systems in place to be able to report to the City, upon request, to provide assurance it is conforming to these specifications for handling the City's recyclable electronic material and designated un-recyclable residuals..

GRX shall provide adequate labor/personnel and all necessary equipment to load items at any City and County of Denver site.

GRX shall track each item received from the City by serial # (excluding small peripheral devices and components such as keyboards, pointing devices, separate circuit boards and drives).

GRX shall remove any existing asset tags and return them to the City. GRX shall observe and comply with the Final rule on CRT's [Federal Register, July 28, 2006 (Volume 71, Number 145)] [Rules and Regulations] [Pages 42947-42949] whereby CRT's both damaged and undamaged are exempt from designation as solid waste so long as they are managed accordingly per the details of the rule. Please proceed to the following websites for more information:

<http://www.epa.gov/EPA-WASTE/2006/July/Day-28/f6490.htm>

<http://www.epa.gov/epawaste/hazard/recycling/electron>

GRX shall be in the process of taking steps to become qualified/certified by the Basel Action Network's e-Stewards Program Pledge and when available, e-Stewards certification and the EPA's R2 program. We understand a full qualification certification cannot be completed by submission of a proposal but would like to see documentation that you have started the certification process. GRX shall provide, with their quarterly report, updates on their progress of becoming qualified/certified by the Basel Action Network's e-Stewards Program Pledge and e-Stewards certification and the EPA's R2 program.

MANDATORY REQUIREMENTS:

1. GRX shall not maintain outdoor piles of dismantled equipment or parts, unless controls are implemented to prevent pollution and these controls conform to any state permit requirements.

2. Burning of any electronic waste derived materials without stringent controls is not a legitimate reclamation and disposal process and is prohibited under this MPO, unless specifically authorized by the Contract Administrator(s) and documented in writing. However, separation of commodities and reduction to ash of non-reclaimable matrix materials through incineration, when performed at facilities with appropriate emissions and solid waste engineering controls and that are licensed to operate in the United States or other OECD countries, is allowed without special consent of the Contract Administrator(s).

3. Monitors, televisions and other equipment containing Cathode Ray Tubes (CRTs): GRX shall separate the plastic housings, copper wires and metals, CRTs and other materials. The CRTs shall be recycled at a glass-to-glass recycling facilities, lead smelters, or glass recyclers domestically, within OECD (Organization of Economic Cooperation and Development) countries, or, if not in an OECD country ONLY with the permission of the Competent Authority of the importing country.

Other components that are part of CRTs shall be recycled at appropriate recycling facilities. The Vendor must submit a list of their current market(s) for CRTs and must provide an update with any change to their markets.

The City reserves the right to deem a downstream vendor unacceptable for the recycling of CRTs, upon which the vendor shall provide an acceptable alternative. The City prefers the use of domestic recycling markets and markets in other OECD countries. GRX shall document any materials that cannot be recycled and that are disposed, per Reports section, below.

4. Other Electronic Equipment (including but not limited to CPUs, desktop computers, high and low grade circuit boards, power supplies, servers, routers, laptop computers, peripherals, VCRs, cables, PDAs, cell phones, etc.): GRX shall recycle the electronic equipment at appropriate recycling facilities, in accordance with all federal, state and local regulations.

GRX must submit a list of their current market/s to the City and must provide an update with any change to their markets. The City reserves the right to deem a downstream vendor unacceptable for the recycling of City equipment, upon which the vendor shall provide an acceptable alternative. The City prefers the use of domestic recycling markets and markets in other OECD countries. GRX shall document any materials that cannot be recycled and that are disposed, per Reports section, below.

5. Mercury-containing equipment: mercury containing lamps, switches, or other such equipment must be processed by vendors (sub-contractors) experienced, licensed and certified in handling and recycling mercury. Any mercury-containing components must be recovered and not land filled. GRX must submit a list of their current downstream vendors for mercury management and recovery to the City and must provide an update with any changes. The City reserves the right to deem a downstream vendor unacceptable for the recycling of mercury containing lamps or devices, upon which the vendor shall provide an acceptable alternative. The City prefers the use of domestic recycling markets and markets in other OECD countries. GRX shall document any materials that cannot be recycled and that are disposed, per Reports section, below.

6. Batteries. Vendor shall recycle batteries at a permitted battery recycling facility. GRX must submit a list of their current down stream vendors for batteries to the City and must provide an update with any change to their vendors. The City reserves the right to deem a downstream vendor unacceptable for the recycling of batteries, upon which the vendor shall provide an acceptable alternative. The City prefers the use of domestic recycling markets and markets in other OECD (Organization of Economic Cooperation and Development) countries. GRX shall document any materials that cannot be recycled and that are disposed, per Reports section, below.

7. The City believes that reuse is an environmentally sound form of management for the City's electronic equipment; however, it may choose to prohibit reuse if there is uncertainty about its final destination. City equipment designated for continued use must be refurbished, reused and resold domestically and can not be sold to a wholesale broker. The City expressly prohibits shipment to destinations outside of OECD countries of whole electronic devices working or non-working. GRX must verify that the reseller used by GRX is selling working devices only, and only to end users either in the United States or in OECD countries.

8. If GRX wishes to recycle equipment or separated materials outside U.S. markets, it must provide written documentation to the Contract Administrator(s) naming the vendor and the standards that will be followed. The City restricts the use of non-domestic markets to OECD countries only and reserves the right to reject the use of certain markets for its materials. Separated materials resulting from GRX demanufacturing operations that are not classified as "Materials of Concern" by the Basel Action Network or the Basel Convention may be sent to facilities in non-OECD countries, provided that GRX is able to document the processes used at such facilities, and that the Contract Administrator(s) approve of such processes.

9. GRX shall provide information in quarterly reports detailing where all items go for reuse, de-manufacturing, recycling, or disposal. The list shall include all designated facilities that are involved in the handling and processing of the equipment. The list shall include each sub-contractor, broker, recycler, processor and transporter used in fulfilling this contract, and for each, shall provide a contact person, phone number, site address, and EPA ID number, if applicable (see Reports section below).

10. GRX shall allow physical inspection of their facilities, including those of any subcontractor, transfer facility, or destination recycling/disposal facility, at any time upon notification, to verify certification and to pre-qualify, and/or assess regulatory and contractual compliance by GRX and any and all sub-contractors to be used in conjunction with this contract. (Use Revised Universal Waste Facility Audit Form)

11. GRX shall be currently operating out of a commercial facility, which is open and accessible to City and County of Denver personnel or contracted third party auditor, without prior notice during normal business hours. Facilities shall be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays). GRX warrants that it will comply with all federal, state and local laws, rules or regulations, including but not limited to those regarding compensation, hours of work, and conditions of employment in connection with the subject matter of this Agreement. In order to prevent City's payments to GRX from being subject to backup withholding, GRX shall either provide the City with a completed and signed Request for Taxpayer Identification Number and Certification (Form W-9) or furnish its Taxpayer Identification Number (TIN) or Employer Identification Number (EIN) on all invoices.

GRX will indemnify, defend, and hold the City and County of Denver harmless against losses due to non-compliance with any applicable federal, state, and local laws, regulations and executive orders, and all amendments thereto, including but not limited to those relating to the design, manufacture, testing, labeling, sale, and transportation of the goods and/or services purchased hereunder, as well as with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, sex, equal opportunity affirmative action, employment of disabled veterans and veterans of the Vietnam era, and employment of the handicapped.

GRX further represents and warrants that no service provided hereunder infringes, either individually or collectively, upon any intangible rights of a third party, including intellectual property rights.

GRX represents and warrants that it is in compliance with all applicable federal, state, and local laws, regulations and executive orders, and all amendments thereto, relating to the disposal of equipment and shall indemnify, defend, and hold the City harmless against all losses relating to environmental noncompliance.

REPORTS:

Quarterly, GRX shall furnish to the City reports showing a summary of the services for the previous quarter. The report will segregate materials collected from each agency, including DIA's material, and a copy of the report shall be provided the City's Contract Administrator. A separate quarterly report outlining specific materials collected from DIA will be provided to DIA. The report must show at minimum, the reporting period, description and total quantity of each item refurbished, disassembled, recycled or processed during the period, total dollars billed, tracking sheet showing the serial number of the equipment and its final recycling destination, and copies of relevant bills of lading to down stream destinations. The City reserves the right to request additional information, if required, when reviewing contract activity.

Quarterly, GRX shall furnish to the City reports showing the following:

1. Provide reports containing accurate tracking of all equipment by serial number. This report shall show the equipments serial #, description of what happened to it – dismantled, refurbished and where it goes.
2. GRX shall list each sub-contractor, facility and transporter used in the preceding quarter in fulfilling this contract, for each, shall provide a contact person, phone number, site address, and EPA ID number, and environmental due diligence, if applicable. The report shall also include the process and/or procedure used for each batch or unit accepted from the City.
3. GRX shall provide documentation describing which, if any, materials were disposed, the final destination of such materials, and the method of disposal.

DATA SECURITY:



GRX agrees to consult with the Contract Administrators to define a data destruction solution, see "Profit Sharing" appropriate to the City's privacy obligations under the law and to the degree of care the City and County of Denver wishes to exercise with its proprietary data. This solution will be described in detail in the associated Statement(s) of Work. GRX warrants that it will in all cases execute the City and County of Denver's written instructions pertaining to data destruction upon receipt at GRX's facility and will furnish City documentation demonstrating the faithful execution of those instructions. GRX will indemnify the City and County of Denver against actual losses resulting from GRX's failure to destroy data as instructed, up to a maximum of \$5 million per incident, inclusive of attorney's fees. Under no circumstances shall GRX be held responsible for loss of data prior to receipt at GRX's facility. In the event GRX is instructed NOT to perform data destruction, the City agrees to indemnify, defend, and hold Vendor harmless from all liability for losses resulting from the disclosure of confidential data.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly "W. J. [unclear]".

PROFIT SHARING:

The vendor will use any profits from resold/reused equipment to offset the City’s cost of handling their materials.

If the City decides that the City wants its material remarketed, GRX will triage incoming material from the City to determine what material, if any, has resale value. At that point, material with potential value will be sent to Global Link Technology (GLT) of Centennial Colorado. GLT will run the material through their comprehensive diagnostic process to determine working condition, machine specs, and market value. The City will receive a check for 60% of market value of the material, less diagnostic fees. The City will receive comprehensive reporting to include serial numbers for each item, results of diagnostic, and value for any salvaged working parts of material. All hard drives go through a Department of Defense level sanitization wipe. Any value returned to the City for the resale of working equipment will be credited by GRX to the user agency through appropriate reduction of charges invoiced.

GRX shall ask each agency to indicate how they would like GRX to handle their hard drives. The two options are: 1) complete destruction or 2) sanitization wipe.

PROPOSAL ITEMS:

Pricing **OPTION A**

Option A **allows** the vendor to **reuse** viable electronics from the City.

Item Number	Description	Pricing
1	Pick up of recyclable electronic material at any City and County of Denver Site, including DIA.	Flat Fee per Pick-Up \$ 0 All Denver Locations
2	Base Rate	\$ 0 All Denver Locations
3	Hard Drive/Media Tape Destruction	\$ 2.00 per drive All Denver Locations
4	Scanners	\$ 0.14 per pound All Denver Locations
5	Printers	\$ 0.14 per pound All Denver Locations
6	Cell Phones	\$ NO CHARGE All Denver Locations
7	Microwaves	\$ 0.14 per pound All Denver Locations

Item Number	Description	Pricing
8	Television Sets	\$ 0.14 per pound All Denver Locations
9	VCR and/or DVD Players	\$ 0.14 per pound All Denver Locations
10	Batteries	\$ 0.14 per pound All Denver Locations
11	Blackberries	\$ NO CHARGE All Denver Locations
12	Personal Computers Keyboard, mouse and cables	\$ 0.14 per pound All Denver Locations
13	Servers	\$ 0.14 per pound All Denver Locations
14	UPS and Telecommunications (such as switches routers, and hubs)	\$ 0.14 per pound All Denver Locations
15	Special/Unique Equipment	\$ 0.14 per pound All Denver Locations
16	Mercury-containing Equipment	\$ 0.14 per pound All Denver Locations

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.