

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

27 March 2013

District 1 Supervisor John Bell Crosby
District 2 Supervisor Ronny Lott
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin


Subject: Approval of contract with Advantage E-Cycling for Ridgeland Household Hazardous Waste Day

Gentlemen:

The board previously agreed to participate in Ridgeland's Household Hazardous Waste Day by applying for a Department of Environmental Quality grant to pay for the vendors to dispose of the hazardous waste.

I recommend that the board approved the attached contract for disposal of electronic at Ridgeland's Household Hazardous Waste Day with E-Cycling.

Thank you in advance for your consideration of this request.


Hardy Crunk
Purchase Clerk

CONFIDENTIAL ELECTRONICS DESTRUCTION AGREEMENT

This Confidential Destruction Agreement (hereinafter referred to as "Agreement") is entered into as of this April 1, 2013, by and between Advantage E-cycling, having a place of business at 121 Hillandale Lane, Pearl, Mississippi 39208 (hereinafter referred to as "Company") and Madison County Mississippi (hereinafter referred to as "Customer"), having a place of business at 146 W Center Street, Canton, MS 39046.

WHEREAS, Customer has requested Company to perform the work and services described in the attached Schedule "A".

WHEREAS, the Company desires to provide the work and services described in the attached Schedule "A" to Customer on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and Customer hereby agree as follows, to-wit:

1. SERVICES

1.1 Services to be Furnished. Company will provide services for the secure destruction of electronic equipment ("Services") described on Schedule A attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer listing hard drive by serial number. Obsolete Electronic Equipment will be listed by a description and asset tag number (if present) at the request of the customer. The Services may, at Customer's option and as indicated on Schedule A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth on Schedule A, in which case Company will consult with Customer as to the terms and conditions of the Services requested.

1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.

1.3 Services by Third Parties. Company may not procure the services of any responsible third party to perform all or part of the Services without prior notification and approval of Customer. Third party service providers must comply with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer.

2. RESPONSIBILITIES

2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be that of the Customer's Corporate IT Manager or his delegate.

2.2 Compliance with Contracts Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.

2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.

2.5 Performance of Services. All Services performed by Company will be in a professional manner in accordance with NAID standards and practices. (Or as are described in the policies and procedure described in Schedule "A ").

2.6 Material Descriptions. Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for record keeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.

3. FEES AND PAYMENTS

All standard charges for Services under this Agreement shall be as specified on Schedule A. The prices set forth in Schedule A shall remain in effect for the first ninety (90) days of this Agreement. For any service requested by Customer that is not listed on Schedule A, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one and one-half per cent (1.50%) per month.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The Company is an independent contractor and is not an employee, servant, agent, partner or joint venture of the Customer. The Customer is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any, payments that it owes the Company. The Company shall be solely responsible for paying its employees and providing their benefits, if any. Company has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

5. CONFIDENTIALITY

"Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard Confidential Information as uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.

6. TERMS AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 6.2, shall continue in effect for ninety (90) days or as needed by the Customer.

6.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the non-breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

7. CLAIMS AND DISPUTE RESOLUTION

7.1 Time for Presenting Claims. Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

7.2 Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding arbitration, without any right by either party to trial *de novo* in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

7.3 Services During Arbitration. During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

8. LIABILITY AND WARRANTY

8.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

8.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

9. MISCELLANEOUS

9.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

9.2 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

COMPANY NAME:

Advantage E-Cycling
Attn: Steve Earley
P. O. Box 1611
Brandon, MS 39043

CUSTOMER NAME:

Madison County Mississippi
Hardy Crunk, Purchase Clerk
146 W Center Street
Canton, MS 39046

9.3 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9.4 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

9.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

Advantage E-Cycling

Madison County Mississippi

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

ADVANTAGE E-CYCLING

Secure Electronics Destruction Services

SCHEDULE A

In consideration of the agreements herein contained, the respective parties hereto contract as follows:

SERVICES:

Obsolete Electronic Removal: At customer's discretion, Advantage E-Cycling will pick up electronic materials or place containers for the collection of the customer's electronic materials based on the anticipated volume to be generated by the Customer. All materials that are placed into the provided collection containers will be picked up on a mutually agreed schedule and subsequently dismantled and destroyed by Advantage E-Cycling. Pick-up(s) should be called into the Advantage E-Cycling Customer Service Department at (601) 939-0067. Advantage E-Cycling will then schedule the pick-up accordingly.

Hard Drive Destruction: If customer has removed hard drives from computer equipment, those hard drives will be destroyed via shredding at the customer's location, per the request of the customer. If the customer requests that the hard drives be removed at the Advantage site, the hard drives will be removed and destroyed via shredding within 48 hours of arrival at the Advantage site. Prior to actual destruction of hard drives at the Verde Environmental Services, the customer will be presented with a listing of all hard drives to be destroyed. The customer must approve destruction of hard drives prior to shredding. Advantage E-Cycling will provide a Certificate of Destruction including a documented inventory of the actual Hard Drives destroyed with the service invoice. All materials received by Advantage E-Cycling will be dismantled and/or recycled using only U.S. vendors.

PRICING:

Compensation for the services rendered to Madison County Mississippi under this Contract shall be billed as follows:

Computers, monitors, keyboards, printers, scanners, facsimiles, televisions, other computer-related accessories, office electronics to include phone systems, cellular phones and memory containing devices without detailed inventory: \$0.25/lb. with a minimum of 1000 lb./customer location for on-call service. Optional detailed inventory of all assets: \$0.07/lb. Oversize objects (>500 lb. or dimensions that require special handling) will be billed at a time and materials rate agreed upon between the customer and Advantage E-Cycling.

Per Service:

The Customer agrees to pay the replacement cost of \$80.00 for each container stolen or destroyed while in their possession (applicable only to containers provided by Advantage E-Cycling). The above pricing will be effective for the term of this contract and includes all applicable taxes, duties, license fees, etc.

TERMS OF PAYMENT:

Net 30

*Penalty: One and one half percent late payment penalty will be applied monthly to invoice amounts outstanding over 30 days.

INDEMNITY:

Advantage E-Cycling agrees to indemnify and hold harmless the Customer for any losses, damages, or liability caused by Advantage E-Cycling breach or negligence of any provisions of this agreement.