

Diversified Recycling / Diversified Asset Recovery

Awarded Contracts

Found as of February 5, 2015

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Diversified Asset Recovery



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Government Contracts

TOTAL VALUE OF PURCHASE ORDERS

\$362,090.04

LARGEST PURCHASE ORDER

\$250,000.00

TOTAL PURCHASE ORDERS

26

LARGEST GOVERNMENT CUSTOMERS

**Lee County Clerk of the Circuit Court
DeSoto County Board of County Commissioners**

Florida Department of Juvenile Justice

Location:

**2700 Hazelhurst Avenue
Orlando, FL, 32804
407-509-3880**

Diversified Asset Recovery Recent Awards:

Florida Department of Juvenile Justice
\$2,000.00 on 9/15/2014

Blanket Purchase Order for recycled items to be picked up (laptops, desktops, monitors, etc.)Term: 9/11/2014 - 6/30/2015Authorized Buyers: Bonnie Shivers-Durand, Richard Lofgren, Florence Doggett and Ana Vidal

Florida Department of Juvenile Justice
\$2,400.00 on 9/10/2014

Blanket purchase order to provide pickup of surplus items such as Monitors, CPUs, Printers, Keyboards and non-serialized peripheral items in accordance with General Services rules on disposal of surplus items for the Central Region Probation Offices.Term: 9/10/14-6/30/15Rate: No charge , no pay for materials collected as stated on attached email AUTHOIRZED BUYERS: Victor Schultz, Frank Donnelly, Gene Sanchez, Bob Shanks, Connie Coffey, Rita Peck, Bridgett Rumph, Neekeida Woodall, Jennifer Schauer and Amber Phillips.Payable in arrears upon receipt of a complete invoice.

Pinellas County Board of County Commissioners
\$0.00 on 9/10/2014

collection, transportation and recycling of



Home

For Government

For Business

Our Team

Diversified Asset Recovery | Government Contracts

Awarded Government Contracts:

TOTAL VALUE OF PURCHASE ORDERS

\$68,564

LARGEST PURCHASE ORDER

\$36,000

TOTAL PURCHASE ORDERS

10

TOP GOVERNMENT CUSTOMERS

Lee County Clerk of the Circuit Court

Post Office Box 9384, Fort Myers, FL, 33902-9384

DeSoto County Board of County Commissioners

201 East Oak Street, Suite 205, Arcadia, FL, 34266

Charlotte County Board of County Commissioners

18500 Murdock Circle, Port Charlotte, FL, 33948

Nassau County School District

1201 Atlantic Ave, Fernandina Beach, FL, 32034-3403

Recent Purchase Orders:

Charlotte County Board of County Commissioners

\$7,200 on 2/1/2013

COLLECTION & DISPOSAL OF EWASTE

[More Details](#)

DeSoto County Board of County Commissioners

\$2,000 on 12/19/2012

LOAD, REMOVE, AND RECYCLE SPENT ELECTRONICS

[More Details](#)

DeSoto County Board of County Commissioners

\$2,000 on 10/16/2012

LOAD, REMOVE, AND RECYCLED SPENT ELECTRONICS; RECYCLING;

RECYCLING

[More Details](#)

Lee County Clerk of the Circuit Court

\$36,000 on 10/1/2012

RECYCLING SERVICES

[More Details](#)

DeSoto County Board of County Commissioners

\$1,000 on 9/5/2012

recycle of electronics

[More Details](#)

Nassau County School District

\$163 on 8/20/2012

[More Details](#)

Location:

2700 Hazelhurst Avenue

Orlando, FL 32804

United States

[Other Locations](#)



**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

ITB #15-B-034-AL – Recycling of Surplus Computer Components, Peripherals, and Laptops

VENDORS RECOMMENDED FOR AWARD:

VENDOR NAME	AMOUNT AWARDED	ITEM NOS.
Diversified Asset Recovery LLC	Variable	All
TOTAL	Variable	

SOLICITATION SUMMARY:

Date Solicited:	October 28, 2014	Number of Items/Groups:	26
Date Opened:	November 25, 2014	No. Firms Solicited:	530
		No. Firms Bidding:	5

CONTRACT TERM:

The initial contract term shall commence January 21, 2015 and continue until January 20, 2016, with an option to renew for two (2) additional one (1) year periods.

RECOMMENDATION: (December 3, 2014)

The Office of Purchasing and Warehouse Services issued an Invitation to Bid for the recycling of surplus computer components, peripherals, and laptops in order to obtain cost effective and efficient services for the recycling of these items. This is a revenue based project. This will not require the expenditure of funds to the District. It is the recommendation of Ed Parker, Director of Purchasing and Warehouse Services and staff to award to the highest responsive and responsible bidder as identified above and highlighted on the attached tabulation sheet. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for two (2) additional one (1) year periods. Contract renewal shall be contingent upon the Director's request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (9)

ACTION BY BOARD

Approved Recommendation(s) Above & Awarded

Meeting Date: January 20, 2015

Other _____

Ed Parker, CPPO, CPPB
Director of Purchasing and Warehouse Services

Judy R. Preston
Associate Superintendent of Financial Services

TABSHEET ITB #15-B-034-AL Recycling of Surplus Computer Components, Peripherals, and Laptops November 25, 2014 at 2:00 PM Opened By: Amy Lewandowski, Buyer Witnessed By: Doug Woods, Buyer This is the tabsheet showing award recommendation pending Board Approval January 20, 2015		A1 ASSETS Inc 1100 Charles Street Longwood, FL 32750 Andrew Hoopper 407-339-7030 407-749-0787 andrew@a1assets.com		AERC Recycling Solutions 4317-J Fortune Place West Melbourne, FL 32904 Michael Maliska 321-952-1516 321-952-1060 alltquist@aerc.com		Diversified Asset Recovery LLC 2700 Hazelhurst Avenue Orlando, FL 32804 Jimmy Quinn 407-637-5339 407-704-4949 jqunn@darllc.com				
Completed ITB Cover Page	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
FL Dept. of State Division of Corporations Number	P06000151096	F01000000215	F01000000215	F01000000215	L08000114909	L08000114909	L08000114909	L08000114909	L08000114909	
Completed Bid Submittal Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Addenda (if applicable)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Drug Free Certification	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Debarment Certification	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Emergency/Storm related catastrophe-Contractor Agreement	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Conflict of Interest Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
References Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Certified Business Program Reciprocity Affidavit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Non-disclosure for Confidential Materials	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Financial Information (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Litigations/Bankruptcy	No	No	No	No	No	No	No	No	No	
Current W-9	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Local Business Tax Receipts	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Proof of Insurance	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Contact Information	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Licenses/Certifications (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Certification Statement regarding Scrutinized	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes	
ITEM	DESCRIPTION OF SERVICE	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	
1	CPU Good	\$0.00	/each	\$0.00	\$16.50	/each	\$1,947.00	\$1.10	/each	\$129.80
2	CPU Scrap	\$0.18	/pound	\$5,097.06	\$0.18	/pound	\$5,097.06	\$0.59	/pound	\$16,707.03
3	Monitor CRT/FLAT SCREEN	\$2.00	/each	\$2,162.00	\$0.00	/each	\$0.00	\$0.00	/each	\$0.00
4	Keyboard	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00
5	Mouse	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00
6	Laptop Good	\$0.00	/each	\$0.00	\$35.00	/each	\$1,260.00	\$69.00	/each	\$2,484.00
7	Laptop Scrap	\$0.75	/pound	\$1,194.00	\$0.55	/pound	\$875.60	\$0.99	/pound	\$1,576.08
8	Printer Good	\$0.00	/each	\$0.00	\$0.00	/each	\$0.00	\$0.02	/each	\$0.72
9	Printer Scrap	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00	\$0.39	/pound	\$4,360.20
10	"All in One" Good	\$0.00	/each	\$0.00	\$0.00	/each	\$0.00	\$31.00	/each	\$1,116.00
11	"All in One" Scrap	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00	\$0.00	/pound	\$0.00
12	Servers Good	\$0.00	/each	\$0.00	\$37.50	/each	\$75.00	\$1.10	/each	\$2.20
13	Servers Scrap	\$0.18	/pound	\$210.96	\$0.30	/pound	\$351.60	\$0.59	/pound	\$691.48
14	Battery Backups	\$0.00	/each	\$0.00	\$0.50	/each	\$20.00	\$0.00	/each	\$0.00
15	Miscellaneous Electronics	\$0.08	/pound	\$3,505.12	\$0.01	/pound	\$438.14	\$0.00	/pound	\$0.00
Total	Total of Items 1-15 Extended	\$3.19		\$12,169.14	\$90.54		\$10,064.40	\$104.78		\$27,067.51
16	Provide Gaylord Boxes Upon Request	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
17	Provide 53' Trailer Only	Yes/No	No	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
18	7 Day Lead Time for Pickup	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	No *	
19	Provide Hard Drive Destruction	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
20	Provide Certificate of Data Destruction	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
21	Provide Certificate of Recycling	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
22	ISO Certified	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
23	Payment with 10 Days of Pickup	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
24	Free Pickup	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
25	Free Processing	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
26	R2 Certified	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	Yes/No	Yes	
		Item #3 - Not CRT TV Pricing		Item #7- Calculation error, correct amount entered		Item #7- Calculation error, correct amount entered		* 2 Day Lead Time		

TABSHEET ITB #15-B-034-AL Recycling of Surplus Computer Components, Peripherals, and Laptops November 25, 2014 at 2:00 PM Opened By: Amy Lewandowski, Buyer Witnessed By: Doug Woods, Buyer This is the tabsheet showing award recommendation pending Board Approval January 20, 2015		MARS, LLC 16621 US HWY 19 Hudson, FL 34667 Chris Kirby 678-482-6272 727-378-8526 ckirby@marsllc.net		Premier Surplus, Inc. 335 Wilbanks Drive Ball Ground, GA 30107 Phillip Kennedy 770-888-1227 678-880-3467 pk@premiersurplus.net	
Completed ITB Cover Page	Yes	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	L140001119107	F13000001992			
Completed Bid Submittal Form	Yes	Yes	Yes	Yes	Yes
Addenda (if applicable)	Yes	No	Yes	No	Yes
Drug Free Certification	Yes	Yes	Yes	Yes	Yes
Debarment Certification	Yes	Yes	Yes	Yes	Yes
Emergency/Storm related catastrophe-Contractor Agreement	Yes	Yes	Yes	Yes	Yes
Conflict of Interest Form	Yes	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit	N/A	N/A	N/A	N/A	N/A
Non-disclosure for Confidential Materials	N/A	N/A	N/A	N/A	N/A
Financial Information (if applicable)	N/A	N/A	N/A	N/A	N/A
Litigations/Bankruptcy	No	No	No	No	No
Current W-9	Yes	Yes	Yes	Yes	Yes
Local Business Tax Receipts	N/A	N/A	N/A	N/A	N/A
Proof of Insurance	Yes	Yes	Yes	Yes	Yes
Contact Information	Yes	Yes	Yes	Yes	Yes
Licenses/Certifications (if applicable)	N/A	N/A	N/A	N/A	N/A
Certification Statement regarding Scrutinized	Yes	Yes	Yes	Yes	Yes
ITEM	DESCRIPTION OF SERVICE	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	CPU Good	\$15.51 /each	\$1,830.18	\$20.00 /each	\$2,360.00
2	CPU Scrap	\$0.16 /pound	\$4,530.72	\$0.13 /pound	\$3,681.21
3	Monitor CRT/FLAT SCREEN	\$0.51 /each	\$551.31	-\$22.50 /each	-\$24,322.50
4	Keyboard	\$0.03 /pound	\$102.69	\$0.01 /pound	\$34.23
5	Mouse	\$0.03 /pound	\$6.03	\$0.01 /pound	\$2.01
6	Laptop Good	\$25.51 /each	\$918.36	\$20.00 /each	\$720.00
7	Laptop Scrap	\$0.52 /pound	\$827.84	\$0.40 /pound	\$636.80
8	Printer Good	\$10.01 /each	\$360.36	\$10.00 /each	\$360.00
9	Printer Scrap	\$0.02 /pound	\$223.60	\$0.02 /pound	\$223.60
10	"All in One" Good	\$20.01 /each	\$720.36	\$25.00 /each	\$900.00
11	"All in One" Scrap	\$0.16 /pound	\$0.00	\$0.13 /pound	\$0.00
12	Servers Good	\$101.00 /each	\$202.00	\$25.00 /each	\$50.00
13	Servers Scrap	\$0.26 /pound	\$304.72	\$0.13 /pound	\$152.36
14	Battery Backups	\$0.26 /each	\$10.40	\$10.00 /each	\$400.00
15	Miscellaneous Electronics	\$0.02 /pound	\$876.28	\$0.06 /pound	\$2,628.84
Total	Total of Items 1-15 Extended	\$174.01	\$11,464.85	\$88.39	-\$12,173.45
16	Provide Gaylord Boxes Upon Request	Yes/No	Yes	Yes/No	Yes
17	Provide 53' Trailer Only	Yes/No	No	Yes/No	Yes
18	7 Day Lead Time for Pickup	Yes/No	No	Yes/No	Yes
19	Provide Hard Drive Destruction	Yes/No	Yes	Yes/No	Yes
20	Provide Certificate of Data Destruction	Yes/No	Yes	Yes/No	Yes
21	Provide Certificate of Recycling	Yes/No	Yes	Yes/No	Yes
22	ISO Certified	Yes/No	No*	Yes/No	Yes
23	Payment with 10 Days of Pickup	Yes/No	Yes	Yes/No	Yes
24	Free Pickup	Yes/No	Yes	Yes/No	Yes
25	Free Processing	Yes/No	Yes	Yes/No	Yes
26	R2 Certified	Yes/No	No	Yes/No	Yes
		*Contracted to have audit done/should be within 6 months			



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PURCHASING DEPARTMENT
7720 W. OAKLAND PARK BOULEVARD, SUITE 323
SUNRISE, FLORIDA 33351
PHONE: 754-321-0505
FAX: 754-321-0533



CONTRACT AWARD INFORMATION

Title: **Disposal of Surplus, Obsolete, Used Computer Equipment and Related Items**
Bid Number: **11-016T**
Start Date: **February 15, 2011**
Expiration Date: **December 31, 2015**
Supersedes: **Same**
Buyer: **Kay Lloyd, C.P.M.**
Phone: **754-321-0504**

USE OF TERM CONTRACTS

Attached is a copy of important term contract information for vendor contracted by SBBC to provide the above products or services.

If you have any questions about utilizing this contract, contact the appropriate Buyer/Purchasing Agent as stated above.

The School Board of Broward County, Florida
Supply Management and Logistics Department

ITB No.: 11-016T Board Meeting: FEBRUARY 15, 2011
Description: DISPOSAL OF SUPPLUS, OBSOLETE, USED COMPUTER Notified: 137 Downloaded: 21
EQUIPMENT AND RELATED ITEMS TERM CONTRACT Bids Rec'd: 5 No Bids: 0
For: VARIOUS LOCATIONS Bid Opening: DECEMBER 9, 2010
(School/Department)
Fund: INCOME TO THE SCHOOL BOARD Advertised Date: OCTOBER 30, 2010
Estimated Expenditure: N/A

POSTING OF RFP RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.Demandstar.com on DECEMBER 17, 2010 @ 3:00PM, and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

RECOMMENDATION/TABULATION

VENDOR NAME

ITEM(S) AWARDED


DIVERSIFIED ASSET RECOVERY, LLC

1 (A-I)

RECOMMEND AWARD BE MADE TO THE HIGHEST BIDDER MEETING SPECIFICATIONS, TERMS, AND CONDITIONS.

CONTRACT PERIOD: FEBRUARY 15, 2011 THROUGH DECEMBER 31, 2015.

IT IS RECOMMENDED THAT FOR THE REASON(S) STATED ON THE ATTACHED BID REJECTION SHEET, THE BID RECEIVED EITHER IN ITS ENTIRETY FOR THE PARTICULAR ITEM(S) LISTED, BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

By:  Date: 12/16/10
(Buyer/Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion, or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Director of Equal Educational Opportunities (BEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Director of Equal Educational Opportunities (BEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID
TABULATION SHEET**

Description	Quantity		CREATIVE RECYCLING		DIVERSIFIED ASSET RECOVERY		MARS LLC		TECHNOLOGY EXCHANGE	
	Unit	Quantity	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1 SALE OF SURPLUS OBSOLETE, USED COMPUTER EQUIPMENT. PRICE IS TO INCLUDE TRANSPORTATION TO PICK UP MATERIALS TO PICK UP MATERIALS AND DELIVER TO AWARDER'S LOCATIONS AND/OR RECYCLER'S FACILITY.										
A. CPU/UNIT	EA	10,892	\$2.00	\$21,784.00	\$6.00	\$65,352.00	\$8.52	\$92,799.84	\$15.00	\$163,380.00
B. MONITORS	EA	12,260	(\$4.00)	(\$49,040.00)	\$0	\$0	\$4.86	\$59,461.00	\$4.28	\$52,105.00
C. KEYBOARDS	EA	2,508	\$0	\$0	\$0	\$0	\$0.06	\$150.48	\$0	\$0
D. PRINTER	EA	2,248	\$0	\$0	\$0	\$0	\$1.22	\$2,742.86	\$0	\$0
E. SERVER COMPONENTS	EA	2,812	\$0	\$0	\$6.00	\$16,872.00	\$6.52	\$18,334.24	\$0	\$0
F. LAPTOP/NOTEBOOK COMPUTER	EA	3,252	\$10	\$32,520.00	\$15.00	\$48,780.00	\$33.01	\$107,348.52	\$5.00	\$16,260.00
G. ALL IN ONES (PC/MONITOR COMBOS, e.g. EMAC IMAC OR SIMILAR)	EA	16,656	\$0	\$0	\$2.00	\$33,312.00	\$6.52	\$108,597.12	(\$2.00)	(\$33,312.00)
H. COPIER	EA	1,156	\$0	\$0	\$5.00	\$5,780.00	\$6.00	\$6,936.00	(\$1.00)	(\$1,156.00)
I. TV SET/MULTIMEDIA AUDIO VISUAL	EA	80,000	\$5.00	\$400,000.00	\$11.00	\$880,000.00	\$0.22	\$17,600.00	(\$2.25)	(\$180,000.00)
TOTAL				\$405,264.00		\$1,050,096.00		\$413,969.76		\$17,277.00

REMARKS:

BID DRAFT APPROVED BY: BRIAN LITTLE, MANAGER, MATERIAL LOGISTICS AND KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY, MANAGEMENT AND LOGISTICS.
BIDS RECEIVED WERE EVALUATED BY: BRIAN LITTLE, MANAGER, MATERIA AND LOGISTICS AND KAY LLOYD, C.P.M., PURCHASING AGENT, SUPPLY, MANAGEMENT AND LOGISTICS.
RECOMMEND AWARD BE MADE TO THE ABOVE HIGHEST BIDDER MEETING SPECIFICATIONS, TERMS AND CONDITIONS.

PICNIC TABLES, BENCH AND TRASH RECEPTACLES, SUPPLEMENTAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID		TABULATION SHEET		Vantage Point Assets		UNIT		TOTAL		UNIT		TOTAL	
Description		Quantity	Unit	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	SALE OF SURPLUS OBSOLETE, USED COMPUTER EQUIPMENT. PRICE IS TO INCLUDE TRANSPORTATION TO PICK UP MATERIALS TO PICK UP MATERIALS AND DELIVER TO AWARDEE'S LOCATIONS AND/OR RECYCLER'S FACILITY.												
A.	CPU/UNIT	10,892	EA	VARIES	*CANNOT BE DETERMINED								
B.	MONITORS	12,260	EA	VARIES	*CANNOT BE DETERMINED								
C.	KEYBOARDS	2,508	EA	\$0	\$0								
D.	PRINTER	2,248	EA	\$0	\$0								
E.	SERVER COMPONENTS	2,812	EA	VARIES	*CANNOT BE DETERMINED								
F.	LAPTOP/NOTEBOOK COMPUTER	3,252	EA	VARIES	*CANNOT BE DETERMINED								
G.	ALL IN ONES (PC/MONITOR COMBOS, e.g. EMAC IMAC OR SIMILAR)	16,656	EA	VARIES	*CANNOT BE DETERMINED								
H.	COPIER	1,156	EA	\$0	\$0.00								
I.	TV SET/MULTIMEDIA AUDIO VISUAL	80,000	EA	VARIES	*CANNOT BE DETERMINED								
	TOTAL												

Bid 11-016T
Disposal of Surplus, Obsolete, Used Computer Equipment and Related Items
Bid Rejection Sheet

Reject bids received for the following reasons:

Vantage Point Asset Solutions

Reject bid from this bidder for the following reason:

General Condition 2 states that, "Prices must be stated in quantity specified in the bidding specification." Special Condition 6 states that, "Actual quantities generated throughout the contract period may be greater or lesser than the bid estimates and shall be charged at the fixed contract price." Bidder provided a range of pricing for the items, rather than a fixed unit price. As such, this bid response could not be compared with others to determine the recommended Awardee.



The School Board of, Broward County, Florida
SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

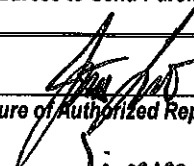
DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): December 2, 2010	ITB NO.: 11-016T	RELEASE DATE : October 30, 2010	PURCHASING AGENT: Kay Lloyd 754-321-0504
Bids must be submitted to the Supply Management and Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.		BID TITLE: DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS	

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder's Name and state "Doing Business As", where applicable: Diversified Asset Recovery, LLC	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input checked="" type="checkbox"/> Check this box if address is the same as stated on the left.
Address: 987 Josiane Ct. #1052	P.O. Address:
City: Altamonte Springs	
State: FL Zip Code: 32701	City:
Telephone Number: 407-509-3880	State: Zip Code:
Toll Free Number:	Contact:
Fax Number: 407-637-5339	Telephone Number:
Internet Web Site:	Toll Free Number:
Internet E-Mail Address: jquinn@darllc.com	Fax Number:
Federal Tax Identification Number: 27-1581701	Email Address to Send Purchase Orders:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I acknowledge that I am currently in compliance and will remain in compliance throughout the term of this Bid with all state and local laws and statutes and all School Board policies and procedures as currently enacted or as amended from time to time. I certify that I am authorized to sign this ITB for the Bidder



 Signature of Authorized Representative (Manual)
Jimmy Quinn

 Name of Authorized Representative (Typed or Printed)
President of Business Development

 Title

I agree that this bid cannot be withdrawn within 90 days from date due.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition ____ | <input type="checkbox"/> Descriptive Literature
Special Condition ____ | <input checked="" type="checkbox"/> Licenses
Special Condition 16 | <input type="checkbox"/> Material Safety Data Sheets
Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition ____ | <input type="checkbox"/> References
Special Condition ____ | <input checked="" type="checkbox"/> Company Representative
Special Condition 8 | <input checked="" type="checkbox"/> Indemnification and Non-Discrimination
Special Condition 12 |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

The School Board of Broward County, Florida
DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 5, BID SUMMARY SHEET

ITEM 1	ANNUAL ESTIMATED QUANTITIES	DESCRIPTION	UNIT COST OR REVENUE		UNIT OF MEASURE	TOTAL COST OR REVENUE	
			SBBC PAYS VENDOR	VENDOR PAYS SBBC		SBBC PAYS VENDOR	VENDOR PAYS SBBC
		SALE OF SURPLUS OBSOLETE, USED COMPUTER EQUIPMENT Price is to include transportation to pick up materials and deliver to Awardee's location and/or recycler's facility.					
A.	10,892 Each	CPU Unit	\$ _____	\$ <u>6</u>	Each	\$ _____	\$ <u>65,352</u>
B.	12,260 Each	Monitor	\$ _____	\$ <u>0</u>	Each	\$ _____	\$ <u>0</u>
C.	2,508 Each	Keyboard	\$ _____	\$ <u>0</u>	Each	\$ _____	\$ <u>0</u>
D.	2,248 Each	Printer	\$ _____	\$ <u>0</u>	Each	\$ _____	\$ <u>0</u>
E.	2,812 Each	Server Components	\$ _____	\$ <u>6</u>	Each	\$ _____	\$ <u>16,872</u>
F.	3,252 Each	Laptop/Notebook Computer	\$ _____	\$ <u>15</u>	Each	\$ _____	\$ <u>48,780</u>
G.	16,656 Each	All in Ones (PC/Monitor Combo, e.g., eMac, iMac or similar)	\$ _____	\$ <u>2</u>	Each	\$ _____	\$ <u>33,312</u>
H.	1,156 Each	Copier	\$ _____	\$ <u>5</u>	Each	\$ _____	\$ <u>5,780</u>
I.	80,000 Each	TV Set/Multi-Media Audio Visual	\$ _____	\$ <u>11</u>	Each	\$ _____	\$ <u>880,000</u>

TOTAL (ITEM 1A-1I) SBBC PAYS VENDOR \$ _____ VENDOR PAYS SBBC \$ 1,050,096

****Important Note:** It is possible to offer pricing to SBBC in two ways. Bidders may choose to PAY SBBC for some or all items or CHARGE SBBC for some or all items.

BALANCE OF LINE: For any items not listed above, SBBC and the Awardee will come to a mutually agreed-upon price to include transport, de-manufacture and disposal.

VENDOR NAME: Diversified Asset Recovery, LLC
KL/cjb



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
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LAURIE RICH LEVINSON
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

November 23, 2010

ADDENDUM NO. 1

BID No. 11-016T

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

CALLED FOR 2:00 P.M. ET, DECEMBER 2, 2010

TO ALL BIDDERS:

Amend the above referenced BID in the following particulars only:

1. THE BID OPENING DATE HAS BEEN CHANGED TO DECEMBER 9, 2010.
2. THE POSTING DATE HAS BEEN CHANGED TO DECEMBER 17, 2010.
3. Answers to questions received
4. DELETE Page 9 OF 23 Pages
INSERT Page 9 OF 23 Pages – REVISED-
DELETE Page 10 OF 23 Pages
INSERT Page 10 OF 23 Pages – REVISED-
DELETE Page 12 OF 23 Pages
INSERT Page 12 OF 23 Pages – REVISED-

The dates for both the bid opening and posting have been CHANGED. Significant changes have been made to SECTION 5, BID SUMMARY SHEET. The revised pages must be completed and returned with Bidder's response. By virtue of signing the "Invitation to Bid", Page 1 of Bid 11-016T, bidder certifies acceptance of this Addendum.

Sincerely,

Kay Lloyd, C.P.M.
Purchasing Agent III

Attachments

- **QUESTION #1:** What roll-out timetable is projected for the various types of equipment? We read in the ITB the number of pallets expected on a monthly basis; however we have found that if we work with the Technology Department to understand the roll out or retrofit schedule, that the process goes smoother for both sides. Also, from what we know now, you will have many items that need to be recycled. If we work with the Technology Department, we can send packaging materials or come package the high value items ourselves, and therefore bid higher returns.

ANSWER TO QUESTION #1: Any roll out of new equipment is unknown at this time due to budget constraints. Currently, approximately 10-20 pallets of surplus electronics are picked up weekly. A weekly schedule will continue to be used. Due to budget constraints, the Technology Department will not have a firm, fixed replacement schedule. The most immediate needs will be satisfied first. The Technology Department does not handle the surplus items. The items are packed by the end users and sent from those locations to a central collection point. Gaylord Boxes (or equivalent items) are required for this purpose.

QUESTION #2: We need to know the type (CRT or Flat Panel LCD) of the monitors and the breakdown of how many units each. It would also be helpful to know the MFG, model, color and age of the units.

ANSWER TO QUESTION #2: SBBC has both CRT and Flat Panel monitors. Currently there is about an even split. The units may be from various manufacturers; however, the most common are Dells and Macs.

- **QUESTION #3:** How many CRTs do you currently package per pallet?

ANSWER TO QUESTION #3: The boxes come already packed by the generating facility, so the quantity per pallet will vary.

- **QUESTION #4:** Can you give us a range of models for the printers and can you let us know if they are generally sent to surplus working or non-working?

ANSWER TO QUESTION #4: The printers can be from various manufacturers; however, the most common are Lexmark and HP. Most often, the printers are not functioning.

- **QUESTION #5:** Are the server components a combination of servers and parts? Can you give us a ratio?

ANSWER TO QUESTION #5: The servers may be stand alone or a combination of servers and parts. No ratio is available at this time.

- **QUESTION #6:** Can you give us a sampling of the most common models and a sampling of the higher end units?

ANSWER TO QUESTION #6: Most are Dells and IBM AS400s.

- **QUESTION #7:** We need to know if they (the servers) have RAID, which controller, and a listing of any additional cards, memory or disk.

ANSWER TO QUESTION #7: That information is unknown at this time.

- **QUESTION #8:** Re: PC/Laptops, we typically need to know the processor, memory, disc, optical and what type of software was originally licensed to the machine (Win XP Pro). For laptop computers we need to know if they will have the AC adapter and if you could describe the average cosmetic and operational condition.

ANSWER TO QUESTION #8: Processors, memory, etc. are the standard types used over the last 5-6 years with XP. Most units are in poor condition and usually have no AC adapter.

- **QUESTION #9:** Re: All-In-One Computers, can we get some ratios based either on this year's projections or last year's actual decommission schedule?

ANSWER TO QUESTION #9: That information is unknown at this time.

- **QUESTION #10:** We need to know the models of both the CRT version (I.E eMac M8577LL/A) and the iMac LCD versions, and approximately how many of each. If you can get us this information, it will help us increase the revenue back to Broward County Schools. For example, it costs to recycle an eMac and we sell iMacs.

ANSWER TO QUESTION #10: That information is unknown at this time.

- **QUESTION #11:** Can you give us the average size of the copiers? How many will fit on a pallet? Models and page counts would be helpful as well.

ANSWER TO QUESTION #11: Copiers could range from small, desktop units to the larger, free-standing type. Quantities and packaging will vary. No information is available for models and page counts.

- **QUESTION #12:** Our interpretation of TV set/Multimedia Audio Visual, based on our current contracts with the largest school systems in Texas and Oklahoma is that often this category includes cameras, DVRs, Television Sets, overhead projectors and any other audio/video device. We must have the quantities and sizes of the TVs to be able to bid, as CRT TVs must be recycled and are expensive to do so properly according to our recycling policy. Any other information about either the current year or items disposed of in years past would be helpful.

ANSWER TO QUESTION #12: SBBC will have the same types of items noted above for the school systems in Texas and Oklahoma. Quantities and sizes are not available at this time.

- **QUESTION #13:** How does the equipment migrate through the school system? Does it go from High Schools and then down to Middle Schools, Elementary and then out of the system? Again, we could gather this information through a conference call to the technology department.

ANSWER TO QUESTION #13: There is very little "hand-me-down" migration at SBBC. The items needed are ordered for the school/center in question. When obsolete or non-functional, the items are declared surplus.

- **QUESTION #14:** Do you keep machines past their warranty expiration date? Do you order a 3 year or longer warranty for desktop/notebook computers?

ANSWER TO QUESTION #14: SBBC does keep equipment longer than the warranty expiration period. We do not have extended warranty coverage for these items.

- **QUESTION #15:** Can we work with your staff that palletizes the equipment to have them palletize to our specifications? This is another method of generating higher returns to the District.

ANSWER TO QUESTION #15: SBBC staff palletizes the surplus electronics. The Awardee may not impose any specific palletization.

- **QUESTION #16:** Regarding the pallet boxes or Gaylord's, are we correct in understanding that you want us to ship you 26 pallets and 26 Gaylord's each time we pick up a truckload?

ANSWER TO QUESTION #16: What will be required are approximately 20 each time. The Awardee will need to provide as many empty boxes as those filled and picked up.

- **QUESTION #17:** Can you schedule a conference call for us with the Technology Department?

ANSWER TO QUESTION #17: All bidders must have equal access to information. A conference call would not be appropriate at this time. An opportunity to visit the facility will be available to all. See the response to Question 25.

- **QUESTION #18:** Section 1-A states the reporting requirements. Do you require a model and serial number scan of each item recycled, or can we list quantity of each type (monitor, PC, Printer, etc....) and list the total weight recycled for each pick up? On the Certificate of Proper Handling (Recycling Certificate)?

ANSWER TO QUESTION #18: Reporting formats can be determined in more detail once an Awardee is named. The report must meet all legal reporting requirements.

- **QUESTION #19:** Section 3-C: Please describe in detail your interpretation of "audit trail". We currently offer a wide range of audit trail reporting and the cost ranges as well, so it would be imperative to know exactly what you expect.

ANSWER TO QUESTION #19: SBBC requires a detailed trail of the disposition of the electronics. At this time a record of receipt by the item type as listed in the bid request is sufficient. Any report must meet all legal reporting requirements.

- **QUESTION #20:** Re: Item A, annual estimated quantities 10,892 each, CPU unit. Please provide additional detail (Makes, Models, Configurations- Processor Speed, RAM, HDD, Optical Drive, etc.)

ANSWER TO QUESTION #20: These units could be from any manufacturer, but the majority will likely be Dells and Macs.

- **QUESTION #21:** Re: Item B, Annual Estimated Quantities 12,260 each Monitors- Please provide additional detail (Type- CRT or LCI- Makes, Models, Sizes, Case Color, etc.)

ANSWER TO QUESTION #21: These units could be from any manufacturer. No detailed information is available.

- **QUESTION #22:** Re: Item F, Annual Estimated Quantities 3,252 each Laptop/Notebook Computers- Please provide additional detail (Makes, Models, Configurations, etc.)

ANSWER TO QUESTION #22: These units could be from any manufacturer. No detailed information is available.

- **QUESTION #23:** Re: Item G, Annual Estimated Quantities 16,656 each All in Ones- Please provide additional detail (Makes, Models, Configurations, etc.)

ANSWER TO QUESTION #23: These units could be from any manufacturer. However, the most common unit may be the All in One Macintosh COPU with monitor.

- **QUESTION #24:** Where can I find your current pricing that is in place for this Bid? Is there somewhere I can see the details of the contract currently in place?

ANSWER TO QUESTION #24: There is no current contract for the disposal of the surplus electronics. SBBC has been using a company called Creative Recycling located in Tampa, Florida. There is no revenue provided to SBBC at this time and there is no charge to SBBC. Occasionally surplus electronics were sold on a website, www.publicsurplus.com.

➤ **QUESTION #25:** Will the (surplus) material be viewable at the pre-bid conference? Is there a specific reason why you're no longer going to be auctioning it?

ANSWER TO QUESTION #25: Those present at the conference who wanted to view the materials had the opportunity to do so. Those who would like to see these items must call **Brian Little at 754 321-4721** to schedule a time to view the equipment. The materials will be available for viewing during business hours **December 1-3, 2010**. A solicitation is being done at this time to generate a revenue stream, if possible, for SBBC. The auctions were not very profitable.

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **PICK-UP SCHEDULE:** SBBC and the Awardee will determine a mutually agreed-upon schedule for pick ups. Currently pick ups occur on a weekly basis and SBBC generates an average of 10-20 pallets per week.
15. **PAYMENTS:**
- A. If the Awardee owes money to SBBC for the items picked up, then the Awardee will prepare a company check, certified check or cashier's check made payable to: The School Board of Broward County. The checks may be sent to:
The School Board of Broward County, Florida
Attn: Brian Little, Manager, Material Logistics
3810 NW 10th Avenue
Fort Lauderdale, FL 33309
Checks must reference the Bill of Lading number for identification.
 - B. If SBBC owes money to the Awardee for the items picked up, then the Awardee will prepare a detailed invoice showing the Bill of Lading number, quantity of items picked up and the cost per type. Invoices should be sent to:
The School Board of Broward County, Florida
Attn: Brian Little, Manager, Material Logistics
The School Board of Broward County, Florida
3810 NW 10th Avenue
Fort Lauderdale, FL 33309
16. **LICENSES/PERMITS:** The Awardee and any subcontractors employed by the Awardee must maintain current licenses, permits, certificates, approvals and be current with all charges and taxes which may be required by local, state or federal agencies. This shall be inclusive of all licenses, permits, certificates, approvals and all charges and taxes required for the collection, transportation, handling and disposal of electronic devices.
17. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 6, BID SPECIFICATIONS

1. **REPORTING REQUIREMENTS:** It will be necessary to provide quarterly and annual reports which will include:
 - A. Listing showing all items picked up, with date and Bill of Lading/work order number.
 - B. Disposition Certificate showing the final disposition of all items.
 - C. Certificate indicating that all data has been cleansed and units sanitized.
 - D. Sales Summary, showing amounts paid by Awardee to SBBC and any payments made by SBBC to the Awardee.

2. **EQUIPMENT PICK UP REQUIREMENTS:**
 - A. All surplus equipment will be palletized and a Bill of Lading specifying the number of pallets and date of pick up will be provided by SBBC staff. The driver will sign off on the Bill of Lading as receipt of the pick up and will be given a copy as well.
 - B. The Awardee must provide the required number of pallet-sized bulk containers (Gaylord boxes, at least 4' x 4' x 4', or equivalent) at no cost to SBBC. These boxes will be re-used on an on-going basis. The number required will be based on the anticipated volume of surplus computers and related items and can be readjusted over time. A mutually agreed-upon number will be determined. The boxes will need to be provided in advance of contract start and delivered each time a pick up is made. In the event an adequate number of boxes is unavailable, the items will be palletized and shrink wrapped. When this occurs, the Awardee will need to provide a pallet exchange.
 - C. The Awardee must provide for all loading, transportation, unloading and disposition of all materials.

3. **EQUIPMENT DISPOSITION:**
 - A. The Awardee will ensure that all equipment is recycled or properly disposed of and documented.
 - B. When transporting and disposing of these electronics, the Awardee and all sub-contractors must be in compliance with all local, federal and state laws, codes, ordinances, etc., such as the Resource Conservation and Recovery Act (RCRA). The hauler must also possess all required permits, licenses, certificates, approvals, etc., as necessary for the transport and handling of universal waste, mercury-containing devices and batteries.
 - C. The Awardee must provide audit-trail documentation for all items.

4. **EQUIPMENT AND DATA SECURITY:**
 - A. While some electronics will have all data removed, others will not. It will be the responsibility of the Awardee to erase all data contained in all electronic memory components. All units must be sanitized to the point that no SBBC data remains on the units. A certificate stating that this has been done must be provided to SBBC.
 - B. The Awardee must provide adequate security to prevent theft or loss of all items while in the Awardee's custody.
 - C. The Awardee must be able to document custody and control of the items provided for de-manufacture and must provide reports to indicate final disposition of all electronics.

VENDOR NAME: _____

KL/cjb



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

SCHOOL BOARD

www.browardschools.com

DATE: October 30, 2010
TO: Prospective Bidders
FROM: Kay Lloyd, Purchasing Agent
754-321-0504

Chair JENNIFER LEONARD GOTTLIEB
Vice Chair BENJAMIN J. WILLIAMS
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PHYLLIS C. HOPE
STEPHANIE ARMA KRAFT, ESQ
ANN MURRAY
ROBERT D. PARKS, Ed.D.
KEVIN P. TYNAN, ESQ

JAMES F. NOTTER
Superintendent of Schools

**SUBJECT: Instructions to Bidders
Invitation to Bid 11-016T, Disposal of Surplus, Obsolete, Used Computer Equipment and Related Items**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Disposal of Surplus, Obsolete, Used Computer Equipment and Related Items**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to kay.lloyd@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on Thursday, November 18, 2010, beginning at 9:00 a.m. Eastern Time (ET), in the Technology and Support Services Center, Supply Management and Logistics Department, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Supply Management and Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 scan and send via e-mail to kay.lloyd@browardschools.com. Your response to the Statement of "No" Bid is very important to the Supply Management and Logistics Department when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number stated above.

TABLE OF CONTENTS

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The School Board of, Broward County, Florida
SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): December 2, 2010	ITB NO.: 11-016T	RELEASE DATE : October 30, 2010	PURCHASING AGENT: Kay Lloyd 754-321-0504
Bids must be submitted to the Supply Management and Logistics Department and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.		BID TITLE: DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS	

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
Internet Web Site:	Toll Free Number:
Internet E-Mail Address:	Fax Number:
Federal Tax Identification Number:	Email Address to Send Purchase Orders:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I acknowledge that I am currently in compliance and will remain in compliance throughout the term of this Bid with all state and local laws and statutes and all School Board policies and procedures as currently enacted or as amended from time to time. I certify that I am authorized to sign this ITB for the Bidder

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input type="checkbox"/> Descriptive Literature
Special Condition __ | <input checked="" type="checkbox"/> Licenses
Special Condition 16 | <input type="checkbox"/> Material Safety Data Sheets
Special Condition __ |
| <input checked="" type="checkbox"/> Manufacturers Authorization
Special Condition __ | <input type="checkbox"/> References
Special Condition __ | <input checked="" type="checkbox"/> Company Representative
Special Condition 8 | <input checked="" type="checkbox"/> Indemnification and Non-Discrimination
Special Condition 12 |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management and Logistics Department on or before 2:00 p.m. ET on date due for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management and Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management and Logistics no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all Bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the Bidder's firm and who is also an employee of The School Board of Broward County, Florida.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management and Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, 1643 North Harrison Parkway, Building H, Sunrise, Florida 33323. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is **desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management and Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid/RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 consecutive hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.demandstar.com on **December 13, 2010 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount." The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

36. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive."

a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.

b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.
45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.
47. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management and Logistics Department; the tie low bid vendors invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or www.broward.k12.fl.us/supply/mwbe.htm.
- It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the Bidder is not a Certified M/WBE, Bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbcc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Supply Management and Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management and Logistics Department. **Any vendor or lobbyist who violates this provision shall cause their proposal to be considered not responsive and therefore be ineligible for award.**
57. **TERMINATION:** This Bid may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid.
58. **PROPOSALS ARE NOT CONFIDENTIAL:** SBBC and its proposal evaluation committees evaluate and negotiate all proposals in open meetings. Any proposal or information contained therein received by SBBC in response to a request for proposals or an invitation to bid will be made available for public inspection and copying pursuant to Section 119.071(1)(b)(1)(a) and (b), Florida Statutes. Any contract awarded by SBBC under a request for proposals or an invitation to bid is a public document and may include the entire contents of the successful proposal. No action on the part of any proposer would create an obligation on the part of SBBC to limit public access to information contained in a proposal submitted to SBBC, including, without any limitation, marking any portion of a proposal as being confidential, proprietary or a trade secret under Sections 812.081 and 815.045, Florida Statutes. Any information that a proposer considers to be a trade secret must be excluded from its proposal in order to avoid its availability for public inspection.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Disposal of Surplus, Obsolete, Computer Equipment and Related Items** as specified herein. The scope of requirements includes, but is not limited to, the collection, de-manufacturing, recycling and proper disposal of surplus, obsolete electronics. These items could include: computers, computer monitors, keyboards, copiers, peripheral equipment, T.V.s, phones and other miscellaneous items.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through December 31, 2015**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout December 31, 2012.
3. **AWARD:** Bid shall be awarded in its **ENTIRETY** to the responsive and responsible Bidder offering the best value to SBBC and meeting all specifications, terms and conditions. Unit prices or revenue must be stated in the space provided on the Bid Summary Sheet. In order to be considered for award, Bidders must submit pricing for ALL LINE ITEMS in Item 1.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Kay Lloyd, Supply Management and Logistics Department, 754-321-0504 or email at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Ms. Lloyd**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract for the disposal of estimated requirements for the items listed. The term of the bid shall be for approximately five (5) years, and may, by mutual agreement between SBBC and the Awardee, upon final SBBC approval, be extended for five additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through September 30, 2012. The Bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be generated throughout the contract period for each item and are not a guarantee. Actual quantities generated throughout the contract period may be greater or lesser than the bid estimates and shall be charged at the fixed contract price. Calls for pick up will be made as needed throughout the contract period.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. Currently items are being picked up from 3810 NW 10th Avenue, Fort Lauderdale, FL 33309. In the event that additional sites are added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar services.
8. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address and telephone number of the representative who could make scheduled visits to SBBC and who will be available, upon request, to resolve any issues.
9. **PRICE ADJUSTMENTS:** Unit prices for Surplus, Obsolete, Used Computer Equipment and Related Items, offered shall remain firm throughout December 31, 2012 and may be adjusted at annual intervals, thereafter.

Any request for price adjustment, with proper documented justification, shall be submitted in writing to the Supply Management and Logistics Department two weeks prior to the effective date of the requested adjustment and take effect only when the Awardee has received written approval from SBBC. Any price adjustment invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Price adjustments shall be negotiated in good faith with the Awardees and SBBC reserves the right to reject any price adjustments and cancel the renewal of any contract with an increase in prices. SBBC reserves the right to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for services as a basis for reviewing price adjustments.

- A. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel).
 - B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) Selected Local Areas, all item, Miami-Fort Lauderdale, FL.
10. **PRICE CHANGES:** If, from date of bid opening, the Awardee either bids the same services at a better price than offered to SBBC or changes the price of the bid item, the better of these prices will be extended to SBBC.
 11. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to SBBC property, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
 12. **INDEMNIFICATION CLAUSE AND NON-DISCRIMINATION DISCLOSURE:** The Indemnification Form (Section 7, Attachment 1) and the Non-Discrimination Disclosure Form (Section 7, Attachment 2) must be signed and returned with the bid response or provided upon request.
 13. **WARRANTY/GUARANTEE:** SBBC offers no guarantee or warranty, express or implied, as to the condition of the material. This equipment will be sold "as-is" and "where-is" at time of pick up.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida
DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **PICK-UP SCHEDULE:** SBBC and the Awardee will determine a mutually agreed-upon schedule for pick ups. Currently pick ups occur on a weekly basis and SBBC generates an average of 10-20 pallets per week.
15. **PAYMENTS:**
- A. If the Awardee owes money to SBBC for the items picked up, then the Awardee will prepare a company check, certified check or cashier's check made payable to: The School Board of Broward County. The checks may be sent to:
The School Board of Broward County, Florida
Attn: Brian Little, Manager, Material Logistics
3810 NW 10th Avenue
Fort Lauderdale, FL 33309
Checks must reference the Bill of Lading number for identification.
- B. If SBBC owes money to the Awardee for the items picked up, then the Awardee will prepare a detailed invoice showing the Bill of Lading number, quantity of items picked up and the cost per type. Invoices should be sent to:
The School Board of Broward County, Florida
Attn: Brian Little, Manager, Material Logistics
The School Board of Broward County, Florida
3810 NW 10th Avenue
Fort Lauderdale, FL 33309
16. **LICENSES/PERMITS:** The Awardee and any subcontractors employed by the Awardee must maintain current licenses, permits, certificates, approvals and be current with all charges and taxes which may be required by local, state or federal agencies. This shall be inclusive of all licenses, permits, certificates, approvals and all charges and taxes required for the collection, transportation, handling and disposal of electronic devices.
17. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.
18. **SITE VISITS:** Bidders may visit the SBBC site where surplus electronics are collected and prepared for pick up. This area may viewed during business hours **December 1-3, 2010**. Those interested must call Brian Little at 754-321-4721 to schedule an appointment. This warehouse is located at: **6501 NW 15TH Avenue, Fort Lauderdale, FL 33309.**

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida
DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 5, BID SUMMARY SHEET

	<u>ANNUAL ESTIMATED QUANTITIES</u>		<u>UNIT COST OR REVENUE</u>	<u>UNIT OF MEASURE</u>	<u>TOTAL NET COST TO SBBC</u>
<u>ITEM 1:</u>		SALE OF SURPLUS OBSOLETE, USED COMPUTER EQUIPMENT Price is to include transportation to pick up materials and deliver to Awardee's location and/or recycler's facility.			
A.	10,892 Each	CPU Unit	\$ _____	Each	\$ _____
B.	12,260 Each	Monitor	\$ _____	Each	\$ _____
C.	2,508 Each	Keyboard	\$ _____	Each	\$ _____
D.	2,248 Each	Printer	\$ _____	Each	\$ _____
E.	2,812 Each	Server Components	\$ _____	Each	\$ _____
F.	3,252 Each	Laptop/ Notebook Computer	\$ _____	Each	\$ _____
G.	16,656 Each	All in Ones (PC/Monitor Combo, e.g., eMac, iMac or similar)	\$ _____	Each	\$ _____
H.	1,156 Each	Copier	\$ _____	Each	\$ _____
I.	80,000 Each	TV Set/Multi-Media Audio Visual	\$ _____	Each	\$ _____

TOTAL (ITEM 1A-1I)..... \$ _____

****Important Note:** It is possible to offer pricing to SBBC in two ways. Bidders may choose to PAY SBBC for some or all items or CHARGE SBBC for some or all items. If there are items which SBBC will be charged for, please put those figures in (parentheses). That will indicate that this is the amount that SBBC will be charged by the Awardee. If there are items that SBBC will be paid for, enter those numbers as usual. In the TOTAL (ITEM 1A-1I) section, add and subtract the totals in the TOTAL NET COST TO SBBC column. It will be possible to obtain an overall total which SBBC will be charged. If this is the case, indicate that total in (parentheses). It will also be possible to obtain a total which SBBC will be PAID. If that is the case, enter that number as usual.**

BALANCE OF LINE: For any items not listed above, SBBC and the Awardee will come to a mutually agreed-upon price to include transport, de-manufacture and disposal.

VENDOR NAME: _____
KL/cjb

The School Board of Broward County, Florida
DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **EPA (Environmental Protection Agency) ID #:**

Electronics recycling facilities are usually not required to obtain an EPA ID# unless they are actually removing and separately managing certain quantities of universal waste batteries and mercury-containing devices. However, some agencies obtain the ID anyway, although not required to do so. If your firm has an EPA ID#, indicate it in the space provided.

Is your firm required to have an EPA ID#? Yes No

ID#: _____

2. **COMPANY REPRESENTATIVE** (See Special Condition 8)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

After normal business hours contact

NOTE TO BIDDER: Review General Condition 47 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

YES Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 6, BID SPECIFICATIONS

1. **REPORTING REQUIREMENTS:** It will be necessary to provide quarterly and annual reports which will include:
 - A. Listing showing all items picked up, with date and Bill of Lading/work order number.
 - B. Disposition Certificate showing the final disposition of all items.
 - C. Certificate indicating that all data has been cleansed and units sanitized.
 - D. Sales Summary, showing amounts paid by Awardee to SBBC and any payments made by SBBC to the Awardee.

2. **EQUIPMENT PICK UP REQUIREMENTS:**
 - A. All surplus equipment will be palletized and a Bill of Lading specifying the number of pallets and date of pick up will be provided by SBBC staff. The driver will sign off on the Bill of Lading as receipt of the pick up and will be given a copy as well.
 - B. The Awardee must provide the required number of pallet-sized bulk containers (Gaylord boxes, at least 4' x 4' x 4', or equivalent) at no cost to SBBC. These boxes will be re-used on an on-going basis. The number required will be based on the anticipated volume of surplus computers and related items and can be readjusted over time. A mutually agreed-upon number will be determined. The boxes will need to be provided in advance of contract start and delivered each time a pick up is made. In the event an adequate number of boxes is unavailable, the items will be palletized and shrink wrapped. When this occurs, the Awardee will need to provide a pallet exchange.
 - C. The Awardee must provide for all loading, transportation, unloading and disposition of all materials.

3. **EQUIPMENT DISPOSITION:**
 - A. The Awardee will ensure that all equipment is recycled or properly disposed of and documented.
 - B. When transporting and disposing of these electronics, the Awardee and all sub-contractors must be in compliance with all local, federal and state laws, codes, ordinances, etc., such as the Resource Conservation and Recovery Act (RCRA). The hauler must also possess all required permits, licenses, certificates, approvals, etc., as necessary for the transport and handling of universal waste, mercury-containing devices and batteries.
 - C. The Awardee must provide audit-trail documentation for all items.

4. **EQUIPMENT AND DATA SECURITY:**
 - A. While some electronics will have all data removed, others will not. It will be the responsibility of the Awardee to erase all data contained in all electronic memory components. All units must be properly sanitized and a certificate issued to indicate same.
 - B. The Awardee must provide adequate security to prevent theft or loss of all items while in the Awardee's custody.
 - C. The Awardee must be able to document custody and control of the items provided for de-manufacture and must provide reports to indicate final disposition of all electronics.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 6, BID SPECIFICATIONS (Continued)

5. ENVIRONMENTAL COMPLIANCE:

- A. The disposal facility used for all SBBC electronics must possess all regulatory permits and environmental compliance records as required within the jurisdiction where the processing/recycling facility is located.
- B. The Awardee and all haulers transporting SBBC electronics must possess all required certifications, permits, licenses, etc., to include meeting all requirements for hauling hazardous waste.
- C. In the State of Florida, the Awardee, haulers and all disposal facilities must be in compliance with Rule 62-730.160, Florida Administrative Code, which, in certain instances, requires a current Hazardous Waste Generator Identification Number. In Section 5, Bid Summary Sheet, Bidders will be asked to provide their identification number if they are required to have one.

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 7, BID SPECIFICATIONS
ATTACHMENT 1

INDEMNIFICATION CLAUSE

The Contractor shall indemnify and hold harmless SBBC and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The maximum amount of indemnification shall be \$1,000,000.00.

In any and all claims against SBBC or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone from whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

Name and Title of Authorized Representative

Signature of Authorized Representative

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 7, ATTACHMENT 2

**The School Board of Broward County, Florida
NON-DISCRIMINATION DISCLOSURE**

**INFORMATION FORM AND REPRESENTATION TO BE COMPLETED
BY PURCHASER (BIDDER)**

1. Name of purchaser:

(a) If doing business in a name other than above, under what name are you doing business:

2. Address of purchaser:

3. If acting in a representative capacity, the legal name and address of principal:

4. Description of property being purchased:

5. Description of use to be made of property being transferred or purchased:

In order to induce The School Board of Broward County, Florida, to enter into the transaction set forth above, the undersigned hereby represents that none of the property contracted for is being purchased by or for, nor will the property benefit any non-public educational facility or institution which discriminates, or may or will discriminate, against any student, person or class of students or other persons on the basis of age, color, disability, gender, marital status, national origin, race or religion, that: if property is being sold pursuant to this agreement, none of this property will be sold, transferred or conveyed by the buyer or agent, employee or other person acting on his behalf, to any non-public educational institution which discriminates, or which the buyer has reason to believe may or will discriminate, against any student or person or class of students or other persons on the basis of age, color, disability, gender, marital status, national origin, race or religion.

Signature

Title

Firm

Date

Witness

Address

For the purpose of this bid, the Bidder is the purchaser. This form must be completed in detail by each Bidder (one form per Bidder), signed and witnessed and returned with the bid. Failure to do so will result in disqualification of the bid submitted.

EEO Update/05-97

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida
DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 7, ATTACHMENT 3
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 11, all Bidders must disclose with their bid the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the Bidder's firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify Bidder from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

11/22/05

VENDOR NAME: _____

KL/cjb

**SECTION 7, ATTACHMENT 4
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93

VENDOR NAME: _____

KL/cjb

The School Board of Broward County, Florida

DISPOSAL OF SURPLUS, OBSOLETE, USED COMPUTER EQUIPMENT AND RELATED ITEMS

SECTION 7, ATTACHMENT 5

INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by any Awardee to SBBC by Certificate of Insurance within 15 days of notification by SBBC.

Awardee shall be responsible for providing written notification to SBBC 30 days in advance of cancellation, expiration, reduction in coverage limits or any material change in the specified coverage required by this contract.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. The certificate must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available, provide a minimum of 30-days notice of material changes or cancellation to SBBC.

All liability policies required under this agreement shall be endorsed to be primary of all other valid and collectable coverage maintained by the School Board of Broward County, FL and must be indicated on the Certificate of Insurance. All policies must remain in effect during the performance of the contract.

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. **The School Board of Broward County, FL shall be listed as an Additional Insured.**
- B. Auto Liability Insurance covering all owned (if applicable), non-owned and hired vehicles with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- C. Worker's Compensation in accordance with Chapter 440, Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the Awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 5.

See also General Conditions 12 and 20.

VENDOR NAME: _____

KL/cjb



Go Green Program for Output Reduction

HELPING TO SAVE THE PLANET FOR FUTURE GENERATIONS



- Home
- About Us
- Strategic Plan
- Schools
- Pilot Sites
- Ways to Go Green
- Training & Resources
- News & Contests
- Contact Us

- ⊕ CAB Conference Surplus Exchange
- ⊕ Electronics & Hazardous Material Recycling
- ⊕ IT Go Green Steps
- ⊕ Reduce Toner and Paper Consumption
- ⊕ Single Stream Recycling
- ⊕ Ten Steps to a Greener Office
- ⊕ Ten Helpful Tips on Going Green
- ⊕ Get to Know Your Recyclable Plastics by Number
- ⊕ Recycle Printer Cartridges
- ⊕ Resource Links

Electronics Recycling

- Diversified Asset Recovery (DAR) is our vendor and THEY PAY SBBC!
- When you are harvesting laptop and electronic spare parts please try to do so in a manner which does not tear up the unit. DAR will still pay for partial units.

Hazardous Material Recycling

- AERC is the SBBC vendor
- They pick-up expended light bulbs, toner cartridges (except Lexmark), batteries
- Facility Serviceperson gathers these items and the Central Warehouse stores for AERC pick-up and EPA guidelines disposal



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Closed Bids

Hernando County Board of County Commissioners » ITQ-TB-13-Q100/TKB - Electronic Waste Disposal (Re-Quote)

Award Information

Deadline:	04/17/2013 prior to 3:00 PM E.D.T.
Title:	Electronic Waste Disposal (Re-Quote)
Information Posted:	5/23/2013
Supporting Document:	There is no supporting document available.

The following companies either responded with pricing or submitted a no bid.

Company Names	Bid Results	Estimated Award	Comments
Diversified Asset Recovery, LLC		\$46,144.00	

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20140156

ACTION REQUESTED/PURPOSE:

- A) Approve award of Formal Bid No B-140044 E-SCRAP TRANSPORTATION AND PROCESSING, to the lowest responsive, responsible bidder meeting all bid requirements, Diversified Asset Recovery, LLC, as the primary contractor, and Creative Recycling Systems, LLC as a Secondary back up contractor, for an annual estimated expenditure of \$250,000.00 per year, effective April 28, 2014 for an initial two year period.
- B) Grant Lee County Procurement Director with County Administrations approval the discretion to renew this contract for up to four additional one year periods, upon mutual agreement of both parties.
- C) Authorize Chair to execute contracts on behalf of the Board upon receipt.

FUNDING SOURCE:

Solid Waste System Ops – Disposal Facilities

WHAT ACTION ACCOMPLISHES:

Approves formal award of Bid 140044 for the Solid Waste Department’s electronic equipment (E-Scrap) collection and recycling program. The E-Scrap collection program is for reuse, recycling and management in accordance with all applicable regulation in lieu of abandonment and destruction of E-Scrap materials. This service benefits the environment and improves the public health, safety, and welfare of the community. Funds are included in the FY 14 budget in account string: OB5340840100.503490.241

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: Item #15

Meeting Date: 5/6/2014

Agenda:

Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code AC 4-1
- Other

Request Initiated

Commissioner: All
Department: SOLID WASTE
Division: No Divisions
By: Lindsey Sampson

Background:

The Solid Waste Department submitted a request to Procurement Management to solicit bids for the project known as E-Scrap Transportation and Processing in January 2014. The anticipated cost required the use of the formal advertised sealed bids procedure.

This program began in 2001 (or '02) when the DEP began setting guidelines for the separate handling of E-Waste (E-Scrap) as a drop-off program at our household chemical waste collections. In 2005, upon recommendation of a Board appointed advisory committee, the County began collecting E-Scrap, curbside, at residential properties (also centrally at multi-family). Sustainability has added this program to the amended County comprehensive plan. During the past 5-7 years the Department has used the services of approximately 6 or more contractors. About 4 of these contractors went out of business while performing services. The Department agrees with Procurement’s recommendation to use the 2nd low bidder as a back-up alternative because there is insufficient storage capacity to allow for a 4-month procurement process if the primary company goes out of business.

This contract will provide the Solid Waste Department with a contractor (and a back-up contractor) whose responsibility is to transport, process, prepare, and market E-Scrap, collected by the Department, using authorized secondary markets for proper re-use, recycling and disposal.

11. Required Review:

<i>Lindsey Sampson</i>	<i>Robert Franceschini</i>	<i>Thelma Davis</i>	<i>Peter Winton</i>	<i>Dawn Perry-Lehnert</i>	<i>Doug Meurer</i>
SOLID WASTE	Purchasing	Budget Analyst	Budget Services	County Attorney	Public Works Director

12. Commission Action:

APPROVED

On the established bidding deadline of February 25, 2014, Procurement Management received three submittals. The Solid Waste Department reviewed the bids, and recommends award be made to the lowest responsive responsible bidder meeting all requirements, Diversified Asset Recovery, LLC at a per truck-load fee of \$1,500.00. Should the primary contractor not be able to perform in the future, the Department also recommends awarding a secondary contract to Creative Recycling Systems, LLC, at a per truck-load fee of \$4,000.00.

Funds are available in the following account string: OB5340840100.503490.241

- Attachments:
- 1) Bid Tabulation
 - 2) Department Recommendations of Award
 - 3) Diversified Asset Recovery – Bid Proposal
 - 4) Creative Recycling System, LLC – Bid Proposal
 - 5) Diversified Asset Recovery – Sample Agreement
 - 6) Creative Recycling System – Sample Agreement

FORMAL BID - B-140044
 OPENING DATE: TUES. MARCH 4, 2014 @ 2:30
 ANALYST: AMY HOFSCHEIDER

LEE COUNTY, FLORIDA TABULATION SHEET

FOR

Lee County E-Scrap Transportation and Processing

VENDORS

AI Assets
INC.

Diversified
Asset

Creative
Recycling

Addenda Acknowledged Add# 1

yes

yes

yes

Grand Total

16,800,000

15,000,000

4,000,000

Modifications Yes/No

no

no

no

Signed

yes

yes

yes

Local Business Tax Account Number

no

no

no

Local Vendor Preference Questionnaire

yes

yes

yes

Affidavit Principal Place of Business

yes

yes

yes

Immigration Affidavit

yes

yes

yes



PROJECT CHECKLIST

AWARDED VENDOR/VENDORS: Diversified Asset and Creative Resources Recycling
PA/BUYER: AMY HOFSCHEIDER TOTAL DAYS: _____

PROJECT NO.: B-140044 HIGH QUOTE: \$ _____

PROJECT OPENING DATE: 3/4/14 LOW QUOTE: \$ _____

BOARD DATE: 5/6/14 SAVINGS: \$ _____

TITLE: E-SCRAP COLLECTION, TRASPORATION AND PROCESSING

DEPT/DIV: SOLID WASTE CONTACT PERSON: EMORY SMITH EXT: _____

IF AN ANNUAL PROJECT DATE EXPIRES: _____

PRE-SPEC MEETING: YES NO DATE: 10/4/13 ON OUTLOOK CALENDAR: _____

GENERAL CONDITIONS ADDED TO SPEC. PACKAGE: 10/29/30

IMMIGRATION AFFIDAVIT ADDED TO SPEC. PACKAGE: 10/29/30

INSURANCE GUIDE ADDED TO SPEC. PACKAGE: 10/30/13

FIRST SPECIFICATION DRAFT TO DEPARTMENT: 10/30/13 RECEIVED REPLY: 11/7/13

SECOND SPECIFICATION DRAFT TO DEPARTMENT: 11/7/13 RECEIVED REPLY: 12/13/14

FINAL DRAFT SPECIFICATION APPROVED BY DEPARTMENT: 1/31/14 /Bob - 10/31/13

PRE-BID PUT ON OUTLOOK CALENDAR: N/A

PRE-BID CONFERENCE: YES _____ NO DATE: _____ /SIGN IN SHEET

SPECIFICATIONS SENT TO REQUESTING DEPARTMENT: 2-3-14

SPECIFICATIONS EMAILED TO WEB PERSON: _____

DATE NOTICE FOR LEGAL AD FAXED TO NEWSPRESS (IF USED): 2-4/14
(AFFIDAVIT REQUIRED)

PROJECT INFORMATION NOTED ON PERSONAL CALENDAR: 2-3-14

DATE PUT ON OUTLOOK CALENDAR: 2-3-14

DATE AND NUMBER OF ANY ADDENDUMS: (1) 2.26.14 (2) _____ (3) _____

DATE AND NUMBER OF ANY ADDENDUMS GIVEN TO WEB PERSON: 2/6/14 #1

TABULATION TYPED AND COPIED FOR OPENING: _____

TABULATION SHEET POSTED ON BULLETIN BOARD AND SENT TO WEB: _____

PROPOSALS SENT TO REQUESTING DEPARTMENT: _____

PROPOSALS SENT TO OTHER APPLICABLE DEPARTMENT: _____

EVALUATION MEETING: YES _____ NO DATE: _____ ON OUTLOOK CALENDAR: _____

DATE RECEIVED RECOMMENDATION MEMO FROM DEPARTMENT: 3/5/14

DATE RECEIVED RECOMMENDATION FROM OTHER DEPARTMENT: na

VENDOR HAS ADEQUATE INSURANCE COVERAGE: _____

REQUEST INSURANCE: _____ TO RISK: _____ APPROVED: _____



PROJECT CHECKLIST

VENDOR HAS CURRENT LOCAL BUSINESS TAX NUMBER AND OTHER APPLICABLE LICENSE(S): _____

DATE NOTICE OF INTENT SENT TO VENDOR(S): 3.5.14

DATE ENTERED IN SIRE SYSTEM: _____

COPY OF BLUE SHEET GIVEN TO DIRECTOR: 3.10.14

POST BLUE SHEET ON BOARD: _____

DATE BLUE SHEET APPROVED BY THE BOARD: 5/6/14

DATE NOTICE TO PROCEED SENT TO VENDOR(S): _____

COPIES OF NOTICE TO PROCEED SENT TO DEPARTMENT: _____

DATE BOND/PURCHASING AGREEMENT/CONTRACTS ROUTED FOR SIGNATURE: _____

DATE BOND GIVEN TO OFC.MGR: na

COMPLETED CONTRACT SUMMARY INFORMATION SHEET: 5/30/14

DATE CONTRACT SUMMARY INFORMATION PROVIDED TO DIANA: 5/30/14

DEPTS NOTIFIED OF COUNTYWIDE ANNUAL QUOTES AVAILABILITY: _____

DATE INFORMATION ADDED TO ACCESS DATABASE: _____

DATE FOLDER IS GIVEN TO WEB PERSON FOR SCANNING: _____

DATE MEETING SCHEDULED W/DEPT., VENDOR, FINANCE TO GO OVER QUOTE: _____

**LEON COUNTY PURCHASING DIVISION
 BID TABULATION SHEET
 BC-06-05-14-38**

Bid Title: Transportation & Recycling of Obsolete Electronic Equipment Opening Date: Thursday, June 5, 2014 at 2:00 PM

Item/Vendor	<i>Telecycle, LLC</i>	<i>Creative Recycling</i>	<i>Diversified Asset Recovery</i>
Manual Signature	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Affidavit of Immigration	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Tie Bid	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Insurance	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Certificate Debarment	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
Total from Bid Sheet	<i>\$ 37,796</i>	<i>\$ 97,600</i>	<i>\$ 4,718</i>
No Bid Document			

Tabulated By: _____

Shelly Kelley

[Signature]



**Leon County Board of County Commissioners
Notice of Intended Decision of Award**

Solicitation Title: Invitation to Bid: Transportation & Recycling of Obsolete Electronic Equipment
Solicitation Number: BC-06-05-14-38

Advertised in the legal notices of the Tallahassee Democrat on 5/12/14
Number of vendors notified via the internet: 162
Number of planholders: 11
Number of bids/proposals received: 3

The following vendors responded with bids or proposals:

Telecycle, LLC
Creative Recycling, Inc.
Diversified Asset Recovery, LLC

INTENDED AWARD

Vendor:	Award Price
Diversified Asset Recovery, LLC	Unit Priced

BID PROTEST:

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 consecutive hours after posting of this Notice of Intended Decision of Award (excluding Saturdays, Sunday and County holidays). Protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest with the proper bond shall constitute a waiver of all rights granted under the Leon County Purchasing Policy.

*****POSTING IS VALID FOR 72 CONSECUTIVE HOURS FROM THE DATE AND TIME STATED BELOW, EXCLUDING SATURDAYS, SUNDAYS AND COUNTY HOLIDAYS*****

CERTIFICATION:

I certify that the above statements are correct. I further certify that this award is in accordance with the County Purchasing Policy and applicable Florida statutes.

A blue ink handwritten signature, appearing to read "Don Tobin", written over a horizontal line.

Signature

Don Tobin

Name (Printed/Typed)

Purchasing and Contracting Administrator

Title

June 11, 2014 at 1:00PM

Date and Time of Posting

CONTRACT #Y14-1008-MA

This contract is made as of the 10th day of March, 2014 by and between Orange County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the County, and **DIVERSIFIED ASSET RECOVERY, LLC**, TIN #27-1581701, 2700 Hazelhurst Ave, Orlando FL 32804, a corporation organized under the laws of the State of Florida, hereinafter referred to as the Contractor.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

- I. Contractor agrees to collect, de-manufacture and recycle household (EOL) electronic equipment. The Contractor agrees to pay Orange County Solid Waste Division \$0.03/ per pound of Other Electronics collected. The Orange County Solid Waste Division will pay the contractor \$0.00/ per pound of CRT Monitors collected, and \$0.09/ per pound of CRT Televisions and \$0.00 for labor for each of the 4 Collection Events per attachment AA page 20 of RFQ Y13-189-MA. This contract establishes the scope of services, specifications and performance standards to be performed, as incorporated herein, and firm prices in accordance with the Contractor's quotation dated February 27, 2014.

The annual estimated contract amount for these services is \$16,800.00

- II. Payment

The Contractor shall make payment to Orange County for each load that is picked up from the Solid Waste Division site. Each payment shall be accompanied by a copy of the Weight Scale Ticket provided to the contractor when weighing out. The Solid Waste Division will create an invoice on the first of the month with an itemized list of all weight tickets from the previous month's service. The invoice will be mailed to the Contractor with a specific timeframe for payment to be made. Checks shall be made payable to Orange County Board of County Commissioners and sent to:

Orange County Solid Waste Division
PO Box 863293, Orlando, FL 32886-3293
Attn: Fiscal Section
Phone (407) 836-6600

- III. Contract Term

This contract shall commence on April 08, 2014 and extend through April 7, 2015 for a period of (1) year. This contract may be renewed for two (2) additional twelve (12) month periods upon mutual consent of both parties. If such renewal results in changes to this contract, such changes shall be reduced to writing as an amendment to this contract.

- IV. Price Escalation/De-escalation

The County will allow a price escalation provision within this award.

The original quote prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.** Price escalation requests exceeding 4% shall be subject to approval of the Purchasing and Contracts Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

V. Termination of Contract

A. For Cause. The County may immediately cancel this contract if either:

- 1) Contractor is indicted or has an information issued against him for any crime; or,
- 2) Contractor violates any applicable conflict of interest provision of the Florida Statutes; or,
- 3) Contractor does not personally perform the services set forth in this contract.

B. Without Cause.

- 1) The County shall have the right at any time to terminate this Contract without cause, provided that fourteen (14) days prior written notice is given to Contractor of the County's intent to terminate.
- 2) Contractor likewise shall have the right to terminate the Contract without cause, provided that fourteen (14) days prior written notice is given to the County of the Contractor's intent to terminate.

C. Payment Upon Termination of Contract.

In the event that this Contract is terminated or canceled prior to its full term, payment will be arrived at based upon work satisfactorily completed. The payment may be adjusted to take into account any additional costs to be incurred by the County due to any default by Contractor. In no case shall any amount be allowed for anticipated profit on unperformed services or other work.

D. Action Following Termination.

Upon receipt of notice of termination, Contractor shall:

- 1) Promptly discontinue all services and other work unless the notice provides otherwise.
- 2) Deliver or otherwise make available to the County any and all reports that may have been prepared by Contractor in performing services under this Contract, regardless of whether the work has been completed or is in progress.

VI. Insurance Required

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Pollution Liability- The Contractor shall maintain pollution liability with a limit of not less than \$1,000,000 per occurrence or incident to cover itself and the County against any third-party claims relating to the collection and disposal of any hazardous products or by-products associated with recycled electronics.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to the certification.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

VII. Independent Contractor Relationship

The Contractor is and shall be, in the performance of all work, services and activities under this contract, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than as provided for in this agreement.

VIII. Availability of Funds

The obligations of Orange County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

IN WITNESS WHEREOF, the parties have executed this contract on the dates below:

DIVERSIFIED ASST RECOVERY LLC

BY: 

Typed Name Jimmy Quinn

Title: President of Sales & Bus. Dev.

Date: 3-18-14

ORANGE COUNTY, FLORIDA

BY: 

Teresa C Miller, Buyer Supervisor
Procurement Division,

Date: 4/8/14

Issue Date: February 13, 2014

REQUEST FOR QUOTATION #Y14-1008

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting quotations for:

**END-OF-LIFE (EOL) ELECTRONICS RECYCLING
ORANGE COUNTY SOLID WASTE DIVISION**

Johnny M. Richardson, CPPO, CFCM
Procurement Division Manager

Quotations for furnishing the above will be accepted up to **5:00 PM** (local time) **Thursday, February 27, 2014** in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

NOTICE TO QUOTER

To ensure that your quote is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this quote solicitation is Maria Alvarez, Senior Buyer at maria.alvarez@ocfl.net, or (407) 836 -5869.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and quotation forms. The quotation page(s), and all forms listed on the quotation page(s) are to be filled in, signed, and submitted to the Procurement Division on or before the specified time and date.

It is the sole responsibility of the Quoter to ensure that their quotation reaches the Procurement Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone shall not be accepted. Verification of the County's receipt of a quote submitted by email is the Quoter's responsibility. Failure of the County to receive such quote submittal by the date and time specified on the Request for Quotation will result in non-consideration.

The County will not be responsible for late deliveries or delayed mail. Any quotation received prior to award may be considered if it is determined to be in the County's best interest.

All quotations must be typewritten or handwritten in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the quotation.

Quotation files may be examined during normal working hours, thirty (30) days after quotation opening, by appointment.

For information concerning this quotation, please contact:

Orange County Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801
(407) 836-5635

(Please specify the quotation number for which you are inquiring)

2. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Procurement Division Manager will sign an exemption certificate submitted by the Contractor. Quoters doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any quoter be authorized to use the County's Tax Exemption Number in securing such materials.

3. **ACCEPTANCE/REJECTION/CANCELLATION**

Orange County reserves the right to accept or to reject any or all quotations and to make the award to that quoter who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Orange County also reserves the right to reject the quote of any Contractor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Orange County reserves the right to inspect all facilities of quoters in order to make a determination as to the foregoing. Orange County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-quote.

Award will be made to the lowest responsive and responsible quoter as determined by the County.

4. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All quoters must disclose with their quote the name of any officer, director, or agent who is also an employee of Orange County. Further, all quoters must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Quoter's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

5. **LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Quoter shall in no way be a cause for relief from responsibility.

- A. Quoters doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE must be certified at the time of submittal of the quote and be certified in the area(s) for which they will be used. M/WBE firms are listed on Orange County's website www.orangecountyfl.net

6. **SUBCONTRACTING**

Quoter's subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

7. **MISTAKES**

In the event of extension error(s), the unit price will prevail and the Quoter's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Quoter's total will be corrected accordingly. Quoters must check their quotation proposal where applicable. Failure to do so will be at the Quoter's risk. Quotations having erasures or corrections must be initialed in ink by the Quoter. In addition to the above, and in cases where the number of line items exceed twenty-five (25), the County may use reasonable discretion to correct unit prices to the Quoter's intended unit of measure and/or to correct an error in the placement of a decimal point.

8. AVAILABILITY OF FUNDS

The obligations of Orange County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners.

9. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporated by the Contractor into the contracts of any applicable subcontractors.

10. QUOTATION FORMS

Quotations should be submitted on our standard Request for Quotation Form. Quotes received on other forms will be considered if all required information has been provided.

11. FLORIDA PREFERENCE

In the event this Request for Quotation is to acquire personal property and the lowest responsive and responsible quote submitted in response to this invitation for quote, is by a quoter whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible quoter having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible quoter has its principal place of business. This section shall not apply to transportation projects which Federal aid funds are used.

Any quoter whose principal place of business is outside the State of Florida must accompany any written quote documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statute 287.084.

12. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible quotation in response to any Request for Quotation is by a quoter whose principal place of business is in a county other than Orange County, and such county grants a preference for purchases to a quoter whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible quoter having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible quoter has its principal place of business.

13. CONTRACTUAL AGREEMENT

This Request for Quotation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), quote document and response. Any and all legal actions associated with this Request for Quotation and/or the resultant contract (purchase order) shall be held in Orange County with interpretation according to the laws of the State of Florida

14. SUBMISSION OF QUOTATION

The quotation may be emailed to maria.alvarez@ocfl.net or delivered to:

**ORANGE COUNTY PURCHASING & CONTRACTS DIVISION
ATTN: SENIOR BUYER MARIA ALVAREZ & RFQ #Y14-1008**
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Quoters must identify the quote as follows:

- A. Request for Quotation Number
- B. Due Date
- C. Name of Quoter

Verification of the County's receipt of a quote submitted by email is the Quoter's responsibility. Failure of the County to receive such quote submittal by the date and time specified on the Request for Quotation will result in non-consideration.

15. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

16. QUOTER ASSISTANCE WITH SPECIFICATIONS

Any prospective quoter which assisted the County in developing or writing the specifications contained herein are requested to so note such on the quote proposal page of their quotation response.

17. PAYMENT TERMS/DISCOUNTS

The County's payment terms shall be in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for quote evaluation purposes.

18. PATENTS AND ROYALTIES

Unless otherwise provided, the Quoter shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request for Quotation.

The Quoter, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Quoter. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Quoter. If such a claim is made, the Quoter shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Quoter and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

19. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of their office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the Quoter shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Quoter or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

20. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

21. CLARIFICATIONS

It is the Quoter's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request for Quotation. Lack of understanding and/or misinterpretation of any portions of this Request for Quotation shall not be cause for withdrawal of your quote after opening or for subsequent protest of award. Quoters must contact the Procurement Division, in writing, via e-mail or mail to the attention of the contact listed on the quotation cover sheet, prior to quotation opening, should clarification be required.

22. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this quote, the Quoter certifies, and in the case of a joint quote each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this quote have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other quoter or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this quote have not been knowingly disclosed by the Quoter and will not knowingly be disclosed by the Quoter prior to opening, directly or indirectly to any other Quoter or to any competitor; and,
- C. No attempt has been made or will be made by the quoter to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

23. NO ASSIGNMENT OF CONTRACT

The Quoter may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

24. PRICING/AUDIT

The Contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and cost incurred in performing the work for at least three (3) years after completion of this contract. The County shall have access to such books, records, subcontract, financial operations, and documents of the Contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

25. LAWS AND REGULATIONS

The Quoter shall comply with all applicable Federal, State and local laws, ordinances and regulations during the performance of this contract.

26. TOBACCO FREE CAMPUS

Virtually all Orange County operations under the Board of County Commissioners is designated as tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective quoters who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Procurement Division upon receipt of this Request for Quotation and prior to quote opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Request for Quotation.

SPECIAL TERMS AND CONDITIONS

1. **AWARD**

Award shall be made on an "All-or-None Total Offer" basis to the Contractor offering the highest amount of revenue per pound payable to Orange County.

2. **POST AWARD MEETING**

Within 5 days after receipt of notification of award of quotation, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

3. **PERFORMANCE**

Timely performance is of the essence in the award of this Request for Quotations. Performance of the Household Hazardous Waste Community Collection Events shall take place at the locations and times designated by the County. Performance of the Household Hazardous Waste Program shall take place at the Orange County Landfill and at the L.B. McLeod Transfer Station. Quotes which fail to meet this requirement shall be rejected. Failure of the Contractor to meet this performance requirement may result in default, immediate cancellation of the delivery order or contract, and all other applicable remedies available to the County under State Law.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

If said Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Request for Quotation is completed.

4. **TERMINATION**

A. **Termination for Default:**

The County may, by written notice to the Contractor, terminate this contract for default in whole or in part if the Contractor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the Contractor through the Procurement Manager, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance.

In the event of termination by the County for any cause, the Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the Contractor failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience

1. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice.
2. The County retains the right to terminate the contract, without cause, upon thirty (30) days prior written notice.
3. In the event of termination by either party as provided herein, the Contractor shall be paid for service performed and accepted through the date of termination.

5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this quotation must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.

- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

6. **PAYMENT**

Payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. The Solid Waste Division will create an invoice on the first of the month with an itemized list of all weight tickets from the previous month's service. The invoice will be mailed to the Contractor with a specific timeframe for payment to be made. Payment checks shall be made payable to Orange County Board of County Commissioners and sent to:

Orange County Solid Waste Division
PO Box 863293, Orlando, FL 32886-3293
Attn: Fiscal Section
Phone (407) 836-6600

7. **INSURANCE REQUIRED**

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this contract.

The Contractor shall require and ensure that each of its subcontractors or sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall

include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**

- B. **Commercial General Liability** - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$1,000,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. **Business Automobile Liability** - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$1,000,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. **Pollution Liability**- The Contractor shall maintain pollution liability with a limit of not less than \$1,000,000 per occurrence or incident to cover itself and the County against any third-party claims relating to the collection and disposal of any hazardous products or by-products associated with recycled electronics.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this contract, Contractor agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

The Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

8. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Request for Quotations shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price, which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract's performance period. In the event of termination by either party as provided herein, the Contractor shall be paid for service performed through the date of termination.

9. PRICING

The County requires a firm price for the entire contract period. Invoices will be reviewed to confirm compliance with quoted pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

10. PRICING/AUDIT

The Contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and cost incurred in performing the work for at least one (1) year after completion of this contract. The County, including the Comptroller's Office and/or authorized designees, shall have access to such books, records, subcontracts, financial operations, and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the contractor's local place of business. If records are unavailable locally, it shall be the contractor's responsibility to insure that all required records are provided to the County at the Contractor's expense.

11. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal will be required from the contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. PRICE ESCALATION/DE-ESCALATION

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage request shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The County obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed**

herein. Price escalation requests exceeding 4% shall be subject to approval of the Procurement Division Manager

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

13. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Procurement Division Manager or authorized designee.

14. DEBRIS

The Contractor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

SPECIFICATIONS

A. Purpose

The Orange County Solid Waste Division requires a qualified contractor for the collection, de-manufacturing and recycling of household end-of-life (EOL) electronic equipment. The equipment includes but is not limited to computer central processing units, Cathode Ray Tubes (CRTs) and Liquid Crystal Displays (LCDs), computer peripherals and printers, telephone equipment, television and other household electronics such as DVD and VCR players, and other home use electronic items.

B. Background

Orange County continuously receives EOL electronic equipment through its Household Hazardous Waste (HHW) Program. The materials are accepted at the Orange County Landfill, L.B. McLeod Transfer Station and at quarterly Household Hazardous Waste Community Collection Events (HHWCCE's) held in various locations throughout the County.

The County is contracted with Care Environmental Corporation (Y10-1060) for household hazardous waste collection and disposal services at its two permanent hazardous material acceptance sites. This company is tasked with the collection, identification, segregation, packaging, shipping, treatment and proper disposal of household hazardous waste. At the permanent Landfill facility and at L.B. McLeod TS, Care Environmental will receive EOL electronics from homeowners and stack them in pallets and gaylord boxes. The material shall be adequately packed for the EOL electronic contractor to load and transport to a de-manufacturing or recycling facility for processing at its own expense, as further specified herein.

Historically the distribution of EOL electronic equipment is as follows:

CPUs	18%
Monitors	28%
Televisions	38%
Other Electronics	16%

C. Contractor Responsibilities - General

1. The awarded contractor shall ultimately be responsible for compliance with all applicable federal, state and local laws, rules, directives and compliance orders associated with the loading, transport, de-manufacturing, recycling and proper disposal of the EOL equipment collected from Orange County as well as the costs associated with ensuring compliance. To that end, the contractor shall ensure that the subcontractors it uses for recycling and de-manufacturing comply with these same regulatory guidelines throughout the term of the contract.
2. The contractor shall handle all waste and residuals in a professional, safe and competent manner. All personnel providing service under this contract must be in uniform and have company name tags or names on shirts, and all equipment must be clean and properly maintained. Workers shall be outfitted with appropriate personal protective equipment.

3. The contractor shall take all appropriate measures necessary to prevent property damage, protect the health and welfare of individuals, and protect the environment at each stage of the contracted services.
4. Seven (7) days prior to contract commencement, the contractor shall submit to the County a Comprehensive Safety Plan and a Contingency Plan for handling EOL electronic equipment, and the County shall have the right to review and approve these plans.
5. At a minimum the contractor shall be able to provide all packaging materials, pallets, shrink-wrap, gaylord boxes, storage containers, loading and transportation equipment necessary to perform the contracted services at the Orange County Landfill facility, L.B. McLoed Transfer Station, and the Household Hazardous Waste Community Collection Events.
6. Within four (4) working days after receipt of notification from the County, the EOL electronic contractor will be required to remove all EOL electronic equipment from the HHW permanent facility. Personnel must be trained and capable of handling/loading and transporting collected EOL electronic equipment. Contractor personnel will also ensure that the collection is accomplished within the Orange County Landfill's normal business hours. (note hours/days)
7. The weight of the materials shall be determined using a scale, which will be calibrated with NBS traceable weights at least twice a year and checked at least daily with a set of standard weight or quantity estimates of materials. Orange County personnel shall confirm and document weights and quantities before loading for shipment off site. The weight of the materials collected shall be on a net weight basis, i.e., the full container weight minus the standard tare container weight. For purposes of determining the net weight, the following standard container tare weight will be used:

Pallet	64 pounds
--------	-----------

The weights of other shipping containers not listed will be reasonable determined and agreed upon as needed. Electronic recycling personnel will be present for weighing of materials.

8. The contractor shall provide documentation to the County as to pounds of recycled EOL electronic equipment after every collection (both permanent location and community events), broken down into the following categories: Monitors, CPU, TV's and other electronics equipment for the purpose of historical monitoring. A Certificate of Disposal specifying destination facility must be also provided with 30 days of removing waste from the Orange County facilities.

D. Services for Household Hazardous Waste Community Collections Events

1. The EOL electronic contractor shall attend and provide all services to a minimum of four (4) HHW Community Collection Events per year.

2. The EOL electronic contractor shall coordinate with the County and the County's HHW contractor to prepare a Site Utilization Plan prior to each HHW Community Collection Event.
3. The EOL electronic contractor will provide a minimum of three (3) qualified personnel and all materials, equipment, and supplies necessary to accept, store, classify, package, load, transport, and properly manage EOL electronic equipment at HHW Community Collection Events.
4. The weight of the materials shall be determined using a scale, which will be calibrated with NBS traceable weights at least twice a year and checked at least daily with a set of standard weights. The contractor shall be prohibited from making weight or quantity estimates of materials. Orange County personnel shall confirm and document weights and quantities before loading for shipment off site. The weight of the materials collected shall be on a net weight basis, i.e., the full container weight minus the standard tare container weight. For purposes of determining the net weight, the following standard container tare weight will be used:

Pallet	64 pounds
--------	-----------

The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed.

E. End Markets

All processing/recycling/disposal subcontractors used by the contractor for disposal and or recycling of CRT's and other electronics equipment, lead-bearing or mercury-bearing components, and other residuals may be subject to approval by the County. Approval of end markets shall be based on proof of required regulatory permits and environmental protection compliance records for the regulatory agencies within the jurisdiction where the processing/recycling facility is located.

Respondents shall submit a Process Flow Diagram that clearly indicates all principals, participating firms, materials and final materials disposition destinations.

Additionally, proof of end market agreements shall be provided with the quote. Documentation may be in the form of letters of agreements/contracts on subcontractor letterhead, or copies of agreements/contracts indicating scope of agreement, dates and signatures, and shall include the following:

1. Identification of the principals participating in the contract, including companies and/or individuals involved in the following:
 - Hauling or transporting of the recyclable materials
 - Collecting, sorting, and/or separating the recyclable materials
 - Processing the recyclable materials into raw materials or components that can be recycled
 - Final Materials Disposition; examples:
 - CRT's are sent to; Electronic Components are sent to; Electronic Circuit Boards are sent to; Plastics; Metals; etc.

2. The identification of these firms and/or individuals shall include the following:
 - Name of firm and/or individual
 - Address, telephone number, fax number
 - Identification of officers, directors, and principals owning 25% or more of the firm and the name of any officer, director or agent
 - Statement regarding the extent to which the participants in the contract include either Florida based businesses or businesses with a Florida presence

Purchasing should be notified in writing of any proposed changes to original processing, recycling, or disposal subcontractors. The County retains sole discretion to accept and approve such requests when deemed to be in the County's best interest. No changes shall be binding upon the County unless evidenced by a written notice issued by the contract administrator.

ATTACHMENT AA

REQUEST FOR QUOTATION FORM
RFQ #Y14-1008-MA

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	Other Electronics	238,000/lbs	x \$ <u>.03</u> /per lb. =	\$ <u>+7,140</u>
2.	CRT Monitors	196,000/lbs	x \$ <u>0</u> /per lb. =	\$ <u>0</u>
3.	CRT Televisions	266,000/lbs	x \$ <u>-.09</u> /per lb. =	\$ <u>-23,940</u>
4.	Collection Events (LABOR ONLY: this is a fee for working the events and will not include the items collected at the events)	4 Events per year	x \$ <u>0</u> /per event=	\$ <u>0</u>

TOTAL ANNUAL ESTIMATED QUOTE FOR LINES (1 +2+3+4)

\$ -16,800

[Handwritten signature]
initial

"+" is equivalently to paid to County

"-" is equivalently to County shall pay

The County reserves the right to reject any quote, which is deemed insufficient for performance.

Required Submittals Included per specifications section E. End Markets listed on page 18 & 19?

Yes ___ No ___

Inquiries regarding this Request for Quotation may be directed to Maria Alvarez, Senior Buyer at telephone number (407) 836-5869 or email at Maria.Alvarez@oclf.net.

Quotation Response Documents - The following documents constitute your quotation:

- a. Quotation Proposal Form and Authorized Signatories.
- b. Completed reference documentation, pages 22 and 23.
- c. Required Submittals of End Markets documentations, page 18 and 19.

Diversified Asset Recovery LLC
Company Name

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:

Company Name: Diversified Asset Recovery LLC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH QUOTATION.

TIN#: 27-1581701

Address: 2700 Hazelhurst Ave Longwood
(Street No. or P.O. Box Number) (Street Name) (City)
Orange FL 32804
(County) (State) (Zip Code)

Contact Person: Jimmy Quinn

Phone Number: 407-509-3880 Fax Number: 800-9306-1977

E-mail Address: jquinn@darllc.com

AUTHORIZED SIGNATORIES

The quoter represents that the following persons are authorized to sign contracts and related documents to which the quoter will be duly bound:

Name	Title	Telephone Number
<u>Jimmy Quinn</u>	<u>Pres. of Sales</u>	<u>407-509-3880</u>

[Signature]
(Signature) 2-26-17
(Date)
Pres. of Sales
(Title)

The quoter/quoter/offeror shall complete and submit the following information with the quote, bid or proposal:

Type of Organization

Sole Proprietorship Partnership

Joint Venture Corporation

State of Incorporation: Florida

REFERENCES:

List the latest three (3) customers for the goods or services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Lee Cty. Solid Waste

1. Owner's Name: ~~Emory Smith~~ Emory Smith
a. Description of goods or services provided: Electronic Recycling
b. Date services completed: August 2012 - current
c. Contact Emory Smith
Address 10550 Buckingham Rd.
Ft. Myers FL 33905
Telephone Number: 239-533-8000
E-Mail Address: esmith2@leegov.com

2. Owner's Name: Greenville County Solid Waste
a. Description of goods or services provided: Electronic Recycling
b. Date services completed: January 2013 - current
c. Contact Marcia Pepin
Address 1100 Augusta Rd.
Honey Peth, SC 29654
Telephone Number: 864-243-9672
E-mailAddress: mpepin@greenvillegov.org

3. Owner's Name: Hendry Cty School District
a. Description of goods or services provided: Electronic Recycling
b. Date services completed: Feb 2012 - current
c. Contact Nancy White
Address 7070 Cowboy Way
Labelle, FL 33935
Telephone Number: 863-673-0980
E-Mail Address: whiten@hendry.k12.fl.us

SCHEDULE OF SUBCONTRACTING
RFQ NO.Y14-1008-MA

As specified in Section 6 of this document, quoters are to present the details of subcontractor participation.

NAME OF SUBCONTRACTOR	ADDRESS	TYPE OF WORK TO BE PERFORMED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(08/5/09)



CERTIFICATE OF LIABILITY INSURANCE

DIVER-2

OP ID: TB

DATE (MM/DD/YYYY)

1/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker Ins. & Fncl. Svcs., Inc P.O. Box 532115 Orlando, FL 32853-2115 Deborah J Hall, CIC, CRM, CRIS	Phone: 407-849-1988	CONTACT NAME:
	Fax: 407-849-1972	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Landmark American Insurance Co	
	INSURER B : Mapfre Insurance Co. of FL	
	INSURER C : Scottsdale	
	INSURER D : Mt. Hawley Insurance	
	INSURER E :	
	INSURER F :	
INSURED Diversified Asset Recovery LLC 2700 Hazelhurst Avenue Orlando, FL 32804-2718		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

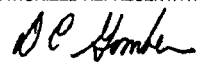
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		VBA245413	01/19/2013	01/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			4150120005449	02/18/2014	02/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB	X		XBS0030851	01/19/2014	01/19/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SSE0001200	01/19/2014	01/19/2015	WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liab			SSE0001200	01/19/2014	01/19/2015	Each 1,000,000
							Aggr 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder, its parent, subsidiary, related and affiliated companies and their officers, directors, agents and employees of said companies are named as an additional insured as required by written contract with respects to the General Liability. A waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

EJCAT-1 Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SCHEDULE

Person or Entity: Any person or organization to whom you are obligated by valid written contract to provide such coverage.

Additional Premium: \$ (Check box if fully earned.)

WHO IS AN INSURED is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.



ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$

Name of Person or Organization:

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above as respects written contracts that exist between you and such person or entity, provided you have agreed in writing to furnish this waiver. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain unchanged.

65 (Policy Provisions: WC 00 00 00 B)

82

BN

INFORMATION PAGE

WEG

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14974

Company Code: 7



07799

*3500141BN82650101



Suffix	
LARS	RENEWAL
	01

POLICY NUMBER:

41 WEG BN8265

Previous Policy Number:

41 WEG BN8265

HOUSING CODE: 76

1. Named Insured and Mailing Address: DIVERSIFIED ASSET RECOVERY LLC

(No., Street, Town, State, Zip Code)

2700 HAZELHURST AVE
ORLANDO, FL 32804

FEIN Number: 271581701

State Identification Number(s):

UIN:

The Named Insured is: LIMITED LIABILITY COMPANY

Business of Named Insured: COMPUTER REFURBISH AND RESALE

Other workplaces not shown above: 2700 HAZELHURST AVE

ORLANDO FL 32804

2. Policy Period: From 05/24/13 To 05/24/14
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: WELLS FARGO INS INC/PAC NEP

PO BOX 33015
SAN ANTONIO, TX 78265

Producer's Code: 715725

Issuing Office: THE HARTFORD
55 FARMINGTON AVE., SUITE 301
HARTFORD CT 06115
(877) 287-1316

Total Estimated Annual Premium: \$11,236

Deposit Premium: N/A

Policy Minimum Premium: \$509 FL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan S. Castaneda

Authorized Representative

03/31/13
Date

Form WC 00 00 01 A (1) Printed in U.S.A.
Process Date: 03/31/13

Page 1 (Continued on next page)
Policy Expiration Date: 05/24/14

ORIGINAL

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 41 WEG BN8265
CHANGE NUMBER: 001

ROUTING INSTRUCTIONS

_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

65
82
BN
WEG

POLICY FACE SHEET

TWIN CITY FIRE INSURANCE COMPANY

ENDT NO: 01

ENDT EFF DATE: 04-01-14

RECORDS RETENTION - PERMANENT

POLICY NO: 41 WEG BN8265 01 RENEWAL

HOUSING CODE: 76

1. NAMED INSURED AND
MAILING ADDRESS:

DIVERSIFIED ASSET RECOVERY LLC
2700 HAZELHURST AVE
ORLANDO, FL 32804

THE NAMED INSURED IS:
LIMITED LIABILITY COMPANY

2. POLICY PERIOD: 05-24-13 TO 05-24-14

PRODUCER'S CODE: 715725

PRODUCER'S NAME: WELLS FARGO INS INC/PAC NEP

BUSINESS OF NAMED INSURED: COMPUTER REFURBISH AND RESALE
AUDIT PERIOD: ANNUAL
AGENT SALES AGREEMENT (COMMISSION STATUS GG)

3. STATES COVERED: FL

PAYOR: INSURED
BEST IND = 06

FREQUENCY: PAYROLL BILLING

AUDIT (4)

MARKET SEG ID #: 390

POLICY SIC CODE: 3571

TRADEMARK-NON PAR

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT CNTL#:003
POLICY FACE SHEET TERMINAL ID: R001V1AA
04-03-14 41 WEG BN8265 (05-24-14)



Commercial Programs Center
3600 WISEMAN BLVD.

SAN ANTONIO

TX 78251

Telephone (877) 287-1316

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes, please call us at (877) 287-1316 between 8 A.M. and 6 P.M. EASTERN TIME Monday through Friday.

You can expect information about the premium billing soon.

Thank you for allowing us to service your business needs.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: TWIN CITY FIRE INSURANCE COMPANY

NCCI Company Number: 14974

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 05/24/13

POLICY EXPIRATION DATE: 05/24/14

Policy Number: 41 WEG BN8265

Endorsement Number: 01 **HOUSING CODE:** 76

Effective Date: 04/01/14

Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: DIVERSIFIED ASSET RECOVERY LLC

2700 HAZELHURST AVE
ORLANDO, FL 32804

FEIN Number: 271581701

PRO RATA FACTOR: .145

PRODUCER NAME: WELLS FARGO INS INC/PAC NEP

PRODUCER CODE: 715725

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

(A) POLICY IS AMENDED TO ADD LOCATION 03 FOR INSD 01 ST 09
LOC READS: 400 E. SOUTH STREET (WOS)
ORLANDO, FL 32801

FORM NUMBERS OF ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT
ISSUE: WC000313

Countersigned by

Susan S. Castaneda

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Process Date: 04/03/14

Page 1 (CONTINUED ON NEXT PAGE)

Policy Expiration Date: 05/24/14

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 41 WEG BN8265

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
(A) 8018 STORE - WHOLESALE NOC	IF ANY	4.12	
ALL OTHER STATE CLASS PREMIUM			11,037
TOTAL CLASS PREMIUM			11,037
PREMIUM DISCOUNT .5 PERCENT			-55
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	267,900	.020	54
TOTAL ESTIMATED ANNUAL PREMIUM - FL			11,236
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			11,037
PREMIUM DISCOUNT 0.5 PERCENT			-55
EXPENSE CONSTANT 0900			200
TERRORISM (9740)			54
TOTAL ESTIMATED ANNUAL PREMIUM			11,236



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 41 WEG BN8265

Endorsement Number: 01

Effective Date: 04/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: DIVERSIFIED ASSET RECOVERY LLC

2700 HAZELHURST AVE
ORLANDO, FL 32804

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ORANGE COUNTY BOARD OF
COMMISSIONERS
400 E.SOUTH STREET
ORLANDO,FLORIDA 32801

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 04/03/14

Policy Expiration Date: 05/24/14

PRODUCER'S FACT SHEET

NAMED INSURED: POLICY NO: 41WEG BN8265
DIVERSIFIED ASSET RECOVERY LLC
PRODUCER'S NAME: PRODUCER'S CODE: 715725
WELLS FARGO INS INC/PAC NEP
AGENT SALES AGREEMENT (COMMISSION STATUS GG) AMF STATUS P
POLICY EFF DATE: 05/24/13 POLICY EXP DATE: 05/24/14
PAYOR: INSURED BILL FREQUENCY: PAYROLL BILLING
TRANSACTION TYPE: ENDORSEMENT ENDT NO: 01 TRANS EFF DATE: 04/01/14
HOUSING CODE: 76
ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS	TITLE
WC 99 00 06A	CHANGE IN INFORMATION PAGE
WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R001V1AA
PRODUCER'S FACT SHEET PAGE 1

04-03-14 41 WEG BN8265 (05-24-14)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **December 11, 2012**

Bid No: 13-962-082

Bid Title: Recycling & Disposal Services:
End-of-Life Electronic Equipment

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- Lowest Responsive Bid Request for Proposal Reject Bids Piggy-Back Bid per 6A-1.012 (6) Sale of Property
 Revised Award * Highest Point Score Re-Award (partial/whole) * State Contract per 6A-1.012 (5)
 Renewal of Contract Contract/Bid Termination * Contract Extension * Term: _____ Co-Op Bid
 Professional Services per FS 287.055 Direct Negotiation per 6A-1.012 (14) Emergency Ratification *

Contract Period: 1/13/13 thru 1/12/14 N/A - One Time Purchase

Contract Value: \$ 153,136.00 (estimated net profit to district)

Contract Type: Estimated Dollar Amount Firm, Fixed Dollar Amount Firm, Fixed Unit Prices Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
2	6-months	1 - year	

* **Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 76 Bids Received: 9 Late Bids: 0 Rejected Bids: 1 N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Warehouse Department
Title: Director, Purchasing Department

Requested By: Joe Zihala **Buyer:** Jena Grage
Title: Warehouse Coordinator

Recommended award by vendor as follows: (see attached)

DIVERSIFIED ASSET RECOVERY, LLC

Provide recycling services for end-of-life electronic equipment. The vendor shall provide Gaylord containers. Containers shall be picked up by the vendor within 72 hours of notification by the school district.

ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	\$ AMOUNT VENDOR TO PAY DISTRICT	\$ AMOUNT DISTRICT TO PAY VENDOR
		(a)	(b)
Computer Monitors & Terminals	3,000 each	5.02	0.00
Central Processor Units (CPU's)	2,400 each	12.14	0.00
Printers	1,000 each	0.00	0.00
Laptops	2,000 each	53.22	0.00
Keyboards	2,400 each	0.00	0.00
Miscellaneous: Mice, cables, speakers etc.	25 Gaylords	100.00	0.00
Oscilloscopes	1 or more	0.00	0.00
Copy Machines	1 or more	0.00	0.00
Fax Machines	1 or more	0.00	0.00
Telecommunications Equipment (Telephones)	1 or more Gaylords	0.00	0.00
Typewriters	1 or more	0.00	0.00
Audio Visual Equipment (Projectors, overheads, tape recorders, record players, etc.)	1 or more	0.00	0.00
Duplicating Machines	1 or more	0.00	0.00
Televisions up to 19"	1 or more	0.00	0.00
Televisions over 19"	1 or more	0.00	0.00
E-Macs/ I-Macs	500 each	0.00	0.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/28/13

Consent item: yes [X] no []

SUBJECT: Approval to utilize Diversified Asset Recovery, Property Room and Public Surplus to auction City surplus and/or obsolete materials and equipment and to waive purchasing procedures utilizing Manheim to auction the City's surplus and/or obsolete fleet vehicles.

DEPARTMENT: Finance

RECOMMENDED MOTION:

Approve Diversified Asset Recovery, Property Room and Public Surplus to auction City surplus and/or obsolete materials and equipment.

- Diversified Asset Recovery: All IT equipment
- Property Room: All Police (confiscated and found property)
- Public Surplus: All other City assets/scrap/ furniture, etc.

Approve waiving purchasing procedures utilizing Manheim to auction the City's surplus and/or obsolete fleet vehicles.

- Manheim: Fleet vehicles
-

SUMMARY:

In September 2010 City Council authorized Gideon Auction to sell the City's surplus equipment. Gideon Auction handles the pick-up of all surplus items and conducts auctions at their site located in Zellwood, Florida. Gideon Auction charges the city 12.5 % for fleet vehicles and 70% for all other surplus items. The City's revenue return is low.

In an effort to increase revenue, the City's Purchasing Division analyzed six surplus auction firms (see attached analysis) to determine which firm(s) can provide the highest rate of return/service for the sale of surplus items.

The City's auction categories consist of:

1. Fleet Vehicles
2. IT computer equipment
3. Police confiscated and found property
4. All other (assets / scrap / furniture, miscellaneous items)

Based on the analysis, presentations and discussions with the auction firm(s) staff determined it is in the best interest of the City to utilize several auction firms. Each firm specializes in auctioning a particular category, providing the City with the highest rate of return.

1. **Fleet Vehicles:** Staff recommends: **Manheim**

- Specializes in live on-line fleet vehicle and heavy duty truck auctions
- Provides the highest rate of return compared to the other auction firms. Charges 5% per vehicle, versus other auction firms charging up to 12.5% per vehicle
- Offers free pick up of vehicles to their Daytona Beach, Florida auction facility
- Has live on line auction visibility of over 80,000 U.S. Dealers
- Provides website reporting, marketing, title processing
- No contract required

2. **IT Computer equipment:** Staff recommends: **Diversified Asset Recovery.**

- Specializes in IT computer equipment auctions
- Provides the highest rate of return compared to the other auction firms
- EPA certified and follows a set of guidelines to provide a secure and environmentally safe solution for recycling computers, monitors, printers and any other IT equipment. Other auction firms do not provide this service.
- Provides a certificate of data destruction and certificate of recycling. Other auction forms do not provide this service.
- Offers free pick up of equipment
- No contract required

3. **Police seized, found, unclaimed property:** Staff recommends: **Property Room**

- Specializes in auctioning police department confiscated, found property and high end value items such as confiscated jewelry/electronics.
- Over 2,700 law enforcement agencies utilize property room
- Provides the highest rate of return on high end items compared to the other auction firms
- Has live on line auction visibility
- Offers free pick up of equipment
- No contract required

4. **All other (assets / scrap / furniture):** Staff recommends: **Public Surplus**

- Specializes in auctioning all other types of city assets such as furniture, scrap materials, industrial equipment, office equipment and parts.
- Designed specifically for public agencies. The system enables agencies to manage their entire surplus inventory, while at the same time maintaining compliance with State regulations and policies.
- Provides the highest rate of return for all other city assets, charging 7 to 10% compared to the other auction firms that charge up to 70%.
- Has live on line auction visibility
- No contract required

There is no contract required for any of the above auction firms.

The City of Port Orange has established policies dealing with the disposal of surplus and/or obsolete materials and equipment as is outlined in Part II – Code of Ordinances, Chapter 2 – Administration, Article VI – Finance, Division 2 – Purchase and Sale Procedure, Section 2-262.

Section 2-262, (e) Purchase and Sales Procedures

All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds \$25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be

Auction Process comparison 2/20/13

Category	Gideon	Public Surplus	Manheim	Gov Deals	Property Room	Darlic
Web site/Contact	www.ggauctions.com George Gideon(Current) 407-886-2211	www.publicsurplus.com Andrew Joosten 800-591-5545 ext.166	www.manheim.com Lillian Nicholas 813.416.8218	www.govdeals.com Jonathon Neeley 407-462-5955	www.propertyroom.com Larry Lesnick 800-799-2440 ext. 1009	www.darlic.com Jimmy Quinn 407-509-3880 computers only
Years in Service	30	13	68	10	14	
Cost % to The City of Port Orange (The percentage the auction collects from an item sold)	Vehicles 12.5% All other misc items 70%	0% To City, The buyer pays a low commission fee 7% or 10% if Auction collects payments	5% ALL "Vehicle sale" \$30.00 adtl. fee for simulcast sale Nationwide	B1-client 7.5% bidder 5% B2 client 5% bidder 7.5% B3 client 2.5% bidder 10% B4 client 0% bidder 12.5%	Platinum Auto (12.5%)- Portables barcoding Misc- (50%) fee up to \$1,000 over \$1,000 (25%) fee- GOLD 5% fee item remains on our property	Electronics Only/asset recovery co. refurbish & recycling "buy out & profit sharing program"
Online Bidding & Live Auction	YES/YES	YES/NO	YES/YES	YES/NO	YES/NO	Either recycle or refurbish- sell on line
Web site Reporting Capability	NO	YES	YES	YES	YES	
Marketing/Advertising	YES	Yes Buyer contract dept.	YES	YES	YES	
Contract Required (y/n) Non exclusive	No	No	No/We Can do an agreement on our terms	No/can use a national co-op award	No, require 30 day written notice to cancel	NO
Piggy Back Available	YES/Vol. County	YES	YES Ormond	NO	YES/NIPA Contract	
City staff required entering data/Photos online and monitoring? Scheduling delivery or pick up of items?	NO	YES, upload pics monitor and arrange for buyer pick up	NO	YES, upload pics monitor and arrange for buyer pick up	NO/ but w/Gold program we supply them w/ pics	NO
How are payments made to the city? Do we pay a fee to Auction Company?	Check mailed No fee	Collect from buyer or Company collects, no fee to City but buyer pays 3% for a total of 10% to Auction	Monthly Checks	Pay a check weekly for items marked CAS"picked up"	Monthly checks and detailed financial reporting/YES	No Fee once material is weighted for recycling we collect paymt from them
How many web site hits?	8500/week	4-4.5 million day	900,000/week 113 worldwide locations	300,00 registered bidders/ 5,200 Sellers	11-12 million month	
Title Processing, who does this?	Gideon	City	MANHEIM	CITY	Property Room	
Pick up Service?	YES	NO	YES	NO	YES	YES
Offsite Locations?	YES	NO	YES	NO	YES	YES
Reallocate surplus items Internally?	NO	Yes/Automatically notifies depts. in organization of surplus first	NO	NO	NO	
(1) Vehicle Ford F250 Sold for \$ 5000.00	\$4,375.00	\$4,500.00	\$4,715.00 incl. (-35.00)simulcast fee	\$4,375.00	\$4595/gold \$4335/platinum	
(1) Lot of file cabinets Sold for \$ 50.00	\$15.00	\$45.00	\$47.50(manheim wants to negotiate the misc rate for misc items under \$1000	\$43.75	\$47.50	

	Fleets	Public Surplus	Manufacturing	Gov. Surplus	Property Assets	IT Assets
PROS	Auction handles everything	Ease of website more \$\$ return, designed for Public agencies	Auction handles everything/ strong in vehicle sales!	Built for Gov surplus/complete auction details can compare	Strong in Police auctions/stolen, lost property	Recycle/ free pick up/destroy hard drives EPA cert and RECYCLE!!
CONS	Fees for misc. items is very high	Administrative duties/manage & monitor	May not get best return for misc. items/not strong in this area.	Administrative duties/manage & monitor	Do not pick up everything/ lots of guidelines	Separate co. to deal with

→ Purchasing's Recommendation for highest rate of return

1. IT Equipment – Diversified Asset Recovery (Pick up)
2. Fleet Vehicles – Manheim (Pick up)
3. All other Assets/Scrap/Furniture misc. etc. – Public Surplus (In House)

These companies are non-exclusive; we will be under no contract with any of them. We can do a test pilot with each of them to see if they indeed are in our best interest.

Board of County Commissioners

Agenda Request

Date of Meeting: March 17, 2014

Date Submitted: February 28, 2014

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy Price, Budget Coordinator/Fixed Asset Officer

Subject: Request Board Approval of the Disposal of County Property

Statement of Issue:

This agenda item requests Board approval of the Disposal of County Property that is included in Wakulla County's asset inventory, and contained in Attachment #1.

Background:

On February 4, 2013, the Board adopted Wakulla County Fixed Asset Policy #13-01. The primary goal of the policy was to establish guidelines regarding the management of County property in compliance with Florida Statutes, Chapter 274 and the Florida Administrative Code, Chapter 69I-73.

Analysis:

Pursuant to Chapter 274 of Florida Statutes, authority for the disposal of property shall be recorded in the minutes of the governmental unit and the following information shall be recorded on the individual property record by the Fixed Asset Officer: date of disposition, authority for disposition, manner of disposition and identity of employee(s) witnessing disposition.

Approval of this agenda item ensures compliance with all applicable Florida Statutes, Rules of the Florida Administrative Code and Wakulla County Fixed Asset Policy #13-01.

Budgetary Impact:

Disposal of these items will be at no charge to the County. Items that are scheduled for recycling will be purchased by Diversified Asset Recovery, LLC for scrap value, which fluctuates and is specifically unknown until the items are picked up. Items scheduled to be sold at auction, will generate revenue to be determined at time of sale. Any fees charged by the auction service (5% selling price per item) will be deducted from the total payment owed to the County. Any revenue generated will be credited back to the custodial department of the County Property.

Options

1. Approve the Disposal of County Property.
2. Do not approve the Disposal of County Property.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Property for Disposal
2. WC00308 Photo #1
3. WC00308 Photo #2
4. Compressor Photo #1
5. Compressor Photo #2

Local news and views

Naval Submarine Base, Kings Bay, Ga.

Now hear this!

Marine Corps League drive on

The Kings Bay Detachment No. 1229 of the Marine Corps League is looking for members. Meetings are the second Tuesday of each month. The league volunteers aid and assistance to Marine and Navy Corpsman widows and orphans and observes historical Marine anniversaries. For more information, e-mail MarineCorpsLeagueKingsBay@gmail.com.

Navy-Marine Relief Golf March 28

Dispose eWaste in proper manner

From NAVFAC Southeast, Environmental
Kings Bay

The general public has popularized the term "eWaste" to describe electronics that can no longer be used and in the past the popular method for getting rid of electronic equipment was to throw them in the trash.

However, we now know that the components that make up the majority of the electronics that we use contain materials that can be harmful to the environment if left in a

NAVFAC SE

to dispose of Government-owned electronics has been codified in DOD's Electronics Stewardship Implementation Plan.

The disposal of work-related electronics — computers, printers, computer peripherals, stereos, TVs, etc. — that are considered government property are to be turned over to

ing in electronic equipment easy.

Community sources for recycling of e-waste as follows:

- "BHosted" is a computer repair company that offers free electronic recycling. They will use what they have a need for and recycle the rest. BHosted is located at 860C Kings Bay Road in Kingsland.

- The St. Mary's Board of Education uses Diversified Asset Recovery in Orlando, Florida for their recycling needs.



NOTICE OF AWARD

Form must be posted to GA Procurement Registry (GPR)

Solicitation Title/Event Name: Electronics Disposal

Solicitation No/Event ID: 40300-233-DAS0000093

Solicitation Close/Event End Date: April 18, 2014

Notice of Award Posting Date: May 6, 2014

Issuing Officer: Verneicher Favors

Issuing Officer Contact Information: Verneicher.Favors@doas.ga.gov

The State has awarded a contract to the successful offeror(s). Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed below beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. **NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees.**

SUCCESSFUL OFFEROR(S)	AWARD AMOUNT
Diversified Asset Recovery, LLC	Fixed Contract Amount 0.57 per pound for CPUs/Laptops - 0.15 per pound for Peripherals and other components
UNSUCCESSFUL OFFEROR(S)	REASONS
Atlanta Recycling Solutions	Not Highest Scoring
GA Enterprises for Products and Services	Not Highest Scoring
IMS Electronics	Not Highest Scoring
Premier Surplus	Not Highest Scoring
GM Management Group	Non-Responsive



NOTICE OF AWARD

Authorized Signature: *[Handwritten Signature]*

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
 BID TABULATION SHEET
 PROJECT NO. 40300-233-DAS0000093 ELECTRONICS
 DISPOSAL

BID OPENING DATE: APRIL 18, 2014

COMPANY NAME	COST SHEET	IMMIGRATION AFFIDAVIT	ADDENDA 1/2	BASE BID
ATLANTA RECYCLING SOLUTIONS	YES	YES	NO	.09 PER LB
GA ENTERP FOR PROD&SVC	YES	YES	YES	.53 PER LB
IMS ELECTRONICS	YES	YES	NO	.61 PER LB
PREMIER SURPLUS	YES	YES	YES	.69 PER LB
DIVERSIFIED ASSET RECOVERY	YES	YES	YES	.72 PER LB
GM MANAGEMENT GROUP	NO	NO	NO	DISQUALIFIED

I certify that this is a correct tabulation of the bid and I certify that I have personally and visually checked the tabulations against the proposal forms submitted.

Name: Verneicher Favors

Date: April 21, 2014

Please review the bid tabulation sheet. If it is your desire to award a contract to the lowest, responsive bidder, for the Base Bid amount indicated above, please indicate below, sign this form, and return to the contracting officer listed above. However, if you elect to accept any of the alternates listed, please indicate the Contractor to which the project should be awarded, the alternates accepted, and the total contract amount.

Award Contract To: Diversified Asset Recovery Authorized Signature: 

Alternates Accepted: N/A Date: 5/6/14

Total Contract Amount: \$.57 per lb for Plus/Minus -
.15 per lb for Peripherals and Other Components

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated July 22, 2014 (the “Effective Date”), is entered into by and between the Georgia Department of Administrative Services (DOAS), on behalf of the departments, institutions and agencies of Georgia for which DOAS provides surplus property disposal and that maintain protected health information, (collectively referred to as “Covered Entity”) and Diversified Asset Recovery, LLC (“Business Associate”), for the purposes of complying with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”) and the privacy and security provisions of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (“ARRA”). Covered Entity and Business Associate may be individually referred to as “Party,” and collectively referred to as the “Parties.”

WHEREAS, DOAS is charged with the duty and responsibility to dispose of surplus property for each department, institution and agency of the State of Georgia; and

WHEREAS, in order to fulfill this duty, DOAS and Business Associate have entered into a contract for disposal of electronics (Contract Number 40300-233-DAS0000093) (the “Business Arrangement”); and

WHEREAS, pursuant to this Business Arrangement, Business Associate may provide disposal services for Covered Entity that require Business Associate to access, receive, maintain, use or transmit health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (including, but not limited to, parties meeting the definition of “covered entity” or “business associate”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangement, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. Business Associate Obligations.

1.1 Business Associate may receive from Covered Entity, or create, receive, maintain or transmit on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in HIPAA or ARRA, as applicable, and all references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards or Security Standards (as of the compliance deadline for such standards) if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

1.2 Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by HIPAA and ARRA.

1.3 In the event of a Breach (as hereinafter defined) of any Unsecured PHI or EPHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity in connection with the Business Arrangement, Business Associate shall provide notice of such Breach to Covered Entity within ten (10) calendar days. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. "Unsecured PHI or EPHI" shall mean PHI or EPHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

1.4 Notice of a Breach to Covered Entity shall include the identification of each individual whose PHI or EPHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach. At the request of Covered Entity, Business Associate shall identify: the date of the Breach, the date the Breach was discovered by the Business Associate, or, by the exercise of reasonable diligence should have been known, the scope of the Breach, the Business Associate's response to the Breach, the identification of the party responsible for causing the Breach, if known, and any other available information that the Covered Entity is required to include in any notification to the individual(s) affected.

1.5 In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to

Business Associate.

2. **Use of PHI.** Except as otherwise permitted herein or required by law, Business Associate shall use PHI only for the following purposes: (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate is not permitted unless expressly authorized in writing by Covered Entity.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided either that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidentially and further used and disclosed only as required by law or for the purposes for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensures that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. Business Associate may disclose PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients") and may allow Recipients to create or receive PHI on its behalf only if Recipients agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement, including, but not limited to, the requirement that the Recipients will: (i) comply with all requirements of the Privacy and Security Standards that apply to the Business Associate, (ii) appropriately safeguard all PHI that is either created or received, and (iii) comply with the Breach notification and mitigation requirements under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) calendar days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI

maintained by Business Associate as directed or agreed to by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) calendar days of such request and shall make any amendment requested by Covered Entity within ten (10) calendar days of such request. The information shall be provided (i) in the form and format requested, if it is readily producible in such form and format; or, if not, in a readable form and format as agreed to by the Covered Entity and the individual, or (ii) in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee for copying PHI may be charged. Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 C.F.R. §164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

7. **Records and Audit.** Business Associate shall make available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's or Business Associate's compliance with the Privacy Standards and Security Standards, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business

Associate of any and all requests by or on behalf of any and all government authorities served upon Business Associate for PHI.

8. Confidentiality.

8.1 Business Associate shall take any steps reasonably required to (i) protect PHI from unauthorized uses or disclosures, and (ii) maintain the confidentiality and integrity of PHI.

8.2 The Parties shall comply with all applicable federal and state laws governing the confidentiality and privacy of health information, respectively, including, without limitation, HIPAA and the regulations promulgated thereunder, and ARRA and the regulations promulgated thereunder.

9. Term and Termination.

9.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 9, provided, however, that any termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

9.2 Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

9.3 Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing: (i) Business Associate shall fail to observe or perform any material covenant or obligation contained in this Agreement for ten (10) calendar days after written notice thereof has been given to Business Associate by Covered Entity; or (ii) A violation by Business Associate of any provision of HIPAA or ARRA or applicable laws or regulations relating to the obligations of Business Associate under this Agreement.

9.4 Termination of this Agreement for either of the two reasons set forth in Subsection 9.3 above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

9.5 Upon the termination of all Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

9.6 Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities, and will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other

applicable state or federal laws, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11. Ineligible Persons. Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

12. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity for and from all claims, demands, lawsuits, losses, damages, liabilities, penalties, fines, or expenses, including reasonable attorneys' fees, asserted by persons or entities against Covered Entity, or incurred by Covered Entity as a result thereof, relating to PHI maintained, used, or disclosed by Business Associate, or by its agents or subcontractors, or arising in any way from Business Associate's, or its agents' or subcontractors', obligations or performance under this Agreement or violations of applicable Federal or state laws, rules or regulations.

13. Insurance. Business Associate shall obtain and maintain during the term of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per claim covering claims based on a violation of any applicable Federal or state laws or regulations concerning the privacy of patient information. Such coverage shall be on an occurrence basis and name the Covered Entity as an additional insured. Upon written request, the Business Associate shall provide the Covered Entity a copy of such policy or a certificate from the insurer evidencing such coverage.

14. Miscellaneous.

14.1 Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1804, West Tower
Atlanta, Georgia 30334
Attention: Director, Surplus Property

If to Business Associate:
Diversified Asset Recovery, LLC
2700 Hazelhurst Avenue
Orlando, FL 32804
Attention: President, Sales & Business Development

14.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

14.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.5 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA and ARRA, including the Privacy Rule, the Security Rule, and the HITECH Act. If any applicable law and/or the regulations promulgated under HIPAA or ARRA are amended, or interpreted by governmental authorities, in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations. Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations. Except as provided in this Section 14.5., no amendment to this Agreement shall be effective unless it is in writing and signed on behalf of Covered Entity and Business Associate.

14.6 Entire Agreement. This Agreement constitutes the complete agreement between

Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangement or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangement are more strict with respect to PHI and comply with the Privacy Standards and/or Security Standards, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

14.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Covered Entity is located, excluding its conflicts of laws provisions. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Covered Entity is located.

14.8 Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

14.9 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. Business Associate is an independent contractor, not an agent, to Covered Entity and nothing contained herein shall be intended to expand the scope or nature of the relationship. This Agreement does not express or imply any commitment to purchase or sell goods or services.

14.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGE)

COVERED ENTITY:

**GEORGIA DEPARTMENT OF
ADMINISTRATIVE SERVICES**


By: 

Steven Ekin
Director, Surplus Division

Date: July 22, 2014

BUSINESS ASSOCIATE:

**DIVERSIFIED ASSET RECOVERY
LLC**

By: 

(Print or Type Name)

President of Sales & Business Development

(Title)

Date: 7-22-14



State of Georgia

State Entity: Department of Administrative Services

Request for Quotes (“eRFQ”)

Event Name: Electronics Disposal

RFQ (Event) Number: 40300-233-DAS0000093

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish a contract with one qualified supplier who will provide Electronics Disposal to the Department of Administrative Services (hereinafter, “the State Entity”) as further described in this eRFQ.

Scope of Procurement

The GA Department of Administrative Services Surplus Division is responsible for the final disposition of state personal property. State agencies, universities, colleges, technical colleges, board and other entities throughout Georgia report surplus assets to the division who then arranges for proper disposal. One of the largest commodities by piece for disposal is electronic equipment. It includes, but is not limited to:

Desktops, Mini-towers, Laptops (notebooks, palmtops), Monitors (CRTs, flat panel), Servers, Keyboards, Mice, Joystick game controllers, Printers (daisy wheel, bubble jet, ink jet, laser) Zip drives, Speakers, PDAs, Pagers, Hubs, Routers, Scanners, Digital projectors, UPS units (containing sealed lead/acid batteries), Mainframes, Component parts (PWBs, power supplies, memory, CDR-RWs, hard drives, floppy drives, modems, fans, video cards, audio cards, cables), Copiers, etc.

Historically, the state recycles an average 1 million pounds of electronic equipment per year. In FY13, the state recycled over 72,000 pieces in 1495 transactions. There were over 409,000 pounds of CPUs and over 942,000 pounds of peripheral equipment.

The State use Law set forth at O.C.G.A. 50-5-135et seq. is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State use Council. Based on these statues, any bid received from Georgia Enterprises (GEPS) will receive an 8% price preference for purposes of cost evaluation as determined by DOAS.

Surplus Property reserves the right to determine the equipment disposal method that is in the best interest of the state such as redistribution or sale, instead of destruction. Surplus Division also reserves the right to make unannounced site visits and conduct physical audits of disposal facilities and records to ensure compliance with applicable laws and regulations.

The successful bidder will be required to:

- Supplier must be certified under and comply with the EPA Responsible Recycler (R2) program criteria (<http://www.epa.gov/epawaste/consERVE/materials/ecycling/certification.htm>) at the time of contract award.
- Maintain a facility with sufficient security to reasonable ensure against the loss of any equipment or data. The facility and operations must comply with all applicable laws and regulations but particularly with regards to safety and environmental issues.
- Pick-up a minimum of 10 pieces or accept delivery any accumulation of electronic equipment designated by the Surplus Division from any facility statewide.

- Notification will be made through supplier access to a web based Surplus database.
- Supplier will contact holding agency with two (2) business days of notification to schedule either a pick-up or delivery appointment.
- Pick-up or delivery must be accomplished within fifteen (15) business days of notification. State office hours are Monday – Friday, 8:00 - :00 except state holidays. (http://www.georgia.gov/00channel_modifieddate/0,2096,4082_64437763,00.html). Some agencies operate on a compressed schedule of four, 10-hour days.
- Supplier may not charge any fee for agencies to deliver equipment.
- Report received equipment to Surplus by the piece count and total weight (e.g. 250 CPUs @ 2500 lbs.) by entering the data into the Surplus database. This must be accomplished within three (3) business days from pick-up date.
- Disposal/destruction must comply with the following:
 - Any and all applicable federal (US Environmental Protection Agency (EPA)), state, local government laws or regulations.
 - May NOT dispose of in landfills or incinerators any equipment or components of any materials known to have failed the EPA’s Toxicity Characteristics Leaching Procedure (TCLP).
 - May NOT knowingly sell or give materials known to have failed the EPA’s TCLP to any entity that will export those materials.
 - ALL devices capable of storing data (e.g. hard drives, flash drives, etc) must be rendered completely unreadable through degaussing and shredding.
 - Supplier must have zero landfill policy for all electronic components and a recycling policy for all other logistics by-products (shrink wrap, pallets, etc). Waste material may not exceed 5% of total volume by weigh of materials accepted into the facility.
- Supplier will remit payment to Surplus on the last day of each month for the previous month’s collection.

1.2. Electronic Records and Signatures

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFQ. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids meet the sealed bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified suppliers (as defined by Section 1.1 “Purpose of the Procurement”) to provide the goods and/or services outlined in this eRFQ to the State Entity. This eRFQ process will be conducted to gather and evaluate responses from supplier for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1.1 “Purpose of the Procurement” and Section 6.6 “Selection and Award” for information concerning the number of contract awards expected.

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFQ	As Published on the Georgia Procurement Registry (“GPR”)	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	04/09/2014	5:00 p.m. ET
Responses to Written Questions	04/11/2014	5:00 p.m. ET
Bids Due/Close Date and Time	04/18/2014	3:00 p.m. ET
Bid Evaluation Completed (on or about)	1 Week after Bid Closing	N/A
Finalize Contract Terms	1 week after Bid Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	1 Week after Bid Closing	N/A
Notice of Award [NOA] (on or about)	1 to 2 Weeks after Bid Closing	N/A
	10 calendar days after NOIA	

*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Verneicher Favors

Verneicher.Favors@doas.ga.gov

1.6. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the State of Georgia.

State Entity – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFQ.

Any special terms or words which are not identified in this State Entity eRFQ Document may be identified separately in one or more attachments to the eRFQ. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFQ.

1.7. Contract Term

The initial term of the contract(s) shall be from the date of award until the end of the State’s current fiscal year. The State’s fiscal year is from July 1st through June 30th. The State Entity shall possess (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity.

Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the

contract(s), if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFQ states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFQ, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the supplier to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the company's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at <https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.5. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFQ*

Question #2 Question, *Citation of relevant section of the eRFQ*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. State's Right to Request Additional Information - Supplier Responsibility

Prior to an award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will not be considered. Responses must be complete in all respects, as required in each section of this eRFQ

2.1.6. Rejection of Responses; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses **that do not contain all elements and information requested in this eRFQ**. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.7. State's Right to Amend and/or Cancel the eRFQ

The State Entity reserves the right to amend this eRFQ. Any revisions must be made in writing prior to the eRFQ closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the eRFQ for additional information. Finally, the State Entity reserves the right to cancel this eRFQ at any time.

2.1.8. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.9. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.10. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired

2.1.11. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted in the proposal, offer, or proposal shall not be subject to public disclosure. The State Entity is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12. Registered Lobbyists

By submitting a response to this eRFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.2. Submittal Instructions

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

2.2.1. eRFQ Released

The release of the eRFQ is formally communicated through the posting of this eRFQ as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFQ using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review

the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

<http://doas.ga.gov/Training/Pages/SupplierTraining.aspx>

2.2.2. eRFQ Review

The eRFQ (or “Sourcing Event”) consists of the following: this document, entitled “The State Entity eRFQ Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the “header” level of the Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (The State Entity eRFQ Document) as well as the documents referenced in Section 4 “eRFQ Bid Factors.” Please thoroughly review all provided Event Attachments.
2. Second, the State Entity may also provide documents at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost/Pricing”) as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.

3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that the State Entity can easily organize and navigate the supplier's response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Sourcing Event.

2.2.4. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by the State Entity under the "View Event Attachments" link. Once the supplier has completed the Event Attachments, the supplier can then select "Add New Attachments" to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the "View/Add General Comments & Attachments" link of the Event. To the right of each question or bid factor, the supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.

4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State Entity will not consider the supplier's use of the "Validate Entries" feature as an excuse for an error committed by the supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by the supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after a supplier selects the "Submit Bid" button, will the response to the eRFQ be sent electronically, time stamping the supplier's response and sending a confirmation email to the supplier's email address. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFQ event number and the "View/Edit" feature for the supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier's inability to correct errors or otherwise make revisions to the submitted response or the supplier's inability to resubmit a response prior to the eRFQ end date and time.

3. WITHDRAW/CANCEL. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid.** As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements

MANDATORY: The Supplier must agree to provide the following insurance coverage by answering "Yes" in response to the applicable Event Question as noted in Section 3 "Supplier Information" of this eRFQ. Failure to agree to provide the insurance coverage identified below will result in rejection of the Supplier's response.

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

MANDATORY: The Supplier must indicate its agreement to meet the terms of this section by answering "Yes" to the applicable Event Question(s) as noted in Section 3 "Offeror Information" of this eRFQ. Failure to agree to meet these requirements will result in rejection of the Supplier's response.

4. eRFQ Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the State Entity to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Supplier General Information

Each supplier must complete all of the requested information in the attached file entitled **Supplier's General Information Worksheet**.

4.3. Mandatory Requirements

As noted in the preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ. Please note some requirements may require the supplier to provide product sheets or other technical materials.

5. Cost/Pricing

Each supplier is required to submit pricing as part of its response.

5.1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the supplier's pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and

5. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFQ or contract; and
6. Any cash discount offered to the State Entity must be clearly identified in the supplier's response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
8. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
10. Unless permitted by the eRFQ, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
11. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.2 Cost Structure and Additional Instructions

The State Entity's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier's cost be structured as directed in the eRFQ. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

The Sourcing Tool permits the State Entity to structure the Sourcing Event to allow the supplier to enter pricing directly into the line items of the Sourcing Event. However, if there are multiple products/services to be priced or the pricing structure is complex, the State Entity may attach one or more cost worksheets for the supplier to download, complete and then upload as part of the supplier's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet (if any), complete the worksheet and then upload the worksheet by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFQ.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the eRFQ as described further in Section 6.8 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFQ Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of eight percent (8%) for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Selection and Award

The State Entity reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

Any contract award resulting from the eRFQ will be made to the responsive and responsible supplier meeting all specifications and with whom the State Entity has reached agreement on all contract terms and conditions.

6.7. Site Visits and Oral Presentations

The State Entity reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the evaluation team.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the formal protest complaint process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL

SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award (“NOA”) is the State Entity’s public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this eRFQ will be based upon the eRFQ, the successful supplier’s final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as accepted by the State Entity” shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the State Entity, except that no objection or amendment by a supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier’s objection or amendment in writing.

Please review the State Entity’s contract terms and conditions prior to submitting a response to this eRFQ. Suppliers should plan on the contract terms and conditions contained in this eRFQ being included in any award as a result of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFQ and the potential resulting contract.

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier’s response. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFQ Attachments

The following documents make up this eRFQ. Please see Section 2.2.2 “eRFQ Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFQ (this document)
- B. Supplier’s General Information Worksheet from Section 4.2 of this eRFQ
- C. SPD-SP054 Immigration and Security Form
- D. Mandatory Response Worksheet, Specification Sheets, etc. from Section 4.3 of this eRFQ**

- E. Cost Worksheet from Section 5 “Cost/Pricing” of this eRFQ
- F. State Contract from Section 7 “Contract Terms and Conditions” of this eRFQ

**Any documents indicated in Section 4.3 of this eRFQ must be returned in the system as a part of the response by the supplier. Failure to supply the completed document(s) will deem the supplier as non-responsive.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Please see section 3.1 for more details.

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

Contract for: Electronic Waste Collection and Removal

Please review and approve the contract for e-waste collection and removal from bid 1623-15.

* * * * *

Proposed By: Paul G. Rhodes
Paul Rhodes
Purchasing Agent,
Purchase & Property

Date Proposed: 9/19/14

Recommended By: Robert D. Stowell
Robert D. Stowell,
Administrator,
Purchase & Property

Date Proposed: 9/19/14

Endorsed By: Michael P. Connor
Michael P. Connor
Deputy Commissioner,
Dept. of Adm. Serv.

Date Endorsed: 9/19/14

Approved By: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner,
Dept. of Adm. Serv.

Date Approved: 9/22/14

1887

IN SENATE, January 13, 1887.

REPORT
OF THE
COMMISSIONERS OF
THE LAND OFFICE

1886

WISCONSIN

1887


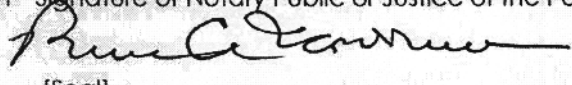


Subject: Electronic Waste Collection and Removal

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Diversified Recycling LLC		1.4 Contractor Address 2700 Hazelhurst Ave. Orlando, FL 32804	
1.5 Contractor Phone Number 407-509-3880	1.6 Account Number N/A	1.7 Completion Date August 31, 2017	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jimmy Quinn / President of Sales + Bus. Dev.	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Orange</u> On <u>July 25th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Bruce A. Manssuer, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

PURPOSE

Diversified Asset Recovery LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Electronic Waste Collection and Removal Services in accordance with NH State Proposal Bid #1623-15 and described herein.

TERM

This contract will be from the date approved by the Bureau of Purchase and Property Commissioner of Administrative Services and terminating on August 31, 2017. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five (5) years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

SCOPE OF WORK

The scope of work shall include Electronic Waste (E-waste) Collection and Removal, at the NH Surplus – White Farm in Concord, NH.

E-Waste collection and removal shall be completed within five (5) business days of pickup request, or a mutually agreed upon date with the requesting agency. The Contractor shall submit a proposed schedule date to the state agency requesting services within twenty-four (24) hours of the request.

All services performed under any contract resulting from this RFB shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. No premium charges will be paid for any off-hour work.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

The Contractor shall perform all services according to the requirements and specifications of this Contract.

- The Contractor shall furnish all supplies necessary to complete the service, as well as be responsible for the collection, transportation, recycling and legal disposal of the electronic waste at an approved site.
- Supplies provided are to include corrugated boxes, totes/gaylords, etc. as requested for storage of loose items; such as mice, cables, wires, etc. These items shall be supplied at no additional cost.
- The term "Electronic Waste Collection and Removal" shall include providing trailers, pick-up, transportation, recycling and disposal of waste. The Contractor shall make arrangements for legal recycling.
- The Contractor shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Items to be collected are listed as follows:
 - computers (personnel computers, mainframes, mid-range computers, laptops); networking equipment (hubs, switches, control cards, etc.); computer monitors; televisions, printers; keyboards; mice; adaptors; stereos; speakers; VCRs; scanners, fax machines; copiers; telephones and telephone systems; computer wire and cable; computer drives and storage devices (floppy drives, CD ROMs, hard drives); power supplies; circuit boards; scrap aluminum; (machine and machine parts, cable extrusions, etc.); scrap copper (cable, pipe, etc.); UPS (uninterrupted power supply) batteries; and related computer and electronic equipment.
- Contractor shall provide scale tickets with weights of each commodity and provide a certificate of recycling.
- The Contractor shall adhere to a zero landfill policy and provide a certificate of disposal/recycling with each invoice.
- The Contractor shall provide monthly reports of all items picked up. Report to include tonnage, date of pickup, scale tickets, and certificate of disposal/recycling. Reports shall be due thirty (30) days from date of pickup.
- All items shall be recycled. Contractor shall comply with all federal, state, and local laws, rules, and regulations regarding recycling.
- There shall be no minimum pick up weight.
- CRT monitors/televisions shall be deconstructed in the United States. Full units shall not be sent overseas for disposal.

All items shall be picked up at:
White Farm – NH Surplus
144 Clinton St.
Concord, NH 03301

Contact: John Supry (603) 271-3239

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

Contractor Initials

Date 7-25-19

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide electronic waste collection and removal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$10,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as August 31, 2017.

PRICING:

The invoice/rebate rates shall not exceed the rates established under this contract.

Description	COST/LBS
Unsorted Electronic Equipment	-\$0.14
CRT Televisions	\$0.20
CRT Monitors	\$0.00
LCD Televisions and Monitors	-\$0.29
Computer Equipment (CPU, laptops, servers, etc.)	-\$0.57

Negative costs/lbs constitutes a rebate to the State.

INVOICE

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

All rebate payment packages shall be mailed to:

Dept. of Administrative Services
RM 418
25 Capital Street
Concord, NH 03301

Under no circumstances shall payment for any material picked up under this Contract be made to any state agency other than the one stated above

REBATE PAYMENT OR INVOICING:

▪ **REBATE PAYMENT PACKAGE SHALL INCLUDE:**

- Rebate/invoices shall be submitted no later than thirty (30) calendar days after pickup.
- Rebate check, all payments shall be made by company or bank check, no cash.
- Weigh slips for each commodity weighed (statement of hauling)
- Statement on company header head clearly showing the quantity in gross tons or lbs for each commodity picked up.
- Date and agency physical location where the pickup was located.
- Contract price per LB (depending on commodity) for rebate.
- Gross, tare and net weights
- Adjustment / reason

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".
2. There are no other special provisions of this contract.

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
Bid # 1623-15
DATE 6/27/14 @ 1:30 PM

Contract: E-Waste Collection & Recycling
Multi-Agency Contract

			Vendor Name: Complete Recycling Solutions		Electronix Rudux Corp.		North Coast Services		Diversified Asset Recovery	
QTY	U/M	Description	UNIT	EXT	UNIT	EXT	UNIT	EXT	UNIT	EXT
20,000	lbs	Unsorted Electronic Equipment	\$0.26	\$5,200.00	-\$0.03	-\$600.00	\$0.08	\$1,600.00	-\$0.14	-\$2,800.00
4,000	lbs	CRT Televisions	\$0.22	\$880.00	\$0.09	\$360.00	\$0.13	\$520.00	\$0.20	\$800.00
4,000	lbs	CRT Monitors	\$0.22	\$880.00	\$0.09	\$360.00	\$0.13	\$520.00	\$0.00	\$0.00
8,000	lbs	LCD Televisions and Monitors	\$0.15	\$1,200.00	\$0.00	\$0.00	-\$0.06	-\$480.00	-\$0.29	-\$2,320.00
10,000	lbs	Computer Equipment (CPU, laptops, servers, etc.)	\$0.12	\$1,200.00	\$0.18	\$1,800.00	-\$0.22	-\$2,200.00	-\$0.57	-\$5,700.00
			\$9,360.00		\$1,920.00		-\$40.00		-\$10,020.00	

			Vendor Name: Universal Recycling Technologies		RMG Enterprise		Creative Recycling		CRTR	
QTY	U/M	Description	UNIT	EXT	UNIT	EXT	UNIT	EXT	UNIT	EXT
20,000	lbs	Unsorted Electronic Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.05	\$1,000.00	\$0.00	\$0.00
4,000	lbs	CRT Televisions	\$0.12	\$480.00	\$0.12	\$480.00	\$0.20	\$800.00	\$0.13	\$520.00
4,000	lbs	CRT Monitors	\$0.08	\$320.00	\$0.12	\$480.00	\$0.18	\$720.00	\$0.06	\$240.00
8,000	lbs	LCD Televisions and Monitors	-\$0.05	-\$400.00	\$0.16	\$1,280.00	\$0.10	\$800.00	\$0.06	\$480.00
10,000	lbs	Computer Equipment (CPU, laptops, servers, etc.)	-\$0.32	-\$3,200.00	-\$0.23	-\$2,300.00	-\$0.05	-\$500.00	\$0.00	\$0.00
			-\$2,800.00		-\$60.00		\$2,820.00		\$1,240.00	

Indicates award made to this bidder



Solid Waste Division

Wendy Thompson McNatt
Recycling Coordinator
wmcnatt@greenvillecounty.org
(864) 243-9672
www.greenvillecounty.org

FY15 Solid Waste Reduction and Recycling Grant Application

1. Greenville County Solid Waste Division, Greenville SC.
2. Wendy McNatt, Recycling Coordinator, 11075 Augusta Rd, Honea Path SC 29654. 864-243-9672, fax 864-243-5276. wmcnatt@greenvillecounty.org

Ruth Parris, Budget Director, 301 University Ridge, Suite 200, Greenville, SC 29601. 864-467-7037, fax 864-467-7340 rparris@greenvillecounty.org

Joseph Kernell, County Administrator. 301 University Ridge, Suite 2400, Greenville, SC 29601. 864-467-7105, fax 864-467-7151
jkernell@greenvillecounty.org
3. Collect, consolidate and ship e-waste.
4. All e-waste will be included in this project.
5. The targeted source of the material will be citizens utilizing all six of Greenville County's Residential Waste and Recycling Centers and the Twin Chimneys Landfill.
6. After aggregation, all e-waste is transported to a certified e-waste recycler.
7. E-waste will be dropped off at all Residential Waste and Recycling Centers or collected curbside by municipalities. It is then transported to our aggregation facility where it is then consolidated, shrink wrapped, palletized, loaded onto a trailer and await transport by Diversified Asset Recovery.
8. Diversified Asset Recovery.
9. Most of the education for this program will be implemented by the center operators. Center operators educate citizens visiting the site about e-waste recycling and show them the e-waste recycling collection trailer. We will advertise the e-waste recycling program with a banner located at each

site and Solid Waste Division Recycling brochures.

10. From July 1, 2013 to March 31, 2014, the Greenville County Solid Waste Division collected and recycled 324 tons of e-waste.
11. We anticipate a 28% increase of e-waste collected in FY14.
12. Greenville County Solid Waste Division averaged 32 tons per month in FY13 and 41 tons per month through FY14.
13. N/A
14. N/A
15. N/A
16. Grant funds are requested to fund the purchase of the following item: 350 rolls of shrink wrap (20 x 800) @ \$26 per roll. Total cost requested \$10,000.00 (total includes shipping/handling/sales tax).
17. Greenville County will continue to pay any additional expenses incurred that exceed grant funding.



UNIVERSITY OF SOUTH CAROLINA

Posting Date: September 26, 2014

STATEMENT OF AWARD

AWARD – ONE RESPONSE RECEIVED PER LOT: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520 (10) AWARD, “WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENDED AWARD AND THE TEN (10) DAY DELAY OF AWARD MAY BE WAIVED.”

Solicitation Number: USC-BVB-2679-MR
Solicitation Issue Date: August 18, 2014
Bid Opening Date: September 11, 2014
Description: Recycling of Surplus Property

Lot 1 – Scrap Electronics @ \$.05 per pound

Awarded To: Diversified Recycling, LLC
2700 Hazelhurst Ave.
Orlando, FL 32804

Lot 2 – Miscellaneous Scrap Metal @ \$.023 per pound

Awarded To: Curtis Johnson Enterprises
PO Box 188
Ridge Spring, SC 29129

Estimated Potential Value of Contract: \$100,000.00

Initial Contract Term: September 29, 2014 – September 28, 2015

Maximum Contract Term: September 29, 2014 – September 28, 2019

Michelle Robinson, CPPB
Procurement Manager I