

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

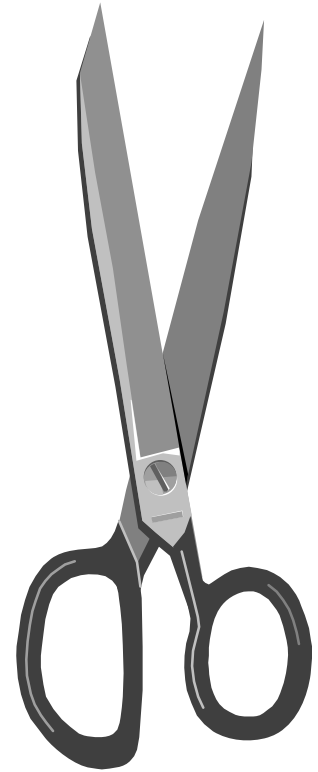
SEALED BID NO.: 089-0432-B (MW)

BID TITLE: Recycling and Demanufacturing
Electronics Services

DUE DATE/TIME: August 13, 2009 @ 3:00 P.M.

SUBMITTED BY: _____
(Name of Company)



DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm) , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

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| SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756 | |  | | <h1>INVITATION TO BID</h1> | |
| ISSUE DATE: July 10, 2009 | | BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED | | | |
| TITLE: Recycling and Demanufacturing Electronics Services | | | BID NUMBER: 089-0432-B (MW) | | |
| SUBMITTAL DUE: August 13, 2009 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. | | | Mandatory Pre-Bid/Site Visit Date/Location/Time: Utilities Solid Waste Operations Administration Building located at 3095 - 114th Avenue North, St. Petersburg, FL 33716 JULY 30, 2009 at 10 A.M. | | |
| DEADLINE FOR WRITTEN QUESTIONS: August 5, 2009 BY 3:00 P.M. SUBMIT QUESTIONS TO: MICHAEL WILSON, CPPB AT mwwilson@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925 | | | | | |
| COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH | | THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow. | |  JOSEPH LAURO, CPPB Director of Purchasing | |

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.70)

*BID DEPOSIT IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

***REMIT TO NAME:** _____ **PHN:** (____) _____ **FAX:** (____) _____
 (As Shown On Company Invoice)

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

| FORMS CHECKLIST | |
|---------------------------|--------------------------|
| SAMPLE OF COMPANY INVOICE | <input type="checkbox"/> |
| W-9 (TAXPAYER ID) | <input type="checkbox"/> |

SEE PAGE 22 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

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| SECTION A - GENERAL CONDITIONS - CONTINUED |
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6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records after 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.**8. BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071(1)(b)1a.

9. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

10. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR: Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.**11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.****12. PROVISION FOR OTHER AGENCIES: Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.****13. COLLUSION: The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".****14. CONTRACTOR LICENSE REQUIREMENT: All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.**

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| SECTION A - GENERAL CONDITIONS - CONTINUED |
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15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
 - a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

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| SECTION A - GENERAL CONDITIONS - CONTINUED |
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PROCUREMENT POLICY FOR RECYCLED MATERIALS: (continued)

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. ASBESTOS MATERIALS:

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. PAYMENT/INVOICES: The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.**27. CANCELLATION:**

- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

28. BIDDER CAPABILITY/REFERENCES: Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

SECTION A - GENERAL CONDITIONS - CONTINUED

29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS - CONTINUED

38. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONTINUED**39. INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

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| SECTION B SPECIAL CONDITIONS |
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Bid Title: Recycling and Demanufacturing Electronics Services
Bid Number: 089-0432-B (MW)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Recycling Demanufacturing Services for Electronics**, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

The County estimates the Contractor will be required to recycle/demanufacture and manage approximately 750 tons of electronic material annually. No guarantee is given as to actual amounts. The estimated number of units per category is as follows:

| Electronic Material | Annual Estimate – Per Unit |
|---------------------------------------|----------------------------|
| Televisions | 9,500 |
| Computer Monitors/Terminals | 7,561 |
| CPU's/Laptops | 5,893 |
| Large Peripherals | 6,343 |
| Small Peripherals | 8,030 |
| Telecommunications Devices | 2,393 |
| Audio/Video Equipment | 7,556 |
| Copiers | 453 |
| UPS's | 2,032 |
| Small Household Electrical Appliances | 4,127 |

County records of the amount of material received are available for inspection at Pinellas County Utilities – Department of Solid Waste Operations. County POC for inspecting records is Joe Fernandez, Pinellas County Solid Waste, 3095 114th Avenue, St. Petersburg, FL 33716, phone (727) 464-7500.

3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of thirty-six (36) months from the date of contract award and any extension thereof.
4. **TERM EXTENSION(S) OF CONTRACT:** The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two (2) additional twelve (12) month periods beyond the primary contract period. Term extensions will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment must be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

5. **MANDATORY PRE-BID CONFERENCE AND SITE VISIT:** All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this project, bids received from bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

Date/Time/Location of mandatory pre-bid conference and site visit: July 30, 2009 at 10 a.m., Utilities Solid Waste Operations Administration Building located at 3095 - 114th Avenue North, St. Petersburg, FL 33716. **Telephone: 727 464-7500**

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| SECTION B - SPECIAL CONDITIONS - CONTINUED |
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6. **BID DEPOSIT WITH PERFORMANCE BOND:** A bid deposit in the amount of \$5,000.00 shall accompany each bid. The bid deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.** Negotiable instruments (as listed above) of the unsuccessful bidders shall be returned upon award of bid.

The **successful bidder** must supply a Performance Bond in the amount of \$50,000.00 prior to execution of the contract or issuance of a Purchase Order. Upon receipt of the Performance Bond, the bid deposit will be returned. The bid deposit is subject to be forfeited if the successful bidder fails to furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable amount of time as determined by the County. The performance bond must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.**

7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
8. **PERMITS, FEES BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract
9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.
10. **REQUIRED QUALIFICATIONS:** In order to demonstrate compliance with the following required qualifications bidders should provide all documentation requested below with your sealed bid:
- A. Applicant must currently have business licenses to perform the services required under the terms of this Contract in accordance with local, state, and federal laws at the time of bid submission. Provide a copy of license(s).
- B. Applicant must show that he has been continuously engaged in the business of recycling, demanufacturing, collecting, packing, removing, storing, transporting, and properly managing electronic equipment for a period of no less than three (3) years. Provide proof.
- C. Bidders must be International Organization for Standardization (ISO) 14001 certified and show that they are OSHAS 18001 compliant. Provide proof.
- D. Applicant must currently have Large / Small Quantity Handler of Universal Waste Batteries notification. Provide proof.
- E. Applicant must currently have Mercury-Containing Device Handler registration. Provide proof.
- F. Applicant must demonstrate in writing that they have the ability to receive, triage, process and store EOL (End Of Life) electronic equipment in an enclosed and covered area. Also include a description of company warehouse(s) that will be utilized for this contract including size(s) and location(s). Additionally briefly explain the standard operating procedures relating to the warehouse operations noted above.
- G. Applicant must demonstrate in writing that they have the ability to market processed material in an environmentally proper way. Include a list of where current markets materials are sent to as well as documentation from receiving companies on the receiving company's letterhead verifying the relationship in writing. See Section F page 25 item K.

SECTION B - SPECIAL CONDITIONS - CONTINUED

11. **AWARD:** The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. The County reserves the right to reject any and all bids if determined to be in the best interest of Pinellas County.
12. **CANCELLATION OF CONTRACT:**
- A. Any one of the following may cause this contract to be immediately terminated by the County, without notice to the Contractor and without liability or additional cost to the County:
1. Discontinuance of Contractor operations hereunder.
 2. Failure of Contractor to maintain insurance and a performance bond as required herein.
 3. Any violation of local, state, or federal laws directly relating to and/or emanating from Contractor's performance of this contract.
 4. Falsification of any records kept in the course of performance of this Contract.
 5. Failure by the Contractor to maintain in good standing required Federal, State, and local licenses necessary to perform the work specified under terms and conditions of this Contract.
 6. Failure by the Contractor to market or process the material in an environmentally safe manner.
- B. The County shall have the right to terminate this contract, a minimum of thirty (30) calendar days after written notice is sent by registered or certified mail to the Contractor, due to the occurrence of any one or more of the following, unless the Contractor can demonstrate to the satisfaction of the County that cause for such action has been corrected within the notice period.
1. Non-performance of any provision of this contract.
 2. The conduct of any business or the performance of any act forbidden or not authorized by terms of this contract.
 3. Assignment of this Contract or any part thereof by the Contractor without written consent of the County.
 4. Failure of Contractor to recycle/demanufacture, and certify recycling/demanufacturing of, specific electronic equipment in accordance with this Bid.
 5. Failure to respond to a collection request.
 6. Failure of Contractor to recycle/demanufacture and market the material in an environmentally safe manner.
- C. **PENALTIES FOR NON-PERFORMANCE:** If the Contractor does not respond within two working days for pick up of EOL electronics, a letter will be written documenting the occurrence. The second occurrence will result in \$100.00 per day Liquidated Damages, which will be deducted from that month's invoice. A third occurrence will result in Liquidated Damages of \$500.00 per day and the fourth will be cause of termination of the contract.
13. **LICENSES, PERMITS AND NOTIFICATIONS:** The successful Bidder must have and maintain at his cost, all necessary local, state, and federal business licenses required to collect, transport, recycle, and demanufacture EOL electronics. The successful Bidder will provide copies of Large Quantity Handler of Universal Waste notification and Mercury-Containing Device Handler registration. The contractor is responsible for all costs related to fulfilling the duties and responsibilities of this contract. Prices bid shall be all inclusive.
14. **PERSON TO ADMINISTER CONTRACT:** The successful bidder shall, within ten (10) days of execution of the contract, designate his/her Contract Manager in writing to the Director of Utilities Solid Waste Operations, or designee; and shall provide telephone number(s) where the manager may be reached.
15. **PAYMENT:**
- A. Payment for scheduled EOL electronics service at the Household Electronic and Chemical Collection Center and Mobile Collections shall be made in accordance with the Florida Prompt Payment Act, § 218.70, et. Seq. Florida Statutes. Invoices shall be submitted to the Pinellas County Utilities Department of Solid Waste Operations.
- Payment for EOL electronics collected from government agencies and businesses, under the terms and conditions of this Contract, shall be by agreement between the two parties and without any cost or obligation to the County.
- B. Rebates generated from the collected electronic equipment as indicated in Section F will be shown in a credit on each invoice for total operation cost.

SECTION B – Continued

16. **INDEPENDENCE OF CONTRACTOR:** It is understood and agreed that the Contractor is not an agent, employee, or representative of Pinellas County, or of the Utilities Department of Solid Waste Operations. The Contractor is and shall remain an independent Contractor with respect to all services performed under this Contract. No partnership relationship between the County or the Utilities Department of Solid Waste Operations and the Contractor is created or intended by this agreement. None of the directors, officers, principals or partners of the Contractor shall be deemed to be employees or agents of the County or of the Utilities Department of Solid Waste Operations for any purpose whatsoever.
17. **CHANGE IN STATUS:** Any change in status of the Contractor's permits, licenses, officers, owners, and/or supervisory personnel, such as mailing address, street address, phone numbers, etc. shall be reported within twenty-four (24) hours by Certified Mail to the Pinellas County Utilities Director of Solid Waste Operations.
18. **UNSPECIFIED MATERIALS:**

Contract includes an allowance for unspecified service, for related items not on contract. This allowance is not to be used to determine award, and there is no guarantee that the total funds identified under this paragraph will be required, or used.

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| SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS |
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I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D -VENDOR REFERENCES

Bid Title: Recycling and Demanufacturing Electronics Services
Bid Number: 089-0432-B (MW)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

- | | |
|------------------------------|------------------------------|
| 1. COMPANY: _____ | 2. COMPANY: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| TELEPHONE/FAX: _____ | TELEPHONE/FAX: _____ |
| CONTACT: _____ | CONTACT: _____ |
| COMPANY EMAIL ADDRESS: _____ | COMPANY EMAIL ADDRESS: _____ |
| 3. COMPANY: _____ | 4. COMPANY: _____ |
| ADDRESS: _____ | ADDRESS: _____ |
| TELEPHONE/FAX: _____ | TELEPHONE/FAX: _____ |
| CONTACT: _____ | CONTACT: _____ |
| COMPANY EMAIL ADDRESS: _____ | COMPANY EMAIL ADDRESS: _____ |

SECTION E - SPECIFICATIONS**Bid Title: Recycling and Demanufacturing Electronics Services****Bid Number: 089-0432-B (MW)****1. HISTORY:**

A. Pinellas County (County) has an existing End-of-Life (EOL) collection program for electronics serving residents and businesses. This program is part of the County's integrated solid waste management system. The County is seeking a contractor to assist its EOL electronics collection program through the removal and recycling/demanufacturing of electronic equipment collected by the County.

B. The County's EOL collection program is comprised of four elements:

1. Collection of electronics from county residents, free of charge, at the County's Household Electronics and Chemical Collection Center (HEC₃).
2. Sponsoring EnviroBusiness Collection days at the HEC₃ facility.
3. Collection of electronics from County residents and businesses at Mobile Collection Events.
4. Collection of electronics from County residents at a Haz to Go event.

C. The County accepts EOL electronics from County residents at its HEC₃ facility. The facility's normal operating hours are from 6:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. The County may from time to time add special days or change the days and hours of normal operation. Residents may also deliver EOL electronics to the County's scheduled Mobile Collection Events. These collection events will be held at various locations in the County, such as City Public Works yards, schools, and at retail establishments; approximately sixteen to twenty (16-20) mobile collections are held annually. The County also requires the removal of electronics from the Waste to Energy facility and the landfill. These locations are adjacent to the HEC₃ facility and have contractor provided roll offs at specific disposal areas.

D. The County provides an EOL electronics collection program for businesses through its Enviro Business Collection Days held on the second Wednesday of each month at its HEC₃ facility and at Mobile Collection Events. At these events, businesses directly pay the County's EOL contractor for collection of their electronics, or in the case of large quantities, the contractor may offer pickup services. The rates charged to businesses using this program shall be no greater than the rates charged to the County.

2. SPECIFICATIONS:

The intent of this Invitation to Bid is to establish a contract with a single Contractor for the provision of **ALL** of the following periodic services, scheduled dates of performance to be designated by the County.

A. Scheduled removal and recycling/demanufacturing of electronics collected by the County at Pinellas County's permanent Household Electronics and Chemical Collection Center (HEC₃), 2855 109th Ave, N., St. Petersburg, FL 33716. Additional locations may be added and will be serviced by this contract.

B. All services, personnel and equipment necessary for the collection, weighing, removal, packaging and recycling/demanufacturing of electronics received at HEC₃ from businesses and governmental agencies during twelve (12) EnviroBusiness Collection days and at each of the mobile collection events. Payment for this service will be between the businesses and the Contractor. Additional electronic recycling/demanufacturing collections days and sites may be added if needed. If businesses call with large quantities – two (2) pallets or cubic yard boxes - of EOL electronics, the contractor shall offer pickup services at the same rates as are charged to the County.

C. All services, supplies, and personnel necessary for the collecting, weighing, packing removal and recycling/demanufacturing at sixteen to twenty (16-20) mobile household electronic recycling/demanufacturing collections co-sponsored by municipalities, corporate partners and the County in accordance with the terms and conditions of this contract. Additional mobile collections may be added if needed.

D. Direct recycling/demanufacturing and management of electronics equipment collected under this contract in accordance with terms and conditions of this contract.

SECTION E – SPECIFICATIONS - Continued**3. SCHEDULED ELECTRONICS RECYCLING DEMANUFACTURING SERVICES:**

A. The Pinellas County Utilities Department of Solid Waste Operations (Department) shall operate and maintain a permanent center for the collection of EOL electronics located at the HEC₃ located at 2855 - 109th Avenue North St. Petersburg 33716. The County will open HEC₃ to Pinellas County residents six (6) days a week and will be closed on Sunday or days otherwise designated by the County. The County shall initially screen, collect, sort, segregate, weigh and store EOL electronics received from citizens prior to pickup by the Contractor. Smaller items will be packaged in a cubic yard Gaylord container provided by the contractor. There will be a minimum inventory of twelve (12) cubic yard boxes and minimum of twelve (12) 42" x 48" pallets on site. The Contractor shall furnish two (2) tared forty (40) yard roll-off containers to be located at the HEC₃ facility and one (1) tractor trailer. The contractor will also furnish one (1) roll-off container at the Landfill, one (1) roll-off at the Waste to Energy facility and one (1) roll-off at the Mini Hand Unload Area to store the EOL electronics collected and for transportation to a demanufacturing/recycling facility. Roll-off containers, tractor-trailers as well as Gaylord boxes shall be used to store the material before transporting and will be onsite with the award of contract. All roll-off containers shall be registered with the Pinellas County Solid Waste Operation Scalehouse Services and shall have a tare weight on file prior to dropping any container on site.

B. The Contractor shall, within two (2) working days after receipt of notification from the County, arrive at HEC₃, Landfill and Waste to Energy facility to remove any and all EOL electronic equipment as directed by the County. Contractor personnel servicing HEC₃ must be trained and capable of handling collected EOL electronic equipment and transporting to designated permitted facilities. Contractor personnel will also ensure that the collection is accomplished within the HEC₃ normal business hours or designated times agreed upon. Any changes in hours or days of operation will be provided to the Contractor at least 10 (ten) working days before the change takes effect.

The Contractor shall provide any and all supervision, personnel, materials, equipment, and supplies necessary to weigh, document, package, remove, and demanufacture/recycle EOL electronic equipment. The County's truck scales will be used to weigh material removed from the waste to energy facility, as well as the landfill and the mini hand unload area.

The Department's Designated Representative shall be on hand to manage and supervise the Contractor's work, and shall verify weights of all EOL electronic equipment collected prior to their removal. Electronics that are collected in roll-offs will be weighed on a Florida State Department of Agriculture certified scale(s) and weigh slip must accompany invoice.

C. Mobile Collection Events: The Contractor shall provide support services and sufficient trained personnel capable of accepting, classifying, weighing, documenting, packaging, and transporting EOL electronic equipment collected during a six (6) hour period at mobile collection events co-sponsored by municipalities, corporate sponsors and the County in accordance with the terms and conditions of this contract. This will include up to 20 (twenty) such events annually, as determined by the County. The Contractor shall also provide enough staff to handle and accept business electronics without impeding the flow of private citizens. This includes collecting any fees or offering rebates as specified within this Contract. The Contractor shall arrive at a minimum of 1.5 (one point five) hours prior to the collection start time for setup and pre-event safety meeting.

Specific services required by individual cities will be itemized and agreed upon by the Contractor and the city prior to each mobile collection.

4. ENVIROBUSINESS SERVICE EVENTS FOR BUSINESSES AND GOVERNMENT AGENCIES:

A. The Contractor shall be required to hold twelve (12) EnviroBusiness collection events annually. The events are scheduled on the second Wednesday of each month and shall be opened for businesses and government agencies in Pinellas County. These events will be held at the HEC3 facility located at 2855 109th Ave at the rear of the processing warehouse. Expansions to our program might involve other locations on the same day. The contractor will have to staff each site and follow the same guidelines. On each scheduled EOL collection day, the County shall allow the Contractor's personnel use of its utilities and sanitation facilities. The County shall provide traffic control, security, and an on-site Project Manager. The County shall not be responsible for the collection of fees or any other costs incurred by the Contractor in the performance of these services. Businesses shall be responsible for paying all applicable fees directly to the Contractor.

B. The Contractor will provide enough staff and equipment to provide EnviroBusiness service at each of the Mobile Collection events.

C. The Contractor shall, within fifteen (15) days after execution of the Contract, submit to the County a site utilization plan for EOL electronic equipment events. The County reserves the right to reject the plan and request modifications until a plan is mutually agreed upon. Plan must be completed with thirty (30) days of contract execution.

SECTION E – SPECIFICATIONS - Continued

4. ENVIROBUSINESS SERVICE EVENTS FOR BUSINESSES AND GOVERNMENT AGENCIES – Continued:

D. Upon receipt of thirty (30) days advance notice from the County, the Contractor shall provide a **minimum** of three (3) qualified personnel, and all materials, equipment, and supplies necessary to collect, store, classify, weigh, package, transport, and properly manage electronic equipment accepted by the Contractor from businesses at the County HEC₃ on the scheduled EOL EnviroBusiness events days. The Contractor shall provide necessary trucks and equipment to remove all electronics accepted by the Contractor at HEC₃ by 5:45 p.m. on the day of the collection.

5. DIRECT OFF-SITE ELECTRONIC COLLECTION SERVICE:

A. The Contractor shall accept EOL electronics generated by businesses located within Pinellas County directly from them at such times when there are no scheduled EnviroBusiness collection days. The County's contract rates will apply to any Pinellas County business electronics accepted by the Contractor at the HEC₃, at Mobile Collections, on site at the business' place of operations, or directly at the Contractor's place of business. This provision does not prevent or limit any business from negotiating any other rates or fee schedule with the Contractor.

B. Cost for electronic equipment from businesses accepted by the Contractor shall be the responsibility of the generator and payable to the Contractor under the terms and conditions established by Contractor.

6. PUBLIC INFORMATION PROGRAMS:

A. If requested the Contractor shall assist the County in organizing, promoting, and conducting up to two (2) public information workshops annually for businesses recycling electronic equipment in Pinellas County. The Contractor shall provide qualified instructors acceptable to the County. The County shall reserve the right to schedule the workshops upon sixty (60) days notice to the Contractor. Each workshop shall be made available for up to two-hundred (200) participants to attend.

B. The Contractor shall provide a minimum of three (3) hours of instruction, excluding breaks. Thirty (30) days prior to each workshop, the Contractor shall submit a syllabus and related instruction material for County approval. The Contractor shall provide, at no additional cost to the County, all necessary reference materials for two-hundred (200) participants. The County will provide the meeting place and required audio/video equipment. Instructors shall present specific information pertaining to electronic recycling/demanufacturing and the cost of recycling. The class will be free of charge to participants.

7. MOBILE COLLECTION TRAINING PROGRAMS:

A. The Contractor shall provide all County personnel, equipment, and supplies at mobile collection events, and provide training on collecting, storing, packaging, weighing, documenting and segregating EOL electronic equipment. Each trained employee of the County will receive a training certificate from the Contractor. The County reserves the right to request additional training that will be conducted at HEC₃.

8. BUSINESSES & OTHER GOVERNMENT AGENCIES SERVICE:

A. The Contractor shall work with the County in an effort to establish collection route services for businesses and other government agencies that generate large volumes of EOL electronics within Pinellas County. The Contractor shall extend County contract rates to Pinellas County businesses for recycling/demanufacturing of electronics. The Contractor shall be solely responsible for collecting fees and costs associated with this activity directly from the businesses. This section applies only to electronics equipment collected from businesses and governments located in Pinellas County.

9. HOURS OF OPERATION AND SERVICE:

A. The County shall be responsible for the opening and closing of the HEC₃ before, during, and after all scheduled collections and servicing by the Contractor. The Contractor shall only occupy and conduct electronic equipment collections and servicing at the HEC₃ on the days scheduled by the County, between the hours of 9:00 a.m. and 4:00 p.m. on scheduled EnviroBusiness days and between 7:00 a.m. and 5:00 p.m. on electronic equipment pick-up days, unless otherwise authorized in writing by the Director of Utilities Solid Waste Operations or designated Project Manager.

B. The Contractor shall transport all electronic equipment collected, weighed, and packaged. All electronics collected must be documented and authorized by the Department designated project manager.

SECTION E – SPECIFICATIONS - Continued**10. ADDITIONAL ON-SITE/OFF-SITE CONTRACTOR RESPONSIBILITIES:**

A. The Contractor must handle all waste in a professional and competent manner. The Contractor must handle customer interaction in a professional and courteous manner. All personnel at HEC₃, Mobile Collections, and Electronic Collection Events must be in uniform, or display company nametags, and all equipment must be clean and properly maintained.

B. The Contractor must take all appropriate measures necessary to prevent property damage, insure human health, safety, and welfare, and protect the environment at all scheduled Mobile Collection Events held by the County. The location of each event must be rendered environmentally safe and left in its original state after each service event.

11. SAFETY AND CONTINGENCY PLAN:

A. Within fifteen (15) days after the bid award, the Contractor shall submit to the County a comprehensive Safety Plan and a Contingency Plan for handling electronic equipment. This plan must be site specific for Pinellas County HEC₃. The Contractor will not be allowed to work on site prior to submission of both a Safety and a Contingency Plan. The County reserves the right to reject the plan and request modifications until a plan is mutually agreed upon. Plan must be completed with thirty (30) days of contract execution.

12. WEIGHING, PACKAGING, TRANSPORTING AND RECYCLING:

A. The Contractor shall weigh and record the net weight of all collected EOL electronic equipment on a Florida State Department of Agriculture certified scale(s). The certified scale(s) must be capable of accurately weighing from one (1) pound to five hundred (500) pounds. The Contractor shall supply the above referenced scale(s) at events scheduled by the County. Items collected in a rolloff will be itemized and then weighed at a certified scale. A copy of the scale ticket must be sent with the invoice. The Contractor can utilize the scales at Solid Waste at no charge. The Contractor is responsible for maintenance, servicing, and certification of scales. Copy of scale certifications will be provided to the County within twenty-four (24) hours after calibration.

B. The Contractor is solely responsible for complying with all local, state, and federal regulations regarding packaging, recycling, demanufacturing, and transporting EOL electronic equipment, including any and all requirements mandated by federally permitted facilities.

C. Prior to removal of any EOL electronic equipment from HEC₃ and Mobile Collections, the Contractor must submit in writing for approval from the Department's designated project manager the recycling/demanufacturing facilities intended for use for the initial removal. If destinations/receiving companies change during the life of the contract the Utilities Department representative must be notified in writing. All EOL electronics collected shall be recycled/demanufactured in accordance with the terms and conditions of this Contract. Under the terms and conditions of this Contract, recycling shall be defined as: reuse and/or reclamation of materials for use as raw products.

D. The County reserves the right to retain custody and ownership of any materials collected at HEC₃ and Mobile Collections for its own use or for re-direction to an alternative recycling/demanufacturing method.

E. The Contractor is responsible for properly packaging, recycling, demanufacturing, and transporting the categories of materials listed, in accordance with Section F.

13. RECORDS/REPORTS/DOCUMENTATION:

A. Records: All electronics collected, packaged, recycled, demanufactured and transported from HEC₃, and Mobile Collection Events shall be documented. All electronics will be weighed and tabulated. The Contractor shall complete and maintain log sheets for all electronics collected and removed from HEC₃ and Mobile Collection Events. Electronics collected from businesses and governmental agencies will also be documented on log sheets **and** approved before transporting of electronics for recycling/demanufacturing from the center or mobile events. The log sheet must be verified and signed by the Contractor and the County and each provided with a copy **before** any electronics are transported from the site.

SECTION E – SPECIFICATIONS - Continued

13. RECORDS/REPORTS/DOCUMENTATION - Continued:

B. Reports: The Contractor must certify that all electronics collected from HEC₃ and Mobile Collection Events are properly recycled/demanufactured in accordance with all applicable Local, State, and Federal regulations and any business practices regulated. The Contractor must provide a certificate of Disposal or Recycling indicating the demanufacturing/disposal location and certifying that all material was handled in accordance with state, federal and international rules as they apply. The Contractor will send the County a report each month by the fifteenth (15th) day documenting the type and weight and whether items sent whole or shredded of business electronics collected from Pinellas County at the Center, Mobile Collection Events or other collections. The County's receipt of all documentation must not exceed ninety (90) days without prior written approval.

C. The Contractor shall provide documentation of end markets for equipment (monitors, TVs, CPUs, printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold "as is" for reuse, documentation of recovered components of materials will not be required. Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

D. Document ownership: The County Project Manager shall review and approve all documents submitted by the Contractor. All documents produced by the Contractor under the terms and conditions of this Contract shall become the property of the County without restrictions or limitations upon their use.

14. QUALITY CONTROL:

The County shall have the right to inspect:

- A. Any part of the Contractor's work during performance, including but not limited to weighing, packaging, collecting, logging, and transporting of all electronics collected.
- B. All Gaylord's, box trucks, trailers or roll-offs prior to removal from HEC₃, County property, or Mobile Collection Events.
- C. The Contractor's facility where the materials are being stored and processed, recycled and demanufactured.

15. PAYMENT FOR SERVICES:

A. The Contractor shall submit an itemized invoice, which shall provide the following information for each electronic collection event:

- 1. Date (s) and location of service
- 2. Number of items per category collected
- 3. Quantities, in pounds, by category, of electronics collected
- 4. Cost per pound of electronics collected by category
- 5. Credit invoice with applicable rebates
- 6. Mobile event fee (if applicable)
- 7. Total cost

B. The County's Project Manager shall review and approve for payment by the County all invoices provided by the Contractor under the terms and conditions of this Contract. Invoices shall be verified by the Project Manager through log sheets and other documentation and shall be submitted in such a way as will permit their inspection under FL. Stat. Ch. 119. All requests for payment shall be in accordance with Section B.16.

SECTION E – SPECIFICATIONS - Continued**16. WITHHOLDING OF PAYMENT:**

A. Payment for the last scheduled HEC₃ electronic collection event held prior to expiration of the Contract shall be considered as the final payment. Final payment may be withheld by the County until receipt of all outstanding log sheets, certificates of Disposal, Recycling or Demanufacturing or other pending records for electronics collected under terms of this Contract have been fulfilled.

17. PRICES:

A. Unit prices for electronic equipment shall be in cost per pound per electronic category. Each unit price shall include at a minimum **ALL** costs for supervision, labor, materials, supplies, and equipment necessary to collect, package, weigh scale, record, transport, and recycle/demanufacture each category of electronics referenced in F.1. and accepted by the Contractor under this Contract.

1. The unit price shall **include** the cost of Gaylord containers, box trucks, trailers or roll-off containers. The unit prices shall also include the cost of public information programs and mobile collection training programs.

2. All unit prices will be based on weighing each electronic equipment item individually or in tared Gaylord's, box trucks, trailers or roll-off containers; however, a tally of each item must be kept for containers weighed.

B. A Mobile Collection Event Fee shall be based on modifying adequate staffing and equipment at the Mobile Collection Event to receive, document and weigh electronics from participants and businesses. The material processing cost is not to be included in this cost. This fee does not apply to collection of electronics from the County's permanent collection facility HEC₃, but only to those mobile events referenced in Section E.3.C.

C. All bidders must indicate the recycling/demanufacturing method for each electronic category in the Bid Tabulation Sheet, Section F. No more than one recycling/demanufacturing option per category will be accepted. Location of the recycling/demanufacturing facility as well as residue disposal facility name and location(s) must be listed for each category. The County must approve any change in method or facility in writing.

SECTION F - BID SUMMARY

Bid Title: Recycling and Demanufacturing Electronics Services Bid Number: 089-0432-B (MW)

| A. Unit Item | B. Price/Rebate /Pound Indicate P (Price) or R (Rebate) for each line item | C. Estimated Annual Pounds | D. Total Bid (B X C) | E. Estimated Annual Units | F. Estimated pounds / unit |
|--|---|-------------------------------|-------------------------|------------------------------|-------------------------------|
| 1. Televisions (all sizes) | \$ _____ () | <u>456,000</u> | \$ _____ | <u>9,500</u> | <u>48</u> |
| 2. Computer Monitors / Terminals | \$ _____ () | <u>204,147</u> | \$ _____ | <u>7,561</u> | <u>27</u> |
| 3. CPU's / Laptops | \$ _____ () | <u>106,074</u> | \$ _____ | <u>5,893</u> | <u>18</u> |
| 4. Large peripherals (printers, scanners, fax machines, plotters, typewriters, etc.) | \$ _____ () | <u>95,145</u> | \$ _____ | <u>6343</u> | <u>15</u> |
| 5. Small peripherals (keyboards, mice, cables, game hardware, external drives, etc.) | \$ _____ () | <u>24,090</u> | \$ _____ | <u>8,030</u> | <u>3</u> |
| 6. Telecommunications devices (desk phones, mobile phones, pagers, handheld devices, modems, etc.) | \$ _____ () | <u>7,179</u> | \$ _____ | <u>2,393</u> | <u>3</u> |
| 7. Audio/ Video equipment (stereos, VCR's, radios, tape players, speakers) | \$ _____ () | <u>68,004</u> | \$ _____ | <u>7,556</u> | <u>9</u> |
| 8. Copiers | \$ _____ () | <u>9,060</u> | \$ _____ | <u>453</u> | <u>20</u> |
| 9. UPS (Uninterruptible Power Supply) | \$ _____ () | <u>16,256</u> | \$ _____ | <u>2,032</u> | <u>8</u> |
| 10. Small household electrical appliances (microwaves, power tools, health/beauty, etc.) | \$ _____ () | <u>57,778</u> | \$ _____ | <u>4,127</u> | <u>14</u> |
| 11. Removal and content cost for roll-off containers provided for landfill and Waste to Energy facility. | \$ _____ () | <u>49,984</u> | \$ _____ | <u>704</u> | <u>71</u> |
| 12. Mobile Collection Event Fee | \$ _____ () | <u>20 (each)</u> | \$ _____ | | |
| | | Grand Total | \$ _____ | | |
| Below item not to be factored into award determination: | | | | | |
| Unspecified Services | | | \$20,000.00 | | |

SECTION F - BID SUMMARY

The information below must be completed and the pages turned in with your sealed bid:

1. INTENDED ELECTRONIC RECYCLING/DEMANUFACTURING METHODS, PER ELECTRONIC CATEGORY

A. Televisions

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

B. Computer Monitors/Terminals

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

C. CPU's/ Laptops

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

D. Large peripherals (printers, scanners, fax machines, plotters, typewriters, etc.)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

SECTION F - BID SUMMARY

The information below must be completed and the pages turned in with your sealed bid:

E. Small peripherals (keyboards, mice, cables, game hardware, external drives, cameras, etc.)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

F. Telecommunications devices (desk phones, mobile phones, pagers, handheld devices, modems, etc.)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

G. Audio/Visual Equipment

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

H. Copiers

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

| |
|--------------------------------|
| SECTION F - BID SUMMARY |
|--------------------------------|

The information below must be completed and the pages turned in with your sealed bid:

I. UPS's (uninterruptible power supplies)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

J. Small household electrical appliances (microwaves, power tools, health/beauty, etc.)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Contact Person _____ Email Address: _____

Recycling Method _____

K. Final Destination for Recovered Materials:

Bidders must enter in the final destination for the material categories listed below. See Section B paragraph 10 item G.

| | MATERIAL | COMPANY NAME | COMPANY ADDRESS | COMPANY PHONE NUMBER |
|----|-----------------|--------------|-----------------|----------------------|
| 1. | PLASTIC | | | |
| 2. | GLASS | | | |
| 3. | LEADED GLASS | | | |
| 4. | FERROUS | | | |
| 5. | NON-FERROUS | | | |
| 6. | PRECIOUS METALS | | | |

IF THE COUNTY IS EXPECTED TO SIGN ANY AGREEMENTS, PLEASE SUBMIT DOCUMENTS WITH YOUR BID. OTHERWISE, UPON AWARD, THE TERMS AND CONDITIONS OF THE COUNTY'S SERVICE PURCHASE ORDER WILL APPLY. A COPY OF THE TERMS AND CONDITIONS OF THE SERVICE PURCHASE ORDER IS ATTACHED AT THE END OF THE BID DOCUMENT.

| | | |
|--|--|--|
| Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

| |
|--|
| SECTION G - ADDENDA ACKNOWLEDGMENT FORM |
|--|

Bid Title: Recycling and Demanufacturing Electronics Services

Bid No: 089-0432-B (MW)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW. PLEASE READ THE NOTE BELOW BEFORE SUBMITTING YOUR SEALED BID:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

| | | |
|--|--|--|
| | | |
| | | |
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| | | |
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| | | |
| | | |

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

| |
|--|
| SECTION H - STATEMENT OF NO BID |
|--|

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **089-0432-B** for **Recycling and Demanufacturing Electronics Services.**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

PINELLAS COUNTY TERMS AND CONDITIONS FOR SERVICES

INVOICING – Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), Total, and SHIP TO ADDRESS.

ACCEPTANCE – ENTIRE AGREEMENT – Acceptance of this Purchase Order will be unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT – Any assignment of the work to be performed, in whole or in part, or any other interest hereunder, without our written consent, except an assignment confined solely to monies due or to become due; shall be void. It is expressly agreed that any such assignment of monies be void to the extent that it attempts to impose upon Pinellas County obligation to the assignee additional to the payment of such monies, or to preclude Pinellas County from dealing solely and directly with Contractor in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

COMPLIANCE WITH APPLICABLE LAWS – Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

CANCELLATION – Pinellas County reserves the right to cancel this contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to the County, County reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the bid, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

INDEMNITY PROVISION – Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said contractor, or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, or on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, by/laws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

AUTHORIZED SIGNATURE /
DATE: _____

SIGNED ACKNOWLEDGEMENT MUST BE RETURNED TO THE PURCHASING DEPARTMENT
05/2005

INSURANCE – The Contractor shall maintain insurance acceptable to the County in full force and effect throughout the term of this Purchase Order. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Invitation to Bid, evidencing such coverage prior to the commencement of any work under this contract.

AUDIT – The Contractor shall retain records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

GOVERNING LAW – The laws of the State of Florida shall govern this contract.

COMPENSATION – County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Invitation to Bid. All payments shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70, et. seq.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE with the IMMIGRATION REFORM and CONTROL ACT OF 1986 – The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of the County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the County.

PERMITS/LICENSES – Contractor is responsible for obtaining any permits/licenses necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.

FISCAL NON-FUNDING – In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of then current fiscal period without penalty or expense to the County.

SEVERABILITY – If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.

**PINELLAS COUNTY PURCHASING
MANDATORY PRE-BID AND SITE VISIT SIGN IN SHEET**

| | | |
|---------------------------------------|--|--|
| CONTRACT# 089-0432-B (MW) | CONTRACT TITLE: Recycling and Demanufacturing Electronics Services | LOCATION(S) OF MEETING: Utilities Solid Waste Operations Administration Building |
| DATE & TIME: July 30, 2009 @ 10:00 AM | PURCHASING STAFF: Sue Steele | |

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

| | NAME OF ATTENDEE * COMPANY REPRESENTED | ADDRESS | TELEPHONE # CELLULAR # | FAX# EMAIL ADDRESS |
|----|---|--------------------------------|---------------------------|-------------------------------|
| 1. | Sue Steele | 400 South Fort Harrison Avenue | 727-464-4776 | 727-464-3925 |
| | Pinellas County Purchasing | Clearwater, FL 33756 | | ssteale@pinellascounty.org |
| 2. | Chelsea Ross | | | |
| | PC Purchasing | | | cross@pinellascounty.org |
| 3. | Misty Malec | | | |
| | Viatek Solutions | | | mmalec@viateksolutions.com |
| 4. | Bojan Gligorijevic | | | |
| | American Electronics Recycling | | | gbojan@aeronline.net |
| 5. | Jim Kristof | 8108 Krauss Blvd Ste 110 | 813-621-2319 | 813-626-1248 |
| | Creative Recycling | Tampa FL 33619 | | jkristof@crserecycling.com |
| 6. | Joe Fernandez | 3095 114 Ave N. | 727-580-5653 | JFernandez@Pinellascounty.org |
| 7. | THERESA WIECHSLER | 3428 SW 15th St. | 954-448-2857 | twiechslr@psenav.com |
| | | DEERFIELD BEACH, FL 33442 | | |
| 8. | Lindsay Landmesser | 3601d Mine Rd | 908 295 5120 | llandmesser@aerl.com |
| | AERC | Flanders NJ 07836 | | |

* NOTE: If you are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending

PINELLAS COUNTY PURCHASING
MANDATORY PRE-BID AND SITE VISIT SIGN IN SHEET

| | | |
|---------------------------------------|--|--|
| CONTRACT# 089-0432-B (MW) | CONTRACT TITLE: Recycling and Demanufacturing Electronics Services | LOCATION(S) OF MEETING: Utilities Solid Waste Operations Administration Building |
| DATE & TIME: July 30, 2009 @ 10:00 AM | PURCHASING STAFF: Sue Steele | |

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase

***** PLEASE PRINT *****

| | NAME OF ATTENDEE * COMPANY REPRESENTED | ADDRESS | TELEPHONE # CELLULAR # | FAX# EMAIL ADDRESS |
|-----|---|-------------------------|---------------------------|-----------------------------|
| 9. | Jim Lauer | 1102 W. Pine Ave | 813.886.1494 | |
| | Quicksilver Recyng | Tampa FL 33609 | 727.477.0400 | JLauer@SISRecycling.com |
| 10. | Tracy DePaula | 4317 J Fortune Place | 321.952.1516 | 321.952.1060 |
| | AERC | W. Melbourne FL 32904 | 321.517.6108 | tdepaula@aercrecycling.com |
| 11. | Stephanie Lauer | 3095 114th Ave. | 727 464-7500 | slauer@pinellascounty.org |
| | | | 7 | |
| 12. | Judy Kujawa | 3095 114th Ave | 727-464-7735 | JKujawa@pinellascounty.org |
| | Pinellas Co. Solid Waste | | | |
| 13. | Deborah Bush | 3095-114th Ave N | 727-464-7803 | |
| | | St Petersburg, FL 33714 | 727-580-5313 | dbush@pinellascounty.org |
| 14. | Michael Carter | 21801-6 28th St N | 727-573-2550 | mcarter@cltt-fl.com |
| | | | | |
| 15. | Randy Lopez | 5905 Johns Rd | 813.886.3109 | RANDY@INTERCONSOLUTIONS.com |
| | | Tampa, FL 33634 | 813.625.1122 CELL | RANDY@INTERCAIRECYCLING.com |
| 16. | Ossie Alley | 5905 Johns Rd | 813.886.3109 | OSSIE@INTERCONSOLUTIONS.com |
| | | Tampa, FL 33634 | 813.597.7311 CELL | RANDY@INTERCAIRECYCLING.com |

* NOTE: If your are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending (signin.dot)

**BOARD OF COUNTY
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Joseph Lauro, CPPO/CPPB
Director

August 7, 2009

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Recycling and Demanufacturing Electronics Services

BID NUMBER: 089-0432-B (MW)

BID SUBMITTAL IS DUE: August 13, 2009 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

Change(s)

Page 17 of 29 Item 3 is changing to read as follows:

3. SCHEDULED ELECTRONICS RECYCLING DEMANUFACTURING SERVICES:

A. The Pinellas County Utilities Department of Solid Waste Operations (Department) shall operate and maintain a permanent center for the collection of EOL electronics located at the HEC₃ located at 2855 - 109th Avenue North St. Petersburg 33716. The County will open HEC₃ to Pinellas County residents six (6) days a week and will be closed on Sunday or days otherwise designated by the County. The County shall initially screen, collect, sort, segregate, weigh and store EOL electronics received from citizens prior to pickup by the Contractor. Smaller items will be packaged in a cubic yard Gaylord container provided by the contractor. There will be a minimum inventory of twelve (12) cubic yard boxes and minimum ~~of twelve (12) of twenty-four (24)~~ 42" x 48" pallets on site. The Contractor shall furnish two (2) tared forty (40) yard roll-off containers to be located at the HEC₃ facility and one (1) tractor trailer **with rollup doors**. The contractor will also furnish one (1) roll-off container at the Landfill, one (1) roll-off at the Waste to Energy facility and one (1) roll-off at the Mini Hand Unload Area to store the EOL electronics collected and for transportation to a demanufacturing/recycling facility. Roll-off containers, tractor-trailers as well as Gaylord boxes shall be used to store the material before transporting and will be onsite with the award of contract. All roll-off containers shall be registered with the Pinellas County Solid Waste Operation Scalehouse Services and shall have a tare weight on file prior to dropping any container on site

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Questions/Answers

1. **Will a vendor being in the process of obtaining certificates for ISO or OSHAS be accepted? Vendor said this may limit competition if not obtained.**
 - a. Vendors must be International Organization for Standardization (ISO) 14001 certified and provide approved certification with their bid.
 - b. Vendors must provide proof they are in the process of being OSHAS 18001 complaint. Proof that their application has been submitted for consideration.
2. **Vendor doesn't want their final destination of material released on page 25 of bid document as this would make it a public record, but should remain confidential.**
3. **Section F - Bid Summary Item K: How will the county treat information considered confidential by the bidder? For example, downstream vendors may be considered a competitive advantage will these be available only to the county or will that information become public information?**

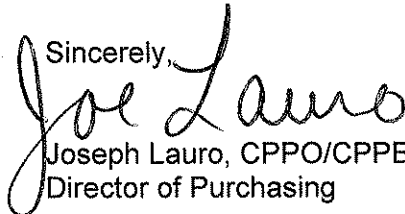
The County is not aware of a Florida Statue that exempts this material from public record.

4. **Section B - Special Conditions Item #10/C: Will the County consider RIOS Certification in place of the ISO and OSHAS certification? If a Company is currently in the process of obtaining certification will the bid be considered? Will the County review submitted bids without the ISO and OSHAS Certification?**
 - a. Yes, in lieu of ISO 14001 but not OSHAS
 - b. No for RIOS, no for 14001, yes for OSHAS
 - c. No for ISO, yes for OSHAS
5. **Of the approximately 50 people needed per mobile collection event, how many are county employees?**

3-4 for the smaller events and 13 for the larger

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 27 under Addendum No. 1 and return with completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing