



**THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**

**400 E. Lake Mary Boulevard
Sanford, FL 32773-7127**

INVITATION TO BID & PROPOSER'S ACKNOWLEDGEMENT

POSTING DATE:

July 15, 2015

PURCHASING CONTACT & TELEPHONE:

**Douglas Woods, Buyer, 407.320.0376
douglas_woods@scps.k12.fl.us**

BID NUMBER AND TITLE:

15160011B-DW – Electronics Recycling and Disposal Services

BID DUE DATE & TIME:

August 11, 2015 at 3:00 P.M.

NOTE: BIDS RECEIVED AFTER THE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-PROPOSAL CONFERENCE:

**July 21, 2015 at 1:00 P.M.,
School Board of Seminole County, Distribution Services, 1205 Mellonville Ave, Sanford, Florida 32773**

The School Board of Seminole County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A Bid will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions or attached hereto, the Special Conditions will have precedence. **All bids must have an authorized signature in the space provided below.** All Bids must be sealed and received in The School Board of Seminole County Florida **Purchasing Office** at 400 East Lake Mary Boulevard, Sanford, Florida, by the "Bid Due Date & Time" referenced above. **All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Due Date & Time".** The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Proposer. **NOTE: BIDS SENT VIA U.S. MAIL TO THIS ADDRESS ARE DELIVERED TO A PO BOX AND MAY DELAY DELIVERY TO THE PURCHASING DEPARTMENT UP TO 2 DAYS. PLEASE PLAN FOR THIS DELAY IF USING THE U.S. POSTAL SERVICE.** Bids may not be withdrawn for a period of sixty (60) days after the bid due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____ TYPED OR
PRINTED NAME: _____

TITLE: _____ DATE: _____

I. INTRODUCTION. The School Board of Seminole County (SBSC) generates an estimated 5,000 obsolete electronics each fiscal year, such as computer systems, servers, hubs, routers, printers, scanners, plotters, copiers and more. The intent of this bid is to secure firm fixed pricing for revenue to the School Board and establish a term contract to recycle and properly dispose of salvaged or obsolete electronic property in an environmentally responsible manner to be used on an as needed basis. The successful bidder shall provide all equipment, materials, and incidentals to pick-up, dismantle, process, recycle, and properly dispose of District owned electronic waste products at the prices specified herein during the term of the agreement. The qualified Bidder's reuse and recycling services shall meet high standards of environmental stewardship and responsibility. Service will include regularly scheduled pickups and special request pick-ups, transportation, data destruction verification, and written reports. Service will include R2 certificate of recycling or disposal. The performance of the successful bidder shall be in accordance with the terms of the specifications and at the quality standards of service set forth herein.

II. GENERAL PURCHASING TERMS AND CONDITIONS. These general terms will apply to all purchases by the District as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Proposer is responsible for understanding and complying with all terms and conditions herein.

1. DEFINITIONS.

- A. The School Board of Seminole County Florida may be referred to as the "Board", "School Board" or "SBSC" herein.
- B. The term "Proposer" shall refer to the company, individual, or organization that responded to this solicitation.
- C. The term "Contractor" shall refer to any successful awardees hereunder.

2. PRICING / TAXES. All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.

3. TERMS OF PAYMENT / INVOICING. The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

4. TRANSPORTATION AND TITLE.

- A. Title to the goods will pass to the School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.
- B. The shipper will prepay all transportation charges. The School Board will not accept collect freight charges.
- C. No premium carriers will be used for the School Board's account without prior consent of the Director of Purchasing and Distribution Services.

5. RISK OF LOSS. The Contractor assumes the following risks:

- A. All risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided;
- B. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
- C. All risks of loss or damage to any property received by the Contractor or held by the Contractor or its suppliers for the account of the School Board, until such property has been delivered to the School Board;
- D. All risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Contractor until redelivery thereof to the School Board.

6. **PACKING LIST.** All shipments will include an itemized list of each package's content, and reference the School Board's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School Board prior to shipment.
7. **INSPECTIONS AND TESTING.** The School Board will have the right to expedite, inspect and test any of the goods at work covered by this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
8. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
9. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this Bid will be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor will take all necessary action, at Contractor's expense, to correct such breach in the most expeditious manner possible.
10. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.
11. **INSURANCE.** The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Contractor will, at the request of the School Board, supply certificates evidencing such coverage. Additional insurance requirements may be specified herein.
12. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of SBSC's rights and sovereign immunities under Florida Statutes. SBSC damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.
13. **LAWS AND REGULATIONS.** Contractors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
14. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole County Florida or for federal court be United States District Court, Middle District of Florida, Orlando Division.
15. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the work shall be included in the price proposal of the Contractor.
16. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required will be the responsibility of the successful Contractor; no separate or additional payment will be made. A copy of these licenses and permits shall be submitted to the Buyer prior to commencement of work. If the service(s) being provided

requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the Bid due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.

- 17. CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All service provider employees that require access to school campuses must be cleared by SBSC or an appropriate agency and wear a current and appropriate picture identification badge. Contractors hereunder shall comply with the required background check of employees as may be applicable and failure to comply shall be considered a material breach of contract.

- A. Clearance by SBSC: Contractor will comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any subcontractor employees. Refer to <http://www.scps.k12.fl.us/Portals/0/assets/pdf/frontpage/JLAct.pdf> for SBSC for Background Check Requirements
- B. Clearance by Others: Pursuant to §1012.468 Florida Statute, Contractor employee have been cleared by another agency and must already possess a uniform statewide identification badge issued by the agency.

18. TERMINATION.

- A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: Refuses or fails to deliver the goods or services within the time specified; Fail to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;
- 1) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:
- 1) Those goods or services actually shipped / performed and accepted up to the date of termination, and
 - 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.
 - 3) In no event is the School Board responsible for neither loss of anticipated profit nor will reimbursement exceeds the Bid value.
- C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.

- 19. PERFORMANCE.** In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:

- A. To accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;
- B. The Contractor in default will be barred for consideration of future bid awards for a period of time determined by the severity of the default, but not exceeding two years.
- C. Any other remedy available to the School Board in tort or law.

- 20. FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage,

accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **ASSIGNMENT.** Any purchase order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.
22. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.
23. **CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and is acting on behalf of the School Board is required to comply with public records laws and to specifically:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
 - E. If a contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.

III. GENERAL BID CONDITIONS

24. **PUBLIC ENTITY CRIMES.** A Proposer who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
25. **OTHER GOVERNMENT ENTITIES.** Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
26. **DRUG-FREE WORKPLACE.** Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of \$27.00 prior to working on the School Board account. Refer to Attachment - 2.

27. SAMPLES AND BRAND NAMES.

- A. BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School Board expect to receive as a minimum. Proposers offering equivalents or superior products to the brand/model referenced will: (a) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (b) next to the price Proposer will indicate "ALT" to reflect an alternate offering; (c) where no sample is provided with the bid, Proposers will enclose sufficient technical specification sheets and literature to enable the School Board to reach a preliminary evaluation; (d) the School Board may request and Proposer agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School Board may deem appropriate, at no charge to the Board; (e) the School Board reserves the right to determine the acceptability of any alternatives offered.
- B. SAMPLES.** Any sample requested by this bid or to be provided at the Proposer's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School Board. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Proposers are responsible for notifying and making arrangements for a pick up from the School Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School Board.

28. GENERAL EVALUATION CRITERIA.

- A.** Primary factors used to decide the award hereunder will be price, ability to meet specifications and responsiveness. In the event alternatives are offered, the School Board reserves the right to consider and accept or reject alternatives at its discretion, and to consider and accept superior products at higher costs when deemed to represent best value and in the best interest of the Board.
- B.** A Proposer's past performance may be used in the evaluation of this bid.
- C.** The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid.
- D.** In the event of a price extension error, the unit price will be accepted as correct.
- E.** The School Board may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

29. CLARIFICATIONS AND INTERPRETATIONS.

- A.** Any questions concerning the terms, conditions or specifications will be directed to the designated Buyer referenced on the Proposer's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Buyer in writing at least ten (10) workdays prior to the due date of the bid. Failure to do so, on the part of the Proposer will constitute an acceptance by the Proposer of any consequent decision.
- B.** An addendum to the bid shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the Proposer's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore oral statements given before the bid due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School Board website "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>" at least five workdays prior to the due date. The Proposer shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- C.** The School Board reserves the right to allow for clarification of questionable entries, and for the Proposer to withdraw items with obvious mistakes.

30. SOLICITATION DOCUMENTATION & PUBLIC RECORDS. Meetings involving Oral Presentations by Proposers or negotiations are closed to the Public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days

after the solicitation due date, whichever is earlier and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to this solicitation, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- 31. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- A.** Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School Board for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- B.** If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- 32. GREEN PROVISION.** The School Board supports and encourages the purchase of products and services that use recycled post consumer waste are energy efficient and/or environmentally friendly. Products that are comparable to the bid specifications stated herein and are reusable, refillable, repairable, more durable, and less toxic may be purchased or used where practicable and cost effective as an alternative at the discretion of the Board. The Board also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. The Proposer shall be responsible for providing packaging that will protect the products shipped and documentation which demonstrates how their products or services meet this provision.
- 33. SAFETY DATA SHEET.** If applicable, a Safety Data Sheet (SDS) must be submitted with your Bid for all hazardous materials/chemicals included herein. Failure to provide required information will render your bid non-responsive and rejection of you bid.
- 34. CONFLICT OF INTEREST.** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School Board or their immediate family which owns any interest of any amount in the Proposer's company, partnership, or agency.
- 35. CONTACT / LOBBYING.** All questions for additional information regarding this bid **must be directed to the designated Buyer noted on page one.** Prospective Proposers, employees, agents or representative shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of your proposal.
- 36. CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
- 37. LIQUIDATED DAMAGES RECOVERY.** The Proposer agrees to the use of Liquidated Damages Recovery in the event Proposer fails to perform in accordance with the provisions herein. On the occasion where the Proposer has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, SBSC may procure the necessary supplies or services from an alternative source and hold the Proposer financially responsible for any excess costs incurred. The difference between the bid price of the product or service and the actual price paid may be deducted from

any current or future obligations owed to the Proposer. In addition, default will result in termination of contract and a prohibition against future business with SBSC for a term of not less than two years.

38. **SUB-CONTRACTORS.** The Proposer is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and insure that the sub-contractors are qualified, insured, and that sub-contractors employees has security clearance and meets all requirements set forth herein.
39. **BID OPENING AND FORM.** Bid openings will be public on the date and time specified on the Proposer's Acknowledgment form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Proposer's sole responsibility to insure their bids are received timely; SBSC is not responsible for late or missed delivery by third party delivery services. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or 30 days after the due date whichever occurs first.
40. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST.** Bid Tabulations with award recommendations are posted to the Purchasing and Distribution Services' website at "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations or recommendations are available through website and notices will not be mailed. SBSC Policy # 7.71 Resolution of Bid Protest may be found online at www.scps.k12.fl.us.
41. **FLORIDA PREFERENCE.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit Attachment – 2 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
42. **BID PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
43. **AGREEMENT FORM.** For Invitations to Bid (ITB) for products only, this documents including all terms and conditions contained herein, and the Proposers response there to shall constitute the agreement of the parties. For services or where there is a subsequent agreement as a result of an award hereunder, such agreement shall incorporate all terms, conditions and specifications contained herein, and in response thereto, unless mutually amended in writing. All awards hereunder shall be issued a confirming Purchase order in confirmation to any award under this solicitation.

IV. SPECIAL CONDITIONS

1. **Award.** The award term shall be a contract for an initial three (3) year term with an optional two year renewal period if agreeable by all parties. The award shall be as all or none based upon lowest responsive and responsible as outlined in the Invitation to Bid. SBSC reserves the right to add or delete line items during the term of this ITB.
2. **Price Format.** Bidder shall submit pricing per Attachment – 1, Price Schedule. Bid prices shall include all shipping, transportation, fuel, supervision, equipment, set-up services and related items necessary to complete the work in accordance with this specification.
3. **Pre Submittal Conference,**
 - A. A voluntary pre-submittal conference will be held on July 21, 2015, 1:00 PM at the Surplus Services Building, 1205 Mellonville Ave, Sanford, Florida 32773. An overview of the solicitation process and review of scope of services will be conducted including a question and answer opportunity for the Respondents. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public ITB openings or meetings should contact the School Board's Purchasing and Distribution Services Department, (407) 320-0478 at least five (5) days prior to the date.

- 4. Questions Concerning ITB.** Douglas Woods, Buyer is the designated Purchasing Representative and will be responsible for facilitating the entire evaluation process. Mr. Woods shall be the sole point of contact for all Respondents. Questions concerning any portion of this ITB shall be directed in writing (email accepted) to the designated Purchasing Representative as listed below. Questions should be submitted by the question deadline date listed herein. Mark subject line or cover page or envelope "Questions on ITB #15160011B-DW". Question deadline is July 31, 2015 at 5:00 PM.

Submit questions to:

Douglas Woods, Buyer,

Email: Douglas_Woods@scps.k12.fl.us

- 5. Equitable Adjustment.** SBSC may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Bidder's control, (2) the volatility affects the marketplace or industry, not just the particular Bidder's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Bidder that continued performance of the bid award would result in a substantial loss.
- 6. District Locations.** The SBSC Surplus Building is listed specifically in this bid which requires surplus disposal services. No work is to be performed at any new/additional location without prior written approval. The district shall have the right to add or delete service at any district location at any time during the Contract period. Revenue (or costs) for the additional locations that may be established during the contract period shall be at the current revenue/rate schedule. Upon reasonable advance written notice to the Contractor, the district may increase or decrease the number of locations to be serviced and the number of pick-up service to be provided. The surplus building is single floor with dock access.
- 7. Protection of Persons and Property.** Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles. Contractor shall conform to any safety requirements deemed necessary by OSHA requirements and by the SBSC Representative to insure that safety of all students, staff and community members. The successful bidder shall at all times guard from damage or loss to property of the School Board or of other Bidders or Contractors and shall replace or repair any loss or damage unless such is caused by the School Board, other Bidders or Contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.
- 8. Contractor Representative.** The awarded Contractor shall provide the name, address, e-mail address, phone and cell numbers of the contact person(s) for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified. The awarded Contractor shall provide their technicians assigned to SBSC with either a cellular phone or Nextel radio allowing District personnel with immediate access in cases of emergency.
- 9. Compliance with Laws and Regulations.** Bidder shall comply with the conditions of the following laws and regulations, as may be amended, and any standards and regulations which may be promulgated. Bidder shall agree to indemnify and hold harmless SBSC from all damages assessed against SBSC as a result of the Contractor's failure to comply with these laws, standards and regulations.
- Federal Resources Conservation and Recovery Act of 1976 (RCRA). Hazardous and Solid Waste Act of
 - 1984 HSWA and 40 CFR and Liability Act of 1984 (HSWA) and 40 CFR parts 260-280.
 - Federal Hazardous Material Transportation Regulations (49 CFR).
 - Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA and Superfund Amendment Reauthorization Act of 1986) (SARA).
 - Federal Occupational Safety and Health Act of 1970 (OSHA).

V. SPECIFICATIONS / SCOPE OF WORK

1. The bidder will be responsible for meeting all specifications as outlined herein and Attachment – 1, Price Schedule. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.
2. **Electronic Equipment Pick Up.** Typical electronic waste products shall include but not be limited to desktop computers, computer towers, all-in-one computers, computer monitors, printers, servers, battery backups, projectors, typewriters, cameras, VHS players, telephones, and miscellaneous electronic waste. The successful bidder shall, on an as needed basis, provide for the loading, transportation, unloading, an audit trail documentation of the end-of-life electronic equipment as specified and described in the attached price sheet. Electronic equipment models vary by size, weight, brand, and configuration. Refresh rate for equipment is typically 5-10 years. Also the successful bidder shall supply packing materials such as pallets, Gaylord boxes, boxes, shrink wrap, etc., upon request by the customer. Distribution Services staff will provide labor to prepare pallets for shipment. Successful bidder shall respond within two (2) business days of request for service to acknowledge receipt of request for service and issue a bill of lading. All items listed on the associated bill of lading shall be removed from the surplus building on the requested date and time. All services will be provided during normal working hours, 7:30 am to 2:00 pm., except Thursday's and district observed holidays. Afternoon pickups will only be authorized if service may be completed prior to closing at 2:00 p.m. The successful bidder shall verify item count and item description listed on bill of lading. The successful bidder shall provide appropriate packaging, loading, and transportation for items located at the SBSC Distribution Services location as specified in the request for service.
3. **Documentation of Service.** Bidder shall provide comprehensive documentation of all services. On transfer of materials from SBSC to the Contractor, a copy of the Bill of Lading is given to a representative of SBSC. After all materials have been recycled, Contractor shall mail the original copy of the Bill of Lading containing all original signatures, the completed and signed Certificate of Recycling, and the final invoice to:

School Board of Seminole County
Distribution Services
1722 West Airport Boulevard, Sanford, Florida 32771
Attn: Distribution Manager

4. **Electronics Equipment Disposition.** All items that are recycled or disposed must have an audit trail on the equipment's final destination. The District requires a Certificate of Data Destruction, Certificate of Recycling, a description of the recycled items, quantity and rate. A primary deliverable under this contract will be a disposition certificate for the electronic equipment that the successful bidder provides. The successful bidder shall ensure that all recovered end-of-life electronic equipment/materials units are recycled or properly disposed of (as a last result), and documented. Documentation of the recycling/disposal actions for each category as listed in the price sheets shall be reported within ten (10) business days of receipt of service request to the Distribution Services Manager. This will allow the Distribution Services Manager to maintain appropriate records which demonstrate compliance with Federal and State laws such as the Resource Conservation and Recovery Act (RCRA).
5. **Equipment Data and Security.** The successful bidder should assume that all electronic memory components (e.g. hard drives, memory chips in facsimiles and scanners) contain confidential and sensitive business information and must ensure that all data is not inadvertently compromised. When property is on the successful bidder's facility, the successful bidder shall provide adequate security to prevent theft or loss of the electronic property. The successful bidder must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the successful bidder shall notify the SBSC Distribution Services Manager. Performance under this contact does not authorize the successful bidder to handle confidential or sensitive business information. Should successful bidder employees come into actual or suspected possession of confidential or sensitive business information, the successful bidder shall immediately secure such information or property from both physical loss and compromise. The successful bidder shall immediately notify the Distribution Services Manager regarding the source of the confidential, proprietary or sensitive business information. When requested by the Distribution Services Manager, the successful bidder shall assure that sensitive information stored in the electronics is properly sanitized and that an audit trail is created to track and report on the equipment's final destination. Bidder will assure that sensitive information stored in the electronics is properly sanitized to R2

standards, and that an audit trail is created for tracking purposes. Bidder shall comply with data destruction standards and security enforcement measures.

6. End Markets. Proof of end market agreements shall be provided with the bid. Documentation shall be in the form of letters of agreements/contracts on subcontractor letterhead, or copies of agreements/contracts indicating scope of agreement, dates and signatures, shall include the following:

1. Identification of the parties participating in the contract, including companies and/or individuals involved in the following:
 - Hauling or transporting of the recyclable materials
 - Collecting, sorting, and/or separating the recyclable materials
 - Processing the recyclable materials into raw materials or components that can be recycled
 - Final Materials Disposition; examples:
 - CRT's are sent to; Electronic Components are sent to; Electronic Circuit Boards are sent to;
 - Plastics; Metals; etc.
2. The identification of these companies and/or individuals shall include the following:
 - Name of company and/or individual
 - Address, telephone number, and fax number or e-mail address

7. Reports. Bidder shall provide the following reports to SBSC, Distributions Manager:

- Provide a monthly report no later than the 15th of following month and annual report no later than August 1st. The report will include total number of, and types of units picked up, and total weight for each category of equipment. Individual weights are not needed for peripherals such as cords, keyboards, mice, etc.
- The reports shall be submitted electronically using Microsoft Excel software or a compatible software application that can be uploaded into Excel spreadsheets, an Access database, or both. Reports will be emailed to Michael_Gravier@scps.k12.fl.us

8. Contractor Responsibilities.

- a) Contractor shall ensure that all loads of equipment leaving the surplus building by trailer only which have doors are secured by padlocks, with serialized and tamperproof but disposable security lock tabs, and all documentation, including a Bill of Lading, is completed and signed by the Contractor representative (driver) and a district representative, prior to each shipment being removed.
- b) Contractor shall remove all etching, engraving, asset tags, labels, stickers, decals, and any other identifying marks or information which identifies the equipment as belonging, or formerly belonging to the School Board of Seminole County.
- c) Contractor shall transport the equipment to a State approved recycling and treatment facility and any hazardous or residual waste materials to appropriate facility for proper treatment and disposal in compliance with applicable State and Federal laws.
- d) Contractor shall ensure that the recycling and treatment facility disassembles and destroys the equipment, processes it into commodities grade fractions materials, and recycles such commoditized materials.
- e) Contractor shall ensure that the recycling and treatment facility has all required permits and certifications required for such facilities operating in the State in which the contractor is licensed and that it meets or exceed all local, state, and federal laws, regulations, and guidelines pertaining to the disassembly and recycling of electronic equipment.
- f) Contractor shall be solely responsible for the performance of services within this agreement, whether service is performed by its own staff, or performed by other third parties. It is the sole responsibility of the Contractor (on record as Contractor under this ITB), to ensure that all its third party or sub-contractors comply with all contract, service, performance, and certification requirements. It will be the responsibility of the Contractor to correct any service or performance deficiencies with its third party or sub-contractors.

- g) Contractor shall only use recycling and treatment facilities that comply with, or exceed, applicable laws and regulations concerning worker health and safety and insurance requirements.
- h) Contractor shall only use recycling and treatment facilities that process materials within North America and shall not ship such materials for processing to countries outside of the United States that may have differing views on worker health and safety.
- i) Contractor shall only use recycling and treatment facilities that obtain the maximum amount of reusable materials possible, given the current state of technology in such processing.
- j) Contractor shall only use recycling and treatment facilities that will guarantee the complete removal and destruction by shredding of digitized person information stored on any of the equipment (particularly hard drives, flash drives, or any other digitized storage media).
- k) Contractor shall maintain detailed records of all equipment picked-up under this agreement for recycling, and provide such detailed records to the district on a monthly basis upon submittal of the monthly payment. Such detailed records shall include the following information, at a minimum:
 - Make and model number of equipment picked-up
 - Serial number
 - Quantity of each item picked-up
 - How many total pieces picked-up; by date; load; pallets;
 - Total weight of equipment picked-up per load/date
 - Driver name
 - District staff who signed and released the equipment for pick-up
 - Auditable detailed records of where the equipment ultimately was processed or shipped to for processing, the processor name, address and telephone number.
 - The current certification as a State approved e-Waste processing facility.
- l) Contractor shall secure each load of equipment picked-up from SBSC Distribution Services with heavy duty padlocks, sealed with serialized inventory/security strips, to demonstrate that the transfer of equipment load from SBSC to the final processing facility has remained intact and there has been no break in the chain of custody for the equipment.
- m) Contractor shall provide an auditable and verifiable trail from the equipment pick up at the SBSC Distribution Services, to receipt at the recycling and treatment facilities, to destruction and recycling of the equipment, on monthly basis in accordance with the monthly report detailed in L.
- n) Contractor shall provide certificates of destruction and recycling for each load of equipment picked up from the district. Certificates shall be submitted via U.S. mail to:
 - School Board of Seminole County
 - Distribution Services
 - 1722 West Airport Blvd, Sanford, Florida 32771
 - Attn: Distribution Manager
- o) Contractor shall only access and handle equipment specifically identified by the district for recycling or destruction. No other equipment which may be stored at the SBSC Distribution Services, or other designated location(s) shall be handled by the Contractor at any time.
- p) Contractor shall make every attempt to correct any problems associated with providing the services with the district representative.
- q) All costs incurred by the contractor for insurance, Workers' Comp, and the pick-up, transportation, inventory, dismantling, destruction, and disposal of electronic equipment, including any contaminants or hazardous materials associated with such electronic equipment shall be solely the responsibility of the Contractor. No additional charges shall be allowed or paid by the district to the Contractor. Consideration for these costs shall be taken into account and reflected in the unit revenue/cost rate.

ATTACHMENT - 1
ITB# 15160011B-DW

PRICE SCHEDULE

All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section V of this solicitation.

Please see attached excel document.

Proposer's Signature: _____ Printed Name/Title: _____

Company Name: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____ Printed Name/Title: _____

Company Name: _____

ATTACHMENT- 3
ITB# 15160011B-DW

REFERENCES

Provide references of at least 4 entities for which you have provided similar services, (preferably Florida K-12 clients) for the past three (3) years. References shall include organization name, contact name, telephone number, fax number, and email address. Include a brief statement of service provided and effective dates.

Reference # 1

Client Name: _____ Contact Name: _____

City / State: _____ Phone #: _____ Fax #: _____

Email: _____

Products / Services Provided: _____

Date(s): _____

Reference # 2

Client Name: _____ Contact Name: _____

City / State: _____ Phone #: _____ Fax #: _____

Email: _____

Products / Services Provided: _____

Date(s): _____

Reference # 3

Client Name: _____ Contact Name: _____

City / State: _____ Phone #: _____ Fax #: _____

Email: _____

Products / Services Provided: _____

Date(s): _____

Reference # 4

Client Name: _____ Contact Name: _____

City / State: _____ Phone #: _____ Fax #: _____

Email: _____

Products / Services Provided: _____

Date(s): _____

Proposer's Signature: _____ **Printed Name/Title:** _____

Company Name: _____