



MANATEE COUNTY FLORIDA

email

August 17, 2012

TO: All Interested Proposers

SUBJECT: Request For Proposal #12-1687DC
Collection, Demanufacturing, and Recycling of Electronic Equipment

ADDENDUM #1

Proposers are hereby notified that this Addendum shall be made a part of the above named proposal. The following items are issued to add to, modify, and clarify the Proposal. These items shall have the same force and effect as the original proposal, and cost involved shall be included in the proposal prices. Proposals to be submitted on the specified due date, shall conform to the additions and revisions listed herein.

1. Attached is the current contract (#09-1051FL) for escrap collection entered into by Manatee County with Creative Recycling Systems, Inc.

Proposals will be received at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 until **August 22, 2012 at 3:00 P.M.** If you have submitted a proposal prior to receiving this Addendum, you may request in writing that your sealed proposal be returned to your firm.

Sincerely,

Deborah Carey-Reed, CPPB
Contract Negotiator

/dcr
Attachment

Financial Management Department * Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
deborah.carey-reed@mymanatee.org* PHONE: 941.749-3074 * FAX: 941.749-3034
WEB: www.mymanatee.org

**AGREEMENT FOR
RECYCLING AND DEMANUFACTURING OF
COMPUTERS AND ELECTRONIC EQUIPMENT**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **CREATIVE RECYCLING SYSTEMS, INC.** hereinafter called the "Contractor," duly authorized to conduct business in the State of Florida, with offices located at 8108 Krauss Blvd., Suite 110, Tampa, FL 33619.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Contractor to render and perform professional services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #09-1051FL), for the selection of a provider of professional services in the manner set forth in this Agreement. The Contractor has submitted a proposal, the County conducted a competitive selection procedure.

WITNESSETH

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor covenants and represents to County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" --- Scope of Services
Attachment "B" --- Payments
Attachment "C" --- Special Conditions
Attachment "D" --- Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ACCEPTED IN OPEN SESSION

OCT 06 2009

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing September 21, 2009 and ending September 20, 2010.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Contractor shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Contractor's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If by mail: Creative Recycling Systems, Inc.
Attn: James Kristof
8108 Krauss Blvd., Suite 110
Tampa, FL 33619

If by hand delivery: Creative Recycling Systems, Inc.
Attn: James Kristof
8108 Krauss Blvd., Suite 110
Tampa, FL 33619

If by mail

Manatee County Government
Utilities Department
Attn: Daniel Gray, Director
4410 66th Street West
Bradenton, FL 34209

If by hand delivery:

Manatee County Government
Utilities Department
Attn: Daniel Gray, Director
4410 66th Street West
Bradenton, FL 34209

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 8: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its Contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the

County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Daniel Gray, Director, Utilities Department, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

ARTICLE 15: FORCE MAJEURE. Neither party will be liable for damages because of delays in or failure of performance when the delay or failure is due to acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, or other cause beyond such party's reasonable control and without it fault or negligence, if the party (a) uses commercially reasonable efforts to promptly notify the other in advance of conditions which will result in a delay in or failure of performances, (b) uses commercially reasonable efforts to avoid or remove the conditions, and (c) immediately continues performance when the conditions are removed.

IN WITNESS WHEREOF, the parties have executed this agreement to furnish recycling and demanufacturing of computers and electronic equipment.

WITNESSES:

Sign Name: [Signature]

Print Name: Michael J. Blesca Jr

Sign Name: [Signature]

Print Name: Marron L. McCarty

CREATIVE RECYCLING SYSTEM, INC.

By: [Signature]

Print Name: JAMES KRISTOF

Title: VP, Sales & Procurement

RECOMMENDED BY MANATEE COUNTY UTILITIES DEPARTMENT

By: [Signature] 9/10/09

Dan Gray, Director
Utilities Department

COUNTY OF MANATEE

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 8/10/2009.

By: [Signature]

R. C. "Rob" Cuthbert, C.P.M.; CPPO;
Purchasing Manager

ATTACHMENT "A"

SCOPE OF SERVICE

GENERAL OVERVIEW

Manatee County requires the collection, demanufacturing, transportation, and proper disposal of computer and electronic equipment (as detailed below) generated from households and small quantity generators. The collection will be made at the Lena Road Landfill, 3333 Lena Road (State Road 64 East), Bradenton, FL or at sites to be pre-determined by County staff.

SPECIFIC REQUIREMENTS

A. Collection Service

1. There shall be seven (7) to seventeen (17) events per year as directed by the County.
2. Provide mobile service with staff sufficient to serve a collection program which shall be open to all residents and small businesses in Manatee County. The small business entities shall be provided the same disposal rates as the County. The date of the collection event shall be determined at least forty-five (45) days in advance and shall be coordinated with the Contractor.
3. Provide sufficient sun/rain shelter at the collection event.
4. Provide State Certified Scales for each collection.
5. Provide appropriate packaging and transportation of collected materials.
6. Provide on-site collection at the Lena Road Landfill Facility household hazardous waste site on an on-call basis within seventy two (72) hours of notification.

B. Removal Service

The following computer and electronic equipments are eligible for collection, demanufacturing, transportation, and proper disposal:

- Televisions (all sizes)

- Table Top Printers
- Table Top Copiers
- Monitors and Terminals
- Central Processor Units
- Keyboards

SPECIFIC REQUIREMENTS (continued)

- Small Computer Peripherals (mouse, cables, game hardware, uninterruptible power supplies, and external drives and modems)
- Large Computer Peripherals (stand up printer, scanners, copiers, fax machine)
- Video and Audio Equipment
- Small Household Electrical Appliances (microwave, hair dryer, battery charger, iron, digital camera)
- Telecommunications Equipment

C. Operational Plan

Collection vehicles must have loading capabilities and all applicable equipment that will accommodate loading from a cement, asphalt, or dirt/gravel/grass surface at the collection site. All packaging, packing supplies, loading, and transport shall be accomplished by the contractor's equipment and staff.

D. Other Proposer Responsibilities

1. Provide the name and telephone number of a permanent contact to address issues of collection, program expansion, complaints, payments, etc.
2. Provide the name, address, and telephone number of all final designated disposal and/or processing sites. The final designated sites must be in compliance with all Federal, State, and Local regulations.
3. Provide a complete report regarding the receipt, if any, of the following notices from Federal, State, or Local agencies such as warning notices, consent orders and notices of violations.
4. The following data must be collected and submitted to the County within ninety (90) days of each collection event.
 - Number of collected computer and electronic equipment.
 - Number of commercial small business participants. The County will collect residential participation collection event information.
 - Pounds collected per category for each collection event.

E. Period of Performance

The initial period of performance shall be for three (3) year's. Two (2) one (1) year renewal periods shall be available to the County.

F. Hourly Rate Services

On an as required basis the Proposer will provide additional/emergency services as directed by the County

ATTACHMENT "B" **PAYMENTS**

The cost of recycling and demanufacturing of computers and electronic equipment services are provided in the following payment schedule:

DESCRIPTION	COST IN CENTS PER POUND
Television (all sizes) .18	\$0.08
Printers (table top)	\$0.00
Copiers (table top)	\$0.00
Monitors & Terminals .10	\$0.00
Central Processing Units .15	(\$0.10) Credit
Keyboards	\$0.00
Small Computer Peripherals	\$0.00
Large Computer Peripherals	\$0.00
Video & Audio Equipment	\$0.00
Small Household Electrical Appliances	\$0.00
Telecommunications Equipment	(\$0.10) Credit

The Per Pound Cost includes all costs related to the collection, demanufacturing, transportation and proper disposal of the specified equipment.

The Contractor shall provide the County with invoices in accordance with required services but not more frequently than on a monthly basis.

The Contractor's invoice shall be in a form acceptable to the County and include detail as may reasonably be requested by the County. Each invoice is to be accompanied with a scale receipt for each category listed.

The County shall give the Contractor prompt notice of any dispute with respect to the Contractor's invoice.

The County shall remit payment for each invoice within thirty (30) days after the receipt of an acceptable invoice.

All costs of providing the scope of services described in Attachment "A" shall be the responsibility of the Contractor.

ATTACHMENT "C"
SPECIAL CONDITIONS

This Agreement may be renewed by the mutual agreement of the parties for two (2) additional periods of one (1) year. Such renewal shall be in writing, executed by the County's Board of County Commissioners, and the Contractor's officers.