

**AGREEMENT No. 12-1687DC**  
**FOR**  
**COLLECTION, DEMANUFACTURING, AND RECYCLING**  
**OF ELECTRONIC EQUIPMENT**

**THIS Agreement** is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", located at 1112 Manatee Avenue West, Bradenton, Florida 34205-7804, and **CREATIVE RECYCLING SYSTEMS, LLC**, hereinafter referred to as "CONTRACTOR", licensed and authorized to conduct business in the State of Florida, with offices located at 3110 Cherry Palm Drive, Suite 330, Tampa, Florida 33619.

**WHEREAS**, the COUNTY has determined that it is necessary, expedient and in its best interests to retain, obtain or employ the CONTRACTOR to render and perform the services as described in this Agreement to collect, transport, demanufacture, and recycle electronic equipment.

**WHEREAS**, the CONTRACTOR submitted a proposal in response to Request For Proposal No. 12-1687DC and the COUNTY thereafter conducted a competitive selection process in accordance with Manatee County Code of Law, resulting in this Agreement.

**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 SERVICES**

The CONTRACTOR covenants and represents to the COUNTY that it shall provide the Collection, Demanufacturing, And Recycling Of Electronic Equipment in such manner as more thoroughly set forth in Exhibit "A," "Scope of Services."

**ARTICLE 2. EXHIBITS INCORPORATED; CONFLICT RESOLUTION**

This Agreement consists of a primary contract and three (3) exhibits, which are as follows:

Exhibit "A"	Scope of Services
Exhibit "B"	Payment Schedule
Exhibit "C"	Affidavit of No Conflict

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. COMPENSATION**

Compensation will be made to the CONTRACTOR upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing the services identified in Exhibit "B" Payment Schedule. Any change in payments must be authorized in writing by the COUNTY through an Amendment to this Agreement. Payments to the COUNTY shall be as identified in exhibit "B".

### **ARTICLE 4. CONTRACT TERM**

Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of two years, commencing on the date of execution by the COUNTY (herein the "effective date") and ending two years later.

Contract may be renewed after the first two-year contract period for three (3) optional one-year periods upon mutual consent of both parties and re-examination of Exhibit "B" Payment Schedule.

### **ARTICLE 5. NON-PERFORMANCE AND TERMINATION**

This Agreement may be terminated as follows:

- A. If the COUNTY determines that the performance of the CONTRACTOR is not satisfactory, the COUNTY shall have the option of (1) immediately terminating the Agreement, or (2) notifying the CONTRACTOR of the deficiency with a demand that the deficiency be corrected within a specified reasonable time, otherwise the Agreement shall be deemed terminated at the end of such time.
- B. If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the CONTRACTOR, the COUNTY shall notify the CONTRACTOR in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The COUNTY shall be entitled to compensation for all accepted services rendered or performed through the date of termination, together with all sales in connection therewith.
- C. In the event of early termination all related data, studies, charts, computations, correspondence, access codes, and any other files or records related to this Agreement possessed or controlled by CONTRACTOR become the property of the COUNTY, and shall be surrendered to the COUNTY.
- D. The CONTRACTOR shall have the right upon 90 calendar days from receipt of notice to COUNTY to terminate this Agreement, with or without cause by providing written notice to the COUNTY. The CONTRACTOR'S rights and privileges as stated in this Agreement shall cease at the termination date provided in the notice.

## **ARTICLE 6. COVENANTS OF THE COUNTY**

The COUNTY hereby covenants and agrees:

- A. The COUNTY will inform CONTRACTOR of its designated Contract Manager. The Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the COUNTY and make decisions pertinent to services covered by this Agreement subject to oversight by the County Administrator and County Attorney legal advice. The COUNTY reserves the right to designate a different Contract Manager, provided that the CONTRACTOR is given written notice thereof. The Contract Manager is not authorized to approve any amendment, revision or change order to this Agreement absent an executed amendment to the Agreement by the County.
- B. The COUNTY shall make available at no cost to the CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. The COUNTY shall give prompt notice to the CONTRACTOR whenever the COUNTY determines there is a defect in CONTRACTOR's performance under this Agreement.
- D. The COUNTY shall give careful and reasonable consideration to the findings and recommendations of the CONTRACTOR, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the CONTRACTOR's performance under this Agreement.

## **ARTICLE 7. COVENANTS OF THE CONTRACTOR**

CONTRACTOR hereby covenants and agrees:

- A. CONTRACTOR shall notify the COUNTY of its lead Agent with respect to the services to be performed by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR's Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, give instruction to other agents of CONTRACTOR, interpret and define the needs of CONTRACTOR, and make decisions pertinent to services covered by the Agreement. Subject to the limitations of this Agreement, CONTRACTOR may designate a different lead Agent, provided that the COUNTY is given written notice thereof.
- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement and that the CONTRACTOR shall provide all tools, materials, goods, and services required in the performance of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which are not in conflict with this Agreement.

- D. That CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of the work.
- E. That CONTRACTOR shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONTRACTOR acknowledges this obligation and has executed the Affidavit of No Conflict attached as Exhibit "C."
- F. CONTRACTOR shall be entitled to rely upon that information which may be provided to them from the COUNTY or others on behalf of the COUNTY. CONTRACTOR shall, however, call to the COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the COUNTY in the identification and resolution of same. Information referred to above includes, but are not limited to, additional services, consultations, investigations, reports and the like, including all other information to be provided to the CONTRACTOR by others and necessary for the execution of CONTRACTOR's work under the Agreement. The COUNTY shall, however, hold CONTRACTOR fully responsible for verifying, to the extent practicable, documents and information provided by the COUNTY and identifying its' obvious deficiencies concerning documents and information provided.

#### **ARTICLE 8. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or designee. If such dispute involves the sale of goods by the CONTRACTOR, the CONTRACTOR shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to COUNTY of any amount determined to be due and owing. The parties shall bear any attorney fees related to dispute resolution regardless of the resolution of the dispute.

#### **ARTICLE 9. RECORDS; AUDITS; LICENSES**

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

- B. CONTRACTOR shall provide the COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by the COUNTY to monitor and evaluate CONTRACTOR's performance. Such materials shall also be made available to the COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as the COUNTY may deem necessary. The COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify to the COUNTY why it was unable to do so. The CONTRACTOR shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. The 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 (10) days after receipt by the CONTRACTOR. CONTRACTOR shall immediately inform the COUNTY if it or any of its principles or agents working on this Agreement lose, or have suspended, any required license.

**ARTICLE 10. INDEMNIFICATION**

CONTRACTOR hereby agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of its intentional or negligent actions or omissions in the performance of this Agreement. COUNTY hereby agrees to indemnify, defend and hold harmless the CONTRACTOR, its agents, officers and employees, from any and all claims, liability, loss or cause of action of any kind or nature arising out of its intentional or negligent actions or omissions related to this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and the defense of all suits, in the name of the COUNTY when applicable, including payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense.

**ARTICLE 11. INSURANCE**

- A. COMMERCIAL GENERAL LIABILITY. The CONTRACTOR shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverage as follows:

General aggregate	
Products /Completed	
Operations aggregate .....	\$1,000,000.00
Personal and advertising injury.....	\$1,000,000.00
Each occurrence .....	\$1,000,000.00

- B. **BUSINESS AUTO POLICY.** The CONTRACTOR shall have and maintain, during the period of this Agreement, a business auto insurance policy or policies affording minimum coverage as follows:  
 Each occurrence per bodily injury and  
 Property damage liability .....\$500,000.00  
 Annual aggregate (if applicable) ..... 3 x each occurrence limit
- C. **WORKERS' COMPENSATION.** The CONTRACTOR shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.
- D. **CERTIFICATION OF INSURANCE AND COPIES OF POLICIES.** Certificates of Insurance evidencing the insurance coverage specified in paragraphs A. and B., above shall be filed with the Purchasing Official before work begins. The required certificates shall name the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the name of this Agreement, and shall name Manatee County as an additional insured.

Insurance shall remain in force at least three years after completion and acceptance of the project by the COUNTY in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

**NO WAIVER OF IMMUNITY** – Nothing herein shall be interpreted as a waiver of the COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the COUNTY expressly reserves these rights to the full extent allowed by law.

**ADDITIONAL INSURED:** - Manatee County, a political subdivision of the State of Florida, shall be specifically named as an additional insured on all policies.

If the initial insurance expires prior to the completion of this Agreement by the CONTRACTOR, renewal certificates of insurance and required copies of policies shall be furnished by the CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

**ARTICLE 12. RELATIONSHIP OF PARTIES**

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, agents, 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 contract 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. The CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

### **ARTICLE 13. ASSIGNMENT AND SUBCONTRACTS**

The COUNTY has selected CONTRACTOR for its stated skills and abilities, as outlined in the Request For Proposal process. CONTRACTOR has represented to the County that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, the CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the COUNTY. In the unlikely event the CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of the COUNTY. Approval to utilize any third party shall not relieve the CONTRACTOR from any direct liability or responsibility to the COUNTY pursuant to the provisions of this Agreement, or obligate the COUNTY to make any payments other than payments due to the CONTRACTOR as outlined in this Agreement.

### **ARTICLE 14. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to the COUNTY. Therefore, in addition to the limitations of the Article above, CONTRACTOR shall not, without prior written consent of the COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

### **ARTICLE 15. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 16. 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, certified or registered mail, return receipt requested, or by hand delivery and addressed as follows:

If mailed to Contractor:      CREATIVE RECYCLING SYSTEMS, LLC  
Attn: James Kristof, VP, Procurement  
8108 Krauss Boulevard, Suite 110  
Tampa, Florida 33619  
(813) 621-2319 (727) 643-3704

If mailed to County:            Manatee County Utilities Department  
Attn: Director  
4410 66<sup>th</sup> Street West  
Bradenton, Florida 34209  
(941) 792-8811 extension 5323

## **ARTICLE 17. NON-DISCRIMINATION**

During the performance of this Agreement the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, (including apprenticeship and on-the-job training). CONTRACTOR further agrees that no person in the United States shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 18. KEY PERSONNEL**

Due to their unique skills, knowledge and backgrounds, upon which the COUNTY expressly relied in selecting CONTRACTOR, CONTRACTOR shall not remove from active participation on the project the following agents until alternate personnel acceptable to the COUNTY are approved, in writing, by the COUNTY:

<b>Kerry Barbon, Customer Service Representative</b>	<b>813-621-2319 ext.306</b>
<b>Donna Batts, Assistant Manager, Customer Service</b>	<b>813-621-2319 ext.228</b>
<b>Regina Leverett, Director of Customer Service</b>	<b>813-621-2319 ext.230</b>



## **ARTICLE 19. MISCELLANEOUS TERMS**

**Ethical Conduct; Media Relations.** The CONTRACTOR recognizes that in rendering the services required in this Agreement, it is working for the interests of the citizens of Manatee County, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition, the CONTRACTOR shall, in all of its interactions with the COUNTY and its citizens and business interests, conduct itself in accordance with the utmost professionalism and ethical standards, including any professional ethical codes related to the various professionals who will be working on this project. To ensure the COUNTY is properly represented in any media stories related to this project, CONTRACTOR's agents shall refer any media requests for interviews, information or comments to the Contract Manager for response.

**Compliance With Laws.** The CONTRACTOR acknowledges that the COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The CONTRACTOR agrees that all services rendered or performed by the CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance therewith with all applicable local, state and federal agencies or authorities, laws and ordinances.

**Entire Agreement, Amendments, Calculation of Days.** This Agreement, and the exhibits attached hereto and incorporated herein, constitute the entire, fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the Parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized, executed, and delivered by both Parties hereto. Any act or delivery that must be completed on a Saturday, Sunday or COUNTY holiday shall be adequate if performed or delivered on the following business day.

**No Waiver.** The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

**Force Majeure.** Neither Party shall be in default of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Agreement, is beyond the control and without the fault of the Party seeking to invoke this paragraph.

**Governing Law, Jurisdiction and Venue.** CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State of Florida. CONTRACTOR further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if in Federal Court the Middle District of Florida.

**Attorneys Fees and Costs.** Each Party hereto shall be solely responsible for paying its attorneys fees and costs in any protest, litigation, dispute resolution proceeding, settlement negotiation or any other matter related to this Agreement.

**No Conflict.** By accepting award of this Agreement, CONTRACTOR, for itself and its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

**Public Records.** By accepting award of this Agreement, CONTRACTOR acknowledges that the portion of its books and records related to its contracting activities with COUNTY may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

**Public Entity Crimes.** CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the COUNTY's requirement that the CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**Legal References.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**Severability.** The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**ARTICLE 20. AGREEMENT**

This is not an exclusive contract. Except as specifically provided for herein with respect to the CONTRACTOR's use of the areas as designated and as provided in this AGREEMENT, the COUNTY shall at all times continue to retain and have the unqualified right to make any and all determinations concerning or relating to the Facilities, including but not limited to, scheduling of events, establishing operating procedures, and/or safety standards.

**Headings.** This Agreement is to be read as a whole. All titles, articles, and descriptive headings of paragraphs herein are inserted for convenience only and shall not affect the construction or interpretation of the Agreement's actual terms.

**Authority to Execute.** Each of the Parties hereto represents to the other that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by their respective representatives who have executed this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this **Agreement (No. 12-1687DC) to provide for the Collection, Demanufacturing, and Recycling of Electronic Equipment.**

**CREATIVE RECYCLING SYSTEMS, LLC**

By: 

Print Name: James Kristof

Title: VP, Procurement

Date: 12/21/2012

**COUNTY OF MANATEE, FLORIDA**

By:   
Melissa M. Wendel, CPPO  
Purchasing Official

Date: Dec 26, 2012

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A.1 PURPOSE**

It is the purpose of this Agreement to employ the professional services of the CONTRACTOR and establish a schedule for the collection, packing, loading, transportation, unloading, demanufacturing, recycling, and audit trail documentation of electronic equipment such as televisions, printers, copiers, monitors, terminals, central processor units, keyboards, computer peripherals, video and audio equipment, small household electrical appliances, and telecommunications equipment as specified.

**A.2 SCOPE OF SERVICES**

- A.2.1 The scope of services include the CONTRACTOR furnishing all labor, equipment, and material necessary to provide the services contemplated herein and shall have sufficient qualified personnel available to perform the services in a timely manner. All packaging, loading, and transporting shall be accomplished by the Contractor's equipment and personnel.
- A.2.2 The CONTRACTOR shall use their distribution network to fulfill the requirements of this contract; however, the CONTRACTOR shall be held accountable for performance under this Agreement and is responsible for all performance issues.
- A.2.3 The CONTRACTOR shall, maintain, keep current, and shall be responsible for all expenses for any and all licenses, permits, certificates, approvals, other charges and taxes necessary to satisfy its obligations under this contract.

**A.3 COLLECTION SCHEDULE**

- A.3.1 The COUNTY will provide the CONTRACTOR a collection schedule at contract execution. The CONTRACTOR shall remain flexible to changes in the collection schedule to accommodate operations. The CONTRACTOR shall immediately notify the COUNTY whenever unforeseen situations occur that would interfere with the scheduled collections.
- A.3.2 There will be seventeen (17) collections scheduled annually. The COUNTY will submit a proposed collection schedule to the CONTRACTOR in writing. The following is the location sites and number of collections:

LOCATION	NUMBER OF COLLECTIONS
County Landfill 3333 Lena Road, Bradenton FL	12 times a year (one per month)
Palmetto Fairgrounds 1303 17 <sup>th</sup> Street West, Palmetto FL	Twice a year
Utilities Complex 4410 66 <sup>th</sup> Street West, Bradenton FL	Twice a year
Coquina Beach (off of Gulf Drive) Gulfside Parking/Access Road, Bradenton Beach FL	Once a year

A.3.3 On-Call Collections: The Lena Road Landfill has a designated a collection area to stockpile the e-scrap dropped off and collected curbside by waste haulers. When the collection area has reached its capacity, the COUNTY will notify the CONTRACTOR to schedule a pick up. The CONTRACTOR shall be available on an on-call basis and verbally respond to the COUNTY's communication within 24 hours for scheduling of a collection.

A.3.4 Small Quantity Generators are any non-residential source of e-scrap material, i.e., businesses, churches, non-profit organization, etc.

1. Small Quantity Generators will be able to off load e-scrap at any collection event.
2. Small Quantity Generators are required to directly contact the CONTRACTOR to arrange collections from the business location at the contract price.
3. Arrangement for collection from the business location, including scheduling, invoicing, and payment, shall be handled by the CONTRACTOR and Small Quantity Generator. **The COUNTY has no involvement other than use of the contract prices, terms, and conditions.**

A.3.5 The CONTRACTOR shall provide sufficient sun/rain shelter at the collection events.

A.3.6 The CONTRACTOR shall provide state certified scales capable of producing a certified receipt for each collection event.

A.3.7 The CONTRACTOR shall provide appropriate packaging for collecting and containing the collected materials to avoid spillage during transport.

#### **A.4 TRANSPORTATION OF MATERIALS**

- A.4.1 The CONTRACTOR shall yield to all traffic, including pedestrians, within the project area and shall ensure that each of its representatives who operate a motor vehicle in performance of the CONTRACTOR'S responsibilities described herein is properly licensed by the State of Florida for the operation of that vehicle.
- A.4.2 The CONTRACTOR shall maintain sufficient transportation equipment to perform the services required herein.
- A.4.3 Collection vehicles shall have loading capabilities and all applicable equipment that will accommodate loading from a cement, asphalt, or dirt/gravel/grass surface at the various collection sites.
- A.4.4 The CONTRACTOR shall provide all packaging, packing supplies, and labor for loading and transporting the collected e-scrap.

#### **A.5 VERIFICATION OF COLLECTIONS**

- A.5.1 The CONTRACTOR shall maintain a Collection Report for each collection documenting the weight per each category. These Collection Reports shall be submitted with the corresponding payment requests.
1. The CONTRACTOR shall maintain these records and other evidence pertaining to or connected with the services under this Agreement for a minimum of three years after completion of the services.
  2. Payment requests shall be submitted to the COUNTY within 14 business days after each event for review and approval of payment. Each request shall include the following:
    - a) Invoice shall include per category, the weight and contract unit price with subtotals and the total amount due.
    - b) Collection Report documenting the weight collected per category at each event.
    - c) Applicable recycling certificate certifying proper disposal of material; as well as the certificate verifying destruction or sanitization of media from collected devices.
    - d) Certified scale receipts.
    - e) Number of Small Quantity Generators, including business name and address. The COUNTY will collect data for residential participation.
      - 1) Small Business collections performed at the business location shall be submitted as a separate report for informational purposes only.

## **A.6 EQUIPMENT DISPOSITION**

1. All items that are recycled or disposed shall have an audit trail of the equipment's final destination. The CONTRACTOR shall provide a disposition certificate for the equipment from the recipient.
2. The CONTRACTOR shall ensure that all recovered end-of-life electronic materials are recycled or properly disposed of (as a last result), and documented.
3. Documentation of the recycling and/or disposal actions of the equipment shall be reported within 90 days of receipt of service to the COUNTY. This information will be used by the COUNTY in maintaining appropriate records for compliance with federal and state laws.

## **A.7 REGULATIONS**

1. The CONTRACTOR shall be responsible for adhering to the applicable laws and regulations, including the Florida Department of Environmental Protection guidelines, "Regulatory Guidelines for the Management of Unwanted Electronic Products", having jurisdiction over the CONTRACTOR's activities for this contract that includes, but is not limited to, the collection/removal, transport, processing, and/or disposal of the e-scrap. The CONTRACTOR shall obtain and maintain all licenses, certifications, and permits required by the regulatory agencies throughout the term of this Agreement.
2. The CONTRACTOR shall comply with all applicable Florida Department of Transportation regulations throughout the term of this Agreement when transporting the collected materials via public roadways.
3. The CONTRACTOR shall provide a complete report regarding the receipt, if any, of any notices (i.e., warning notices, consent orders, notices of violations) from federal, state, or local agencies where an interruption of operations, fine, penalty, or expense is the result of the poor performance, negligence, or wrongful intentional acts or omissions of the CONTRACTOR or any of its officers, employees, agents, or subcontractors.

## **A.07 CLEAN UP**

The CONTRACTOR shall be responsible for the cleanup and removal of any spilled material or equipment (i.e., glass, gasoline, oil) from the CONTRACTOR'S transport during the collections. Any spillage, accidental or otherwise, shall be completely removed and, if required, sanitized and reported to the proper agencies and the COUNTY in a timely manner.

#### **A.08 SAFETY**

The CONTRACTOR shall provide all reasonable measures necessary to safeguard property and persons from its operations during the performance of this Agreement herein. The CONTRACTOR shall immediately report to the COUNTY all injuries and all damages occurring to public or private property which are a result of the CONTRACTOR'S performance hereunder. The CONTRACTOR shall repair/replace any such property.

#### **A.09 COMPLAINTS/MANAGEMENT**

The CONTRACTOR shall be available to solve procedural and operational problems which may arise during the performance of this Agreement. Problems shall be solved in an expedient manner once notification of the problem is given to the CONTRACTOR by the County. Within five (5) business days after notification of said problem, the CONTRACTOR shall submit to the COUNTY, in writing, a report detailing how the problem will be solved.

The CONTRACTOR shall be equipped with sufficient staff and shall have a responsible person in charge during normal business hours, 8:00 am to 5:00 p.m., Monday through Friday, excluding national recognized holidays, and shall provide for prompt handling of emergencies and all other special complaints or calls.

#### **A.10 EMERGENCY SERVICES**

The Contractor shall give priority to Manatee County for any post disaster services related to this contract.

#### **A.11 AUDIT COMPLIANCE**

The CONTRACTOR shall participate in, and comply with, any internal and external quality assurance, and grievance procedures as a result of the services performed.

The CONTRACTOR shall effectively work with the Manatee County Clerk of the Circuit Court, an independent constitutional office, who may, from time to time, determine certain requirements of Florida law must be met concerning the payment or collection of COUNTY funds. The CONTRACTOR shall work with the COUNTY to ensure compliance with any such issues.



**EXHIBIT "B"**

**PAYMENT SCHEDULE**

**PAYMENTS TO THE COUNTY:**

B.1.1 The CONTRACTOR agrees to the following unit prices for the performance of the specified services in a professional and efficient manner. To verify collection weight, the CONTRACTOR'S empty transport vehicle will be weighed at the COUNTY scales prior to loading any collected equipment and again after loading the equipment onto the CONTRACTOR'S transport vehicle and the net weight calculated for reconciliation with the Collection Report.

1. The negative prices (in parenthesis) shall be paid to the COUNTY by the CONTRACTOR for the collected items. All other prices are cost to the COUNTY.
2. Additional Services are services requested by the COUNTY which are beyond the specified Scope of Services and will require an Amendment to the Agreement approved by the COUNTY.
- 3.

EQUIPMENT	UNIT PRICE PER POUND
TV	\$0.18
Printers	0
Copiers	0
Monitors	\$0.15
CPU	(\$0.20)
Keyboards, etc.	0
Telecommunications	(\$0.15)
<b>ADDITIONAL SERVICES – HOURLY COSTS</b>	
Event Personnel	\$20
Manager	\$40
Driver	\$30

- B.1.2 Payment shall be paid to the COUNTY no later than two (2) weeks from the date of the collection event with interest accruing thirty (30) days after collection date. Any discrepancies shall be resolved within five (5) days of original submission.
- B.1.3 In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one percent (1%) per month shall accrue against each delinquent payment until same is paid. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.
- B.1.4 The Collection Reports and supporting documents are to be submitted to the Manatee County Utilities Department.
- B.1.5 Payments shall be in the form of a check (referencing Agreement No. 12-1687DC eScrap Collections), payable to the Manatee County Board of County Commissioners and mailed to:

Attn: Treasury Management  
Manatee County  
P.O. Box 1000  
Bradenton, FL 34206

#### **PAYMENTS TO THE CONTRACTOR:**

- B.1.6 CONTRACTOR shall submit a request, on a form provided or approved by the COUNTY, of the amount due and payable to the CONTRACTOR for the collected materials, no more than once per month. The CONTRACTOR shall provide Collection Reports and supporting documents relating to the payment request.
- B.1.7 The payment shall be due and payable to the CONTRACTOR within 45 days after the payment request has been approved by the COUNTY.

EXHIBIT "C"  
AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA  
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared,  
James Kristof, a principal with full authority to  
bind Creative Recycling Systems, LLC hereinafter the  
"Contractor"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Contractor to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and


(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

  
Signature

SUBSCRIBED to and sworn before me this 21st day of December, 2012.

  
Notary Public

My commission expires:

Personally Known X or Produced Identification

Type of Identification Produced \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2012

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

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

<b>PRODUCER</b> Bouchard Insurance P O Box 6090 Clearwater FL 33758-6090		<b>CONTACT NAME:</b>	
		<b>PHONE (A/C, No., Ext):</b> 727-447-6481	<b>FAX (A/C, No):</b> 727-449-1267
		<b>E-MAIL ADDRESS:</b> clcerts@bouchardinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Creative Recycling Systems, LLC CRS Holdings of America, LLC 8108 Krauss Blvd. Suite 110 Tampa FL 33619		INSURER A :New Hampshire Insurance Co	23841
		INSURER B :St Paul Fire & Marine Ins Co	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :Chartis Specialty Insurance Co	26883

**COVERAGES** **CERTIFICATE NUMBER:** 457423744 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		01LX027560787	2/20/2012	2/20/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$\$1mil/\$1mil
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		01CA019045892	2/20/2012	2/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU025442300	2/20/2012	2/20/2013	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F F F	Professional Liability Cyber Liability Pollution Liability			015890251 015890251 PLS1388301	2/20/2012 2/20/2012 1/17/2011	2/20/2013 2/20/2013 2/20/2013	Limit 3,000,000 Limit 3,000,000 Limit 6,000,000

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

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY PER CONTRACT OR AGREEMENT, AND SUBJECT TO THE TERMS, CONDITIONS AND LIMITS AS SPECIFIED IN THE POLICY.

**CERTIFICATE HOLDER**

**CANCELLATION**

MANATEE COUNTY PURCHASING DEPARTMENT 1112 MANATEE AVENUE WEST SUITE 803 BRADENTON FL 34205-7804 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b>  Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154  (877)234-4420	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877)234-4420      FAX (A/C, No): (877)234-4421	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #	
<b>INSURED</b>  Creative Recycling Systems, LLC 8108 Krauss Blvd Ste 110 Tampa, FL 33619  CTL 1273 690504	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	INSURER A: Continental Indemnity Co.      28258	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below			73-857685-01-01	07/25/2012	07/25/2013	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

MANATEE COUNTY PURCHASING DEPARTMENT 1112 MANATEE AVENUE WEST SUITE 803 BRADENTON, FL 34205-7804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  L039971
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**MANATEE COUNTY GOVERNMENT**  
**SOURCE SELECTION**

<b>SUBJECT</b>	Collection, Demanufacturing, Recycling of Electronic Equipment	<b>DATE POSTED</b>	Date Posted on mymanatee.org <u>12/19/2012</u>
<b>PURCHASING REPRESENTATIVE</b>	Deborah Carey-Reed, 941/749-3074	<b>DATE CONTRACT SHALL BE AWARDED</b>	December 17, 2012
<b>DEPARTMENT</b>	Utilities Department	<b>CONSEQUENCES IF DEFERRED</b>	N/A <i>Melissa M. Wendel</i>
<b>SOURCE RECOMMENDATION</b>	Request For Proposals #12-1687DC	<b>AUTHORIZED BY</b>	Melissa M. Wendel, Purchasing Official Date: <u>12/19/2012</u>
<b>ACTION DESIRED</b>			
Authorization to execute an Agreement with Creative Recycling Solutions, LLC, Tampa, Florida for the collection, demanufacturing, and recycling of end-of-life electronic equipment.			
<b>ENABLING/REGULATING AUTHORITY</b>			
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)			
Manatee County Code of Law			
<b>BACKGROUND/DISCUSSION</b>			
<ul style="list-style-type: none"> <li>• Consistent with its commitment to reduce the environmental impact of refuse being disposed of at the Landfill, the Utilities Department offers County-wide collections for the demanufacturing and recycling of end-of-life electronic equipment. This contract provides for the collection and proper disposal of the equipment from residents and small businesses within Manatee County, resulting in reduced disposal of refuse into the Landfill.</li> <li>• This contract generates revenue for some collected items and also includes cost for the vendor's handling of the some of the items. Previous years' total average 300 tons annually that has been averted from disposal at the Landfill.</li> <li>• 08/11/2012 to 08/22/2012 Appropriate procurement procedures were followed. The Request for Proposal was posted on DemandStar and the County website and directly solicited to Manatee County registered vendors; it was also provided to the Manatee County Chamber of Commerce for release to its members. Two proposals were received.</li> <li>• The Evaluation Committee convened and evaluated Creative Recycling Solutions, LLC as providing the best offer because of their processing capability and lower costs. The second proposer, Sims Recycling Solutions, Inc., was evaluated as qualified to perform the services, but their costs were not within the County's funding allotment.</li> <li>• This contract will be managed by the Manatee County Utilities Department.</li> </ul>			
<b>COST</b>	Estimate \$50,000 annually	<b>SOURCE (ACCT# &amp; NAME)</b>	480.0011000.534000
<b>COMMENTS</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

Fw: RFP #12-1687DC eScrap Collections - Request to Negotiate  
Melissa Wendel  
to:  
Deborah CareyReed  
12/13/2012 07:59 PM  
Cc:  
"Dennis Wallace"  
Show Details

---

**From:** Ed Hunzeker  
**Sent:** 12/13/2012 07:19 PM EST  
**To:** Melissa Wendel  
**Subject:** Re: RFP #12-1687DC eScrap Collections - Request to Negotiate

MW,

Please proceed.

Thank you.

Ed

Sent from my iPad

On Dec 13, 2012, at 4:22 PM, "Melissa Wendel" <[melissa.wendel@mymanatee.org](mailto:melissa.wendel@mymanatee.org)> wrote:

Mr. Hunzeker,  
We are communicating the recommended selection of  
**CREATIVE RECYCLING SOLUTIONS, LLC. of  
Tampa, Florida** to provide **e-Scrap Collections** for the  
County.

Upon your approval of the recommendation of the  
Evaluation Committee, staff will proceed with the  
posting of the selection and begin negotiations. If you  
choose, you may direct staff to present this  
recommendation to the Board of County  
Commissioners for consideration.

Thank you,

## Melissa

Melissa M. Wendel, CPPO  
Purchasing Official  
Manatee County Purchasing Division  
941-749-3054

----- Forwarded by Melissa Wendel/MCG on 12/13/2012 04:12 PM -----

From: Dennis Wallace/MCG  
To: Melissa Wendel/MCG@MCG  
Date: 12/13/2012 03:01 PM  
Subject: Fw: RFP #12-1687DC eScrap Collections - Request to Negotiate

---

Melissa - for your review and approval please; thank you. DWW

----- Forwarded by Dennis Wallace/MCG on 12/13/2012 03:04 PM -----

From: Deborah CareyReed/MCG  
To: Dennis Wallace/MCG@MCG  
Date: 12/11/2012 01:58 PM  
Subject: RFP #12-1687DC eScrap Collections - Request to Negotiate

---

Approval is requested for the following recommendation to enter into negotiations with the Creative Recycling Solutions, LLC, Tampa, Florida, for the collection, transportation, demanufacturing, and recycling of end-of-life electronic equipment (Request For Proposal #12-1687DC). This contract generates revenue for some collected items and also includes costs for the disposal of some items.

### **PROJECT DESCRIPTION:**

Utility Operations through Purchasing has requested proposals from interested companies or individuals who can provide for the collection and proper disposal of computer and other electronic equipment generated from residents and small businesses within Manatee County. This contract will assist the County in its endeavor to promote product stewardship and shared responsibility for reducing the environmental impact of disposing these products at the Manatee County Landfill.

**ESTIMATED COST:** Revenue generating for some items; projected cost of \$5,000 (based on volume of past collections).

### **SOLICITATION:**

Appropriate procedures were followed through the solicitation phase. This Request For Proposal was advertised on the Manatee County and Chamber of Commerce websites and broadcasted thru Demand Star; and was also emailed to Manatee County



registered vendors. Two vendors responded with a No Bid and two proposals were received.

Proposals were received from the following two firms:  
Creative Recycling, LLC, Tampa FL  
Sims Recycling Solutions, Inc., Tampa FL

**EVALUATION COMMITTEE:**

David Pickup, Utility Operations, Household Hazardous Waste  
Jeffrey Goodwin, Wastewater Division  
Deborah Carey-Reed, Financial Management Department  
Cari Walz, Utility Operations, Household Hazardous Waste  
(support staff, non-voting member)

The Evaluation Committee reviewed both firms as being qualified to perform the required services and requested oral presentations from both.

Oral presentations were subsequently made by both firms with a further review of high costs from Sims Recycling for the collection of certain items.

The Evaluation Committee unanimously voted to proceed into negotiations with Creative Recycling because of the substantial lower costs and their processing capability.

**CREATIVE RECYCLING SOLUTIONS, LLC (CRS)**

Creative is the County's current supplier who in addition to providing collections at the County Landfill also extends collection services to curbside pickup from small business owners as a part of their contract.

CRS is recognized as a worldwide leader of the electronic recycling industry because of their commitment to properly and efficiently demanufacture and dispose of the electronics. They are acknowledged as an environmental conscious company enforcing their policy that "No electronic device is sent to a landfill".

Creative has a state-of-the-art recycling facility and has gained widespread experience recycling end-of-life electronics and managing extensive contracts for government agencies, independent and corporate businesses, and non-profit organizations.

Creative is currently investing into a new accounting system that will keep up with the volume of their collections.

**SIMS RECYCLING SOLUTIONS, INC. (SRS)**

Sims Recycling is also recognized as being a global company managing large government contracts, however, Sims has not provided curbside collection services for their referenced contracts.

Sims proposed costs are two and a half times that of the current vendor and is beyond the County's budget for these services.

**From:** [deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org)  
**To:** [Vicki Tessmer](#)  
**Subject:** Agreement - Creative Recycling Solutions - Collection Electronics  
**Date:** Thursday, February 07, 2013 4:43:10 PM  
**Attachments:** [agreement.121687dc.eScrap.creative.pdf](#)  
[source selection.escrap.creative.pdf](#)

---

Hello Vicki

Please accept the executed Agreement with Creative Recycling Solutions, LLC., for the collection, demanufacturing, and recycling of end-of-life electronic equipment in accordance with the attached Source Selection (award) per the Manatee County Code of Laws.

**INSTRUCTION TO BOARD RECORDS**

**Please send a confirmation of the Recording to:**

- Deborah Carey-Reed, Purchasing

Thank you. If you require any additional information, please call me at extension 3074.

Deborah

---

*Deborah Carey-Reed*

Contracts Negotiator

Purchasing Division x3074

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Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

**From:** [Robin Liberty](#)  
**To:** ["deborah.carey-reed@mymanatee.org"](mailto:deborah.carey-reed@mymanatee.org)  
**Subject:** Clerk's Consent 2/26/13: Collection, Demanufacturing & Recycling of Electronic Equipment - Agreement  
**Date:** Wednesday, February 27, 2013 11:58:00 AM  
**Attachments:** [BCC20130226DOCC503.pdf](#)

---

Good Afternoon,

Attached is Agreement with Creative Recycling Systems LLC, **stamped Accepted** by the Board of County Commissioners on 2/26/13.

Robin Liberty  
Board Records  
For R.B. "Chips" Shore  
Manatee County Clerk of the Circuit Court & Comptroller  
[www.manateeclerk.com](http://www.manateeclerk.com)  
[robin.liberty@manateeclerk.com](mailto:robin.liberty@manateeclerk.com)  
941-749-1800, ext. 4179

*"Pride in Service with a Vision to the Future"*