

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: PC Recycler, Inc. dba Securis 14801 Willard Road, Suite 800 Chantilly, VA 20151	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>February 27, 2020</u> <u>20-187-ITB</u> <u>E waste Collection & Disposal</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-187-ITB including any attachments or amendments thereto.

EFFECTIVE DATE: March 1, 2020

EXPIRES: February 28, 2021

RENEWALS: THIS IS THE 1 YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 92677

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-187-ITB

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Daniel Mattock

VENDOR TEL. NO.:

(703) 436-1967

EMAIL ADDRESS: dmattock@securis.com

COUNTY CONTACT: Adam Riedel, DES, SW

COUNTY TEL. NO.:

(703) 228-6412

COUNTY CONTACT EMAIL: ariedel@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price

Title Procurement Officer

Date March 16, 2020

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 20-187-ITB

THIS AGREEMENT is made, on the date of execution by the County, between PC Recycler, Inc., 14801 Willard Road, Suite 800, Chantilly, VA 20151 ("Contractor") a Virginia Stock Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-187-ITB

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to collect, manifest, transport and recycle electronic waste (e-waste). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on March 1, 2020 and must be completed no later than February 28, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor, the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from March 1, 2021 to February 28, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 20-187-ITB at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until February 28, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in November of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

14. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

15. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

18. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

For any hazardous waste generated in connection with the work, the County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within thirty-five (35) days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

19. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

20. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

21. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory

performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

22. LIQUIDATED DAMAGES FOR FAILURE MISSED OR INCOMPLETE COLLECTIONS

The County specifies that time of service is of the essence under this Agreement. The County and Contractor agree that damages for failure to complete the Work within the timeframes specified in this Agreement are not susceptible to exact determination. Therefore, if the Contractor fails to package and transport the full quantity of E-waste for recycling and/or disposition within five (5) days after initial contact by the County, the Contractor shall pay the County, on demand, liquidated damages in the amount of five hundred dollars (\$500) per occurrence. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement that such liquidated damages are void as penalties or are not reasonably related to actual damages. These liquidated damages shall not preclude other remedies that the County may have under this Agreement or by law.

23. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

24. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

25. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

26. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

27. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

28. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

29. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

30. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

31. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

32. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive

property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

33. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

34. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

35. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

36. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

37. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

38. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

39. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

40. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

41. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within

30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

42. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

43. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

44. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

45. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

46. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

47. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

48. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

49. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

50. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

51. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

52. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

53. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

54. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

55. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

56. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:
Daniel Mattock
PC Recycler, Inc. dba Securis
19801 Willard Road, Suite 800
Chantilly, VA 20151
dmattock@securis.com

TO THE COUNTY:

Adam Riedel, Project Officer
Arlington County, Virginia
4300 29th Street S
Arlington, VA 22206

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

57. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

58. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

59. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contractor's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

60. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.

- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

61. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term, is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

62. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PC RECYCLER, INC. DBA SECURIS

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: *Daniel P. Mattern*

NAME AND TITLE: TOMEKA PRICE
PROCUREMENT OFFICER

NAME AND TITLE: *Daniel P. Mattern*

DATE: _____

DATE: *3/10/2020*

SCOPE OF SERVICES

1. PURPOSE AND OBJECTIVES

The purpose of this Invitation to Bid from a qualified Contractor is the procurement of services for the collection, manifesting, transporting and recycling of electronic waste ("E-waste") generated in Arlington County on an as needed basis, for up to a five-year period.

In addition to E-waste generated by County residents, the County generates E-waste as part of County operations. Surplus, obsolete, outdated or dysfunctional electronic materials are sometimes consolidated at a central location for final disposition. The Contractor will be required to collect, transport and recycle County Generated E-wastes, from any County facility, upon notification from the County.

2. BACKGROUND INFORMATION

2.1 COUNTY FACILITIES

There are approximately 65 County facilities ("County Facilities") within Arlington County's 26 square miles. County Facilities include offices, fire stations, libraries, community centers, and other administrative buildings.

2.2 HOUSEHOLD E-WASTE PROGRAM

The County manages an E-waste Program ("E-Waste Program") through which various end-of-life electronics are accepted from County residents for proper disposal or recycling. Arlington's E-Waste Program involves: County staff operating a year-round permanent E-waste collection facility ("E-Waste Facility") located on the grounds of the Water Pollution Control Plant, located at 530 South 31st Street; and conducting two (2) semiannual Environmental Collection and Recycling Events (E-CARE) held at a site location(s) deemed suitable by the County. The County's E-Waste Program continues to experience consistent year-to-year growth.

3. WORK REQUIREMENTS:

3.1 This is a full-service contract. For the purposes of this contract, full service shall mean that the Contractor's bid prices include, but is not limited to, all labor, all parts, material and equipment cost; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel cost, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

3.2 The Contractor shall provide a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to the County.

3.3 Copies of the Certificate of Recycling, Certificate of Destruction, Manifests and/or Chain of Custody for all materials handled under this contract must be submitted with the invoice, or within five (5) business days upon request by the County.

3.4 The Contractor shall provide all labor, equipment, and materials necessary for the collection and recycling of E-waste generated at County Facilities and through Arlington's residential E-Waste Program. The Contractor shall perform all work under this Agreement in accordance with all applicable federal, state, and local laws and regulations.

- 3.5 Services shall include the packaging, transportation, and disposal of E-waste. E-waste includes, but is not limited to: computers, laptops, cell phones, smart phones, tablets, monitors, printers, scanners, servers, televisions, VCR/DVD players, stereo receivers, speakers, central processing units, computer mice, keyboards, telephones, modems, power supplies, computer cables and cords, miscellaneous circuit boards, chips and cards, radios, GPS, fax machines, electronic reading devices, radar detectors, smoke alarms, tablets, and other electronic-related accessories.
- 3.6 The Contractor shall, upon request from the County, package, pick-up, and transport E-waste from any County Facility, including the E-Waste Facility. The Contractor shall at the time of pickup, document the quantity and type of equipment removed from the County Facility. For E-waste generated at County Facilities (i.e., not residential e-waste), the Contractor shall conduct a detailed inventory after receipt. At a minimum, the inventory must contain an item description, make, model, serial number and asset tag (if applicable).
- 3.7 The Contractor shall accept full ownership of E-waste at the time of pickup. County information stored on decommissioned hardware and storage media shall be irretrievably destroyed, in a manner to permanently and irreversibly delete data to prevent access or recovery by unauthorized individuals. Acceptable methods may include overwriting, degaussing, or physical destruction of the media. Storage media may include, but is not limited to, hard drives, storage systems, removable disks, floppy disks, CDs, flash memory in multiple formats (USB drives, SD and micro SD), and other forms of removable media and storage devices.
- 3.8 The Contractor shall provide a data security and sanitization plan covering the following elements: internal procedures for tracking, controlling, and reporting of all materials from receipt to final disposition, removal of asset tags, procedures for preventing unauthorized access to media prior to data sanitization process, data sanitization process, and certificates of destruction and/or media sanitization.
- 3.9 All materials shall be removed from the grounds of the County within five (5) days after notification by the County via email and immediately after completion of the packaging and preparation, unless an alternate removal timeframe is mutually agreed to by the County and the Contractor.
- 3.10 The Contractor shall furnish all qualified personnel, transportation, tools, materials, supplies, equipment, labels, warning signs, and personal protective equipment required for adequate protection of materials, the environment, and staff during packaging, transportation and disposal/recycling activities. All such requirements must be in compliance with the United States Environmental Protection Agency (USEPA), United States Department of Transportation (USDOT), United States Occupational Safety and Health Administration (OSHA) and all other applicable federal, state and local regulatory requirements.
- 3.11 The Contractor shall use proper, appropriately sized containers to minimize the costs to the County under this Agreement.
- 3.12 The Contractor shall recycle, dispose, process and/or destroy materials only at a facility authorized to process and/or dispose of such materials by the state in which the facility is

located or, where applicable, by federal authorization. Facilities, at a minimum, shall be located in the continental United States and be available to receive E-waste by the bid closing date. Facilities shall be sited, constructed, operated, monitored, and otherwise maintained in a manner that is protective of human health and the environment and are operated in compliance with applicable laws. All facilities shall meet the SERI R2:2013 standard and maintain an R2 Certification.

- 3.13 The Contractor shall allow physical inspection of all contractor facilities at any time within normal business hours Monday through Friday, upon written notification by the County.
- 3.14 All E-waste shall be transported, accumulated, stored, recycled, treated, destroyed or disposed of within the United States, unless an alternate means for final disposition has been documented and is mutually agreed to by the County and the Contractor.
- 3.15 The Contractor shall ensure that the items will be processed and/or disposed of in a manner consistent with the applicable facility's permit(s). Proof of applicable permits must be available to the County upon request.
- 3.16 The Contractor shall provide a detailed E-waste processing plan. The plan should cover all processing methods from receipt to final disposal and must include how waste generated in the recycling process, if applicable, is handled. The Contractor shall provide a list of downstream vendors that will receive component parts, commodities, and materials from collected E-waste and describe in what form they receive the material. The method of final disposition of cathode-ray tube (CRT) glass must be provided. The method of hazardous waste disposal, if applicable, must also be included.
- 3.17 The County reserves the right to manage any E-waste that has been identified, characterized, and/or profiled for final disposition through an alternative(s) means, other than the waste management process, methods, and/or technologies made available by the Contractor if determined in the best interest of the County.

4. ESTIMATED QUANTITIES

For the purpose of this solicitation, it is estimated that the material types and quantities described below will be generated during the first year of the contract. The information provided is the County's best estimate based on electronic waste generated by the E-waste Program and E-CARE events in FY19. The electronic waste generated by County Facilities is highly variable, therefore estimated quantities cannot be provided. Arlington County reserves the right to add or delete materials types and increase or decrease material amounts and pick-up frequencies in accordance to the requirements set forth herein.

E-Waste Facility and E-CARE:

CRT(s)	10 tons
Other Electronics	59 tons
Total Weight of all Equipment	69 tons

5. REPORTING

Arlington County's Purchasing Division is the authorized agent for the disposal of all County owned surplus property which includes end-of-life electronics. The authority to request disposal action is delegated to each Department. As such, pickup requests must be accepted from a variety of staff while revenue/billing information must be forwarded to a central contact.

The Contractor must make the following report(s) available to both the requestor and the central billing/oversight contact:

- Detailed inventory of items received
- Certificate of Destruction and/or Media Sanitization
- Certificate of Recycling
- Invoice
- Quarterly Report Summarizing Sales and Revenue
- Weight data (total pounds or tonnage of E-waste collected)

An online portal providing the County with access to the reports twenty-four (24) hours a day, three hundred sixty-five days (365) a year, is preferred.

6. PRICING

All pricing must include delivery, data sanitization and other charges related to the completion of the requested work.

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-187-ITB

BID FORM

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM HARD COPY AND ONE COMPLETE BID FORM ON A USB TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (THE BID FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE USB SHALL BE A MIRROR COPY OF THE FULLY-COMPLETED AND SIGNED BID FORM).

BIDS WILL BE OPENED AT 1:00 P.M., ON FEBRUARY 25, 2020

FOR PROVIDING ELECTRONIC WASTE (E-WASTE) COLLECTION AND DISPOSAL PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

GRAND TOTAL FOR SECTION A AND SECTION B

\$ 1,049.12

All pricing must include delivery, data sanitization and other charges related to the completion of the requested work.

Section A: Residential Generated E-waste

Item Description	Unit of Measure	Price Paid to Contractor	Price Paid to County	Check (✓) if No Charge
Computer, Desktop – Complete	Lb.	\$ _____	\$ <u>0.04</u>	
Computer, Desktop – (incomplete, inoperable, missing hard drive, one or more components)	Lb.	\$ _____	\$ <u>0.04</u>	
Computer, Laptop	Lb.	\$ _____	\$ <u>0.04</u>	
Hard Drives	Lb.	\$ _____	\$ <u>0.04</u>	
Servers	Lb.	\$ _____	\$ <u>0.04</u>	
Monitors, LCD Unbroken	Ea.	\$ _____	\$ <u>0.04</u>	
Hubs, Switches and Routers	Lb.	\$ _____	\$ <u>0.04</u>	
Media, Magnetic or Optical	Lb.	\$ _____	\$ <u>0.04</u>	
Photocopier	Lb.	\$ _____	\$ <u>0.04</u>	
Printers, Fax Machines	Lb.	\$ _____	\$ <u>0.04</u>	
Phones, Cellular	Lb.	\$ _____	\$ <u>0.04</u>	
Misc. Wire	Lb.	\$ _____	\$ <u>0.04</u>	
UPS Batter Back-Ups	Lb.	\$ _____	\$ <u>0.04</u>	
Misc. Components and small Electronics: includes, adaptors, batteries, charger, keyboards, miscellaneous cable, mice, switches, cassette players, radio's, CD players, amplifiers, mixers, speakers, DVD players, VCR, remotes, projects, cameras, typewriter, calculators, bar code scanners, smart boards, two-way radios etc. (all electronic devices not otherwise listed)	Lb.	\$ _____	\$ <u>0.04</u>	

Fee Based Items	Unit of Measure	Price Paid to Contractor	Price Paid to County	Check (✓) if No Charge
CRT Televisions	Lb.	\$ <u>0.26</u>	\$ _____	
CRT Monitors	Lb.	\$ <u>0.26</u>	\$ _____	
LCD Monitors – Broken, Cracked Screen, Deep Scratches etc.	Lb.	\$ <u>0.26</u>	\$ _____	
All-In-One Computers - End of Life (Incomplete, Inoperable, missing hard drive one or more components)	Lb.	\$ <u>0.26</u>	\$ _____	
Services/Service Description	Unit of Measure	Rate Paid to Contractor	Rate Paid to County	Check (✓) if No Charge
One Day Collection Events (includes planning, management and up to 4 laborers)	Flat Rate	\$ <u>1,000.00</u>		
On-Site Hard Drive Destruction	Flat Rate	\$ <u>4.00</u>		
On-Site Material Packaging Services/Sorting	Flat Rate	\$ _____		✓
Logistics/Transportation	Flat Rate	\$ <u>125.00</u>		
Packing Supplies (gaylord, pallets, stretch wrap, tape) as needed	Flat Rate	\$ _____		✓
Certified Destruction – Hard Drive Shedding/Wiping	Flat Rate	\$ _____		✓
Serialized Reporting	Flat Rate	\$ _____		✓
Certificates of Recycling/Destruction, Reporting	Flat Rate	\$ _____		✓
Surcharge for pickup of less than 8 pallets	Flat Rate	\$ _____		✓
SUBTOTAL of SECTION A		\$ <u>1,129.48</u>		

Section B: County Generated E-waste

Item Description	Unit of Measure	Price Paid to Contractor	Price Paid to County	Check (✓) if No Charge
Computer, Desktop – Complete (Core 2 and Below)	Ea.	\$ _____	\$ _____	✓
Computer, Desktop – (incomplete, inoperable, missing hard drive, one or more components)	Ea.	\$ _____	\$ <u>3.00</u>	
Computer, Desktop – i3 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>13.00</u>	
Computer, Desktop – i5 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>21.00</u>	
Computer, Desktop – i7 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>42.00</u>	
Computer, Laptop – End of Life/Obsolete – (Core 2 and below, Incomplete, inoperable, missing hard drive, one or more components)	Ea.	\$ _____	\$ <u>4.00</u>	
Computer, Laptop – i3 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>21.00</u>	

Computer, Laptop – i5 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>41.00</u>	
Computer, Laptop – i7 Series – Complete/Tests Fully Functional	Ea.	\$ _____	\$ <u>64.00</u>	
Hard Drives	Lb.	\$ _____	\$ <u>0.04</u>	
Servers	Lb.	\$ _____	\$ <u>0.04</u>	
Monitors, LCD Unbroken	Ea.	\$ _____	\$ <u>2.00</u>	
Hubs, Switches and Routers	Lb.	\$ _____	\$ <u>0.04</u>	
Media, Magnetic or Optical	Lb.	\$ _____	\$ <u>0.04</u>	
Photocopier	Lb.	\$ _____	\$ <u>0.04</u>	
Printers, Fax Machines	Lb.	\$ _____	\$ <u>0.04</u>	
Phones, Cellular	Lb.	\$ _____	\$ <u>0.04</u>	
Misc. Wire	Lb.	\$ _____	\$ <u>0.04</u>	
UPS Batter Back-Ups	Lb.	\$ _____	\$ <u>0.04</u>	
Misc. Components and small Electronics; includes, adaptors, batteries, charger, keyboards, miscellaneous cable, mice, switches, cassette players, radio's, CD players, amplifiers, mixers, speakers, DVD players, VCR, remotes, projects, cameras, typewriter, calculators, bar code scanners, smart boards, two-way radios etc. (all electronic devices not otherwise listed)	Lb.	\$ _____	\$ <u>0.04</u>	
Fee Based Items	Unit of Measure	Price Paid to Contractor	Price Paid to County	Check (✓) if No Charge
CRT Televisions	Lb.	\$ <u>0.26</u>	\$ _____	
CRT Monitors	Lb.	\$ <u>0.26</u>	\$ _____	
LCD Monitors – Broken, Cracked Screen, Deep Scratches etc.	Lb.	\$ <u>0.26</u>	\$ _____	
All-In-One Computers - End of Life (Incomplete, Inoperable, missing hard drive one or more components)	Lb.	\$ <u>0.26</u>	\$ _____	
Services/Service Description	Unit of Measure	Price Paid to Contractor	Price Paid to County	Check (✓) if No Charge
On-Site Hard Drive Destruction	Flat Rate	\$ <u>4.00</u>		
On-Site Material Packaging Services/Sorting	Flat Rate			✓
Logistics/Transportation	Flat Rate	\$ <u>125.00</u>		
Packing Supplies (gaylord, pallets, stretch wrap, tape) as needed	Flat Rate			✓
Certified Destruction – Hard Drive Shedding/Wiping	Flat Rate			✓
Serialized Reporting	Flat Rate			✓
Certificates of Recycling/Destruction, Reporting	Flat Rate			✓
SUBTOTAL of SECTION B		\$ <u>80.36</u>		