

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: SERVICES FOR EQUIPMENT PICKUP AND REMOVAL OF SENSITIVE INFORMATION

CONTRACT No.: OT902808

EFFECTIVE DATES: 08/01/07 to 07/31/09
Renewal through 01/31/11 *

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902808 that opened on 07/13/07. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Elizabeth Lind, CPPB **
elizabeth.lind@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

* Denotes contract renewal

** Denotes new Procurement contact

Signed: _____
Hugh Quill, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Through the indicated inquiry closure date, Bidders may visit the Office of Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Office of Procurement Services website and linked to the Bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Articles S-8, S-9 and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid response or within the time specified herein will deem the Bidder not responsive.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions."

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USAGE REPORTS: Every three (3) months, the Contractor must submit a report (written or on disk) indicating sales and pounds of recycling generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract and the pounds of recycling generated specifically from this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, and Attn: Gayle Blankenship.*

CONTRACT RENEWAL: The following supersedes Article S-6 of the Supplemental Contract Terms and Conditions. This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

PRIME CONTRACTOR RESPONSIBILITIES: The selected Contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the State will consider the selected Contractor to be the sole point of contact with regard to contractual matters. The State does recognize that the Contractor may require a subcontractor to provide the transportation to transport the computers. In this circumstance, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.

SPECIAL CHARGES: There shall be no assessment, surcharges, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any contract award pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(ies) as indicated in the Bid/Bid response/contract.

EVALUATION: Bids will be evaluated in accordance with Article 1-5 of the "Instructions to Bidders." In addition, the State will determine the low lot total price of the Bid. The State will multiply each item's quoted Price Per Unit by its Estimated Usage Qty and add these products together to get an estimated annual cost, which will be multiplied by two to get the two year contract cost.

CONTRACT AWARD: There will be one (1) low lot total award made to the lowest responsive and responsible Bidder meeting all Bid specifications and requirements listed herein.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders performances. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

For specific submission requirements, Bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the Bid response and those other submissions that should be submitted with the Bid response, but which do not become mandatory until requested during the Bid evaluation period.

*Updated Procurement Contract Analyst.

SPECIAL CONTRACT TERMS AND CONDITIONS

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship*.

E.D.G.E CERTIFICATION: The Office of State Purchasing has identified those Contractors who were E.D.G.E. certified at the time of award of the Contract. It is possible that a Contractor's certification status may change during the term of the Contract. Agencies should refer to the Equal Opportunity Division website at <http://www.das.ohio.gov/eod/mbesearch/edgeindex.asp> to verify E.D.G.E. Certification status of the Contractor.

*Updated Procurement Contract Analyst.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE OF WORK

The Department of Administrative Services, Office of Procurement Services, is requesting Bids for the following service: Pickup of computers and related equipment, removal of sensitive information and delivery to State and Federal Surplus Property (S/FSP) or other locations. The Contractor shall furnish all labor, materials, equipment, and resources necessary to accomplish the services described herein.

II. CONTRACTOR REQUIREMENTS

A. Pickup excess equipment.

1. The Contractor will be notified by a State agency of the need to pickup equipment.
2. The notification will be made by e-mail and will include:
 - a. The address for pickup.
 - b. A contact name and phone number of the agency representative.
 - c. The quantity and type of equipment, which may include but is not limited to the following: personal computers (to include: keyboard and mouse), computer servers, computer monitors, computer printers, computer routers, fax machines, and copy machines.
 - d. Any special instructions for pickup.
 - e. Any other services requested.
3. The Contractor must confirm the scheduled pickup with the State by phone or email within 24 hours of the scheduled pickup time.
4. The Contractor may be requested to pickup equipment from multiple locations within a building or a campus.
5. The Contractor must pickup the equipment within ten (10) calendar days of the notification or on the date identified in the pickup request.
6. At the time of pickup, the agency shall provide the Contractor with either a State Surplus Document, Form # ADM3672 (Attachment A) or a Capital Asset Control Sheet Form # JFS00869 (Attachment B). *Attachment B is for Redeployed equipment which can be sent either to the Job and Family Services (JFS) Warehouse at 2000 Toronado Blvd, Suite C, Columbus, OH 43207; or exchanged at the originating JFS agencies location. JFS agency only will determine which form to complete, however, either form will serve as an itemized receipt. The agency representative and the Contractor's representative will both sign either form to acknowledge release of the equipment.
7. The Contractor is responsible for preparing all equipment for transport to the Contractor's facility for screening and to the specified agency location when the work is completed.
8. The Contractor shall provide adequate security while the equipment is in their possession. The Contractor shall be responsible for all losses that may occur as a result of the Contractor's failure to provide adequate security.
9. Exhibit A lists all of the cities where pick ups were performed during 2006. It identifies the number of trips made and the total amount of units picked up.

B. Prepare equipment.

1. Remove all physical "State Asset Tags" and "Property of" tags from equipment. The Contractor shall forward all asset tags back to the originating state agency attached to a piece of white copy paper.
2. At any given time, the State needs to be able to locate each piece of equipment that has a serial number. The Contractor must supply an internal tracking system using barcodes that accomplishes this goal. Prior to award, the State may require a site visit to ensure that such a system is in place.

* Updated information regarding form usage.

SPECIFICATIONS AND REQUIREMENTS

- C. Diagnose equipment to determine if equipment is in working condition.
1. Power up equipment to determine if the equipment works.
 2. Determine if any hardware or memory is missing.
 3. Document the following information for each piece of equipment.
 - a. For PC's and servers the documentation must include a detailed description of the following components.
 1. Manufacturer
 2. Model number
 3. Serial Number
 4. Processor
 5. Disk drive
 6. CD drive
 7. DVD drive
 8. Memory
 9. Cache memory
 10. Sound card
 11. Network card
 12. Video card
 13. PC, keyboard, mouse, and speakers function
 14. Brief description, to include, if the equipment works.
 - b. For all other equipment, the documentation must include:
 1. Manufacturer
 2. Model Number
 3. Serial Number (if applicable)
 4. Brief description, to include, if the equipment works.
- D. Disk drive wiping (sanitizing).
1. The Contractor must have the disk drives completely over written at a minimum of three times in compliance with the Department of Defense Standard DOD5220.22-M.
 2. All non-functioning units must have the hard drives removed and physically destroyed by the on-site shredding machine and then recycled.
 3. Any backup tapes or hard drives that were picked up must also be physically destroyed by the on-site shredder machine and then recycled.
- E. Delivery of equipment
- All equipment will be redeployed, sent to S/SFS or shredded and recycled.
1. *Only JFS redeployed equipment can be sent either to the Job and Family Services (JFS) Warehouse at 2000 Toronado Blvd, Suite C, Columbus, Ohio 43207, or exchanged at the originating agencies location. This determination will be made by the agency during the initial contact with the Contractor. An exchange means that the Contractor picks up the equipment and replaces it with another previously sanitized unit. To accomplish this, the Contractor is mandated to keep a perpetual inventory of 250 to 300 functioning, sanitized units in stock at their warehouse. These units will be supplied by JFS.

*Clarified this to mean JFS.

SPECIFICATIONS AND REQUIREMENTS

2. Equipment for S/FSP should be sent to State and Federal Surplus Property, 4200 Surface Road, Columbus, Ohio 43228-1395.
 - a. Equipment must be delivered to S/FSP no later than fourteen (14) days after it has been picked up from the State agency.
 - b. Pallets of CPU's should be shrink-wrapped and have no more than 36 to 40 CPU's per pallet.
 - c. Monitors should be shrink-wrapped no more than three (3) layers high with stiff cardboard or something to separate layers.
 - d. Contractor should call twenty four hours in advance to coordinate receiving.
3. Equipment to be shredded and recycled should have proper documentation, explicitly showing the chain of custody. A functioning shredder machine capable of shredding into two inch pieces must be located at the Contractor's facility.
4. All shredded pieces are to be recycled. Prior to award, the State may require documentation of the recycling plan.

F. Documentation

1. For each individual transaction, at the time of the transaction, the following paperwork must be given by the Contractor to the agency:
 - a. Invoice for that transaction
 - b. Completed State Surplus Document Form # ADM3672 (Attachment A) or; Capital Asset Control Sheet Form # JFS00869 (Attachment B) for JFS only*.
2. A spread sheet must be available to all user agencies listing :
 - a. The date equipment was picked up
 - b. Location it was picked up from (including County)
 - c. Agency tag number
 - d. Serial number
 - e. Model number
 - f. Manufacturer name
 - g. Description of equipment

G. Special Requests

1. The Contractor must be flexible to special requests made by individual agencies. Some requests will require much shorter lead times.
2. Upon completion/termination of this ensuing contract, the contractor must be flexible in the possible transition of this contract to another contractor. All records, data and warehoused computers will need to be transferred to the winner bidder.

III. BIDDER QUALIFICATIONS

- A. The Bidder must have two (2) years experience in successfully removing sensitive information from equipment.
- B. The Bidder must provide at least two (2) references of the companies or organizations where they have performed the same or similar services within the last two (2) years. References must include: 1) Company/organization name, 2) Name and telephone number of the contact person in that company/organization, 3) A brief description of the service performed, 4) Duration and dollar value of the contract.
- C. The Bidder must have \$5 million of pollution insurance and \$2 million in errors and omissions coverage from an AAA rated carrier.
- D. The Bidder must have a developed tracking system capable of locating any piece of equipment at any given time.
- E. The Bidder must have storage space available to stock 250 to 300 functioning, sanitized units for redeployment.
- F. The Bidder must be able to recycle all of the equipment after it has been shredded on site.

PRICE SCHEDULE

DESCRIPTION OF EQUIPMENT	OAKS ITEM ID NO.	All services including pickup, testing, sanitizing and delivery PRICE PER UNIT	
Personal Computer (including keyboard and mouse)	9398	\$15.34	*
Server	10521	\$15.34	*
Computer Monitors	10524	\$9.58	*
Computer Printers	10525	\$14.38	*
Computer Routers including switches and hubs, and all other communication equipment	10527	\$9.58	*
FAX Machines	10528	\$15.34	*
Copy Machines	10529	\$15.34	*
Equipment Not Otherwise Listed	10530	\$15.34	*

DESCRIPTION OF EQUIPMENT	OAKS ITEM ID NO.	Pickup, destruction and recycling services only PRICE PER UNIT	
Hard Drives and Tapes	10531	\$.94	*

Bidder must submit a breakdown of cost below. These figures will be used in any future considerations of price increases. Failure to provide this information may result in your Bid being deemed not responsive and no further consideration will be given to your Bid.

PRICE ALLOCATION

LABOR	FUEL	EQUIPMENT	MISCELLANEOUS	TOTAL (Must equal 100%)
35%	35%	15%	15%	100%

* Price decrease effective for all purchase orders issued on or after August 1, 2010

CONTRACTOR INDEX

CONTRACTOR, TERMS:

BID CONTRACT NO.: OT902808-1 (07/31/10)*



OAKS Item ID # 69556

Tech Disposal
320 Outerbelt Street
Columbus, Ohio 43213

TERMS: Net 30 days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Sepehr Rajaie

E-mail address: SRI@techdisposal.com

Toll Free: (877) 770-8324
Telephone: (614) 755-5100
FAX: (614) 755-5820

IT CONTRACTOR'S CONTACT: Neal Kaffen

Telephone: (614) 755-5124

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

E-mail address: mprifogle@techdisposal.com

*Contract renewed effective 08/01/09-07/31/10.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	08/01/10	To notify of contract renewal effective August 1, 2010 through January 31, 2011 and to notify of price decreases effective for all purchase orders issued on or after August 1, 2010
1	08/01/09	Renewed Contract effective 08/01/09-07/31/10.