

INVITATION TO BID

Issuing Agency	Henry County Board of Commissioners Purchasing Department 140 Henry Parkway, Room 209 McDonough, Georgia 30253 Phone: 770-288-6027 Fax: 770-288-6047
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Issue Date	June 18, 2010
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Buyer	June Goodwin
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Bid Number	SB-11-04-070810-3
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Bid Closing Date	July 8, 2010
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Bid Closing Time	3:00 PM
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Commodity	E-Ticketing Hardware
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INVITATION TO BID
(SB-11-04-070810-3)

Henry County Board of Commissioners is accepting bids to furnish and install E-Ticketing Hardware. The Contractor shall provide all materials and services necessary in the performance of this Invitation to Bid.

Bids will be received by Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway Room 209, McDonough, Georgia 30253 until 3:00 PM local time on July 8, 2010. Late bids will not be considered nor returned.

Bids may be submitted by mail, common carrier, or delivered in person. Fax or e-mail bids are not acceptable. All bids must be received by the Purchasing Department on or prior to the date and time specified. Bids will be opened at the County Administration Building by staff personnel. Bidders and their agents are invited to attend.

Bidding documents are available from Henry County Purchasing Department; contact June Goodwin phone 770-288-6027, fax 770-770-288-6047 or e-mail jgoodwin@co.henry.ga.us .

Documents are also available for inspection and download at the County website: www.co.henry.ga.us >quick access >purchasing bids.

Bids may not be withdrawn for sixty (60) days after the time and date set for bid opening, except as allowed by OCGA. Henry County reserves the right to reject any and all bids and to waive any technicalities.

1. PURPOSE

- 1.1 The intent of this invitation is to obtain competitive sealed bids from qualified vendors to furnish and install E-Ticketing Hardware. The Contractor shall furnish all materials and services required to fulfill the terms and conditions of this Invitation to Bid.

2. SUBMISSION OF BIDS

- 2.1 Sealed bids will be received by the Henry County Board of Commissioners until 3:00PM local time on July 8, 2010. Late bids will not be considered nor returned.

- 2.2 Each bidder must use the attached bid forms for submitting his bid. Bidder must show unit price for each item for which a bid is submitted. By executing the Supply Service Contract, the bidder acknowledges that he has read and understands this invitation and agrees to be bound by its terms and conditions.

- 2.3 The County may revise the bid documents by issuing a written addendum prior to the bid opening. Acknowledgement of receipt of an addendum should be returned prior to the time set for receipt of the bids/proposals or accompany them. Failure to bid or propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the County may postpone an opening in order to notify vendors to give them sufficient time to respond to the addendum. Any change which is not issued through the Purchasing Department as a written addendum shall not be binding upon the County.

- 2.4 The following forms shall be returned with vendor's bid:

- SUPPLY SERVICE CONTRACT, with corporate seal duly impressed, if applicable
- FINANCIAL PROPOSAL FORM
- ITEM PRICE SCHEDULE
- CONTRACTOR AFFIDAVIT AND AGREEMENT
- SUBCONTRACTOR AFFIDAVIT

- 2.5 Unless otherwise specified, only one (1) copy of the bid forms need be submitted and this copy must be typewritten or printed in ink. Any changes or corrections must be initialed by the person signing the bid documents.

- 2.6 *Bids must be returned to Henry County Board of Commissioners, Purchasing Department, 140 Henry Parkway, Room 209, McDonough, Georgia 30253. The bid/proposal should be in a separate envelope or package, sealed and marked for “SEALED BID NO. SB-11-04-070810-3”.*

- 2.7 Bids may be submitted by mail, common carrier, or delivered in person. Fax or electronic (e-mail) bids are not acceptable. All bids must be received by the Purchasing Department on or prior to the date and time specified.

- 2.8 *The Purchasing Department shall not be responsible for bids which are not properly addressed or directed to any other department. Bids which are not received in the Purchasing Department by the time and date specified shall be considered late and shall not be considered for award.*

- 2.9 Bidders are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.
- 2.10A bid/proposal may be withdrawn prior to the date and time specified for bid/proposal submission with a formal written notice by an authorized representative of the vendor. Bids/proposals may not be withdrawn after the time and date set for bid opening, except as allowed by OCGA, but shall remain open for acceptance for a period of sixty (60) days following that time.
- 2.11 If you are not submitting a bid in response to this Invitation, please return the Financial Proposal Form in order to remain on our active bidder’s file.
- 2.12 After closing, all bids become property of the County and shall not be returned to the vendor(s).
- 2.13 Henry County shall not be responsible for any expenses incurred by any vendor in the development and/or preparation of a response to this ITB, including any interviews, presentations or supplemental information provided, submitted or given to Henry County or its representatives.

3. DEVIATIONS FROM SPECIFICATIONS

- 3.1 Unless otherwise specified, the items in this Invitation to Bid have been identified, described, and referenced by a “brand name” or trade name/mark that is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified in the bid and are determined by the County to meet its needs in all respects. It shall be the responsibility of the bidder(s), including the bidder whose product is referenced, to indicate the brand name and model or series number of the product offered. The County may require specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. The County reserves the right to request product demonstrations and/or samples from any bidders prior to bid award. Failure to provide the requested data or product demonstrations and/or samples may be considered valid justification for rejection of bid.

4. PRICING

- 4.1 All prices shall be F. O. B. destination, our location, and shall include all charges (shipping, handling, processing, etc.) that may be incurred in fulfilling the terms of this Invitation to Bid.
- 4.2 Prices submitted herein shall remain firm, regardless of changes that may occur as a result of manufacturer/production changes, factory shutdowns, delivery schedules, inflation in price of materials and labor, etc.

5. ALTERNATIVES

- 5.1 N/A.

6. INTERPRETATION OF BID

- 6.1 All inquiries regarding bidding procedures should be directed to: June Goodwin, Purchasing Department, phone 770-288-6027, fax 770-288-6047 or e-mail jgoodwin@co.henry.ga.us
- 6.2 Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.
- 6.3 Unauthorized contact with members of the Henry County Board of Commissioners, county employees or county representatives by a vendor or a vendor's representative concerning this ITB is prohibited and may result in the disqualification of the vendor.
- 6.4 No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

7. ORDER OF PRECEDENCE

- 7.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this Invitation shall take precedence over the General Conditions and Instructions to Bidders included herein.

8. AWARD

- 8.1 Henry County reserves the right to reject any and all bids/proposals submitted in response to any solicitation document, to reject any portion thereof, to waive any technicalities, minor irregularities or administrative requirement and, unless otherwise specified by the bidder, to accept any item in the bid/proposal.
- 8.2 In case of error in the extension of prices in the bid, the unit price shall govern.
- 8.3 Where time is of the essence, the best delivery date offered will be taken under consideration in awarding this order.
- 8.4 The County prefers to make a single award for all of the items listed. However, separate awards may be made by group or by line item if it appears to be in the best interest of the County to do so.
- 8.5 Henry County is exempt from excise taxes, including transportation and sales tax. Any applicable taxes otherwise imposed by a governmental body must be shown as a separate item.
- 8.6 It is agreed by the parties hereto that delivery by the supplier to the common carrier does NOT constitute delivery to the County or any political subdivision or department thereof. It is agreed that the County accepts title only when received regardless of F.O.B. point.

8.7 LOCAL VENDOR PRIVILEGE.

- (a) There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore, be given special consideration when bidding against out of jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the lowest bid received from the out-of-county vendor within the time specified by the County, the bid shall be awarded to the local vendor.
- (b) A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - i. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - ii. The business or supplier must have a current Occupational Tax Certificate; and
 - iii. The business or supplier must have paid all real and personal taxes owed the County; and
 - iv. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- (c) This policy shall not apply to any bid or proposal for material, equipment or services in excess of \$100,000.00. In such cases, the bid shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

9. PURCHASE ORDER

- 9.1 A purchase order for the item(s) listed in this Invitation to Bid will be issued shortly after contract award and will become an integral part of the resulting contract.
- 9.2 The purchase order does not supercede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modifications thereto.

10. DELIVERY POINT

- 10.1 All items shall be delivered as specified on the purchase order, McDonough, Georgia 30253. All deliveries shall be made between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding holidays.

11. TIME OF PERFORMANCE

- 11.1 The delivery time required to provide the item (s) as specified in this Invitation to Bid, after receipt of order, must be stated in days in the appropriate space on the Financial Response Form. This delivery time must be all inclusive of the time required to receive the major components and any other requirements necessary to provide the item(s) as specified in this document. Conditional bids are subject to rejection in whole or part. Bidders are cautioned that failure to indicate a delivery time as stated above shall be cause for rejection of the bid.

12. CONTRACT ADMINISTRATION

- 12.1 In the event a contract is executed with your firm as a result of this Invitation to Bid, indicate the person(s) we may contact for prompt contract administration in the space provided on the Financial Response Form.

13. LISTING OF EXCEPTIONS

- 13.1 All exceptions to contract specifications and reference documents contained in, or attached to, this ITB must be itemized in the vendor's response to the ITB. Details concerning the exception must be clearly explained. Each exception will be analyzed and considered by the County as to the degree of impact and total effect on the bid and/or completed project.
- 13.2 The County assumes that silence to exception indicates that the product(s) will comply with specifications contained in, or attached to, this ITB. Should the product(s) not comply, and the exception is not indicated and accepted by the County, then the product(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the product(s) not comply, and an exception not taken, the Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

14. COMPLETION OF PERFORMANCE

- 14.1 Bidder agrees to complete performance of the contract within the delivery schedule, after receipt of the purchase order, unless the completion date is extended as provided for in Paragraph 15 below.
- 14.2 After award, if the successful vendor refuses or fails to make deliveries of the materials within the times specified in the Invitation to Bid, Purchase Order or Contract, Henry County may, by written notice, terminate the Purchase Order or Contract; the County reserves the right to award the Contract or Purchase Order to the next most qualified vendor/firm.
- 14.3 The vendor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this ITB and resulting Contract.

15. DELAYS BEYOND CONTROL OF CONTRACTOR

- 15.1 In the event that completion of the contract shall be delayed because of any labor strike or work stoppage, injunction, or interference of any public authority, or by reason of any cause or circumstances beyond the control of the Contractor and for which he could not have taken reasonable precaution, the completion date may be extended as shall be determined in each instance at the discretion of the County.
- 15.2 However, the granting of any such extension(s) shall not be considered as a waiver of the requirement of timely completion or deemed to affect the importance of timely completion.
- 15.3 Notice of Delays: Whenever the Contractor receives notice or obtains knowledge of any event or condition which will delay, or is likely to delay, the completion of his performance under this contract beyond the specified completion date, he shall notify County Purchasing in writing within fifteen (15) calendar days after receiving such notice or obtaining such knowledge of the nature of the delay and its estimated duration; otherwise, the Contractor shall not be entitled to any extensions of the completion date.

16. ADDITIONAL QUANTITIES

- 16.1 By mutual agreement with the Contractor, the County may purchase additional quantities of like description at the same price(s), terms, and conditions. Such additional purchase(s) shall be affected within one hundred and eighty (180) days from the date of contract award.

17. WARRANTY

- 17.1 Unless specified otherwise, all items/services proposed are to be as a minimum, but not necessarily limited to, new, current production and untitled prior to shipping or installation. All equipment delivered shall be completely assembled and adjusted for immediate operation.
- 17.2 The warranty period shall be for one (1) year minimum from the date of final acceptance by the Owner. If the manufacturer's standard warranty is for a period longer than one (1) year, this extended warranty shall be made available to the Owner at no additional charge.
- 17.3 The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

18. NEWS RELEASES BY VENDORS

- 18.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County.

19. NON-COLLUSION

- 19.1 By signing the Supply Service Contract, vendor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Bidder understands that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damage awards.

20. INDEMNIFICATION / HOLD HARMLESS

- 20.1 The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- 20.2 The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

21. CONFLICT OF INTEREST

- 21.1 By signing the Supply Service Agreement form, I certify that employees of this company or employees of any company furnishing material or subcontracting to do work on this Contract shall not engage in business ventures with employees of Henry County; nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Henry County.
- 21.2 Further, no employee of Henry County shall be financially interested or have any personal beneficial interest either directly, indirectly or through any family connections in the purchase or contract for any materials, equipment or supplies, nor in any such firm, corporation, partnership or association furnishing any such supplies, materials or equipment to Henry County.

22. DRUG-FREE WORKPLACE CERTIFICATION

- 22.1 By signing the Supply Service Contract form, I certify that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:
- A. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
 - B. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's

employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.

- C. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- D. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

23. SHIPPING DAMAGE

- 23.1 The County shall not accept or pay for damaged goods/materials. The contractor shall file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The County will provide the contractor with written notice when damaged goods/materials are received. The County will deduct the cost of the damaged goods/materials from the invoice prior to payment. The contractor must fill all claims against the carrier(s) for reimbursement of the loss.

24. OWNERSHIP OF DOCUMENTS

- 24.1 Reports and all relevant data such as maps, diagrams, plans and specifications, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the Services required by this Contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon request or upon completion of the Project except that Contractor shall have the right to retain copies of the same.

25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- 25.1 Henry County is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by Henry County at any time. Contractor shall be required to provide copies to Henry County upon request.

Failure to comply with these rules will result in the rejection of the bid and/or termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

26. SCOPE/SPECIFICATIONS

- 26.1 Vendor shall furnish all materials, tools, equipment and services required for the purchase and installation of E-Ticketing Hardware for the Henry County Police Department's hand held e-ticket devices; per the attached "Item Price Schedule".

FINANCIAL PROPOSAL

(BID NO. SB-11-04-070810-3)

Vendor shall furnish all materials, tools, equipment and services required for the purchase and installation of E-Ticketing Hardware; Complete per Bid Specifications.

Total Bid Amount: _____

Guaranteed Delivery: _____ calendar days after receipt of order.

Payment Terms: _____

Vendor (Firm) Name _____

Person Authorized To Sign For Vendor _____
(print name)

(signature)

Title _____

Email: _____

Vendor Contract Administrator _____
(print name)

RETURN THIS FORM IN SEALED ENVELOPE MARKED "SEALED BID NO. SB-11-04-070810-3"

SUPPLY/SERVICE CONTRACT

BID NUMBERSB-11-04-070810-3
3:00PM**COMMODITY**

E-Ticketing Hardware

BID CLOSING DATE/TIME

July 8, 2010/

ISSUE DATE

June 18, 2010

DEPARTMENT

BOC/ Technology Services

CONTRACT ADMINISTRATOR

Assigned After Award

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the Henry County Board of Commissioners, Henry County, Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Henry County, Georgia.

It is understood and agreed that we have read the County's specifications shown or referenced herein and this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such County specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

NAME AND ADDRESS OF FIRM:

Telephone No.: _____

Fax Number: _____

E-mail: _____

Federal Identification No.: _____

State of Georgia Reg. No.: _____

(If applicable)

CHECK ONE: INDIVIDUAL _____

PARTNERSHIP _____

CORPORATION _____

State in which incorporated

Vendor Legally Authorized Signature _____

Date _____

(Impress
Corporate
Seal Here)Print Name and Title

ACCEPTANCE AGREEMENT – Henry County, Georgia

(This is not an order)

CONTRACT NUMBER: _____

DATE: _____

Accepted as to Items (s) Indicated:

Chairman, Board of Commissioners

Date

RETURN THIS FORM IN SEALED ENVELOPE MARKED "SEALED BID NO. SB-11-04-070810-3"
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation that is contracting with Henry County, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Henry County, Georgia, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to Henry County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE ____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

RETURN THIS FORM IN SEALED ENVELOPE MARKED “SEALED BID NO. SB-11-04-070810-3”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Henry County, Georgia, has registered with and is participating in a federal work authorization program* [or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

Notary Public
My Commission Expires:

*As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

RETURN THIS FORM IN SEALED ENVELOPE MARKED “SEALED BID NO. SB-11-04-070810-3”