Modification #4, Extension #2 - January 5, 2017

Recycling Electronics (Surplus)

Duration: February 1, 2017 – January 31, 2019

Pro Computers & Consulting Procurement Mgr. I: Lynn Crawford 6532 Manchester Avenue (T): 314-622-4716

6532 Manchester Avenue (T): 314-622-4716 St. Louis, MO 63139 (F): 314-622-4141

(E): <u>crawfordl@stlouis-mo.gov</u>

Document #: 62037; Bond: None Cooperative Procurement: Yes

Contact: Vladimir Kolev (T): 314-761-6234

(E): <u>pccvld@yahoo.com</u> EPI

Payment Terms: Net 30

Tax Check: 12/29/16 EPLS Check: 10/13/16 DUNS #: 01-683-1395

DISPOSAL OF SURPLUS ELECTRONICS & COMPUTER EQUIPMENT CHARGES TO ST. LOUIS CITY

<u>Departments will be invoiced for services under this contract.</u>

Handling, Processing/Discovery Fee (See 1.4 & 1.6) This is a required step in the process so that City will not be liable in potential lawsuits by EPA (Environmental Protection Agency) if any items previously owned by the City are found in landfills.	\$ <u>.15</u> /per lb
Demanufacturing – Recycling (See 1.10)	\$ <u>.15</u> /per lb. weight received
This is a required step in the process.	
Toner Cartridge Removal	<u>No Charge</u> /each
Audit Fee	No Charge/per asset
Freight	No Charge/F.O.B

REVENUE TO ST. LOUIS CITY

Integrated Circuits	51% of the net resale
Reusuable Electronics	51% of the net resale

	Fee Charged to City	Offer to Pay City
	(per unit)	(per unit)
COMPUTERS & PERIPHERALS	[T
CABLES	No Charge	No Pay
MONITORS	\$.20 per lb	\$6.00 per unit
CPU	\$.15 per lb	\$10.00 per unit
LAPTOPS, NOTEBOOKS	\$.10 per lb	\$76.00 per unit
CD, CDRW DRIVES	No Charge	No Pay
HARD DRIVES	No Charge	No Pay
ZIP, DVD, FLOPPY DRIVES	No Charge	No Pay
SCANNERS	No Charge	\$5.00 per unit
PRINTERS	No Charge	\$5.00 per unit
SPEAKERS	No Charge	No Pay
ALL-IN-ONE COMPUTER W/MONITOR	No Charge	\$11.00 per unit
OFFICE EQUIPMENT		
TYPEWRITERS/WORD PROCESSORS	No Charge	\$1.00
POSTAGE MACHINES	No Charge	No Pay
FAX MACHINES	No Charge	\$5.00
MULTIFUNCTION MACHINES	No Charge	\$6.00
ADDING MACHINES	No Charge	No Pay
COPIERS	No Charge	\$30.00
COMMUNICATION EQUIPMENT		
MOBILE RADIOS	No Charge	No Pay
CELLULAR PHONES	No Charge	No Pay
CORDED PHONES	No Charge	No Pay
CORDLESS PHONES	No Charge	No Pay
ANSWERING MACHINES	No Charge	No Pay
PAGERS	No Charge	No Pay
MISCELLANEOUS	-	
VCR'S	No Charge	No Pay
POCKET PC'S	No Charge	No Pay
DATA CARTRIDGES	No Charge	No Pay
BATTERY BACK-UPS	No Charge	\$6.00
DIGITAL CAMERAS	No Charge	\$10.00
SERVERS	No Charge	\$25.00
ROUTERS	No Charge	\$10.00
TELEVISIONS	No Charge	No Pay
OTHER SERVICES		,
PALLETIZING & PICK-UP	\$20.00 (No Charge for 20+	No Pay
	items)	
DATA SECURITY = SecureTrack (see 1.8) This is an optional service to destroy hard drive via	\$4.00 per drive	No Pay
shredding or 3 pass DoD wipe or cleansed.		
PRODUCT TRACKING	No Charge	No Pay

1. SCOPE OF WORK

- 1.1 St. Louis City Government (City) will dispose of "Electronics" and "Computer Equipment" as defined in these specifications via **Pro Computers & Consulting (PCC)** referred to as "vendor". All City departments and sites, located within the boundaries of St. Louis City, may have the need to dispose of equipment including St. Louis Lambert Airport.
- 1.2 While the City intends to proceed with the process, the City does not guarantee that it will contract for any, or all intended services described in these specifications.
- 1.3 All pickup sites will be in the City of St. Louis and Lambert Airport.
- 1.4 The City's policy is to dispose of its surplus "computer equipment" in an environmentally sound manner, and to comply with all applicable laws, including but not limited to HIPPA, Missouri's Department of Natural Resources (DNR), The Resource Conservation and Recovery Act (RCRA) and EPA guidelines.
- 1.5 Pro Computer and Consulting (PCC) is to take ownership of the equipment being disposed of, and provide the City a serialized inventory.
- Pro Computer and Consulting (PCC) will arrange for pick up of equipment. In case there are 20 or more items there will be no charge to the City. The City will contact a PCC employee at 314-761-6234 or by e-mail pccvld@yahoo.com in order to schedule a pick up. PCC will pickup all equipment in 48 hours after the contact is made under all normal working conditions. All equipment will be serialized and recorded upon receiving for tracking. After all the components are recorded, an e-mail will be sent that will describe the equipment. If the equipment contains hard drives or other media that is requested to be overwritten or destroyed it is separated during the initial discovery and tagged for tracking. The serial numbers of the hard drives and media will be available upon request. If the equipment received contains resalable equipment it will be separated, tagged and the list e-mailed to the City. All other equipment is demanufactured and recycled under zero landfill policy. During normal condition turnaround time of settlement is 30 days.
- 1.7 Pro Computers and Consulting (PCC) will accept all electronic, electric, IT, Monitors, TV's, telecommunication and office items, appliances (except refrigeration units). If needed PCC will package and palatalize the received equipment. PCC currently owns a box truck (lift gate, dock size) and a pick up truck. Minimum of 20 pieces per location to pick up without charge.
- 1.8 When requested, PCC will use a secure track program (Department of Defense Quality) to eradicate data. Hard drive physical destruction is available upon request.
- 1.9 PCC will take ownership and full responsibility of the equipment received.
- 1.10 PCC will provide a Certificate of Recycling with each settlement including all available serial numbers giving the City indemnification against any mishandling of the equipment.
- 1.11 PCC will do everything possible to remarket all qualified items. Any items that have a market value will be refurbished and available for resale. All other items are stripped down to basic components and recycled separately to obtain highest possible value.

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- 1.12 PCC is registered with the Department of Natural Resources (DNR) #043524 and the Federal Government's Environmental Protection Agency (EPA) #MOR000533414.
- 1.13 PCC does not use subcontractors.
- 1.14 PCC will e-mail reports at the end of each month. Hard copies are available upon request.

2. FINANCIAL MANAGEMENT (BILLING & ADMINISTRATIVE)

- 2.1 At the end of each month PCC will provide a complete report including all profits accrued on behalf of the City. Included will also be a check of the full owed amount. There will be an invoice including all charges to the City. PCC's billing is extremely flexible and we will make necessary arrangements to satisfy both sides.
- 2.2 PCC will bill per location, per pickup or per department.

3. <u>DEFINITION OF COMPUTER EQUIPMENT & ELECTRONICS</u>

3.1 Under this contract, Computer Equipment & Electronics is defined as follows:

Personal Computers, Laptops, Tablets, Personal Data Assistants (Pocket PC's, Palm Pilots, etc.), Network Servers, Computer Monitors, Printers, Plotters, Imaging Equipment (FAX, Scanners, etc) Storage Equipment, Network Equipment (Switches, Routers, Network Interface Cards, etc.), and Telecommunications Equipment (Telephones, Cell Phones, PBX's, Modems, etc.) Copiers.

4. TERM OF CONTRACT

- 4.1 The contract term will be for four (4) years from date of award by the City. Prices and fees shall be firm for the first year of the contract term. At St. Louis City's Option, the contract may be renewed for three (3) additional years.
- 4.2 St. Louis City may terminate this contract at any time, by giving written notice to the contractor of intent to do so, thirty (30) days prior to intended termination date.
- 4.3 PCC has the right to terminate contract at anytime following a ninety (90) day written notice to the City.

5. **INSURANCE REQUIREMENTS**

PCC agrees to carry insurance coverage during the period of this contract and shall provide St. Louis City Government, Supply Division, with certificates of insurance on all required coverage on an ongoing basis.

- 1. **WORKER'S COMPENSATION:** As required by the law of the State of Missouri Statutory Limits, including Employer's Liability.
- 2. COMMERCIAL GENERAL LIABILITY: Maintain a standard ISO version Commercial General Liability policy form, or its equivalent, providing limits of not less than \$2,000,000.00 per occurrence to include Bodily Injury, Property Damage, Premise, Operations, Independent Contractor, Product Completed Operations, Personal Injury and Liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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The general aggregate limit shall apply separately to this project/location, or the general aggregate shall be **twice** the required occurrence limit.

- 3. <u>BUSINESS AUTOMOBILE LIABILITY:</u> Maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Limits of not less than <u>\$2,000,000.00</u> per occurrence for Bodily Injury and Property Damage claims that may arise during the term of this agreement.
- 4. **POLLUTION LEGAL LIABILITY:** PCC has a letter from the State of Missouri's Department of Natural Resources (DNR) explaining they are not required to carry Pollution Liability Insurance.
- 5. **WAIVER OF SUBROGATION:** PCC and their insurer shall agree to waive all rights of recovery/subrogation where permitted by law against the City, its elected and appointed officials, and employees, for losses arising from work performed under this contract. Furthermore, PCC agrees to defend, indemnify and hold harmless, the City, its elected and appointed officials, employees and volunteers from all liability arising out of this contract, except that arising out of the sole negligence of the City.
- 6. St. Louis City shall be named as an Additional Insured under the Commercial Liability and Pollution Legal Liability policy.

6. LIVING WAGE

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE COMPLIANCE PROVISIONS: This contract is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, if the value is \$50,000 or greater.

Quarterly Reports: Vendor shall provide reports by January, April, July and October 15th of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

Note: Payments hereunder are subject to annual appropriation.

Subletting: Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without the approval of the City.

Price Escalation: Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase **forty-five (45)** days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever total more than 5% in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: <u>Supply Commissioner</u>, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103.

If the Supply Commissioner approves the increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

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Termination: The City of St. Louis Missouri reserves the right to cancel this contract by giving 30 days written notice at the Contractor's regular mailing address.

Carol L. Shepard, CPA Supply Commissioner



Pro Computers and Consulting ● 6532 Manchester Ave ● Saint Louis, MO, 63139 ● (314)761-6234

CITY OF ST LOUIS REQUEST FOR PICK-UP DOCUMENT (All Technology Gear is accepted)

Please complete the entire form for use by Pro Computers and Consulting in scheduling your pick-up. The form

	ate and Time:	Date	: Time:		
Up Location:					
Company: Department: Address: City, State Z Fund Numbe	ip ,	Louis	Contac	ct Info: Contact Name: Phone Number: Email Address:	
o If so		ith shrink-wrap on pa llets?	allets?	Choose Choose	
Will an insurance o If yo Buil Con	document be res, provide the ding Owner: tact Name:	eeded for building ow building owner name		Choose	
Are Is tl	red for packing es, answer the there any steps he equipment c	following 3 questions: s to traverse? onsolidated in one are		Choose Choose	
	ot, how many d antities of items	to be picked up:			
Item Types	Qty of each	Item Types	Qty of each	Item Types	Qty of each
Desktop PCs		Comm. Router	C 2,	Desk Phones	
Laptop PCs		Comm. Switch		Mobile Phones	
Servers		Power Supply		Printers	
JCI VCI 3		LCD Projectors		Scanners	
Monitor CRT		PDA		Fax Machines	
		PDA		Tax Machines	
Monitor CRT	listed above:	PDA		T dx Machines	

mail to 6532 Manchester Ave. Saint Louis MO 63139