

CONTRACT AWARD

Date of Award: December 31, 2013
Contract ID: 0000000000000000000038882
Event ID: EVT0002563
Replace Contract: New

Procurement Officer: Constance S Hatch
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Item: Recycling - Electronic Waste
Agency/Business Unit: Statewide – Optional Use
Period of Contract: January 01, 2014 through December 31, 2018

Contractor: VINTAGE TECH LLC
1105 WINDHAM PKWY
ROMEDEVILLE, IL 60446

Vendor ID: 0000445983
FEIN: 45-3611991
Contact Person: Brendan Wittry, Account Manager
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Toll Free Telephone: NA
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Payment Terms: Net 30
Political Subdivisions: Contract is available to the political subdivisions of the State of Kansas.
Procurement Cards: NA
Administrative Fee: NA

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

1. Specifications

2.1 SCOPE: This contract provides for recycling services for electronics which are surplus, obsolete, unused or unwanted and end-of-life electronic equipment that has value either by reuse or recovery of materials through recycling. See Section 2.2, Covered Electronics.

The contract shall be available for use by State of Kansas (SOK) agencies. The State of Kansas also requires that the contract be available to political subdivisions in the State of Kansas, such as cities, counties, school districts, etc. The contract shall also be available to select non-profit groups which operate under the authority of local solid waste planning committees. The non-profit group operating as a collector shall contact the Bureau of Waste Management for determination that they are exempt from permit requirements prior to utilizing this recycling contract and meet all the requirements of participation of the contract. The Bureau of Waste Management of the Kansas Department of Health and Environment reserves the right to recommend to the Department of Administration the cancellation of participation by these select non-profits as described within 60 days.

State Surplus Property (SSP), located in Topeka, KS, handles electronic recycling for Shawnee County-based State of Kansas agencies only. SSP remains exempt from this contract but may choose to utilize same.

There is no usage data and no indication of how well this contract will be utilized at the time of contract signing by eligible end users. There shall be no guarantee of quantity or quality of electronics or the number of pick-ups or deliveries.

Recycling collection can occur two ways under this contract: The Contractor will come to a specific location (subject to minimum quantity requirements); or an end user may choose to deliver electronic waste to the Contractor's physical location in Riverside Missouri.

Contractor shall maintain at least one of these certifications: Basal Action Network (E-Stewards), Responsible Recycling (R2), Institute of Scrap Recycling (ISRI) Rios/R2 and ISO 14001 or all. Contractor shall maintain certification for the life of the contract.

Contractor shall maintain liability insurance at the following levels:

- Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate;
- Pollution Liability Insurance: \$5,000,000 per occurrence and \$10,000,000 aggregate;
- Workers' Compensation: Statutory;
- Employer's Liability: \$1,000,000 each accident;
- Liability Auto Coverage: \$1,000,000 per accident

2.1 COVERED ITEMS: This contract provides for recycling services for surplus and end of life electronic equipment including but not limited to the following:

- Computer components, computer peripherals and miscellaneous electronics, including televisions and computer monitors, servers, printers, fax machines, central processing units (CPUs), keyboards, accessories, telephones and cell phones.
- CRTs (Cathode Ray Tubes)

Refer to **Attachment A, page 14** for a complete list of acceptable electronic and household item as well as non-acceptable items.

Hazardous waste including some batteries, some fluorescent tubes, and mercury containing devices that may be included with above items shall be transported by the Contractor to a recycling facility, or a *permitted* treatment storage and disposal facility (TSDF) in compliance with State and Federal Regulations, as appropriate.

Data Security of Hard Drive and other data containing devices: Wiping and destruction is required. Contractor shall be NIST 800-88 Compliant. Contract shall provide a certificate of destruction or of final disposition. (Please note: Destruction of hard drives also available on SOK contract for Confidential Document Shredding contracts).

2.3 DEFINITIONS:

Electronic equipment which does not have value in reuse, or recovery of materials through recycling is as such is considered solid waste. In general, CRTs are considered a solid waste since facilities must usually pay for disposal or recycling. A small amount of CRTs destined for reuse or processing is not considered waste. A large volume of CRTs collected would be considered waste requiring a KDHE permit to collect.

If over the course of a year, less than 75% of the accumulated electronics scrap has been transferred off-site for reuse, recycling or disposal, the remaining accumulation is considered waste by the KDHE.

2.4 WORK PLAN:

Contractor will provide collection service and acceptance of Electronics including CRTs determined to be surplus by end users. The contractor shall not be responsible to collect and/or dispose of items listed in Attachment A as "Non-Accepted."

Contractor shall agree to a no landfill policy; in other words, contractor may dispose of no more than 5% of the material taken in. Contractor must notify KDHE of any waste that may qualify as special waste and obtain an authorization for disposal.

Packing –Contractor shall work with the end user's personnel on packing requirements. The end user will have the option to package Electronics to Contractor's specifications.

Truck Loading – The end user shall have the option to load Contractor's trucks.

Contractor shall recycle received product according to Local, State and Federal laws and regulations. CRTs that are not destined for reuse are considered waste unless the contractor can provide documentation that that shows disposition to a processing facility. Waste, including CRTs (as above) cannot exceed 10% by volume in any load unless the contractor is a Kansas Permitted Solid Waste Processor. KDHE limits the amount of Escrap that can be accumulated. This contract will serve to encourage the safe handling and reuse or recycling of materials from the electronic equipment and CRTs in a cost-effective, environmentally sound manner.

The return to end users shall include transportation, collection, weighing, physical packaging, loading and processing charges and the providing of certifications and any required reports.

The Contractor shall utilize a screening and triage process for collected CRT-containing devices, computer peripherals and components and electronics. To maximize value and to be consistent with economic, security, and other criteria identified by the State, the following hierarchy of management options is recommended, in order of preference:

- Data Security and Removal
- Reuse of whole units
- Repair / Refurbishment / Remanufacturing
- Recovery / Reuse of functional peripherals and components
- Recycling of constituent materials
- Responsible disposal of hazardous and non-hazardous wastes

Processing of CRT-containing components and electronic devices should include, at a minimum:

- Handling of Material so that any component that contains a hazardous substance remains intact.
- Disassembly of all electronic and computer components collected in order to recover parts suitable for reuse or for use in repairing older model devices, if feasible, such as “mother boards”, memory, working CRTs, disk drives, hard drives, speaker parts, keyboards and computing mouse’s or mice.
- Separation and recycling of CRTs, plastic and fiberglass residue, ferrous and non-ferrous metals, circuit boards, wiring, wood and other recyclable components. Other components should be recycled at appropriate recycling facilities.
- For irreparable CRTs, Contractor should utilize a domestic recycler who will recover plastic, unleaded glass, and leaded glass to be used at a lead smelter, or processed into component parts and reused to manufacture new products. The Contractor should document any materials that cannot be recycled and that are disposed. Burning or incineration shall not be considered recycling for the purposes of this contract.
- To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
- Retain all export-related documentation for a period of one year or as required in applicable export documentation retention schedules, whichever is longer.

Any business generating hazardous waste in Kansas shall do an adequate hazardous waste determination on all of their waste streams. The Contractor is to assure that all materials that would be a characteristic hazardous waste were it not for exemptions (such as circuit boards), remain within the United States for further processing. These materials should not leave the United States until they have been processed to the point at which it can be considered a commodity ready for use in a new product. The Contractor shall ensure that the State of Kansas’s electronic waste is managed in a way that prevents deterioration of the material or renders it unable to be used or further processed for re-use. See Section 1.34 regarding off shore sourcing for more information.

Contractor provides a detailed description of the process (including labor and equipment used) for carrying out all of the above services including what materials get recycled, what residues remain and how those residues are managed and the ultimate destination(s) of all products recycled or reused under this contract. At any time during the contract term, the Contractor shall provide updates. This includes identification, to the greatest extent possible, of the saleable end product and all end markets that will be utilized by the contractor or subcontractors for some or all of the following:

- Cathode ray tubes
- Leaded glass and lead-bearing components
- Non-leaded glass
- Fiberglass residue and plastics
- Ferrous and non-ferrous metals
- Printed circuit boards
- Other salvageable computer, television and other electronic parts
- Wiring, wood and any other non-hazardous recyclable components.

All services provided under this contract must be carried out in compliance with all Federal, State and Local laws and regulations, including notification, permit and registration requirements. Any violation of applicable law shall result in the cancellation of a contract. Regulations requiring compliance include, but are not limited to, those dealing with environmental protection, occupational health, safety and transportation. It is the responsibility of the contractor to determine what laws and regulations are applicable and to fully comply with those laws and regulations. Nothing in this RFP is to be interpreted as allowing, promoting or requiring actions that would cause a violation of any applicable law or regulation.

The Contractor shall maintain an effective and compliant safety program documented by training records and OSHA 300 Log. The Contractor shall also maintain an effective security program to prevent theft of electronics and data. The Contractor shall document environmental, safety and security audits of facilities, as well as maintain and document an effective environmental management system.

2.5 DELIVERABLES:

The Contractor shall accommodate electronic recycling by either having the Contractor come to the end users' locations and collect the items or have the end users deliver the electronic waste to the Contractor's physical location(s) (subject to minimum quantity requirements).

The Contractor shall provide a copy of the Bill of Lading and a certificate of recycling for each shipment (with monthly payments). Contractor shall provide downstream chain-of-custody reports upon request.

During the contract period, the State of Kansas reserves the right to request a description of the qualifications of the staff or subcontractor responsible for determining the reparability/reusability of products, the qualifications of staff or subcontractor responsible for repairing products and how the repaired or reusable products were marketed for sale. State of Kansas also reserves the right to request a description of the recycling process for CRTs and E-Scrap for all component parts as well as a list of downstream vendors that will receive materials and describe what form they receive the material and in what form that material is when transferred to the next vendor. All component parts must be addressed.

2.6 COLLECTION AT THE END USERS' LOCATIONS

Generating facilities eligible for contractual revenue pricing must possess a minimum of 100 main units for pickup, including laptops, desktop computers, and servers. Peripherals, including CRTs, cannot be counted towards the 100 units.

Vintage Tech Recyclers truck will only be deployed for services if minimum truck efficiencies are met. Should generating facilities not have the minimum of 100 main units for pickup, the contractor will arrange for pickup when additional items from other generating facilities can be scheduled on the route. Generating facilities requesting expedited services are subject to transportation fees.

2.7 DELIVERY TO THE ELECTRONIC RECYCLING CONTRACTOR

The Contractor shall be able to accommodate the delivery of electronic waste from end users at the physical address of the Contractor or at a physical address identified by the Contractor.

Contractor shall insure that the items to be delivered shall be itemized, shall be acknowledged, and that a receipt be provided for each delivery. Each individual delivery shall be included on one statement for the amount of equipment recycled.

2.8 REPORTING

The Contractor shall keep a detailed record of material collected from each generating facility. This record must include the end user, the city/town in which the generating facility is located, and the contact person for the end users.

The reports shall include the total weight by category, and the actual number of CRTs that were picked up for recycling.

The Contractor should provide a report on a yearly basis to the State of Kansas Department of Health and Environment, Bureau of Waste Management. This report must include the weight of items received and recycled,

3. Contractual Provisions Attachment

DA-146a Rev. 06/12

3.1. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

3.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3.3. Termination Due To Lack Of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

3.4. Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3.5. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase ""equal opportunity employer""; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or

whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

3.6. Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

3.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

3.8. Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

3.9. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

3.10. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

3.11. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

3.12. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

3.13. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.