



Amendment No. 2
to
Contract No. NA170000242
for
Electronics Recycling
between
Universal Recycling Technologies, LLC
and the
City of Austin

1.0 The City hereby amends contract number NA170000242 to include the following language:

The City will pay the Contractor an asset tracking fee of \$6.00/unit for laptops and desktops. If the unit doesn't pass inspection or has Computrace software, the unit will be scrapped, and the City will receive a rebate of \$.15/pound. If the unit passes inspection, URT will sell the asset, and the City will receive 60% of the revenue, and 40% will be retained by URT.

2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/3/2017 – 6/2/2018	\$34,987.50	\$34,987.50
Amendment No. 1: Modification	\$0.00	\$34,987.50
Amendment No. 2: Modification	\$0.00	\$34,987.50

3.0 MBE/WBE goals were not established for this Contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

UNIVERSAL RECYCLING TECHNOLOGIES, LLC

Roy Gordon

Signature

Roy Gordon

Printed Name of Authorized Person

Regional Account Manager

Title

4/5/2018

Date

CITY OF AUSTIN

Sandy Wirtanen

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

4/5/18

Date



Amendment No. 1
to
Contract No. NA170000242
for
Electronics Recycling
between
Universal Recycling Technologies, LLC
and the
City of Austin

1.0 The City hereby amends contract number NA170000242 as follows:

1.1 Section 4.10 of the Scope of Work shall be deleted and replaced in its entirety with the following:

4.10 Existing Data on Data-Containing Components

The City receives city, business, and public assets, and all assets are sorted accordingly. City-purchased data containing devices (including, but not limited to: desktop computers, laptop computers, tablets, servers, and cell phones, hereafter referenced simply as "computers") shall be the only electronic items to be considered for resale. The components within these computers that contain data (including, but not limited to: hard disk drives (HDDs) or solid state drives (SSDs) shall be wiped to the DoD 5220.22-M, or equivalent.

This excludes any computers from the Austin Police Department or the Austin Public Health Department (formerly Health and Human Services). These computers may be resold only after the data containing components have been removed and destroyed. The Contractor shall properly destroy and then recycle all data-containing components so that no data can be recovered.

2.0 The total Contract amount is increased by \$0. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/3/2017 – 6/2/2017	\$34,987.50	\$34,987.50
Amendment No. 1: Modification	\$0.00	\$34,987.50

3.0 MBE/WBE goals were not established for this Contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

UNIVERSAL RECYCLING TECHNOLOGIES, LLC

Roy Gordon

Signature

Roy Gordon

Printed Name of Authorized Person

Regional Account Manager

Title

11/30/2017

Date

CITY OF AUSTIN

Amy Watson

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

11/30/17

Date

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Universal Recycling Technologies, LLC ("Contractor")
for
Electronics Recycling
MA 1500 NA170000242**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Universal Recycling Technologies having offices at 2301 Franklin Drive, Fort Worth, TX 76106 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 1500 SLW0612.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFQ, 1500 SLW0612 including all documents incorporated by reference
- 1.1.3 Universal Recycling Technologies, LLC's Offer, dated September 25, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall begin October 3, 2017. The Contract will be in effect for eight months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$34,987.50 for the Contract term as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

UNIVERSAL RECYCLING TECHNOLOGIES,
LLC

Roy Gordon

Signature

Roy Gordon

Printed Name of Authorized Person

Regional Account Manager

Title

9/29/2017

Date

CITY OF AUSTIN

Dany Watson

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

9/29/17

Date



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: RFQ 1500 SLW0612

COMMODITY/SERVICE DESCRIPTION: Electronics
Recycling Services

DATE ISSUED: September 20, 2017

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: RQM 1500 17091500802

LOCATION: N/A

COMMODITY CODE: 92677, 92670, 96239

QUOTE DUE PRIOR TO: September 26, 2017 at 2 PM

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Sandy Wirtanen
Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO: sandy.wirtanen@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SPECIFICATION	6
0600	QUOTE SHEET – Must be completed and submitted with Offer	2
0700	REFERENCE SHEET – Complete and submit if required	2
0800	NON-DISCRIMINATION CERTIFICATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Universal Recycling Technologies, LLC


Company Address: 2301 Franklin Drive

City, State, Zip: Fort Worth, TX 76106

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Roy Gordon

Title: Regional Account Manager

Signature of Officer or Authorized Representative: 

Date: 9/25/2017

Email Address: rgordon@URTolutions.com

Phone Number: 817-201-7929

*** Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one day prior to solicitation due date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:
City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- 3. **TERM OF CONTRACT:**
 - A. The Contract shall be in effect for eight months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Prices are firm and fixed for the first eight months.
- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
- 5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. The Contractor shall provide the City an Invoice/Revenue Share Statement detailing information for each pick-up at the City's locations, including a total net weight of the material collected, and the calculation for reconciling the fee for services and the Revenue Share. If a Revenue Share is due to the City, the Contractor shall include a check with the Invoice/Revenue Share Statement. Invoices shall be submitted on or before the 15th day of each month for the previous month.
 - B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to ARR.AP@austintexas.gov with the Contract Manager copied.
 - C. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. Payments to the City shall be made by EFT. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

6. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Andy Dawson, Assistant Division Manager, Austin Resource Recovery Center

512-974-4342

Andy.dawson@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRONICS RECYCLING SERVICES
SOLICITATION NUMBER: RFQ 1500 SLW0612**

1.0 PURPOSE

The City of Austin ("City") seeks to establish a Contract with Contractors qualified to pick up, transport, and recycle computers, monitors, televisions, and other devices that operate using electrical parts ("Electronics") in an environmentally sound manner in accordance with the e-Stewards standard of the Basel Action Network (BAN) and in compliance with all federal, state, and local laws. This scope of work establishes the minimum requirements for these services. The Contractor shall provide products and services as described herein.

The Contract will be utilized by Austin Resource Recovery (ARR). The City reserves the right to allow other City Departments to utilize the contract.

Any services that have been omitted from this scope of work that are clearly necessary shall be considered a requirement although not directly specified or called for in this scope of work.

2.0 BACKGROUND

In 2011, the Austin City Council unanimously approved adoption of ARR's Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement and community input, and serves as a guide for the City to achieve its goal of Zero Waste by reducing the amount of trash sent to landfills by 90% by the year 2040. Zero Waste is a shift from traditional waste management, where recyclables are kept out of the trash, to materials management, where trash is what remains once we reduce, reuse, recycle and compost.

In support of the City's Zero Waste initiative, ARR intends to continue the Electronics Recycling program in which residential customers of ARR and City municipal departments may easily and safely discard their unwanted Electronics in order for them to be reused or recycled. ARR provides collection services to more than 196,000 residential households. ARR will collect unwanted Electronics dropped off at the Resource Recovery Drop-Off Center ("RRDOC") by residents and City departments. The Contractor shall pick up the Electronics as requested and deliver them to a recycling facility for the purpose of avoiding disposal to fall in line with ARR's Zero Waste initiative focusing on reuse and recycling methods.

3.0 MINIMUM QUALIFICATIONS

- 3.1 At least five (5) years in the electronics recycling business.
- 3.2 Demonstrated technical expertise to conduct reuse/recycling activities for Electronics and related materials.
- 3.3 Demonstrated technical expertise to process Electronics and related materials down to the commodity level.
- 3.4 Experience supporting a recycling program with a municipality is preferred.
- 3.5 Proof of certification with the BAN e-Stewards standard, and all applicable federal, state, and local laws and regulations.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 General Overview of Services and Types of Electronics

- 4.1.1 The Contractor shall be responsible for the pick-up, handling, packing, transporting, and recycling/processing and/or refurbishing, reusing or reselling of Electronics collected by ARR from residential customers and City departments. The Contractor shall pick up Electronics, using their own transport vehicles and related equipment, in 'as-is' condition with no guarantees or warranties as to the value, functionality, or

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRONICS RECYCLING SERVICES
SOLICITATION NUMBER: RFQ 1500 SLW0612**

usable condition of the Electronics. Electronics may be mixed and require separation by contractor prior to processing.

4.1.2 The Contractor shall recover, refurbish, repair or recycle all Electronics (equipment, materials and any elements, metals, plastics, chemicals and/or compounds, particularly hazardous substances) to minimize the need for disposal and assist the City in achieving its Zero Waste goals.

4.1.3 Electronics accepted by ARR in relation to this contract include, but are not limited to:

- Answering Machines
- Camcorders
- Cassette Tapes
- Compact Disc Players
- Copy Machines
- CDs
- Digital Cameras
- DVDs
- DVD Players
- Electronic Gaming Devices
- Electronic Typewriters
- Fax Machines
- GPS Devices
- Hard Drives
- Hard Plastic Cases
- Laptops
- Mobile (Cell) Phones
- Modems
- MP3 Players
- Other Consumer Electronics
- Pagers
- PDAs (including eReaders)
- Personal Computers and components (CPU, CRT Monitors, LCD Monitors, Keyboards, Mouse, and Peripherals)
- Printed Circuit Boards
- Printer Cartridges
- Printers
- Radios
- Remote Controls
- Scanners
- Semisoft Plastic Cases
- Soft Plastic Cases
- Stereos
- Switches
- Telephones and Telephone Equipment
- Televisions (CRT and LCD)
- Transparency Makers
- Two-Way Radios
- Uninterruptible Power Supplies (UPS)
- VCRs
- VHS Tapes
- Vinyl Records

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRONICS RECYCLING SERVICES
SOLICITATION NUMBER: RFQ 1500 SLW0612**

- Word Processors

4.2 Material Management Priority

4.2.1 The Contractor shall evaluate collected Electronics to determine their functional value, and shall process the Electronics by adhering to the following hierarchy of management options, in order of priority:

- Reuse/Resell
- Repair/Refurbish/Remanufacture
- Recover Functional Components
- Recycle Constituent Materials
- Responsibly Dispose of Data-Containing Components, Hazardous and Non-Hazardous Materials

4.2.2 Please see Section 4.10, Existing Data on Data-Containing Components in regards to handling and processing data-containing components.

4.2.3 Smelting for material recovery is acceptable. **However, burning or incineration for energy production or disposal does not meet the City's definition for "zero waste" and shall not be acceptable.**

4.3 Pick Up

4.3.1 The Contractor shall pick up Electronics from the RRDOC, located at 3810 Todd Lane, Austin, Texas 78744. As necessary, ARR will contact the Contractor to schedule a pick-up of Electronics, and the Contractor shall pick up Electronics within two business days of being contacted. ARR requests pick up approximately four times a month.

4.3.2 Pick-ups shall be scheduled during the open hours of the RRDOC: Monday through Friday, 8:00 a.m. to 4:00 p.m.

4.3.3 ARR reserves the right to add or change pick up locations at any time if deemed necessary by ARR. ARR also reserves the right to designate one-time or temporary onsite pick up locations for City department upgrade projects if it is deemed necessary by ARR.

4.4 Transport

The Contractor shall transport Electronics to a certified and permitted electronics recycling facility.

4.5 Recycle Facility

4.5.1 The Contractor shall ensure that Electronics are safely, responsibly and cost-effectively recycled at a certified and permitted recycling facility.

4.5.2 The Contractor shall possess all regulatory certifications and permits required by law, to include BAN e-Stewards, R2 standard. If there is a change in recycling facility, the Contractor shall notify ARR and furnish the certifications and permits within thirty (30) business days.

4.5.3 The Contractor shall provide ARR a list of each facility and transporter to be used in fulfilling the requirements of any resulting contract, and shall identify if the facility and transporter are contractor-owned/leased and operated, or subcontracted.

4.6 Disposal

In the event that material cannot be recovered, refurbished, repaired or recycled, the Contractor shall properly dispose of material in compliance with all environmental laws, and any and all

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRONICS RECYCLING SERVICES
SOLICITATION NUMBER: RFQ 1500 SLW0612**

other federal, state, and local laws, regulations or requirements of any kind relating to the disposal of hazardous and non-hazardous materials. Should new markets open up during the contract period for materials being disposed, the material flow shall be diverted.

4.7 Collection Containers/Trailers, Packing Material, Other Equipment

4.7.1 The Contractor shall furnish all necessary collection containers/trailers to be utilized by ARR to collect Electronics along with instructions for proper material handling or preparation, if any is required. The first containers/trailers shall be delivered to the RRDOC within five business days after the contract is awarded. As the containers/trailers are filled, ARR will contact the Contractor to pick up and transport the full containers/trailers to the appropriate recycling facility. When full containers/trailers are picked up, the Contractor shall furnish empty replacement containers/trailers within two business days. Containers/trailers shall be picked up by the Contractor within two business days of being contacted by ARR. The Contractor may also propose a regularly scheduled pick up if that better meets the business model of the proposer.

4.7.2 In addition to providing containers/trailers, the Contractor shall also furnish all packing materials, such as Gaylord boxes and shrink wrap, and any other equipment and materials necessary to prepare Electronics for the Contractor to pick up and transport.

4.8 Contractor Labor and Supervision

The Contractor shall provide all labor, supervision, and training necessary for the Contractor to safely, efficiently, and successfully provide the services as required by the terms of the contract.

4.9 Custody of Electronics

The Contractor shall take title to and sole custody of Electronics when the task of loading has been completed and the shipping papers have been approved and signed by the Contract Manager or designee.

4.10 Existing Data on Data-Containing Components

The City receives city, business, and public assets, and all assets are sorted accordingly. There shall be no reselling of any data-containing components. The Contractor shall properly destroy and then recycle all data-containing components so that no data can be recovered.

4.11 Removal of Personal Information

The Contractor shall remove and destroy all asset tags (Attachment A), service tags, and any other personal information from all Electronics before being reused, refurbished, or recycled.

4.12 Records

The Contractor shall maintain appropriate and accurate written records of material management in order that ARR or other authorized City staff may, upon request, audit those records to ensure that all Electronics and associated materials were processed properly.

4.13 Project Manager

The Contractor shall provide a project manager who will oversee the contract. The Contractor shall also provide contact information for the project manager, and an alternate contact person, who will be available by telephone between 8:00 AM and 5:00 PM Central Standard Time, Monday through Friday, for general contract services. The Contractor shall also provide ARR with emergency contact information for after-hours and weekends. The City reserves the right to request a change in project manager.

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRONICS RECYCLING SERVICES
SOLICITATION NUMBER: RFQ 1500 SLW0612**

4.14 Ownership

The Contractor shall notify the Contract Manager via email at least thirty (30) days prior to any change in ownership of a facility owned by the Contractor, or of a facility owned by any subcontractor. The Contractor shall copy the Contract Monitor in the email. The Contract Monitor will be assigned in the awarded contract.

4.15 Process Change

The Contractor shall communicate with ARR as needed on issues such as new areas of development or changes in processing methodologies that may be beneficial to the City's Zero Waste initiative. ARR also reserves the right to implement new procedures that may be beneficial to the City's Zero Waste initiative.

4.16 Equipment and Materials

The Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor and other services required by the contract as may be necessary to fulfill the requirements of the contract.

5.0 CITY RESPONSIBILITIES

5.1 Contract Manager

ARR will assign a Contract Manager who will oversee/monitor contract activities on behalf of ARR and will serve as the primary point of contact when the Contractor needs to communicate with ARR.

5.2 Storage Location

ARR will provide a suitable and protected location for the Contractor-provided container/trailer and storage of the Electronics at the RRDOC.

5.3 Loading Staff and Packaging

ARR will provide all necessary equipment and staff to load pallets and Gaylord boxes onto the Contractor-provided container/trailer. ARR will ensure that the Electronics are sorted, packaged, secured, and arranged in stacks as mutually agreed upon between ARR and the Contractor.

5.4 Records and Logs

The Contractor and ARR shall jointly observe and record the gross weight of the vehicle once the Electronics have been loaded into it. The Contractor and ARR shall each keep a log of the date and time the Contractor's vehicle leaves the RRDOC, vehicle number, gross weight, tare weight, and weight of the Electronics for each pick up.

6.0 REPORTING, RECORDS, AUDITS, AND INSPECTIONS

6.1 Reports

6.1.1 Receiver Reports

The Contractor shall provide the Contract Manager via email Receiver Reports within five (5) business days of each shipment. These reports shall contain a description of the shipment weights received. They shall include the date the shipment was received, facility ID, lot number, quantity, unit of measure (e.g. Gaylord, pallet, etc.), brief description, and the gross, tare and net weight in pounds. The Receiver Reports are not sufficient for invoicing purposes.

**CITY OF AUSTIN
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6.1.2 End of Life Disposition

The City reserves the right to request from the Contractor a detailed report that provides documentation on Electronics end-of-life disposition. The report shall be on company letterhead and contain percentages of items being recycled and disposed, including documentation verifying the materials were treated or disposed of appropriately.

6.1.3 Monthly and Annual Reports

The Contractor shall prepare and submit monthly and annual reports to ARR Contract Manager providing information, by category and weight, on where the Electronics have been delivered for processing and their final disposition. Specific categorization of Electronics and the extent of details provided in each report shall be as mutually agreed upon between the Contractor and ARR.

6.1.4 Certifications, Licenses and Permits

The Contractor shall be certified as meeting the BAN e-Stewards standard. The e-Stewards certification is required, but an R2 certification in addition to the e-Stewards certification is preferred. The R2 certification shall not be accepted in lieu of e-Stewards certification. The e-Stewards certification Version 2.0 (V2) will become obsolete on September 15, 2018 and be replaced with Version 3.0 (V3). The Contractor shall have their systems certified in e-Steward V3 and submit the certification to ARR by September 15, 2018.

6.2 Forms

The Contractor shall provide ARR printed or carbon copies of signed manifest and shipment forms at the time of every shipment from the RRDOC to the Contract Manager.

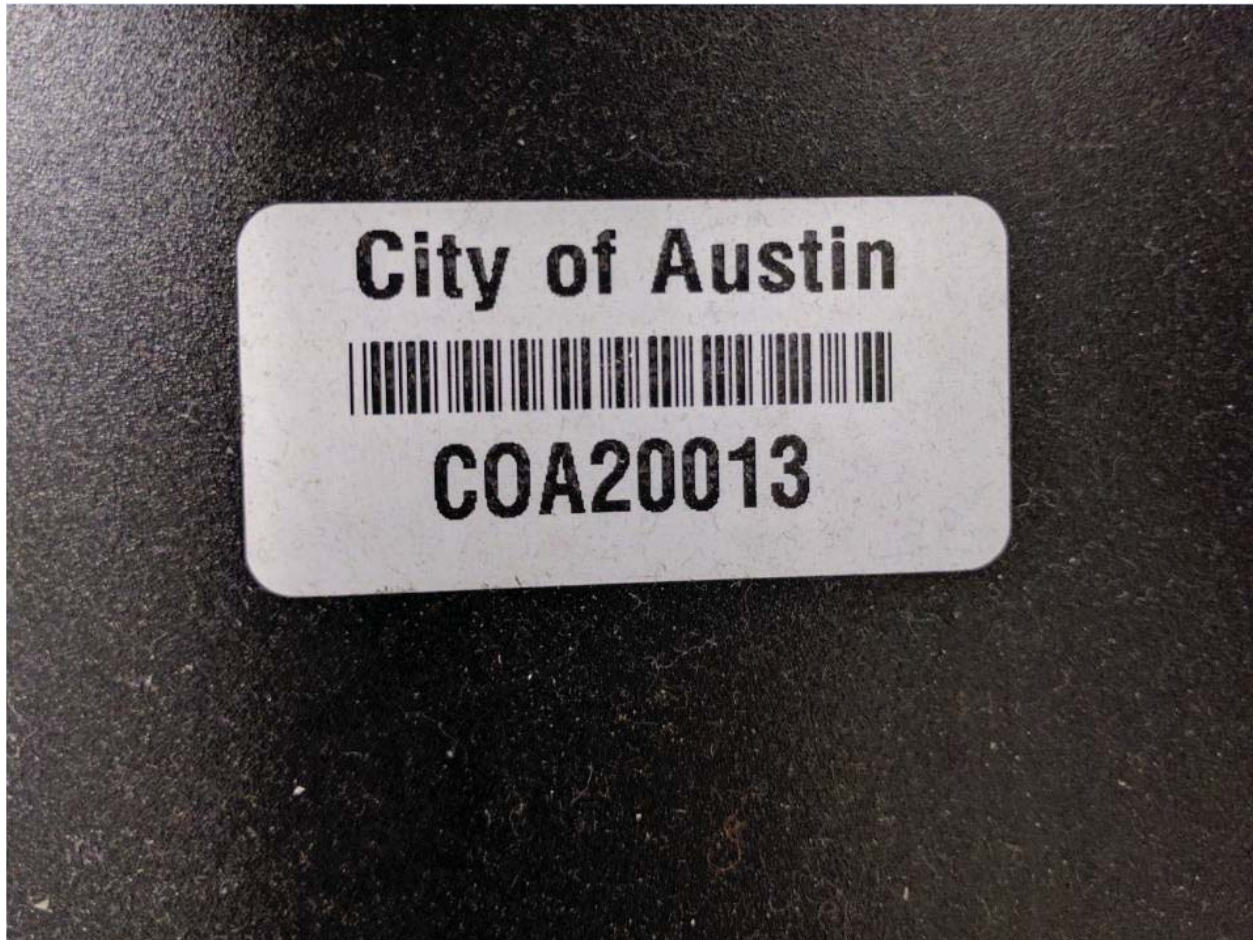
6.3 Inspect and Audit

6.3.1 ARR, or other authorized City staff, will have the right to inspect/audit, at any time, all written licenses, permits, or approvals issued by a governmental entity involving the Contractor and its agents. The Contractor shall notify, and provide copies to, ARR of any amendments, renewals, or replacements to their applicable licenses and permits within thirty (30) days after the effective date of amendment, renewal, or replacement.

6.3.2 ARR, or other authorized City staff, will have the right to inspect/audit, at any time, the Contractor's premises (offices and facilities) and vehicles being used in support of the services under the contract.

Attachment A – Asset Tag Example

Please reference Section 4.11, Removal of Personal Information.



Please check the boxes below as confirmation of submittal.



Offer sheet - Required



Bid Sheet - Required



Reference Sheet (Section 0700) - Required



Non-Discrimination and Non-Retaliation Certification (Section 0800) - Required



Non-Suspension or Debarment Certification (Section 0805) - Required



Non-Resident Bidder Provisions (Section 0835) - Required



Proof of BAN e-Stewards certification

Section 0700: Reference SheetResponding Company Name Universal Recycling Technologies, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Dallas
Name and Title of Contact Thomas Pierce
Project Name eWaste Recycling Services
Present Address 3112 Canton Street, Ste 200
City, State, Zip Code Dallas, TX 75226
Telephone Number (214) 671-8137 Fax Number (_____) _____
Email Address thomas.pierce@dallascityhall.com

2. Company's Name City of Denton
Name and Title of Contact Craig Waggoner
Project Name eWaste Recycling Services
Present Address 215 E McKinney Street
City, State, Zip Code Denton, TX 76201
Telephone Number (940) 349-8011 Fax Number (_____) _____
Email Address craig.waggoner@cityofdenton.com;

3. Company's Name City of Waco
Name and Title of Contact eWaste Recycling Services
Project Name Anna Dunbar
Present Address 2021 N. 44th Street
City, State, Zip Code Waco, TX 76710
Telephone Number (254) 299-2496 Fax Number (_____) _____
Email Address annad@wacotx.gov

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 25th day of September, 2017

CONTRACTOR Universal Recycling Technologies, LLC

Authorized Signature

Ray Gordon

Title

Regional Account Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Unversal Recycling Technologies, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



AUDIT PACKET:

Texas Facility

Updated // 09.15.17



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TX: Emergency Map	

FACILITY OVERVIEW

Facility:	Texas
Address:	2301 Franklin Drive // Fort Worth, TX 76106
Building Size	44,170 sq. ft.
Telephone:	(817) 924-9300
Fax:	(817) 924-3692
Number of Employees:	30-40
Federal ID Number:	26-0291504
EPA Number:	TXR000083122
NAICS Code:	423930
SIC Code:	5093
DOT Number:	1526663
Primary Contact:	Keith Sheehan, General Manager
Email:	kSheehan@URTolutions.com
Work Phone:	(817) 924-9300 x 503
Cell Phone:	(603) 785-8633
Hours of Operation:	Monday through Friday Office 8:00am – 4:30pm // Production 6:00am – 2:30pm

CORPORATE OVERVIEW

Date Incorporated:	2003
Owned By:	Hendricks Holdings
Date Acquired:	2007
Ownership Type:	Limited Liability Company (LLC)
Address:	690 Third Street, Suite 300 // Beloit, WI 53511
Telephone:	(608) 362-8000
Fax:	(608) 361-0860
Headquarters Address:	2535 Beloit Ave. // Janesville, WI 53546
Telephone:	(608) 754-3400
Toll Free:	(877) 278-0799
Fax:	(608) 754-3473
Number of Employees:	200 - 225
Corporate Website:	www.URTsolutions.com

EMERGENCY CONTACTS

Emergency Coordinator:	Keith Sheehan, Plant Manager
Cell Phone:	(603) 785-8633
Work Phone:	(817) 924-9300 x 503
Alternate Emergency Coordinator:	N/A
Work Phone:	
Environmental Health & Safety:	Tom Pritchett, EHS Director
Cell Phone:	(608) 247-9295
Work Phone:	(608) 314-8133
Emergency Contacts:	
Ambulance Service/Police/ Fire:	911
Police Department (Non-Emergency)	(817) 335-4222
Fire Department (Non-Emergency)	(817) 871-6800
JPS Hospital	(817) 921-3431
TCEQ Region 4 Response Unit	(817) 588-5800
After Hours	(800) 832-8224
U.S. Environmental Protection Agency (EPA) Region 6	(214) 665-6444 // (866) 372-7745
Fort Worth Dept of Environmental Management	(817) 392-6088
Local Regulatory Agency:	Fort Worth Dept. of Environmental Management
Phone:	(817) 392-6088
Address:	1000 Throckmorton // Fort Worth, TX 76203
State Regulatory Agency:	TX Commission on Environmental Quality - Region 4
Phone:	(817) 588-5800
Address:	2309 Gravel Dr. // Fort Worth, TX 76118
Federal Regulatory Agency:	Environmental Protection Agency (EPA) - Region 6 Hazardous Waste Management Division
Phone:	(214) 665-6500 / (866) 372-7745
Address:	1445 Ross Ave, Suite 1200 // Dallas, TX 75202-2733

SITE DESCRIPTION

LOCATION

URT's facility is located in an industrial area with other industrial buildings to the north, south, east, and west. The nearest municipality is Fort Worth, TX with a population of about 450,000. The approximate residential population within one mile of the site is 25,000 with the worker population at 1,500. The approximate population within three miles of the site (*residential and workers*) is 250,000.

There are no current or potential uses of surface waters. There is no source of contamination associated with any neighbors adjacent to the facility.

GEOLOGY

Local groundwater and surface water are within five (5) miles of the site. There is not a natural interceptor between the facility and these wells. There is also no evidence of a hydraulic connection between the water table and the confined aquifers and/or between the confined aquifers themselves. URT is not required to monitor the groundwater because it does not employ processes that impact groundwater.



SERVICES

ELECTRONIC RECYCLING

A comprehensive e-waste recycling program protects your company from unnecessary complications and costs while improving your business and the environment. With locations across the nation and a history of ethical and responsible business practices, URT offers an unparalleled suite of leading-edge, integrated e-waste services.

End-of-Life Destruction

Your security and safety is our priority. URT recycles all equipment to its individual commodity components and separates all hazardous materials on-site to meet U.S. Environmental Protection Agency requirements. We offer compliance documentation to eliminate the liability associated with the hazards of electronics. All equipment is handled safely to protect our customers, our employees and our environment.

Glass Recycling

URT maintains a state-of-the art, automated de-manufacturing and recycling system that provides an effective, economical solution for recycling obsolete monitors and televisions into various new glass uses and products. Using downstream vendors that provide a recycling or reuse process is the preferred method of recycling by state and federal agencies. URT sorts by type and chemistry to produce glass that is ready for the downstream companies, and URT's CRT glass process meets and exceeds all federal regulations and guidelines regarding the CRT Rule. All protocols meet U.S. Environmental Protection Agency regulations, while safely processing the glass with no exposure to the environment.

Asset Management

URT can help you maximize the return on your IT investment by capturing the remaining value of your assets. Our trained experts seek the highest value available for your equipment and share the true worth of obsolete electronics submitted for refurbishing. We identify equipment that can be refurbished, harvest valuable component parts, and then use our in-depth knowledge of the secondary market to turn your obsolete electronics into revenue. This is accomplished while adhering to the strictest data security protocols in the business by a third party vendor, e-Stewards®, ISO 9001:2008, and ISO 14001:2004, to eliminate risk and protect your investment.

Retailer Electronic Returns

URT's retailer recalls and returns program is specifically designed for retailers seeking a safe and reliable way to handle product recalls and consumer returns. Our extensive knowledge of retail operations ensures our customers the most dependable and efficient program in the nation. From secure shipments to product tracking and disposal our program provides convenient, comprehensive recycling that improves efficiency and simplifies your business.

UNIVERSAL RECYCLING

URT provides nationwide collection and recycling for all types of universal waste including lamps, batteries, mercury containing devices, lighting ballasts and more. Because of the dangerous and toxic materials contained in these products, proper recycling is both required and mandated by various state and federal agencies. With URT, you can rest assured that your products will be recycled responsibly, conveniently and in a competitive manner that meets and exceeds every compliance standard. Our in-house recycling process provides our customers with added confidence that every requirement is attended to without fail.

Convenient Prepaid Programs

Through URT's WasteSecure® program, prepaid pack-and-ship boxes are available to simplify the process of transporting used items to URT for recycling. Scalable, compliant, documented programs that include options such as regularly scheduled nationwide pick-ups and private label branded recycling boxes help our clients select a custom recycling solution that meets their every need. Our exceptional customer service and convenient, reliable programs simplify your recycling efforts and assure complete compliance.

Fully Compliant Disposal

Multiple state-of-the-art facilities allow URT to process huge volumes of product daily so that our customers avoid costly and inconvenient delays. Our years of experience handling hazardous materials assure our customers of easy to implement, multi-level and multi-location recycling programs that support workforce safety and contribute to profitability.

COMMODITIES

URT understands metals markets. We process and market materials to obtain the best possible price on its commodities to provide you the value you deserve from your old technology. With in-house shred capabilities and strategic partnerships with smelters and similar downstream processors, URT acts as a trusted partner for recycling companies, recycling material collectors and other similar organizations seeking a commodity solution. URT accepts a wide range of commodity materials at a competitive market rate. Rates are typically assessed and updated weekly.

Competitive Pricing & Quick Payment Terms

URT provides expert grading of materials and leverages our associates' expertise to maximize commodity material value. Our integrity is the driving force behind our company. With that integrity, we strive to reach the best deal for both our company and our customers. Additionally, we guarantee quick payment terms to keep our customers happy.

Domestic, Certified Processing

We are proud to offer fair pricing, coupled with domestic, certified processing. URT operates several state-of-the-art facilities in the United States. All URT facilities are e-Stewards® certified. Our certifications ensure that we adhere to all federal, state and international regulations. URT does not ship the items it collects offshore for processing or recycling; material is processed domestically.

Data Security

URT practices the strictest data security measures. All material that is processed by URT follows the URT Infinity™ chain of custody process. This process includes step-by-step documentation, restricted access to facilities with 24-hour video surveillance, independently monitored security systems, background checks on all employees and assurance that data-sensitive items never leave the URT campus. All material that requires electronic data removal is put through DoD approved erasure software. End-of-life materials are physically shredded to ensure complete destruction.

I.T. ASSET DISPOSITION

URT pledges to maximize its clients return on investment in information technology by capturing the remaining value of IT assets. URT can inform strategic IT purchases, retire equipment in compliance with the strictest industry standards by a third party vendor, e-Stewards®, ISO 9001:2008, and ISO 14001:2004, and help clients capture the maximum remaining value of retired assets.

Remarketing Expertise

URT's trained experts seek the highest value available for equipment and share the true worth of obsolete electronics submitted for refurbishing. URT intake specialists identify equipment that can be refurbished, harvest valuable component parts and apply our in-depth knowledge of the secondary market to turn obsolete electronics into generous shared revenue.

- On-site white glove destruction (*serialized and auditable*)
- Secure transport to a URT facility near you
- Materials inspection and sorting by type and value (*serialized and auditable*)
 - Expert refurbishment and resale
 - On-site parts harvesting
 - e-Stewards® certified recycling

Comprehensive Services

URT can expertly handle all manner of data-bearing and electronic materials, including equipment beyond the desktop, from data center and networking devices to telecom equipment. As an integrated service provider, URT is a true one-stop shop, offering on-site recycling with advanced shredding technology and universal waste (*bulbs, ballasts, batteries*) recycling.

URT Shield Data Secure Guarantee

The URT Shield data sanitation and hard drive destruction security process safeguards your private, protected information and your brand. This fully auditable process offers:

- Full indemnity against risk
- Indemnification for privacy and environmental liability
- e-Stewards® certified recycling
- Certified environmental compliance

We handle your data destruction in the same manner that we handle our own—effectively and expertly—cleaning confidential data and specifying the entire process to our client. We eliminate client liability by offering a completed certificate of destruction documenting the entire process.

URT asset recovery services provide return on investment that translates into reinvestment, helping your company achieve its maximum potential.

FACILITY SERVICE CAPABILITIES

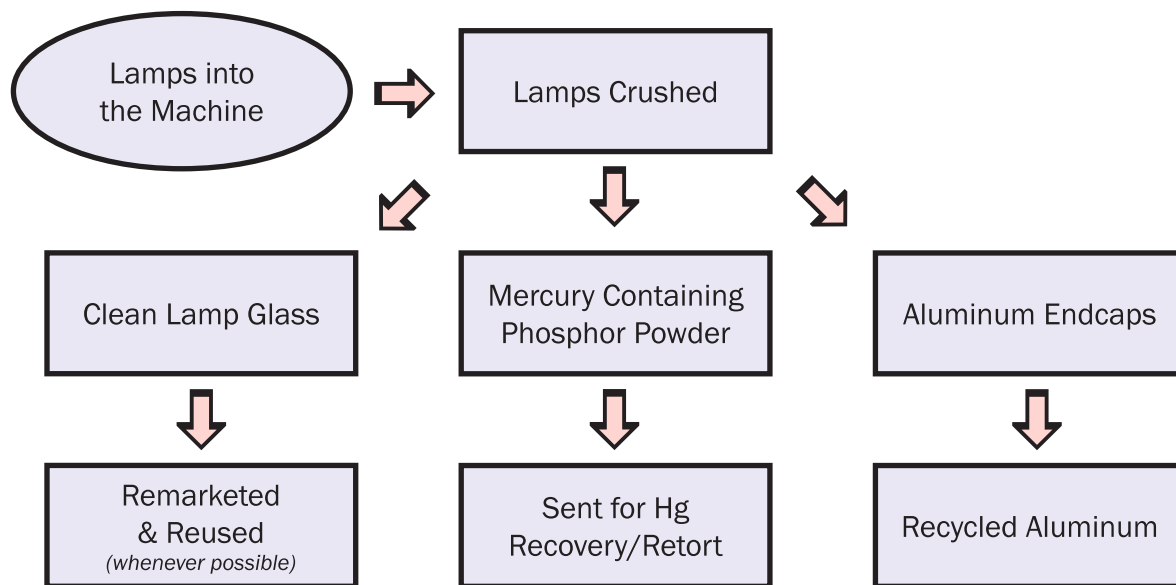
Each of URT's five facilities work together to meet the needs of URT's customers. If one facility doesn't have the capabilities needed, then the material is shipped to the closest URT facility to finish processing the material. Within the URT organization, one or more facility can specialize in specific services. This allows each facility to become more efficient at the service which in return creates additional savings for the customer. The diagram below illustrates the services offered at each facility, highlighting Fort Worth's capabilities in red.

		Wisconsin	WI- Assets	Oregon	New Hampshire	Texas
E-WASTE RECYCLING	End-of-life Electronic Processing	✓		✓	✓	✓
	CRT Glass Processing & Cleaning System	✓		✓	✓	✓
	Shredding System	✓				
U-WASTE RECYCLING	Battery Collection & Consolidation	✓		✓	✓	✓
	Fluorescent Lamp Processing					✓
	Fluorescent Lamp Collection & Consolidation	✓		✓	✓	
	Ballast Collection & Consolidation	✓		✓	✓	✓
I.T. ASSET DISPOSITION	Asset Recovery		✓	✓	✓	✓
	Asset Management		✓	✓	✓	✓
	Data Destruction		✓	✓	✓	✓
	Remarketing Programs		✓	✓	✓	✓
COMMODITIES		✓	✓	✓	✓	✓

RECYCLING PROCESS

LAMP RECYCLING PROCESS:

RESOURCE TECHNOLOGIES INCORPORATED (RTI) LSS1 LAMP PROCESSING MACHINE



URT is registered with the Texas Commission of Environmental Quality and the U.S. Environmental Protection Agency as a recycler of mercury-containing lamps. The company is approved to operate under recycling exemptions per 40 CFR, part 261c and 30 TAC Section 335.

Upon receipt of boxed lamps, URT personnel open each box and take an item-by-item inventory count of lamps. Broken lamps are segregated from intact lamps, weighed, and immediately contained in the lamp processing area to prevent spread of mercury-contaminated materials. URT accepts delivery of lamps directly from customers using their own vehicles or third party transportation services. Lamps transported from customer sites to the recycling facility by URT are recorded and shipped using a standard shipping document. The company uses no third party storage for lamps waiting for processing.

Waste lamps are processed inside the negative air pressure environment of our proprietary Modified LSS1 lamp processor that was designed and built by the URT team. The Model LSS1 Lamp Recycling System sets a higher standard for simplicity, safety, and recycling efficiency.

The Model LSS1 can process over 4,000 lamps per hour with virtually no fugitive emissions, and is capable of processing straight, circular, and U-shaped fluorescent, bulbs and lamps. The glass and metal is air-cleaned and mechanically separated. Glass and metal components are ejected from the processor and collected in boxes for immediate reuse. The calcium phosphate powder and mercury mixture is deposited in sealed 55-gallon barrels and sent for Mercury recover/retort. URT is registered as a large quantity generator (LQG) of mercury contaminated powder. Materials recovered from our lamp recycling process, e.g., lamp glass, lamp metals, and cardboard are all recycled through various glass, metal, and paper recycling companies.

BALLAST PROCESS

Upon receipt, fluorescent lighting ballasts and drums are opened, inspected, and sorted to ensure that potentially PCB containing ballasts are accounted for. The materials are then consolidated and sent to a downstream processor.

BATTERY PROCESS

Batteries accepted for processing or transport are sorted by type and contained in drums for transport and storage. Upon receipt of battery shipments, URT personnel inspect, weigh, and temporarily store as universal waste for transport to the batteries' final recycling destination.

ELECTRONIC WASTE HANDLING/RECYCLING PROCESS

Upon receipt electronic waste is delivered to the E-Waste warehouse to be staged for disassembly. If required, all data containing equipment will be sorted, handled appropriately, and stored in a secured designated area. All the electronic waste will be evaluated for parts recovery, recycled or disposed of as product, commodities or energy recovery.

Receiving:

- All inbound shipments are scheduled through the customer service department.
- Upon confirmation of shipping date, a sales order will be issued to the customer. No shipments will be received without a sales order.
- Upon delivery, the sales order will be matched to the corresponding shipping papers (*BOL*), as well as a visual inspection of the shipping load.
- Upon approval of the load and corresponding sales order, shipping papers will be signed, and materials will be considered received by processing facility. URT reserves the right to reject any part or all of incoming loads based on non-conforming materials.
- Upon receipt, each container will be assigned a distinct bar code and labeled to be tracked throughout the process system.
- Following the assignment of the tracking code, each container will be weighed and/or units counted to confirm quantities of units per container.
- Once unit quantities are confirmed, containers will be either staged for processing or delivered to the storage area.
- Shipping paperwork will be delivered to the office for order entry and invoicing.

Sorting:

- Materials received will be sorted into like categories whenever possible.
- Sorting of the materials and equipment will be based on equipment type, customer requirements, size of unit, or further evaluation criteria.
- All data containing equipment will be sorted and sent directly to the secure data processing area.

Disassembly Process:

- Upon delivery to the disassembly area, each unit will be transported or conveyed to disassembly stations. Each station will be equipped with tools adequate to completely strip each unit.
- Upon removal of the plastic casing, the CRT will then be separated from the framework, and the framework and circuitry will be placed on a conveyor or appropriate container for further processing or outbound shipment.

Completely stripped of hardware, the CRT is placed onto the conveyor system which stages the CRTs for further separation in the glass processing system.

URT POLICY

ENVIRONMENTAL, QUALITY, HEALTH, & SAFETY

URT and its staff are committed to the protection of the environment, to meeting customer expectations and to health and safety in every aspect of our operations and personnel.

The executive management will ensure that this commitment is kept to the highest priority and that the processing of equipment is done with the highest quality and in the most environmentally friendly and health and safety oriented manner.

All URT facilities adhere to a fully integrated Environmental, Quality, Health and Safety systems program. These systems meet and exceed OHSAS 18001 and e-Stewards® requirements, as further explained by the certifications.

The executive management will ensure to the best of its ability that all vendors for downstream materials will adhere to the same environmental and quality standards and protections of the health and safety of its employees as we do and to ensure that all buyers, purchasers and downstream vendors will be expected to protect the environment of developing countries by following good product stewardship guidelines.

- URT is committed to continual improvement, prevention of pollution and the prevention of injury and ill health.
- URT is committed to complying with all legal and other requirements, including the Basel Convention, Basel Amendment, OECD Decisions and national laws of import and export countries.
- URT is committed to monitoring our Environmental, Quality, Health and Safety objectives and targets and continually improving our management system.
- URT is accountable to managing Hazardous e-Waste Materials throughout the recycling chain to final disposition with due diligence to protect the environment and worker health.
- URT is committed to social accountability values including the prohibition of prison and minor labor.
- URT is committed to educating our customers on data security issues and protecting their data throughout the recycling chain.
- URT is committed to communicating and reinforcing this policy throughout our company, as well as, to our customers, our suppliers and to the public.

CONTINGENCY & EMERGENCY ACTION PLAN

This procedure defines the Contingency and Emergency Action Plan for URT employees. Top Management shall ensure the planning, the availability of resources and provide the resources needed to implement and maintain the quality and environmental management system and continually improve its effectiveness.

HAZARD ASSESSMENT

Concurrently with the identification of the hazardous materials, the Emergency Coordinator, or designee will assess possible hazards to human health or the environment. The assessment will consider both direct and indirect effects of the release, fire, or explosion (*i.e. the effects of any toxic, irritating, or asphyxiating gases that are generated, or the effects of any hazardous surface water runoffs from water or chemical agents used to control fire and heat induced explosions*).

Emergency Coordinator

The Emergency Coordinator or designee will notify all appropriate state and local emergency authorities by phone immediately if the preliminary assessment reveals a potential danger to human health or the environment. Also, the National Response Center, the Local Emergency Government Director, and the State Emergency Response Commission must be immediately notified if an accident involves a spill of a hazardous substance equal to or greater than reportable quantities.

EMERGENCY ACTION PROCEDURES

During an emergency, the Emergency Coordinator, or designee will take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other materials at the facility. These measures will include, where applicable, stopping processes and operations, collecting and containing released material, removing or isolating containers, etc.

Should any emergency involving hazards beyond Universal Recycling Technologies' employee capability to control or contain, employees shall be ordered to evacuate and public emergency response assistance shall be summoned.

URT has the following emergency procedures in place. If a more detailed description of a emergency procedure is needed, please contact your URT sales rep.

- | | |
|--|--|
| • Fire and/or Explosion | • Incompatible Waste |
| • Civil Unrest | • Plant Evacuation Procedure |
| • Spills or Material Release | • Drills & Testing |
| • Natural Disasters | • Employee Evacuation Rules |
| • Storage & Treatment of Released Materials | • Personal Training Program |
| • Theft of Hazardous Materials or Suspicious Persons | • Amendments To the Contingency / Emergency Plan (<i>Emergency Map, page 33</i>) |
| • Prevention of Recurrence or Spread | • Post Emergency Action |

WASTE ACCEPTANCE & TRACKING

All incoming loads/pick-ups are subject to strict quality control (QC) procedures to ensure that the load meets the URT waste acceptance criteria. Prior to shipment or pick-up, customers inform URT operational staff as to the nature and volume of the shipment. The load is then issued a URT purchase order number that follows the shipment through the recycling process.

All incoming shipments delivered to URT are inspected for leakage, weighed, opened, and physically examined and counted. Leaking boxes or drums are immediately segregated to minimize escape of contaminants and receive immediate inventory and processing.

The weight and physical count inventory is recorded on the Purchase order and subsequently entered into URT's computer database. All paper documents are maintained for a minimum of seven (7) years.

URT Accepts the Following Materials:

- All Electronic Equipment
- Freon Containing Equipment
- Fluorescent & Incandescent Lamps
- Mercury Devices
- Batteries, All Types
- Computer Components
- Ballast - Lighting

URT accepts waste materials on any of the following documents: RCRA manifest, Universal Waste Manifest, or Bills of Lading. PCB containing materials must be received on hazardous waste manifests and recorded using weights in kilograms (kg). Manifests and bills of lading are retained for a minimum of seven (7) years for record keeping and accountability. All wastes received are entered into URT's waste tracking database. Information retained in the databases includes: customer name, generator name, USEPA site ID number, manifest or bill of lading number, date received, exact quantities of waste received and processed by type, and date, transporter manifest number.

All off-site facilities for management of residual wastes are selected after an auditing process. URT does business with companies that we consider to have the same recycling goals as our own. URT fully audits all of its downstream vendors at intervals specified in its ISO, e-Stewards®, and company standards.

REGULATORY COMPLIANCE, RECORD KEEPING, & MONITORING

RECORDING KEEPING

URT maintains operating records for sources of wastes/materials received, waste/material inventory, descriptions, and quantities, analytical records, methods or dates of disposal, storage, treatment, recycle, or transfer, and reports of incidents requiring an emergency response or implementation of a contingency plan.

Certificates of recycling detailing the amount and type of material processed are provided to the customer within ten days.

URT maintains a written schedule for internal and on-site inspections. If deficiencies are found during inspections they are corrected in a timely manner and documented as such.

There are periodic inspections but there is no regulatory agency inspector stationed at the site.

In house audits for safety, health, industrial hygiene, and environmental concerns are performed on at least an annual basis by our Corporate EHS Department. These audits cover compliance with regulations, site or corporate standards, applicable published industry standards, and good manufacturing practices. The results are reviewed and documented. Any deficiencies are assigned a corrective action and follow-up is conducted to ensure the task is completed within a timely manner.

REGULATORY COMPLIANCE

URT is approved to operate as a destination facility for its lamp recycling process under recycling exemptions. URT manages/handles all other materials as a large quantity handler of universal waste. No waste/material management permit is required although the following permits are fully shown in the back of this packet on pages:

Texas: Lamp Recycling Unit Registration - Texas Air Division ...page 26

Texas: Storm Water Permit ... page 27

Texas: EPA ID and Solid Waste Registration ... page 29

Texas: PCB Activity ... page 30

CERTIFICATIONS

In 2011, URT's headquarters and Janesville, WI processing facilities became the 11th recycling company in the nation certified to the e-Stewards® Standard for Responsible Recycling and Reuse of Electronic Equipment.

Representing our years of concerted effort to recycle ethically and operate responsibly, URT upholds the standards and qualifications of our industry's most rigorous certifying agencies.

ISO 14001:2004 & ISO 9001:2008

The ISO 14001:2004 standard recognizes the consistent application and success of a company's environmental health and safety management system.

The ISO 9001:2008 standard takes this a step further, certifying the overall company quality management system. It demonstrates the company's commitment and ability to deliver superior quality and customer satisfaction. Both standards were developed by the International Organizations for Standardization.

MICROSOFT® REGISTERED REFURBISHER

URT is a Microsoft® Registered Refurbisher, which allows the company to install Microsoft® operating systems and software, opening up tremendous revenue opportunities for recycled computer equipment.

E-STEWARDS® CERTIFICATION

Every URT's processing facility is e-Stewards® certified, providing unparalleled security and brand protection. The e-Stewards® Certification program, created by the Basel Action Network (*BAN-www.e-stewards.org*), formally recognizes electronics recyclers that adhere to the highest environmentally and socially responsible practices when recovering materials from electronic scrap. It is the only electronics recycling standard that bans all exports of hazardous e-waste to developing countries, and prohibits the use of prison labor and dumping in local landfills. The accredited third-party audited certification program is supported by the U.S. EPA and is endorsed by Greenpeace USA, the Sierra Club, the Natural Resources Defense Council (*NRDC*), the Electronics Take Back Coalition and 68 other environmental organizations. It has drawn the public support of major corporate "e-Stewards® Enterprises" including Samsung, Alcoa, Bank of America, Capital One Financial Corp. and Wells Fargo.

URT was also recognized by BAN for its ongoing efforts to safely process and clean leaded CRT glass, a hazard that requires extra care and has historically been difficult to cleanly recycle. URT's glass recycling safely removes the coatings allowing it to be recycled and reused for various other uses. This sustainable method prevents the lead from leeching into the environment and causing harm.

"URT has demonstrated a commitment to the highest levels of responsible recycling. As one of the few recyclers nationwide who can safely process leaded TV and monitor glass, the company not only benefits its direct customers but also is a great resource to other recyclers," said BAN Executive Director Jim Puckett.

e-Stewards® Standard for Responsible Recycling & Reuse of Electronic Equipment: Version 2.0

1. SCOPE:

This international Standard specifies requirements for an environment management system to enable an Organization to develop and implement a policy and objectives which take into account legal requirements and other requirements to which the Organization subscribes, and information about significant environmental, health and safety, data security, and social accountability aspects. It applies to those Environmental and Stewardship Aspects that the Organization identifies as those

which it can control and those which it can influence. It does not itself state specific environmental performance criteria, except as defined by e-Stewards® requirements.

This International Standard is applicable to any Organization that wishes to :

- a) establish, implement, maintain and improve an environmental management system in conformity with ISO 14001: 2004 and e-Stewards® requirements,
- b) assure itself of conformity with its stated environmental policy, and minimize internal and customer risks associated with the environment, occupational health and safety, and data security,
- c) demonstrate conformity with this International Standard only by exercising option 4 below
 1. making a self-determination and self-declaration (*not allowed under e-Stewards® requirements*), or
 2. seeking confirmation of its conformance by parties having an interest in the organization, such as customers (*not allowed under e-Stewards® requirements*), or
 3. seeking confirmation of its self-declaration by a party external to the organization (*not allowed under e-Stewards® requirements*), or
 4. seeking certification/registration of its environmental management system by an external organization, and specifically by an e-Stewards accredited certification body.

All the requirements in this International Standard are intended to be incorporated into any e-Stewards® environmental management system. The extent of the application depends on factors such as the environmental policy of the Organization, the nature of its activities, products and services and the location where and the conditions in which it functions. This International Standard also provides, in Annex A1, informative guidance on its use.

The e-Stewards® Standard specifies minimum performance requirements for eligible Organizations in the electronics Recycling, asset recovery, Processing, and refining industries, inserted into the framework of the ISO 14001 environmental management system standard. This enables an Organization to develop policies and objectives which also take into account information about significant health and safety, data security, and social accountability aspects of its operation.

The term “environmental management system”, as used throughout this Standard, includes within its scope the environmental, occupational health and safety, data security, social accountability, and other performance requirements identified in this Standard. The scope of the management system also extends to Ancillary Sites owned and/or Controlled by the e-Stewards® corporate entity (see Appendix B for more information on Ancillary Sites.)

1.1 Application // 1.1.1 Integration with ISO 14001: 2004

The e-Stewards® Standard fully incorporates the requirements of the international environmental management systems standard, ISO 14001: 2004® (*/ISO*). It also includes industry-specific performance requirements which are fully integrated into ISO 14001 and are written for use internationally.

For the sake of clarity, regular font indicates the e-Stewards® industry-specific performance requirements throughout this Standard, while italic font depicts the requirements of ISO 14001: 2004. The font style does not infer greater or lesser importance of the text. Conformance to this e-Stewards® Standard requires that both sets of criteria be met in order to receive e-Stewards® certification.

The textual requirements of ISO 14001: 2004 are reproduced in full in this Standard, including references to this document as an “International Standard.” Where this phrase is used in italic font, “International Standard” refers to ISO 14001: 2004, and may also refer to the e-Stewards® Standard requirements.

NAID MEMBERSHIP

Through URT's certification in e-Stewards® V2:2013 and its own company policies, URT is compliant with the requirements of NAID AAA Certification for Computer Hard Drive Sanitization. Additionally, as a member of NAID since 2011, URT has had the ability to adopt and implement many of the NAID forms.

FINANCIAL STRENGTH

CLOSURE PLAN

Closure steps are as follows:

- URT has established a facility closure plan in order to facilitate the clean up, transport and dispersion of any and all materials left over from the e-recycling process.
- URT has established a financial assurance mechanism to accomplish the closure and remediation necessary for clean up and removal of all residual materials left at a site.
- In the event of a single facility closure URT staff from existing facilities will pack up, move and transport materials to one or more of the other existing facilities for final processing.
- In the event of a closure of any URT operations, URT will utilize its existing locations for processing of any residual materials.
- The URT Environmental Health and Safety department will conduct final assurance testing for contamination within each closed site. In the event of a complete company closure, URT will contract with certified 3rd party contractors for conducting final closure sampling and wipe analysis.

SECURITY

URT's Fort Worth, TX facility takes the following security steps:

- DVR (*Digital Video Recording*) system
- Locked security gates for all open dock doors
- Alarm system and activity reports generated on open and close times with Employee ID number
- Emergency action plan including stationed fire extinguishers and sprinkler systems are placed throughout the facility
- All employees dealing with Data Security undergoes background screening
- All data containing material is handled by trained and approved employees and is staged in a locked assets cage until preparation of shipment
- Security measures are periodically reviewed and verified



CERTIFICATE OF REGISTRATION

This is to certify that

Universal Recycling Technologies

HQ Operation

2535 Beloit Avenue Janesville , Wisconsin 53546 USA

Refer to Attachment to Certificate of Registration dated May 23, 2017 for additional certified sites

operates an

Environmental, Health and Safety Management System

which complies with the requirements of

e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment®:2013

for the following scope of certification

Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vendor selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control. File #1611499 120 Burbank Janesville, Dallas FT Worth, Texas File # 1624623 and Dover, NH file # 1611502, and Clackamas OR File # 1611501 are dependent on the continued registration of Universal Recycling Technologies HQ file #1619035 2535 Beloit ,Janesville WI.

Certificate No.: CERT-0100363

File No.: 1619035

Issue Date: May 23, 2017

Original Certification Date: May 25, 2011

Certification Effective Date: May 23, 2017

Certification Expiry Date: September 14, 2018

Nicole Grantham

General Manager SAI Global Certification Services



e-Stewards®



Registered by:

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SAI GLOBAL

INFORM. INSPIRE. IMPROVE.

ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are certified under Certificate No: CERT-0100363 issued on May 23, 2017

File No.		Effective Date
1611499	Universal Recycling Technologies 120 E. Burbank Janesville, Wisconsin 53546 USA Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vender selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control. File #1611499 120 Burbank Janesville, Dallas FT Worth, Texas File # 1624623 and Dover, NH file # 1611502, and Clackamas OR File # 1611501 are dependent on the continued registration of Universal Recycling Technologies HQ file #1619035 2535 Beloit ,Janesville WI.	May 23, 2017
1611501	Universal Recycling Technologies 10151 Jennifer Street Clackamas, Oregon 97015 USA Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vender selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control.	May 23, 2017
1611502	Universal Recycling Technologies 61 Industrial Park Drive Dover, New Hampshire 03820 USA Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vender selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control.	May 23, 2017
1619035	Universal Recycling Technologies HQ Operation 2535 Beloit Avenue Janesville, Wisconsin 53546 USA Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vender selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control.	May 23, 2017
1624623	Universal Recycling Technologies, LLC 2301 Franklin Drive Fort Worth, Texas 76106 USA Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vender selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control.	May 23, 2017

These certifications are dependent on Universal Recycling Technologies HQ Operation (File No. 1619035) maintaining their scope of registration to E-STEWARDS®:2013





CERTIFICATE OF REGISTRATION

This is to certify that

Universal Recycling Technologies

HQ Operation

2535 Beloit Avenue Janesville, Wisconsin 53546 USA

Refer to Attachment to Certificate of Registration dated September 14, 2017 for additional certified sites
operates an

Environmental Management System

which complies with the requirements of

ISO 14001:2004

for the following scope of certification

Processing of electronic waste for reuse and recycling, data destruction, bulb recycling, and recycling of universal wastes and asset recovery. URT Corporate level supports the local outlying facilities in the following functions including, but not limited to: vendor selection, legal and other requirements, EHS support, purchasing, sales, customer set-up and document control. File #1611499 120 Burbank Janesville, Dallas FT Worth, Texas File # 1624623 and Dover, NH file # 1611502, and Clackamas OR File # 1611501 are dependent on the continued registration of Universal Recycling Technologies HQ file #1619035 2535 Beloit , Janesville WI.

Certificate No.: CERT-0105318

File No.: 1619035

Issue Date: September 14, 2017

Original Certification Date: May 25, 2011

Certification Effective Date: September 13, 2017

Certification Expiry Date: September 14, 2018

Nicole Grantham
General Manager SAI Global Certification Services



ISO 14001



Registered by:
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ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0105318 issued on September 14, 2017

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These registrations are dependent on Universal Recycling Technologies HQ Operation (File No. 1619035) maintaining their scope of registration to ISO 14001:2004

ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0105318 issued on September 14, 2017

These registrations are dependent on Universal Recycling Technologies HQ
Operation (File No. 1619035) maintaining their scope of registration to ISO
14001:2004



URT : TEXAS AUDIT PACKET

LAMP RECYCLING UNIT REGISTRATION - TEXAS AIR DIVISION

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



PENDING
Address Change

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 28, 2011

MR TOM PRITCHETT
ENVIRONMENTAL HEALTH AND SAFETY DIRECTOR
UNIVERSAL RECYCLING TECHNOLOGIES LLC
2535 BELOIT AVE
JANESVILLE WI 53546-3046

Permit by Rule Registration Number:	95765
Location/City/County:	731 Eight Twenty Blvd Ste 200, Fort Worth, Tarrant County
Project Description/Unit:	Fluorescent Lamp Recycling Unit
Regulated Entity Number:	RN106003965
Customer Reference Number:	CN603715756
New or Existing Site:	New
Affected Permit (if applicable):	None
Renewal Date (if applicable):	None

Universal Recycling Technologies, LLC has registered a Fluorescent Lamp Recycling Unit under Title 30 Texas Administrative Code §§ 106.261. For rule information see:

www.tceq.texas.gov/permitting/air/nav/numerical_index.html

No planned MSS emissions have been represented or reviewed for this registration. The company is also reminded that these facilities may be subject to and must comply with other state and federal air quality requirements. All analytical data generated by a mobile or stationary laboratory to support the compliance with an air permit must be obtained from a NELAC (National Environmental Laboratory Accreditation Conference) accredited laboratory. For additional information regarding the laboratory accreditation program, please see the following Web site which includes the accreditation and exemption information:

www.tceq.texas.gov/compliance/compliance_support/qa/env_lab_accreditation.html

This registration is taken under the authority delegated by the Executive Director of the TCEQ. If you have questions, please contact Mr. Kevin Whitenight at (512) 239-4334.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne M. Inman".

Anne M. Inman, P.E., Manager
Rule Registrations Section
Air Permits Division

cc: Environmental Program Manager, Transportation & Public Works/Environmental Services Air
PGM, City of Fort Worth, Fort Worth
Air Section Manager, Region 4 - Fort Worth

Project Number: 165008

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

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TEXAS: STORM WATER PERMIT (PAGE 1 OF 2)

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 12, 2016

Dear Applicant:

Re: TPDES Multi-Sector General Permit
No Exposure Certification Authorization

Your No Exposure Certification (NEC) application for NEC coverage under the general permit for discharge of stormwater associated with industrial activities has been received. Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Division Director of the Water Quality Division has issued the enclosed Certificate.

Please refer to the attached certificate for the identification number that was assigned to your project/site and the effective date. Please use this number to reference this project/site for future communications with the Texas Commission on Environmental Quality (TCEQ).

Effective September 1, 2017, all applications must be submitted online using TCEQs ePermits (STEERS) system, unless the permittee requests and obtains an electronic reporting waiver.

For questions related to processing of forms you may contact the Stormwater Processing Center by email at swpermit@tceq.texas.gov or by telephone at (512) 239-3700. If you have any questions regarding coverage under this general permit or other technical issues, you may contact the Stormwater technical staff by email at swgp@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the stormwater web site at www.tceq.texas.gov.

Sincerely,

A handwritten signature in cursive script that reads "David W Galindo".

David W. Galindo, Director
Water Quality Division
Texas Commission on Environmental Quality



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Texas Pollutant Discharge Elimination System Stormwater Multi-Sector General Permit

The No Exposure Certification (NEC) for the facility listed below was received on October 12, 2016. The intent to obtain a conditional exclusion from permit requirements by certifying that there is no exposure of industrial materials or activities to precipitation or runoff, as allowed in the Texas Pollutant Discharge Elimination System (TPDES) stormwater multi-sector general permit TXR050000, is acknowledged. Your facility's TPDES multi-sector stormwater general permit authorization number is:

TXRNEAD22

Coverage Effective: February 05, 2015

TCEQ's stormwater multi-sector general permit requires that facilities authorized under this general permit based on having no exposure of industrial activities to ensure that industrial activities and materials are isolated from stormwater and stormwater runoff by storm resistant shelters. As a facility authorized to discharge under the stormwater multi-sector general permit, all applicable terms and conditions related to this conditional exclusion must be complied with to maintain coverage and avoid possible penalties. If this facility changes operating or management practices so as to result in exposure of industrial activities to stormwater, then the operator must obtain permit coverage to discharge storm water before implementing the changes that result in exposure of industrial activities to stormwater runoff.

Project/Site Information:

RN107979726
Universal Recycling Technologies Facility
2301 Franklin Dr
Fort Worth, TX 76106
Tarrant County

Operator:

CN603715756
Universal Recycling Technologies, LLC
2535 Beloit Ave
Janesville, WI 53546

This permit expires on August 14, 2021, unless otherwise amended. If you have any questions related to processing, you may contact the Stormwater Processing Center by email at swpermit@tceq.texas.gov or by telephone at (512) 239-3700. For technical issues, you may contact the stormwater technical staff by email at swgp@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the TCEQ web site at http://www2.tceq.texas.gov/wq_dpa/index.cfm. A copy of this document should be kept with your SWP3.

Issued Date: October 12, 2016

FOR THE COMMISSION

TEXAS: SOLID WASTE REGISTRATION

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 16, 2015

Mr. Paul Orlowski
Environmental, Health, and Safety Director
Universal Recycling Technologies, LLC
2535 Beloit Avenue
Janesville, Wisconsin 53546

Re: Universal Recycling Technologies Facility – Tarrant County
Municipal Solid Waste (MSW) - Notification No. 100426
Recycling Operation – Acknowledgement
Tracking No. 19368618; RN107979726/CN603715756

Dear Mr. Orlowski:

The Texas Commission on Environmental Quality (TCEQ) MSW Permits Section has completed review of the referenced Notice of Intent to Operate a Recycling Facility form and TCEQ Core Data Form dated April 10, 2015. The submittal is in accordance with the notification and reporting requirements of Title 30 Texas Administrative Code (30 TAC) §328.5 and §330.11(e)(2). Your facility has been assigned the MSW Number 100426. Please reference this number in all future correspondence to the TCEQ.

As stated in the NOI to Operate a Recycling Facility form and accompanying submittals, the following are specifications related to this facility:

Name of Site Operator:	Universal Recycling Technologies, LLC
Contact Information:	(608) 314-8112, porlowski@universalrecyclers.com
Property Owner:	Kensington Realty, Inc.
Facility Address:	2301 Franklin Drive, Fort Worth, TX 76106-2224
Materials Accepted:	electronics

Covered Television Equipment Recycler according to 30 TAC §328.165: No

Combustible Materials Managed at the Facility: No

Enclosed is a copy of the requirements that apply to this facility. Please be aware that it is a continuing obligation of persons associated with a facility to ensure facility operations are conducted in a manner which does not cause a nuisance or endangerment of the public health, welfare, or the environment. Failure to operate and maintain the facility in accordance with applicable federal and state laws and regulations, as proposed in the current Notice of Intent form, will be considered a violation that may be subject to enforcement action.

Please note that the facility may be subject to other regulatory requirements (storm water permits, air emission permits, etc.) and is required to obtain such authorization prior to commencing operations.

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TEXAS: PCB ACTIVITY



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

PAUL ORLOWSKI
2535 BELOIT AVE
JANESVILLE

WISCONSIN
535463046

OFFICE OF
SOLID WASTE AND
EMERGENCY RESPONSE

May 5, 2015

Subject: Modification to Notification of PCB Activity

This is to notify you that the Environmental Protection Agency has received your request to either modify the entry or remove the facility from the PCB waste handlers database. EPA has taken the following action, as indicated by an "X," in response to your request.

EPA ID Number: TXR000083122

Handler Name: UNIVERSAL RECYCLING TECHNOLOGIES

- ☒ The modification you requested has been made, and this letter serves as your confirmation.
- ☐ A code has been inserted into the PCB waste handlers database to indicate that your company notified and subsequently requested withdrawal of the notification. This letter serves as your confirmation.
- ☐ Other: see explanation below.

If you have any questions regarding the PCB waste handlers database, please contact Steven Kohm at ORCRPCBs@epa.gov or (703) 308-0035.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Hockey", is positioned above the typed name.

Dave Hockey, Chief
Cleanup Programs Branch

TEXAS: EMERGENCY MAP

Universal Recycling Technologies
2301 Franklin Dr.
Fort Worth TX 76106

