



Amendment No. 1  
to  
Contract No. NA180000100  
for  
Electronics Recycling  
between  
Universal Recycling Technologies, LLC  
and the  
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase authorization by \$31,500. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/13/2018 – 04/12/2021	\$126,000.00	\$126,000.00
Amendment No. 1: Add Authorization	\$31,500.00	\$157,500.00

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 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.
- 4.0 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

June 18, 2019

Date

**CITY OF AUSTIN**

*Sandy Wirtanen*

Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

6/18/19

Date



## City of Austin

### Purchasing Office

P.O. Box 1088, Austin, TX 78767

April 16, 2018

Universal Recycling Technologies, LLC  
Roy Gordon  
Regional Account Manager  
2301 Franklin Drive  
Fort Worth, TX 76106

Dear Roy:

The City of Austin has approved the execution of a contract with your company for electronics recycling in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Andy Dawson
Department Contact Email Address:	<a href="mailto:Andy.dawson@austintexas.gov">Andy.dawson@austintexas.gov</a>
Department Contact Telephone:	512-974-4342
Project Name:	Electronics Recycling
Contractor Name:	Universal Recycling Technologies, LLC
Contract Number:	MA 1500 NA180000100
Contract Period:	4/13/2018 – 4/12/2021
Dollar Amount	\$126,000.00 for initial term
Extension Options:	Two 12-month options at \$42,000/option
Requisition Number:	RQM 1500 18020100241
Solicitation Type & Number:	RFP 1500 SLW0524

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen  
Procurement Specialist IV  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Universal Recycling Technologies, LLC ("Contractor")  
for  
Electronics Recycling  
MA 1500 NA180000100**

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, LLC having offices at 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 RFP 1500 SLW0524.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP, 1500 SLW0524 including all documents incorporated by reference
- 1.1.3 Universal Recycling Technologies, LLC's Offer, dated March 1, 2018, 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.**

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a 36 month Contract. Prices are firm for the first twelve (12) months.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$126,000 for the initial Contract term and \$42,000 for each extension option 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

4/13/2018

Date

CITY OF AUSTIN

*Sandy Wirtanen*

Signature

*Sandy Wirtanen*

Printed Name of Authorized Person

*Procurement Specialist IV*

Title

4/13/18

Date





Wisconsin • Oregon  
Texas • New Hampshire

March 1, 2018

City of Austin, Municipal Building  
Purchasing Office-Response Enclosed for Solicitation #RFP 15000/SLW0524  
124 W 8th Street, Rm 308  
Austin, Texas 78701  
Reception Phone: (512) 974-2500

RE: SOLICITATION NO: RFP 15000/SLW0524 / Electronics Recycling

URT sincerely appreciates the opportunity to submit a quote for the City of Austin's Electronics Recycling.

Universal Recycling Technologies, LLC (URT) is a national recycling organization focusing on electronic and universal waste management. With its headquarters in Wisconsin, URT has processing facilities in New Hampshire, Oregon and Texas. URT's Wisconsin facilities have been fully certified to ISO 9001: 2015 with the other URT sites being fully compliant with ISO 9001:2015. All of URT's facilities and operations have been certified to the e-Steward® Standard for Responsible Recycling and Reuse of Electronic Equipment. The e-Stewards® Electronic Recycling Certification is the first fully accredited, independently audited certification program designed to ensure that e-waste will be responsibly—and accountably—recycled. e-Steward® certified recyclers adhere to the strictest available recycling standards in the industry, and fully incorporates a full ISO 14001 environmental management system with significant additions for health & safety, mirroring requirements of OASAS 18001.

URT looks forward to your consideration of our services/pricing proposal to meet the needs of the City of Austin.

The attached documentation and quote are valid for 180 days from the date of submittal.

Best Regards,

Roy Gordon Regional Account Manager  
917-201-7929  
[rgordon@URTolutions.com](mailto:rgordon@URTolutions.com)



**ADDENDUM  
ELECTRONICS RECYCLING  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP 1500 SLW0524**

**Addendum No: 2**

**Date of Addendum: 3/1/2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions and Answers:**

**Q1: Can an offeror be only R2 certified?**

A1: No, a minimum qualification of offerors is that they are e-Stewards certified. The certification should be included with the submittal.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

  
Sandy Wirtanen, Procurement Specialist IV  
Purchasing Office, 512-974-7711

3/1/18

Date

ACKNOWLEDGED BY:

James Cornwell

Name



Authorized Signature

3/1/2018

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
ELECTRONICS RECYCLING  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP 1500 SLW0524**

**Addendum No: 1**

**Date of Addendum: 2/26/2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Additional Information:**

- 1) The Pre-Proposal sign in log is attached.

**II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

Sandy Virtanen, Procurement Specialist IV  
Purchasing Office, 512-974-7711

2/26/18

Date

ACKNOWLEDGED BY:

James Cornwell

Name

Authorized Signature

2/26/2018

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



Wisconsin • Oregon  
Texas • New Hampshire

## Company Overview

URT, Universal Recycling Technologies ([www.URTsolutions.com](http://www.URTsolutions.com)), is a recycling company that provides electronics recycling, universal waste recycling and asset recovery solutions across a diverse range market segments including OEMs, retailers, municipalities and Fortune 500 organizations.

URT is headquartered in Wisconsin, with additional facilities in Texas, New Hampshire and Oregon. All of URT's processing facilities are ISO 9001:2008 and e-Stewards® certified. Since 2007, URT has been owned by Hendricks Holding Company ([www.hendricksholding.com](http://www.hendricksholding.com)), an investment and corporate development group with a diverse portfolio of businesses that span the globe and a proven track record of success.

From electronic and universal waste recycling to asset management and pack-and-ship box programs, URT is poised to serve its customers' diverse recycling needs. URT's nationwide locations allow companies of all sizes and in any geographic area in the United States to easily and cost effectively process recycling materials.

As an e-Stewards® certified recycler, URT processes all materials in full compliance with best practice industry standards. The e-Stewards program is the most comprehensive and aggressive recycler certification program available today. URT customers may rest assured that their recycling partner is adhering to the strictest ethical standards, processing all materials in a way that protects both customer interests and the environment. Downstream accountability is assured.

URT works with more than 20 large and geographically dispersed original equipment manufacturers (OEMs), managing collections through 20 state legislative programs and ten voluntary programs in other states. URT's extensive collector network includes municipal and retail locations across the nation—covering all 50 states—greatly expanding potential and capacity for its customers.

URT provides an effective, economical solution for recycling obsolete monitors and televisions into new cathode ray tube glass—one of the few clean glass-to-glass processes available on the market today. Glass is sorted by type and chemistry, to produce furnace-ready cullet with no exposure to the environment. The processed, clean glass is reused for its original purpose, eliminating customer liability associated with managing hazardous materials. This is the preferred management method of state and federal regulatory agencies.

URT's end-of-life processing programs keep millions of pounds of e-waste from entering our nation's landfills each year. An expert in both recycling and material recovery, URT offers comprehensive recycling of all types of electronic equipment, including: consumer electronics, security equipment, computers and peripherals, laboratory equipment, communication devices, testing equipment, network devices, point-of-sale systems, office equipment, cathode ray tubes, uninterruptible power supplies, circuit boards, appliances and more.

Following U.S. EPA requirements, URT recycles all equipment to its individual commodity components and separates all hazardous materials onsite, providing customers with documentation that provides protection and eliminates the liability associated with the hazards of electronics. By managing 100% of the process, URT assumes all of the liability for its customers' obsolete or damaged equipment. Additionally, URT offers in-house shredding capabilities and strategic alliances with key refining and smelting foundries, maximizing its ability to identify, extract and obtain higher returns on commodity materials.

URT's asset recovery services feature barcode tracking of each asset or consumer electronic return with detailed tracking and reporting for complete transparency. Comprehensive liability insurance and documented end-to-end chain of custody provide full indemnity against risk. Security is assured throughout all processes. Facilities are equipped with independently-monitored video surveillance, access is restricted to tightly-controlled, approved personnel and extensive background checks are conducted.

URT's data destruction capabilities are unparalleled. URT is a member of the National Association for Information Destruction (NAID) and International Association of Information Technology Asset Managers (IAITAM), and utilizes the industry-leading Blancco hard drive sanitation software. All processes are Department of Defense approved. URT manages the asset recovery process for its customers so that all state, federal and industry regulations are met and exceeded.

URT has extensive experience with and knowledge of secondary markets, facilitating enhanced sales and revenue sharing for assets with second-life potential. Remarketing used technology helps URT's customers recover valuable investment capital. URT also operates its own online and brick-and-mortar retail sales operations under the brand name URT Outlet, providing additional, hassle-free sales opportunities. URT is also certified as a Microsoft® Registered Refurbisher, which allows the company to install Microsoft® operating systems and software, opening up tremendous revenue opportunities for recycled computer equipment.

URT's mission is to become a market leader in electronic and universal waste management focused on innovative technology with commitment to continuous improvement. URT is committed to continuous improvement that tracks with leading-edge technology and processes—the best of the best. URT promises to serve every stakeholder group with honesty, integrity, and professionalism, providing forward-thinking, responsible, and dependable recycling services that exceed industry standards.



## **City of Austin Purchasing Documents**



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP 1500 SLW0524

**COMMODITY/SERVICE DESCRIPTION:** Electronics Recycling

**DATE ISSUED:** February 12, 2018

**REQUISITION NO.:** RQM 1500 18020100241

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** February 22, 2018 at 1:00 PM

**COMMODITY CODE:** 96270

**LOCATION:** Purchasing Office Conference Room, 124 W. 8<sup>th</sup> Street, 3<sup>rd</sup> Floor, Austin, TX 78701

Or call-in by dialing 512-974-9300, code 203078

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

**PROPOSAL DUE PRIOR TO:** March 6, 2018 at 2:00 PM

**PROPOSAL OPENING TIME AND DATE:** March 6, 2018 at 3:00 PM

Sandy Wirtanen  
Procurement Specialist IV

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-7711  
**E-Mail:** sandy.wirtanen@austintexas.gov

**LIVE SOLICITATION OPENING ONLINE:** For RFP's, only the names of respondents will be read aloud

Georgia Billela  
Procurement Specialist III

**For information on how to attend the Solicitation Closing online, please select this link:**

**Phone:** (512) 974-2939  
**E-Mail:** Georgia.billela@austintexas.gov

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW0524	Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW0524
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB) OF YOUR RESPONSE**

**\*\*\*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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0600B	PRICE SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	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 the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](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 8<sup>th</sup> 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: James Cornwell

Title: President

Signature of Officer or Authorized Representative: 

Date: 3/1/2018

Email Address: jcornwell@URTolutions.com

Phone Number: 608-314-8111

**\* Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
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



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

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.

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

**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 2<sup>nd</sup> Street, 4<sup>th</sup> 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. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- 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.

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- 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".

**CITY OF AUSTIN  
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SUPPLEMENTAL PURCHASE PROVISIONS**

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 week prior to the solicitation due date by 1:00 PM CST. Any requests should be emailed to [sandy.wirtanen@austintexas.gov](mailto: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

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

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.

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- (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.
    - (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 commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
  - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
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

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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 15<sup>th</sup> 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](mailto: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. 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.

**6. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
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Database Name: Producer Price Index – Industry Data	
Series ID: PCU429930429930	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Description of Series ID: Material Recyclers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

7. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- 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.

8. **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

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512-974-4342

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Andy.dawson@austintexas.gov

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**CITY OF AUSTIN  
SCOPE OF WORK  
ELECTRONICS RECYCLING SERVICES  
SOLICITATION NUMBER: RFP 1500 SLW0524**

**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



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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

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- 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

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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. While the Contractor may resell City data-containing components, under no circumstances shall data-containing components obtained from the public be resold. The Contractor shall properly destroy and recycle any data-containing components obtained from the public so that no data may 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. All hard disk drives shall be wiped according to the US Department of Defense's standards, including DoD 5520.22-M.

**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,

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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.

**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

**CITY OF AUSTIN  
SCOPE OF WORK  
ELECTRONICS RECYCLING SERVICES  
SOLICITATION NUMBER: RFP 1500 SLW0524**

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.

**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. Failure to adhere to this requirement will be considered a breach of contract.

**6.2 Forms**

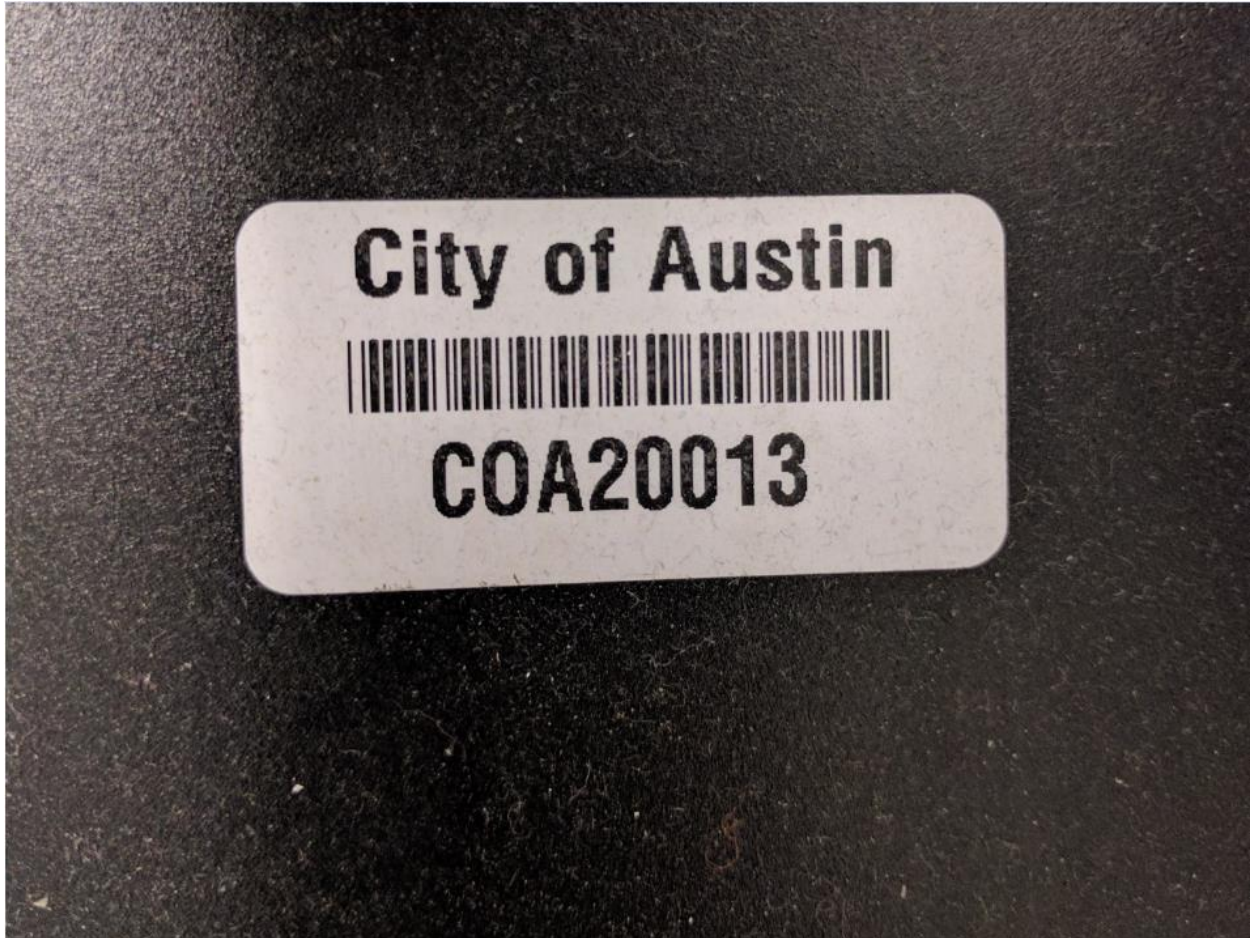
The Contractor shall provide ARR printed or carbon copies of signed manifest and shipment forms at the time of every shipment from the RRDOC to the Contract Manager.

**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.



**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 1500 SLW0524**

**1. PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

A. **Tab 1 – Executive Summary:** Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal.

B. **Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0510 – Exceptions Checklist
- iii. Section 0605 – Local Business Presence Identification
- iv. Section 0700 – Reference Sheet
- v. Section 0800 – Non-Discrimination and Non-Retaliation Certification
- vi. Section 0835 – Non-Resident Bidder Provisions
- vii. Section 0840 – SDVBE Contractor Certification
- viii. Published Addendums

C. **Tab 3 – Authorized Negotiator:** Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. **Tab 4 – Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

E. **Tab 5 – System Concept and Solutions Proposed:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. This should include:

- i. Proposed technology to be utilized for material processing
- ii. Ability to provide the necessary equipment and materials
- iii. Personnel responsibilities clearly identified
- iv. Overall plan for meeting the stated objectives of the Scope of Work
- v. Thoroughness in demonstrating how materials of concern are handled and how the material is handled after it leave the Contractor's facility
- vi. A list of acceptable Electronics and a list of Electronics that will not be accepted
- vii. A process to assure all data-containing components are properly destroyed and then recycled so no data can be recovered

F. **Tab 6 – Evidence of Good Organization and Management Practices and Personnel Qualifications:** Provide an illustration/description of the Contractor's management hierarchy, how the business is organized, the size of the business, and demonstrated technical ability of management staff to successfully oversee services as required in the Scope of Work (include successful projects similar in scope). Include qualifications and certifications of personnel who will be directly providing services under the Contract, including relevant work experience and the length of time with the company and within the industry (could include resumes). Please include demonstrated compliance with e-Stewards standards and compliance with all federal, state, and local laws and regulations.

G. **Tab 7 – Demonstrated Applicable Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
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experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. Must have been in business providing similar services for at least five years. Demonstrated success in supporting similar municipal Electronics Recycling programs.

- H. **Tab 8 – Cost Proposal:** Total cost and revenue as reflected in Section 0600 – Proposed Cost and Revenue Share. The amounts entered shall reflect all processing services, equipment, and materials provided by the Contractor under the Contract, including pick-up and transport of all electronics from City property. If a revenue share is proposed, include a document that thoroughly details the methodology for calculation the revenue share to the City. Also submit a contingency plan and the related impacts to the City in the event the service fees exceed the revenue generated from reusing/reselling, refurbishing, and recycling the Electronics for any given period.
- K. **Tab 9 – Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

2. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. **LOCAL BUSINESS PRESENCE:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.



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PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
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4. **SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.
5. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
6. **EXCEPTIONS:** List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
7. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

8. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

9. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

(1) System Concept and Proposed Solution (Tab 5)	32 points
(2) Total Evaluated Cost and Revenue Share Proposal (Tab 8)	25 points
(3) Evidence of Good Organization and Management Practices and Personnel Qualifications (Tab 6)	20 points
(4) Demonstrated Applicable Experience (Tab 7)	10 points
(5) Service-Disabled Veteran Business Enterprise certification (Tab 2)	3 points

**CITY OF AUSTIN  
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(6) LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Universal Recycling Technologies, LLC	
Physical Address	2301 Franklin Dr. Fort Worth, TX 76106	
Is your headquarters located in the Corporate City Limits? (circle one)		No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)		No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding 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 Poierce  
Project Name eWaste Recycling Services  
Present Address 3112 Canton Street, Ste 200  
City, State, Zip Code Dalas, 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 Anna Dunbar  
Project Name eWaste Recycling Services  
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.

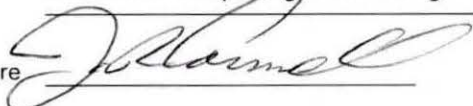
**Sanctions:**

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 first day of March, 2018

CONTRACTOR Universal Recycling Technologies, LLC  
Authorized Signature   
Title President

**Section 0835: Non-Resident Bidder Provisions**

Company Name Universal 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 id 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: \_\_\_\_\_



Section 0840, Service-Disabled Veteran Business Enterprise Preference

<b>Offeror Name</b>
Universal Recycling Technologies, LLC

**Additional Solicitation Instructions.**

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
  - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

## Authorized Negotiator

## KEY PERSONNEL

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**Roy Gordon**

**Regional Account Manager**

Universal Recycling Technologies – Texas

817-201-7929

[rgordon@URTolutions.com](mailto:rgordon@URTolutions.com)

**Lisa Baileys**

**Program Manager**

Universal Recycling Technologies – Corporate

607-321-9601

[lbaileys@URTolutions.com](mailto:lbaileys@URTolutions.com)

**Justin Boggs**

**Plant Manager**

Universal Recycling Technologies – Texas

817-924-9300

[jboggs@URTolutions.com](mailto:jboggs@URTolutions.com)

**Business Relations Coordinating Team (Scheduling)**

Universal Recycling Technologies – Corporate/Texas

877-278-0799

[customerservice@URTolutions.com](mailto:customerservice@URTolutions.com)

**Deborah Salman**

**Accounts Receivable Specialist(Invoicing & Reports)**

Universal Recycling Technologies – Corporate

608-314-8120

[dsalman@URTolutions.com](mailto:dsalman@URTolutions.com)

## **Business Organization**

## FACILITIES' LOCATIONS & CAPABILITIES

### WISCONSIN FACILITY - HDQ

Plant Manager: Randy Call  
 2535 Beloit Avenue  
 Janesville, WI 53546  
 Phone: (877) 278-0799  
 Fax: (608) 754-3473

### WISCONSIN - ASSETS FACILITY

Plant Manager: Ralph (Mac) McGinnis  
 120 E. Burbank Avenue  
 Janesville, WI 53546  
 Phone: (877) 278-0799  
 FAX: (608) 314-8180

### TEXAS FACILITY

Plant Manager: Justin Boggs  
 2301 Franklin Dr.  
 Fort Worth, TX 76106  
 Phone: (817)-924-9300

### NEW HAMPSHIRE FACILITY

Plant Manager: Keith Simpson  
 61 Industrial Park Drive  
 Dover, NH 03820  
 Phone: (603) 422-7711  
 Fax: (603) 422-7720

### OREGON FACILITY

Plant Manager: Robert Gaudinier  
 10151 S.E. Jennifer Street  
 Clackamas, OR 97015  
 Phone: (503) 722-2236  
 Fax: (503) 722-2322

		Janesville, WI Beloit Ave.	Janesville, WI Burbank Ave.	Clackamas, OR	Dover, NH	Fort Worth, TX
<b>E-WASTE RECYCLING</b>	End-of-life Electronic Processing	✓		✓	✓	✓
	CRT Glass-to-Glass Processing & Cleaning System	✓		✓	✓	✓
	Shredding System	✓				
<b>U-WASTE RECYCLING</b>	Battery Collection & Consolidation	✓		✓	✓	✓
	Fluorescent Lamp Processing					✓
	Fluorescent Lamp Collection & Consolidation	✓		✓	✓	
	Ballast Collection & Consolidation	✓		✓	✓	✓
<b>I.T. ASSET DISPOSITION</b>	Asset Recovery		✓	✓	✓	✓
	Asset Management		✓	✓	✓	✓
	Data Destruction		✓	✓	✓	✓
	Remarketing Programs		✓	✓	✓	✓
<b>COMMODITIES</b>		✓	✓	✓	✓	✓

## **System Concept & Solutions Proposed**

## **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.

### **1.) Receiving Process:**

- 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. Universal Recycling Technologies, LLC 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.

### **2.) Sorting Process:**

- 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.

### **3.) 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. These tubes are sent to URT's Janesville, WI facility for final processing and recovery.

# PROCESS REQUIREMENTS

## SCHEDULING PROCESS REQUIREMENTS

---

- The URT Business Relations Specialist, BRC, (*or designee*) receives a service request from a sales associate or a customer via telephone (877) 278-0799, email customerservice@URTolutions.com or fax (608) 754-3473.
- If the facility receives a customer request, the information is forwarded to the BRC.
- Utilizing URT facility's receiving calendar, a customer pick up or drop-off is scheduled based on available openings and an appointment is made to receive material. For EOL (*End-of-Life*) processes, the receiving calendar is available via Intranet or printed copy for the next day shipments.
- Supply requests are addressed at time of request and with all efforts in meeting the needs of City of Austin.
- Shipping instructions are detailed on the purchase order created by the BRC.
- If a delay or rescheduling occurs, the Scheduling Team (*or designee*) communicates any changes in the schedule to the BRC and receiving department (*via email or in person*). Any customer-arranged transportation delivery delays are communicated to the BRC (*or designee*) and rescheduled as the facility receiving schedule allows.

## RECEIVING PROCESS REQUIREMENTS

- All incoming material is delivered to the URT receiving dock. A bill of lading document identifying the general material in the load is provided by carrier or manifest to the facility.
- The receiving forklift operator unloads the trailers, weighing each container on the floor scales. Delivery bills of lading are given to the receiving clerk for processing.
- Material is identified by type of material. The purchase order number that accompanies the bill of lading or manifest should match the purchase order number on the daily pickup list or receiving calendar.
- If the bill of lading has estimated or actual weights, the Receiving Clerk adjusts for any differences on the customer copy. The Receiving Clerk inputs the actual scaled weight and posts the data into Microsoft Dynamics AX inventory. Additionally, if materials received are bulbs or lamps, total counts are added by number and size of each item (*where applicable*), and the data is posted into Microsoft Dynamics AX inventory along with the weight.
- The Receiving Clerk will remove or deface any incoming labels whenever possible and accessible. Lot label identification tags are placed on all skids. This lot tag is placed on the top right or top left side of the box (*depending on placement into the bay*). The tag is placed on the open side of the bay walkway to support inventory control. Facilities determine the common tag location per layout and storage requirements at each location.
- The load is posted in Microsoft Dynamics AX when the truckload is completed. A packing slip is created from Microsoft Dynamics AX. One copy of the customer bill of lading is retained by the receiving clerk and the remaining copies are given to the truck driver.
- The packing slip and the customer bill of lading are placed into the production office box for the BRC, Operations staff, or designee. Every bill of lading is reviewed for discrepancies in weight or material type reported by the Receiving Clerk. The originals are scanned at the receiving facility into AX Microsoft Dynamics within 24 hours of receipt. Discrepancies are forwarded via email to the BRC for customer notification.

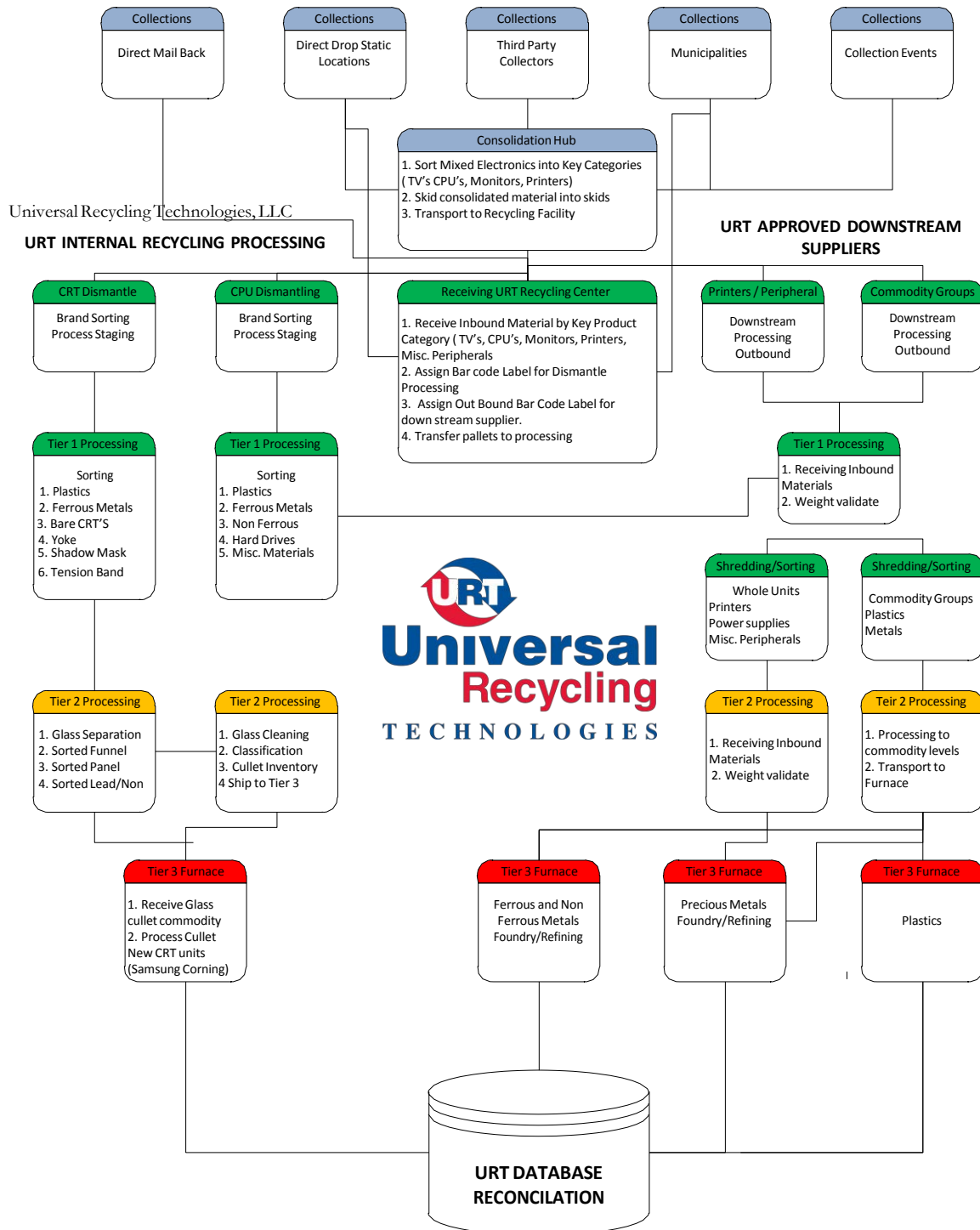


## **INVOICING PROCESS REQUIREMENTS**

- After materials are received, the Receiving Shipping Clerk provides the signed documents and backup detail (*known going forward as “paperwork”*) to the Business Relations Coordinator (*BRC*) or designee assigned to their facility.
- The paperwork should consist of, but is not limited to, a signed bill of lading and customer inventory sheet. Once the paperwork is received by the BRC, the purchase order (*or internal packing slip in AX*) is compared to the external, signed bill of lading and customer inventory sheet (*if provided*).
- Materials received will fall under three categories: Consumer, Business to Business, Assets.
  - Covered materials are invoiced to the manufacturers or collector under state program guidelines as designated by the Sales Department.
  - Business to Business materials are billed to the customer as defined in their agreement. Asset materials are billed to the customer as defined in their agreement.
- Once the paperwork has been inspected and, if necessary, adjusted, the BRC invoices the customer for business to business materials and covered material if necessary. National Accounts Specialist will bill manufacturers, and other national accounts either once or twice a month depending on the agreement made.
- The date of the invoice is the date on the URT packing slip/last receipt date (*actual date the material was received or, in the case of consumer materials, the 15th or the last day of the month per agreements with manufacturers. Other national accounts that are billed on the last day of the month per contract agreements*).
- For non-covered materials, sales orders are invoiced with three business days of the receipt of the paper work, unless the BRC discovers discrepancies and has contact the customer for clarification or corrective action.
- A Certificate of Recycling is created after the material has been received. The certificate references the received materials.
- The invoice and certificates are mailed/emailed out to the customer or manufacturer once completed.



Wisconsin • Oregon  
Texas • New Hampshire





# E-WASTE SPECIFICATION SHEET

## ACCEPTABLE E-WASTE

Blender	Fax Machine	Printers
Bug Zapper	Freon Containing Devices	Radios/Stereos
Cable Boxes	Game Consoles	Receiver
Calculator	GPS Navigatior	Remote Control
Camcorder	Home/Office/Cell Phones	Satelite Receiver
Camera	Keyboards	Scanners
Coffee Maker	Kitchen Electronics	Small Server
Consumer Electronics	Laptops	Speakers
Copiers	Major Appliances	Tablet
CPU's	Mice	Televisions (Complete)
CRT Tubes	Microwaves	Toaster Ovens
Digital Converter	Monitors (CRT/LCD)	Vacuum
Docking Stations	MP3	VCR's/DVD/CD Players
DVR	Pager	Walkie-Talkie
Electronic Toys	PC's Whole Units	Wire/Cable/Power Supplies
Fans	Pressure Washer	

## UNACCEPTABLE E-WASTE

Contaminated Medical Equipment	Fire Alarms	X-Ray Devices
Dehumidifiers	Mercury Containing Devices	Any Material Containing PCB's
Exit Signs	Smoke Detectors	Any Unit with Liquids or Sludge
Fire Extinguishers		

If you have any materials that is not listed above, please contact our sales team at:  
[sales@URTolutions.com](mailto:sales@URTolutions.com)

# **Evidence of Good Organization & Management Practices & Personnel Qualifications**

## SAFETY & TRAINING

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

The executive management team ensures that this commitment remains the highest priority and that the processing of equipment is completed under strict quality controls in an environmentally friendly, healthy and safe manner.

The executive management team ensures to the best of its ability that all vendors for downstream materials adhere to the same environmental and quality standards and protections as URT. All URT buyers, purchasers and downstream vendors are 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.
- Complying and exceeding all legal and other requirements, including the Basel Convention, Basel Amend Amendment, OECD Decisions and national laws of import and export countries.
- Monitoring its Environmental, Quality, Health and Safety objectives and targets, and continually improving its management system.
- Managing hazardous e-waste materials throughout the recycling chain to final disposition with due diligence to protect the environment and worker health.
- Social accountability values, including the prohibition of prison and minor labor.
- Educating its customers on data security issues and protecting their data throughout the recycling chain.

URT communicates and reinforces this policy throughout the company and to its customers, suppliers and the public. At each location, URT's Plant Manager ensures that any persons performing tasks for or on behalf of URT that affect product quality, have the potential to cause a significant environmental impact or whose work involves a "significant" health and safety risk, is identified by URT as competent on the basis of appropriate education and training or experience, and will retain associated records.

All new URT employees receive Quality and EHS General Awareness Training through review of the EHS Policy and EHS expectations during URT's new hire orientation conducted by Human Resource the EHS Department or site management. Records are kept in the employees' personnel file maintained by the Human Resources Department. Additional initial EHS and competency trainings are conducted depending on the role(s) of the employee going forward, as appropriate to meet or exceed all regulatory and internal standards and guidelines. Training Records are kept by the Plant Manager and maintained by the EHS Department.

On-site contractors receive training, conducted by the Plant Manager, prior to performing tasks. These requirements are documented in URT's Visitor Contractor and Employee EHS Work Instructions.





# AUDIT PACKET:

## Texas Facility

Updated // 02.21.18



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## 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:	Justin Boggs, Plant Manager
Email:	jboggs@URTolutions.com
Work Phone:	(817) 924-9300 x 503
Cell Phone:	(603) 229-4821
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:	<a href="http://www.URTsolutions.com">www.URTsolutions.com</a>

## EMERGENCY CONTACTS

Emergency Coordinator:	Justin Boggs, Plant Manager
Cell Phone:	(603) 229-4821
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.

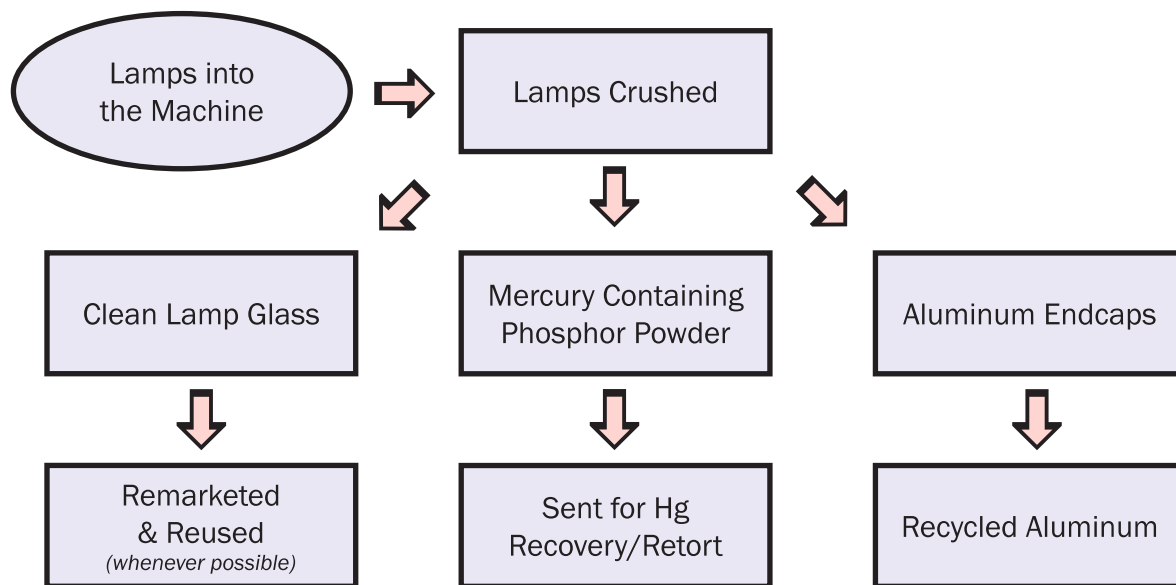
		Wisconsin	WI- Assets	Oregon	New Hampshire	Texas
<b>E-WASTE RECYCLING</b>	End-of-life Electronic Processing	✓		✓	✓	✓
	CRT Glass Processing & Cleaning System	✓		✓	✓	✓
	Shredding System	✓				
<b>U-WASTE RECYCLING</b>	Battery Collection & Consolidation	✓		✓	✓	✓
	Fluorescent Lamp Processing					✓
	Fluorescent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



## 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](http://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:**

**QMI-SAI Canada Limited (SAI Global)**, 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the **SAI Global** Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, **SAI Global** accepts responsibility only for proven negligence. This certificate remains the property of **SAI Global** and must be returned to them upon request.  
To verify that this certificate is current, please refer to the **SAI Global** On-Line Certification Register: [www.qmi-saiglobal.com/qmi\\_companies/](http://www.qmi-saiglobal.com/qmi_companies/)



**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	<b>Universal Recycling Technologies</b> 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	<b>Universal Recycling Technologies</b> 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	<b>Universal Recycling Technologies</b> 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	<b>Universal Recycling Technologies</b> <b>HQ Operation</b> 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	<b>Universal Recycling Technologies, LLC</b> 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:  
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.  
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register: [www.qmi-saiglobal.com/qmi\\_companies/](http://www.qmi-saiglobal.com/qmi_companies/)



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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](http://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](http://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](http://tceq.texas.gov)

How is our customer service? [tceq.texas.gov/goto/customersurvey](http://tceq.texas.gov/goto/customersurvey)  
printed on recycled paper



# 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](mailto: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](mailto: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](http://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](mailto: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](mailto: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](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.

---

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • [tceq.texas.gov](http://tceq.texas.gov)

How is our customer service? [tceq.texas.gov/customersurvey](http://tceq.texas.gov/customersurvey)  
printed on recycled paper



# 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.

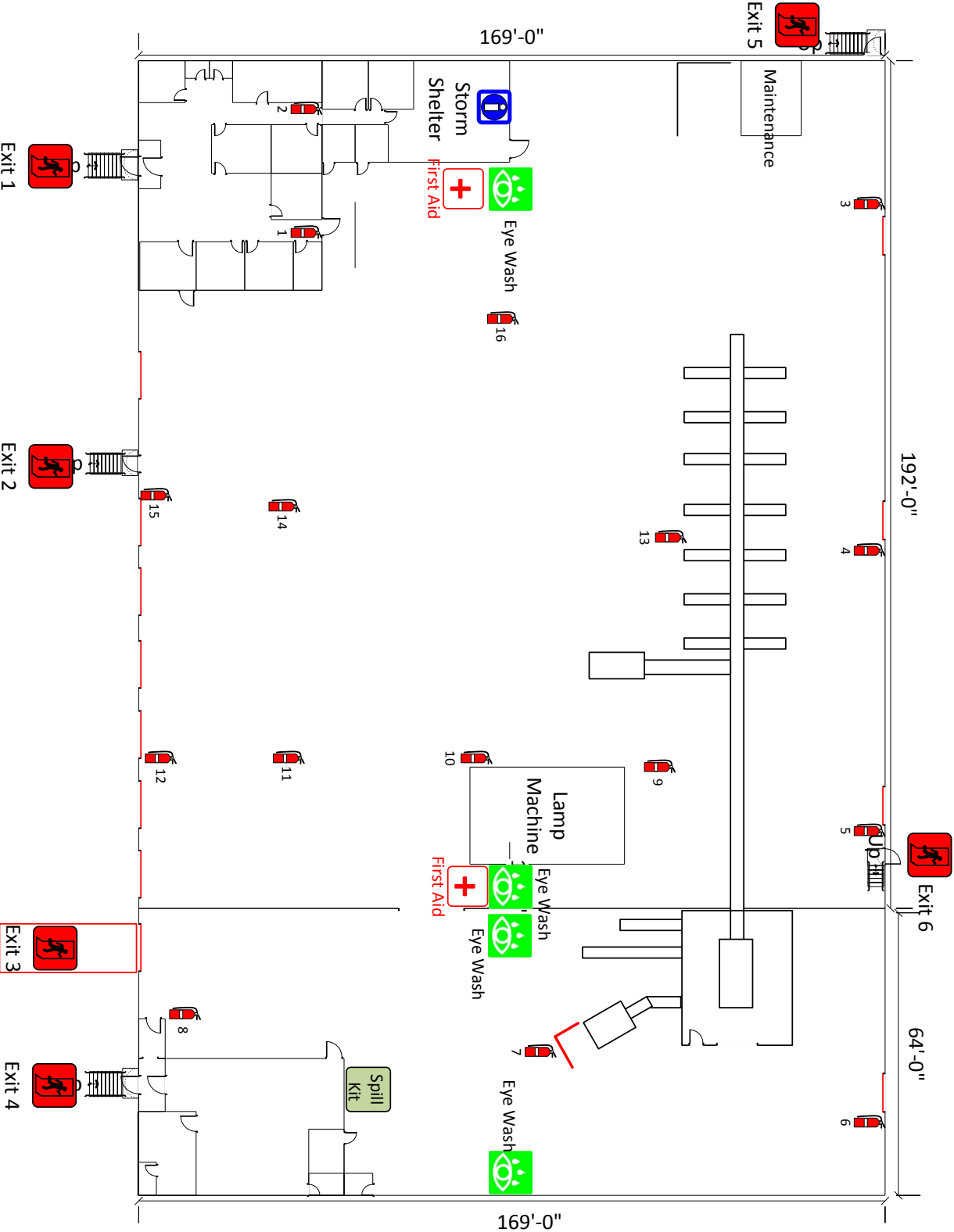
Sincerely,

A handwritten signature in black ink, appearing to read "Dave Hockey", is written over a horizontal line.

Dave Hockey, Chief  
Cleanup Programs Branch

TEXAS: EMERGENCY MAP

Universal Recycling Technologies  
2301 Franklin Dr.  
Fort Worth TX 76106



## **Demonstrated Applicable Experience**



# STATEMENT OF QUALIFICATIONS

Updated // 02.26.18





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## ABOUT

As the recycling industry's trusted leader, we provide full-service electronic waste and universal waste recycling to everyone from municipalities and governments to individual consumers. Our complete transparency gives customers the peace of mind to know their materials have been processed exactly as promised.



### **DOING GREAT THINGS FOR THE RECYCLING INDUSTRY**

We're on a mission to become the market leader in electronic and universal waste management. Focused on the innovation of technologies through a commitment to continuous improvement, we exist to serve our customers and the earth. Every day we do our part to protect the earth and the liability of our customers through our ethical, safe and secure recycling processes. Our ethical business philosophy instills trust and delivers unparalleled value to our customers—providing them peace-of-mind knowing that their materials have been processed exactly as promised.



### **NOBODY HANDLES MATERIAL LIKE WE DO**

Our operations excel through rigorous processes which we continually improve to advance the standards of our industry for efficiency, safety and security. Through the deployment of our proprietary recycling systems, our facilities are highly efficient. Our 140,000 square foot headquarters and other supporting locations were designed to handle vast processing capacities efficiently while maintaining the highest standards for safety and security.



### **SAFETY IS AT THE CENTER OF OUR OPERATIONS**

The safety and well-being of our people, our customers and the planet are central to our operations. We understand that we have a cradle-to-grave responsibility and duty to protect the liability of our customers and preserve and ensure the sustainability of our planet. By investing in the training of our people, we educate them to ensure their ability to properly handle all hazardous materials that come through our facilities and operate our systems safely.



### **WE TAKE SECURITY SERIOUSLY**

Our facilities were designed taking every step necessary to keep customer data safe and secure. Unlike other recyclers who outsource services to third-party vendors, our customers' materials stay with us—we manage 100 percent of the process from start to finish. Following strict data protocols and adhering to the stringent standards of NIST, we provide customers peace-of-mind knowing their materials will not leave our secure facilities until they're properly wiped, tested and verified as completely destroyed or refurbished.



### **WE EXCEED STANDARDS**

URT takes pride in our home-grown proprietary processes that have earned stamps of approval from our industries top certifying entities. We're a registered collector in every state that we operate and 100% compliant with the EPA holding and ISO 9001, ISO 14001, and e-Stewards® certified. Our certifications ensure consistency and enable us to build and retain strong trusted relationships with our customers.

## HISTORY

Since 2003, URT has provided unparalleled service and invaluable innovations to the recycling industry. Inspired by our proud past, we look ahead towards our future with an unwavering and continued commitment to do great things for the recycling industry.

### BEFORE URT, CRT

CRT Processing, LLC was formed by Don Seiler and Jim Cornwell in 2003 to process electronic waste (*e-waste*) including cathode ray tube (*CRT*) glass-to-glass recycling. It was one of only a handful in the nation, and the only Midwestern firm, to do so at the time. As an engineer, Seiler designed advanced processing equipment capable of breaking down electronic component parts for safe and responsible recycling. This allowed CRT to process e-waste in-house for its customers, making the company an exceptionally trustworthy partner for big business. With a long and respected career in universal waste management, Cornwell worked with Seiler to develop a vision for the future that included the development of multiple lines of universal recycling services and products.

### RAPID EXPANSION

The partnership of these visionary owners set the stage for rapid expansion. In 2007, the company was noticed and then acquired by the Hendricks Holding Co. of Beloit, WI. Hendricks Holding Co. was founded by the late Ken Hendricks and is now owned and operated by his wife, Diane Hendricks. Almost immediately after the Hendricks partnership, CRT Processing acquired Uniwaste Systems in Portsmouth, NH and acquired Environmental Light Recyclers, a fluorescent lamp processing facility in Fort Worth, TX. In 2009, CRT continued to grow, opening a West Coast e-waste processing facility in Clackamas, OR; acquiring Resource Technology, a fluorescent lamp recycling equipment sales and service company; and introducing WasteSecure, a pre-paid pack-and-ship box program for fluorescent lamp and battery recycling.

### URT: POISED FOR THE FUTURE

By late 2009, it was clear that CRT Processing, LLC had expanded far beyond the “CRT processing” that first brought it acclaim. With its full-service universal waste recycling service and product lines, it was time for a new name to match the company’s expanded mission. In January 2010, CRT Processing, LLC became Universal Recycling Technologies, LLC or URT.

### HENDRICKS HOLDING COMPANY

CRT Processing was acquired by the Hendricks Holding Co. in 2007 and subsequently changed its name to Universal Recycling Technologies to reflect the aggressive market expansion supported by its new investment partner. Hendricks Holding Company Inc. (*HHC*), founded in 2001, is an investment and corporate development group with a diverse portfolio of businesses that span the globe. It has a proven track record of acquiring and developing businesses that have demonstrated a propensity for market-driven innovation. HHC seeks to become long-term partners with exceptional management teams and employees who share its goal of significant long-term growth while simultaneously leaving a lasting and positive impact on the communities in which these companies operate. Founded by Ken and Diane Hendricks and headquartered in Beloit, Wisconsin, HHC has a diverse portfolio of companies in the recycling and sustainability, transportation and logistics, industrial products, real estate, insurance and health care industries ([www.hendricksholding.com](http://www.hendricksholding.com)). With the force of HHC fully behind URT, there are few limits to its future growth and development.

## FACILITIES' LOCATIONS & CAPABILITIES

### WISCONSIN FACILITY - HDQ

Plant Manager: Randy Call  
 2535 Beloit Avenue  
 Janesville, WI 53546  
 Phone: (877) 278-0799  
 Fax: (608) 754-3473

### WISCONSIN - ASSETS FACILITY

Plant Manager: Randy Call  
 120 E. Burbank Avenue  
 Janesville, WI 53546  
 Phone: (877) 278-0799  
 FAX: (608) 314-8180

### TEXAS FACILITY

Plant Manager: Justin Boggs  
 2301 Franklin Dr.  
 Fort Worth, TX 76106  
 Phone: (817)-924-9300

### NEW HAMPSHIRE FACILITY

Plant Manager: Mac McGinnis  
 61 Industrial Park Drive  
 Dover, NH 03820  
 Phone: (603) 422-7711  
 Fax: (603) 422-7720

### OREGON FACILITY

Plant Manager: Robert Gaudinier  
 10151 S.E. Jennifer Street  
 Clackamas, OR 97015  
 Phone: (503) 722-2236  
 Fax: (503) 722-2322

		Janesville, WI Beloit Ave.	Janesville, WI Burbank Ave.	Clackamas, OR	Dover, NH	Fort Worth, TX
<b>E-WASTE RECYCLING</b>	End-of-life Electronic Processing	✓		✓	✓	✓
	CRT Glass-to-Glass Processing & Cleaning System	✓		✓	✓	✓
	Shredding System	✓		✓		
<b>U-WASTE RECYCLING</b>	Battery Collection & Consolidation	✓	✓	✓	✓	✓
	Fluorescent Lamp Processing					✓
	Fluorescent Lamp Collection & Consolidation	✓		✓	✓	
	Ballast Collection & Consolidation	✓		✓	✓	✓
<b>I.T. ASSET DISPOSITION</b>	Asset Recovery		✓	✓	✓	✓
	Asset Management		✓	✓	✓	✓
	Data Destruction		✓	✓	✓	✓
	Remarketing Programs		✓	✓	✓	✓
<b>COMMODITIES</b>		✓	✓	✓	✓	✓

## ELECTRONIC RECYCLING SERVICES

A comprehensive electronic waste recycling program protects our customers from unnecessary complications and costs while improving their 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.



### CRT GLASS RECYCLING

URT's state-of-the art, automated demanufacturing and recycling system provides an effective, economical solution for recycling obsolete monitors and televisions that contain cathode ray tube glass (CRT). Using a glass recycling process that is the preferred method of recycling by state and federal agencies, we sort by type and chemistry to produce furnace-ready cullet. All protocols meet U.S. Environmental Protection Agency regulations, safely processing the glass with no exposure to the environment. The processed, clean glass is reused, eliminating customer liability associated with managing hazardous materials.



### RETAIL 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.

## LEGISLATIVE MANAGEMENT

URT has assisted OEM's in meeting their legislative requirements since 2007. URT provides recycling nationally and assistance to OEM's with voluntary recycling programs. URT's extensive collector network includes municipal and retail locations across the nation—covering all 50 states—greatly expanding potential and capacity for its customers.

### **A PROVEN PARTNER**

The URT legislative team understands the challenges OEMs face in managing a consistent flow of pounds across various states with differing legislative requirements for accurate reporting and clear visibility. URT partners with its client OEMs to provide competitive costs, consistent pounds and certified recycling capabilities that exceed industry standards.

URT offers shredding capabilities that set it apart from the competition, an experienced legislative team that provide dedicated one-on-one customer services and a national collection network capable of managing OEM legislative needs across the United States.

## SHREDDING SYSTEM

URT's proprietary "Seiler" separation and shredding system is uniquely designed to handle both whole units and e-waste commodities/components. The system is divided into three stages for maximum effectiveness and recovery:



**Stage 1:** The Seiler separation system begins with gross separation which allows for the best recovery of plastics, stainless steel and other bulk materials prior to shredding.

**Stage 2:** The primary shredder is a hydraulic shred system designed to reduce the size of metals and circuit board materials for further separation and recovery. After shredding, the processed material moves through a series of magnets to recover ferrous metals. The remaining processed material proceeds through an Eddy Current separator to remove non-ferrous metal from the stream prior to further reduction.

**Stage 3:** The material then enters a secondary shredder designed to further reduce material size and liberate additional ferrous and nonferrous metals, and the material again flows through series of magnets to further remove ferrous metal content. In the final step, the circuit board containing items are recovered.



## 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®, to eliminate risk and protect your investment.

URT provides its customers with best-in-class asset management and recovery services while ensuring confidentiality and data security. URT pledges to maximize its clients return on investment in information technology by capturing the remaining value of IT assets.

- URT's trained experts seek the highest value available for equipment and share the true worth of obsolete electronics submitted for refurbishing.
- URT adheres to the strictest data security protocols in the business to eliminate risk and to protect client's environmental and data security liability.
- URT is ISO 9001, ISO 14001, and e-Stewards® ([www.ban.com](http://www.ban.com)) certified. URT is a member of the National Association for Information Destruction (NAID) and International Association of Information Technology Asset Managers (IAITAM).



## **ASSET PROCESSING**

URT professionals manage each shipment based on individual industry and customer requirements. Every piece of equipment containing data is processed first in URT's on-site data security department to ensure that all data destruction is completed in a secure environment. URT asset employees undergo a stringent background review process to ensure client security. Equipment is cleaned, tested and electronically wiped to remove personal and proprietary data. All corporate identification is removed prior to remarketing. All assets are processed in accordance with the strictest security protocols that meet state and federal regulations and recommendations, including U.S. Department of Defense and National Institute of Standards and Technology requirements.

## **ASSET MATERIAL MANAGEMENT PROCESS**

Materials entering the URT asset material flow are triaged utilizing URT Triage Guidelines. The Operations Team works in partnership with URT Sales to review and/or update the Triage Guidelines when the market changes demand it.

Materials may receive one of three dispositions available:

1. Asset = Material follows URT's Asset Recovery Service work instruction. This service attempts to refurbish, recover and return a portion the item's value to its original owner. Successful items result in resale. Failed items are reclassified to non-asset.
2. Non-Asset = Material follows URT's Non-Asset Recycle process. This allows the item to be dismantled into resalable commodities for downstream vendors.
3. Special Projects = Special project items follow the unique, required steps provided by a customer and detailed on a URT Special Project form. URT employees assigned to special projects receive supplemental training to support unique needs.

## **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.



## LIFE CYCLE MANAGEMENT

URT is trusted partner able to assess and inform its clients' strategic information technology planning.

- **Asset tracking:** Through its infinity chain of custody, which protects clients' sensitive data from pick up through destruction and beyond, URT, provides secure processing. Inventory is reported by item class, brand, model and serial number support. A transparent grading scale ensures that recovered items receive the appropriate rating and customers remain fully informed.
- **Data destruction:** URT utilizes DoD and NIST certified sanitization processes and offers state-of-the-art, on-site shredding capabilities. Please see "Data Destruction" and "Shredding Services" for additional detail.
- **Redeployment and disposal management:** URT assists with remarketing whole units and components. As an e-Stewards® recycler, URT adheres to the highest standards of responsible recycling in the industry today. This protects its customers' confidential information—and their overall brand—in a way that lesser requirements cannot guarantee.
- **Retailer return program:** URT's retailer recalls and returns program is designed specifically for retailers seeking a safe and reliable way to handle product recalls and consumer returns. URT's extensive knowledge of retail operations ensures customers an efficient, dependable and convenient program created with the needs of the retail industry foremost in mind. The program provides secure shipments, detailed product tracking, convenient reporting and comprehensive recycling/disposal that improve efficiency.

## REVENUE OPTIONS

URT can purchase used equipment outright or share revenues for asset remarketing on a percentage basis when equipment is refurbished and sold. URT's knowledge of the secondary market supports accurate assessments to maximize value, helping customers recover a portion of the capital invested in information technology. Working in partnership, URT attains the common goal of environmentally responsible management of customer assets.



## IT ASSET DISPOSITION SERVICES

URT is a full-service IT asset disposition and equipment recycler. Our experience providing secure collection, transportation, data destruction, and proper recycling enables us to assist customers across industries with their equipment processing and recycling needs. Our goal with every customer is to help them turn their obsolete electronic and computer assets into revenue.

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.

### TURNING OBSOLETE ASSETS INTO REVENUE

URT helps their customers maximize the return on their IT investment by capturing the remaining value of their assets. URT's asset management program begins with logistics management-collecting and recording each item into their personal customer site and securing items for transport to URT processing centers.

### ASSET MATERIAL MANAGEMENT PROCESS

Upon arrival at a URT processing center, our receiving process captures and records the platform, make, model and serial number, accompanied by the item count and weight count, using bar-code scan technology for accuracy and simplicity.

Our ITAD professionals then identify any equipment that can be refurbished, as well as identifies and extracts component parts from equipment that retains value and can be remarketed using URT Triage Guidelines. Under these guidelines, materials may receive one of three dispositions available:

**Asset:** Material follows URT's Asset Recovery Service work instruction. This service attempts to refurbish, recover and return a portion of the item's value to its original owner. Successful items result in resale. Failed items are reclassified to non-asset.

**Non-Asset:** Material follows URT's Non-Asset Recycle process. This allows the item to be dismantled into resalable commodities for downstream vendors.

**Special Projects:** Special project items follow the unique, required steps provided by a customer and detailed on a URT Special Project form. URT employees assigned to special projects receive supplemental training to support unique needs.

### ASSET PROCESSING

We're the industry's responsible partner. Every piece of equipment that comes to our facilities containing data is processed first in URT's on-site data security department to ensure that all data destruction is completed in a secure environment. Our data destruction processes were designed to process assets in accordance with the strictest security protocols that meet state and federal regulations and recommendations, including U.S. Department of Defense and National Institute of Standards and Technology requirements and remarketing expertise

While URT often purchases used equipment outright from our customers for processing, we also offer shared revenue programs for asset remarketing. URT's trained experts seek the highest value available for equipment and share the true worth of obsolete electronics submitted for refurbishing. Our knowledge of the secondary market supports accurate assessments to maximize value, helping customers recover a portion of the capital invested in information technology.



## **RETAILER RETURN PROGRAM**

URT's retailer recalls and returns program is designed specifically for retailers seeking a safe and reliable way to handle product recalls and consumer returns. URT's extensive knowledge of retail operations ensures customers an efficient, dependable and convenient program created with the needs of the retail industry foremost in mind. The program provides secure shipments, detailed product tracking, convenient reporting and comprehensive recycling/disposal that improve efficiency.

## **DATA DESTRUCTION**

URT's data security and destruction services prevent the accidental or illegal use of sensitive information, such as client data, financial and employee records. URT provides specialized services for all types of systems and can satisfy virtually any destruction need.

- URT offers hard drive destruction capacity across multiple locations.
- All hardware is secured until every trace of data—confidential, proprietary or otherwise—is destroyed.
- URT's comprehensive data destruction system complies with federal laws and regulations.
- URT eliminates customer liability by offering a completed certificate of destruction documenting the entire process
- URT's detailed asset disposition and reporting service tracks each hard drive or other electronic media, including hard drives pulled from machines, through the destruction process.
- URT provides the most thorough reporting in the industry for demonstrating compliance with privacy rules. Inventory system offers online portal to view processing and reporting information.

We handle our customers' 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 understand security and liability are top-of-mind for our customers. We eliminate client liability by offering a completed certificate of destruction documenting the entire process—bringing them peace-of-mind that their business and brand are protected.

## **COMPLETE COMPLIANCE**

Adhering to strictly documented and controlled information security procedures and protocols, each unit URT receives is tracked and logged, and customer identification tags are removed as part of asset recovery. Then, based on customer requirements or triage disposition, URT determines the most appropriate data destruction method. Ultimately, our processes go above and beyond to protect our customers' sensitive data and comply with all federal laws and regulations, including:

- The Federal Privacy Act
- The Health Insurance Portability and Accountability Act (*HIPPA*)
- U.S. Department of Defense & National Security Agency requirements for purging classified information on magnetic disk and tape media.
- Gramm-Leach-Bliley Act requirements for device and media control policies that govern the receipt and removal of hardware and electronic media (*including disposal, media reuse and accountability*).
- In addition, the URT Shield Data Sanitation and Hard Drive Destruction Security Process safeguards our customers' private, protected information and their brand. We offer:
- Full indemnity against risk
- Indemnification for privacy and environmental liability
- e-Stewards® certified recycling
- Certified environmental compliance

## **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 sanitization 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



## DATA SECURITY SERVICES

URT's data security and destruction services prevent the accidental or illegal use of sensitive information, such as client data, financial and employee records. URT provides specialized services for all types of systems and can satisfy virtually any destruction need:

- URT offers hard drive destruction capacity across multiple locations.
- All hardware is secured until every trace of data—confidential, proprietary or otherwise—is destroyed.
- URT's comprehensive data destruction system complies with federal laws and regulations.
- URT eliminates customer liability by offering a completed certificate of destruction documenting the entire process.
- URT's detailed asset disposition and reporting service tracks each hard drive or other electronic media, including hard drives pulled from machines, through the destruction process.
- URT provides the most thorough reporting in the industry for demonstrating compliance with privacy rules. Inventory system offers online portal to view processing and reporting information.

URT's comprehensive data destruction system is guaranteed to comply with federal laws and regulations, including the Federal Privacy Act, the Health Insurance Portability and Accountability Act (*HIPPA*) and state legislation. Going above and beyond to protect customers' sensitive data, URT meets:

- U.S. Department of Defense & National Security Agency requirements for purging classified information on magnetic disk and tape media. For many years, the Department of Defense (*DOD*) standard for data eradication was directive 5220.22-M. Today, the National Institute of Standards and Technology (*NIST*) has defined further eradication standards referred to as NIST 800-88, providing for both "clear" and "purged" data. URT processes meet all requirements, including DOD standards and NIST's purge rating, the highest level of security acknowledged by the NIST.
- Gramm-Leach-Bliley Act requirements for device and media control policies that govern the receipt and removal of hardware and electronic media (*including disposal, media reuse and accountability*).

URT adheres to strictly documented and controlled information security procedures and protocols. Each unit URT receives is tracked and logged, and customer identification tags are removed as part of asset recovery. Then, based on customer requirements or triage disposition, URT determines the most appropriate data destruction method: electronic data removal through sanitization software or physical destruction via shredding.



## **AUDIT SANITIZATION SOFTWARE**

Audit sanitization software is completed via an Acronis Drive Cleanser 6.0 manufactured by Acronis Inc. The square root of each day's process is sampled daily for audit.

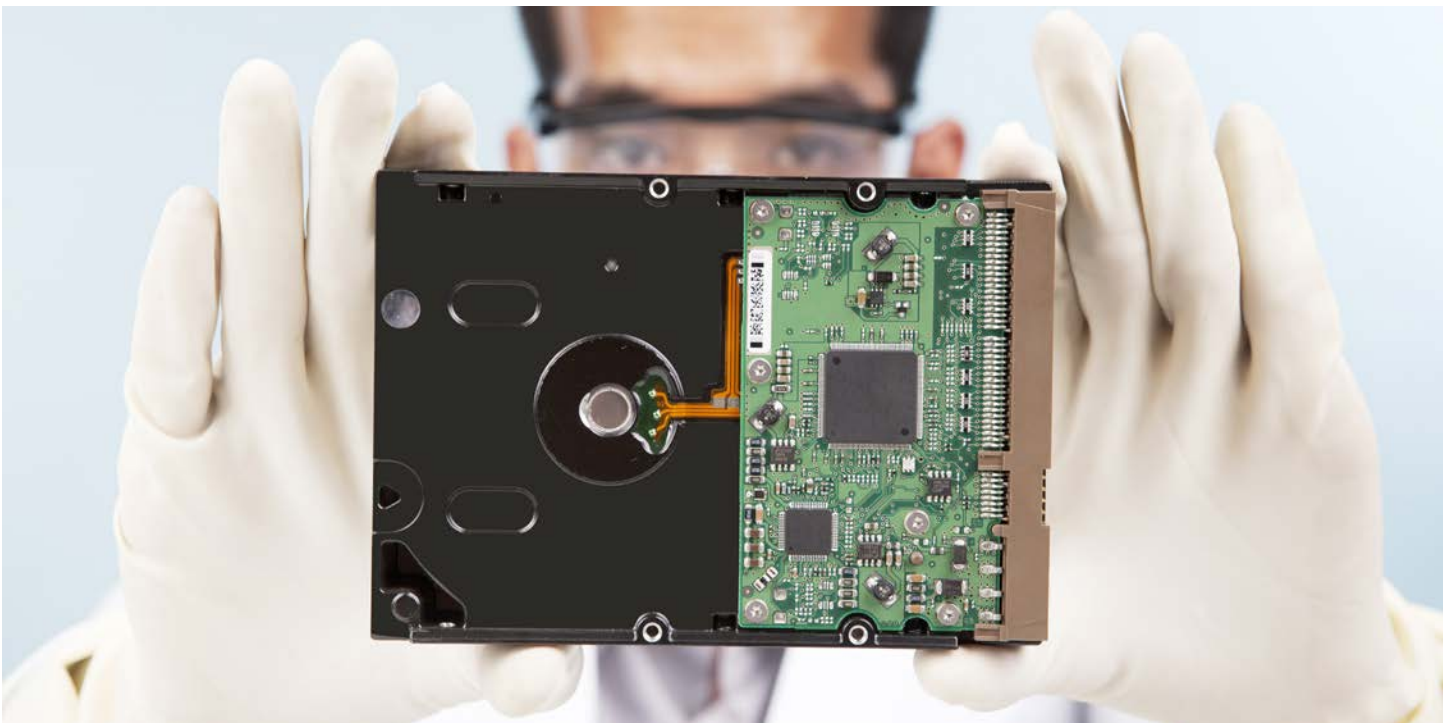
## **DOCUMENTATION**

Documentation per customer requests will be recorded on a Certificate of Recycling, Certificate of Erasure, or Certificate of Destruction.

## **ELECTRONIC DATA SANITIZATION**

Electronic data sanitization software is completed via Blancco Server Edition software manufactured by Blancco Oy Ltd.

- Blancco is an approved disk sanitizing solution by the U.S. Department of Defense that wipes hard drives at the DoD 5220.22-M standard featuring multiple overwrites, random characters and write verification.
- Blancco's Management Console creates comprehensive data erasure reports automatically detailing each hard drive serial number that is sanitized. A digital signature or 'fingerprint' evidencing wipe will be left on each hard drive.
- Standards of compliance include:
  - DoD 5220.22-M
  - HMG IS5 Baseline
  - HMG IS5 Enhanced
  - Canada Ops-II
  - US Army AR380-19
  - US Air Force 5020
  - German VSITR
  - NAVSO P-5239-26
  - NCSC-TG-025
  - Russian GOST P50739-95





## COMMODITY SERVICES

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.

URT commodity customers are individually approved on an ongoing basis, after having completed a vendor agreement contract, third-party downstream vendor application, credit application and certificate of insurance. Once approved, proof of insurance and third-party provider forms must be updated and submitted annually.

### COMMODITY QUALITY STANDARDS

URT Commodity Quality Standards are established by URT's Commodities Management Team utilizing current facility capabilities and as per customer requirements. Quality Standards for commodities are documented in a controlled file available to URT employees for reference.

The Quality Standards shall include, but are not limited to, guidelines and visual aids that define the minimum acceptable level of materials for shipment to URT's Downstream Vendors. Materials not meeting the established minimum acceptable levels can be shipped only with prior written approval from the Downstream Vendor or by upgrading/reworking materials to the minimum acceptable level. Sample loads may be shipped to vendors as a benchmark for new products or new Downstream Vendors.

The URT Quality Management Representative approves all commodities shipped from URT facilities and approval of a commodity quality standard is communicated to the URT ISO Coordinator, and then to the URT Plant Manager, through a standardized ISO-approved process. URT Plant Managers at each facility then have one week to implement the new quality standard for current or in-process materials. Shipment of in-house material after the implementation date must meet the new Quality Standard.

The URT Quality Management Representative has the authority to stop shipments of any or all commodities that do not meet approved standards from all URT facilities.



## UNIVERSAL WASTE RECYCLING SERVICES

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.

Multiple state-of-the-art facilities allow URT to process huge volumes of product daily, ensuring customers avoid costly and inconvenient delays. URT has a combined 50+ years of experience handling hazardous materials. Processing capabilities include *(but are not limited to)*:

### Fluorescent Lamps :

- Straight, U-Bend and Circular
- Shatter Resistant
- Ultra Violet
- High Intensity Discharge
- Metal Halide
- High Pressure Sodium
- Compact Fluorescent Lamps (CFLs)

### Batteries:

- NiCad (*Nickel Cadmium*)
- Mercury Oxide
- Silver Oxide
- Alkaline
- Lithium Metal & Hydride
- Nickel Metal Hydride
- Lead Acid

## OUR PROCESSES

With URT our customers can rest assured knowing that their products will be recycled responsibly, conveniently and in a competitive manner that meets and exceeds every compliance standard. With multiple state-of-the-art facilities, we're structured to process huge volumes of product daily so that our customers avoid costly and inconvenient delays. Our in-house recycling process provides our customers with added confidence that every requirement is attended to without fail.

### FLUORESCENT LAMP RECYCLING

Today's energy efficient fluorescent lamps are ever-present and provide many environmental and efficiency benefits. However, they must be recycled properly and in accordance with local, state, federal and industry guidelines. URT provides full-service and comprehensive lamp recycling services that ensure our customers' lamps will be recycled quickly, safely and in full compliance with all requirements.

Upon receipt of boxed lamps, URT personnel opens 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. Once sorted, lamps are transported to URT's Fort Worth, TX or Dover, NH facility for final processing.

### BATTERY RECYCLING

Batteries contain multiple corrosive materials that pose a liability and make proper disposal imperative. URT's full-service and comprehensive battery services recycle batteries quickly, safely and in full compliance with all local, state, federal and industry requirements.

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.

## **BALLAST RECYCLING**

The Environmental Protection Agency banned the manufacture of all lighting ballasts using PCBs in 1978. Today, both PCB-containing and non-PCB ballasts are regulated by various agencies to ensure proper recycling. URT provides full-service and comprehensive lighting ballast recycling services. We provide our customers peace-of-mind knowing their materials will be recycled quickly, safely and in full compliance with all local, state, federal and industry requirements. 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.

## **MERCURY-CONTAINING DEVICES**

Mercury is found in many devices critical to business processes. yet it is highly toxic and requires great care during disposal. URT provides full-service and comprehensive recycling services for all types of mercury-containing devices. Our experience managing recycling programs for this highly regulated substance is unparalleled.

## **WASTESECURE (CONVENIENT PREPAID MAIL-BACK PROGRAM)**

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.

- Nationwide service
- One-stop shopping
- Web-based tracking and reporting
- All-inclusive pricing
- Certificates of Compliance via email
- Easy-to-follow instructions
- English and Spanish language
- Private label programs available

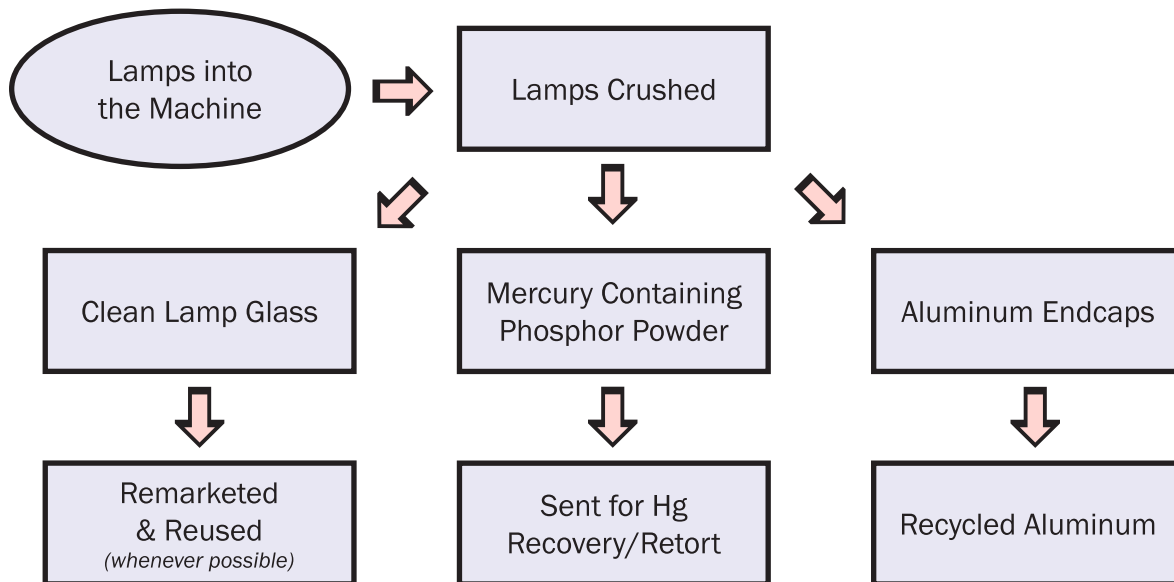
## **LAMP RECYCLING EQUIPMENT**

URT is the world's leading manufacturer and supplier of fluorescent lamp recycling systems. URT's lamp recycling systems have set a new standard for simplicity, safety and recycling efficiency. Every model is fully computerized to provide turnkey startup and ongoing operational safeguards. URT offers recycling systems for all types of lamps including:

- Compact Fluorescent Lamps (CFLs)
- High Intensity Discharge Lamps (HIDs)
- Shatter Resistant Lamps

## RECYCLING PROCESSES

### 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 by the generator, 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.

### **1.) Receiving Process:**

- 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. Universal Recycling Technologies, LLC 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.

### **2.) Sorting Process:**

- 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.

### **3.) 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. These tubes are sent to URT's Janesville, WI facility for final processing and recovery.

# PROCESS REQUIREMENTS

## SCHEDULING PROCESS REQUIREMENTS

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- The URT Business Relations Specialist, BRC, (*or designee*) receives a service request from a sales associate or a customer via telephone (877) 278-0799, email customerservice@URTolutions.com or fax (608) 754-3473.
- If the facility receives a customer request, the information is forwarded to the BRC.
- Utilizing URT facility's receiving calendar, a customer pick up or drop-off is scheduled based on available openings and an appointment is made to receive material. For EOL (*End-of-Life*) processes, the receiving calendar is available via Intranet or printed copy for the next day shipments.
- Shipping instructions are detailed on the purchase order created by the BRC.
- If a delay or rescheduling occurs, the Scheduling Team (*or designee*) communicates any changes in the schedule to the BRC and receiving department (*via email or in person*). Any customer-arranged transportation delivery delays are communicated to the BRC (*or designee*) and rescheduled as the facility receiving schedule allows.

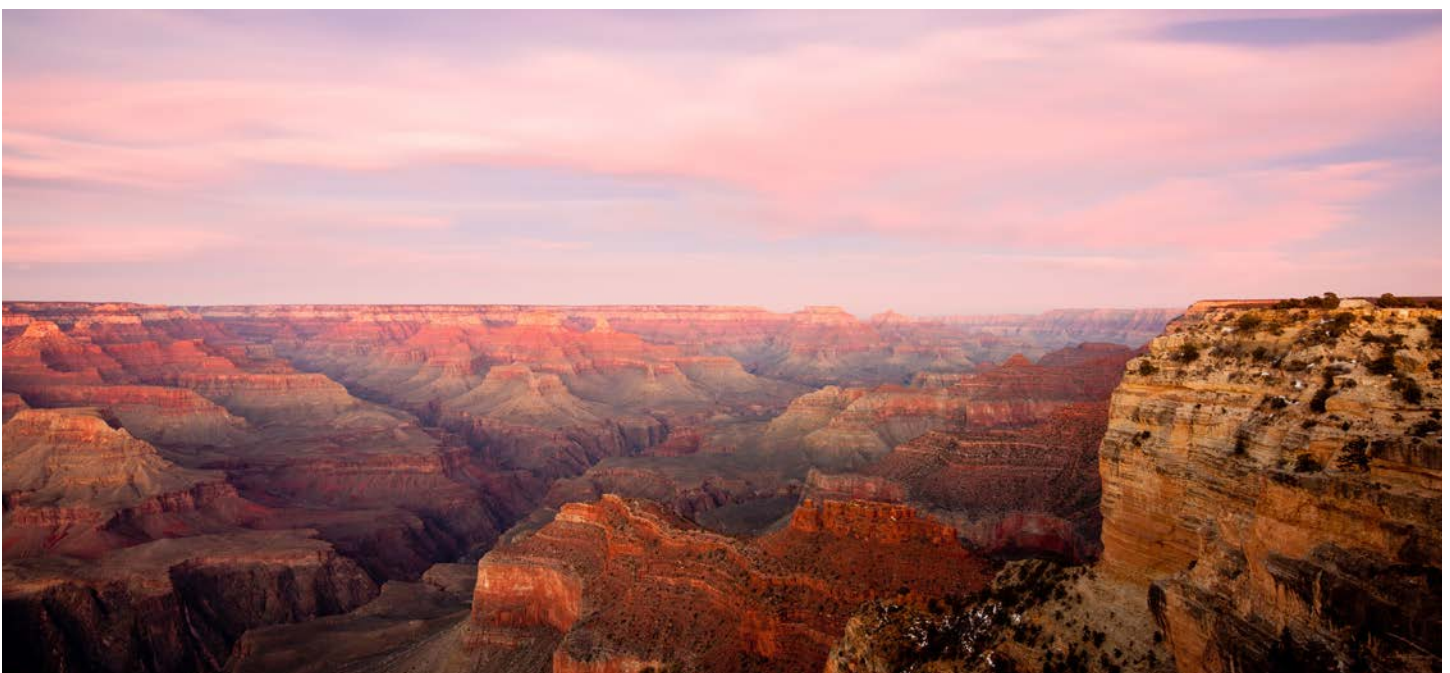
## RECEIVING PROCESS REQUIREMENTS

- All incoming material is delivered to the URT receiving dock. A bill of lading document identifying the general material in the load is provided by carrier or manifest to the facility.
- The receiving forklift operator unloads the trailers, weighing each container on the floor scales. Delivery bills of lading are given to the receiving clerk for processing.
- Material is identified by type of material. The purchase order number that accompanies the bill of lading or manifest should match the purchase order number on the daily pickup list or receiving calendar.
- If the bill of lading has estimated or actual weights, the Receiving Clerk adjusts for any differences on the customer copy. The Receiving Clerk inputs the actual scaled weight and posts the data into Microsoft Dynamics AX inventory. Additionally, if materials received are bulbs or lamps, total counts are added by number and size of each item (*where applicable*), and the data is posted into Microsoft Dynamics AX inventory along with the weight.
- The Receiving Clerk will remove or deface any incoming labels whenever possible and accessible. Lot label identification tags are placed on all skids. This lot tag is placed on the top right or top left side of the box (*depending on placement into the bay*). The tag is placed on the open side of the bay walkway to support inventory control. Facilities determine the common tag location per layout and storage requirements at each location.
- The load is posted in Microsoft Dynamics AX when the truckload is completed. A packing slip is created from Microsoft Dynamics AX. One copy of the customer bill of lading is retained by the receiving clerk and the remaining copies are given to the truck driver.
- The packing slip and the customer bill of lading are placed into the production office box for the BRC, Operations staff, or designee. Every bill of lading is reviewed for discrepancies in weight or material type reported by the Receiving Clerk. The originals are scanned at the receiving facility into AX Microsoft Dynamics within 24 hours of receipt. Discrepancies are forwarded via email to the BRC for customer notification.



## INVOICING PROCESS REQUIREMENTS

- After materials are received, the Receiving Shipping Clerk provides the signed documents and backup detail (*known going forward as “paperwork”*) to the Business Relations Coordinator (BRC) or designee assigned to their facility.
- The paperwork should consist of, but is not limited to, a signed bill of lading and customer inventory sheet. Once the paperwork is received by the BRC, the purchase order (*or internal packing slip in AX*) is compared to the external, signed bill of lading and customer inventory sheet (*if provided*).
- Materials received will fall under three categories: Consumer, Business to Business, Assets.
  - Covered materials are invoiced to the manufacturers or collector under state program guidelines as designated by the Sales Department.
  - Business to Business materials are billed to the customer as defined in their agreement. Asset materials are billed to the customer as defined in their agreement.
- Once the paperwork has been inspected and, if necessary, adjusted, the BRC invoices the customer for business to business materials and covered material if necessary. National Accounts Specialist will bill manufacturers, and other national accounts either once or twice a month depending on the agreement made.
- The date of the invoice is the date on the URT packing slip/last receipt date (*actual date the material was received or, in the case of consumer materials, the 15th or the last day of the month per agreements with manufacturers. Other national accounts that are billed on the last day of the month per contract agreements*).
- For non-covered materials, sales orders are invoiced with three business days of the receipt of the paper work, unless the BRC discovers discrepancies and has contact the customer for clarification or corrective action.
- A Certificate of Recycling is created after the material has been received. The certificate references the received materials.
- The invoice and certificates are mailed/emailed out to the customer or manufacturer once completed.





## SAFETY & TRAINING

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

The executive management team ensures that this commitment remains the highest priority and that the processing of equipment is completed under strict quality controls in an environmentally friendly, healthy and safe manner.

The executive management team ensures to the best of its ability that all vendors for downstream materials adhere to the same environmental and quality standards and protections as URT. All URT buyers, purchasers and downstream vendors are 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.
- Complying and exceeding all legal and other requirements, including the Basel Convention, Basel Amend Amendment, OECD Decisions and national laws of import and export countries.
- Monitoring its Environmental, Quality, Health and Safety objectives and targets, and continually improving its management system.
- Managing hazardous e-waste materials throughout the recycling chain to final disposition with due diligence to protect the environment and worker health.
- Social accountability values, including the prohibition of prison and minor labor.
- Educating its customers on data security issues and protecting their data throughout the recycling chain.

URT communicates and reinforces this policy throughout the company and to its customers, suppliers and the public. At each location, URT's Plant Manager ensures that any persons performing tasks for or on behalf of URT that affect product quality, have the potential to cause a significant environmental impact or whose work involves a "significant" health and safety risk, is identified by URT as competent on the basis of appropriate education and training or experience, and will retain associated records.

All new URT employees receive Quality and EHS General Awareness Training through review of the EHS Policy and EHS expectations during URT's new hire orientation conducted by Human Resource the EHS Department or site management. Records are kept in the employees' personnel file maintained by the Human Resources Department. Additional initial EHS and competency trainings are conducted depending on the role(s) of the employee going forward, as appropriate to meet or exceed all regulatory and internal standards and guidelines. Training Records are kept by the Plant Manager and maintained by the EHS Department.

On-site contractors receive training, conducted by the Plant Manager, prior to performing tasks. These requirements are documented in URT's Visitor Contractor and Employee EHS Work Instructions.



## FINANCIAL STRENGTH

In less than ten years, URT has grown from a small start-up into a formidable industry player, expanding services and annually increasing revenues. FY2011 revenues exceeded \$25.5 million—nearly double that of FY 2008, when URT began to systematically grow its business. With a proven track record of innovation, a diversified client portfolio, and strong support for continued expansion and growth from its private equity investor group, URT expects revenues to continue to grow well into the future.

### 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 has contracted with certified 3rd party contractors for conducting final closure sampling and wipe analysis.



## FACILITY SECURITY

URT adheres to the following physical security procedures and protocols:

- URT facilities are under 24-hour CCTV camera surveillance both internally and externally. All recordings are retained for at least 30 days.
- URT facilities are monitored by alarm company(s).
- After hour's activity is strictly monitored. URT employees with key and alarm code access to the facility after hours must be pre-authorized. The list of authorized employee's is maintained by the Plant Managers.
- URT employees are identified via an employee photo ID badge with security level access color codes.
- URT is a drug free workplace requiring pre-employment drug screening. Furthermore, URT employees who work within the Assets Division receive criminal background checks prior to hire.
- URT data destruction equipment is secured in a locked cage or office, and is controlled by authorized badge access. Facilities not designated for data destruction secure material for shipment to an authorized facility.
- All visitors, contractors and visiting employees must sign in and out in the Visitor Entry Log and wear an identification badge. Visiting URT employees entering a secured facility must be escorted into the facility by another employee with the appropriate security level.
- All trailers that contain material are secured.
- All access to the URT internal computer system(s) shall be monitored by the corporate IT department with specifically controlled access to the Microsoft Dynamics AX accounting systems controlled by the corporate Finance Department.

The physical security procedures and effectiveness are verified via management, internal, and external audits.

## AUDIT SANITATION SOFTWARE

Audit sanitation software is completed via an Acronis Drive Cleanser 6.0 manufactured by Acronis Inc. The square root of each day's process is sampled daily for audit.



## CERTIFICATIONS & MEMBERSHIPS

In 2011, URT's 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. All of URT's facilities are ISO 14001:2004 certified.

URT's ISO 9001:2008 standard certification 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 and maintained by the International Organization 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

Each of URT's facilities are 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](http://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. The accredited third-party 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 has been 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 proprietary process of glass recycling safely removes the coatings allowing it to be recycled into various new products.

*"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.

# Cost Proposal



**CITY OF AUSTIN  
PRICE SHEET - SECTION 0600B  
ELECTRONICS RECYCLING**

**SOLICITATION NO.:** RFP 1500 SLW0524

**BUYER:** Sandy Wirtanen

**Special Instructions:** Offerors must use this Price Sheet to submit pricing. **Select Price Proposal - Option 1 OR Price Proposal - Option 2 to submit your Price Proposal.** Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of your Offer.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

The rates listed below shall reflect the price per pound to be charged to the City to cover ALL processing services, equipment and materials provided by the Contractor under the resulting contract, including pick up and transport of electronics from City property. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

Please provide a separate document that thoroughly details the methodology or basis for calculating a revenue share to the City.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

**PRICE PROPOSAL - OPTION 1: Flat price per pound to process all used electronic equipment received from the City**

ESTIMATED QUANTITY (LBS)	UNIT PRICE	EXTENDED PRICE
905,000		

**PRICE PROPOSAL - OPTION 2**

DESCRIPTION	ESTIMATED QUANTITY (LBS)	UNIT PRICE	EXTENDED PRICE
CRT Devices	380,000	\$0.05	\$ 19,000.00
Flat Screen Devices	80,000	\$0.05	\$ 4,000.00
Printers	70,000	\$0.09	\$ 6,300.00
Computers/Laptops	140,000	(\$0.20)	\$ (28,000.00)
All Other Electronics	235,000	\$0.17	\$ 39,950.00
<b>TOTAL EXTENDED PRICE:</b>			<b>\$ 41,250.00</b>

**ADDITIONAL ITEMS - These items will not be used to determine award.**

DESCRIPTION	EXTENDED PRICE
The City reserves the right to designate on-time pick-up locations for City department upgrade projects. If there is an additional Price for these one-time pick-ups, please specify that price.	\$0.30/lb.
The City reserves the right to add pick-up locations. If there is an additional price for multiple pick-up locations, please specify that price.	\$0.35/lb.

**COMPANY NAME:**

Universal Recycling Technologies, LLC

**EMAIL ADDRESS:**

www.URTsolutions.com

## Proposal Acceptance Period



Wisconsin • Oregon  
Texas • New Hampshire

March 1, 2018

City of Austin, Municipal Building  
Purchasing Office-Response Enclosed for Solicitation #RFP 15000/SLW0524  
124 W 8th Street, Rm 308  
Austin, Texas 78701  
Reception Phone: (512) 974-2500

RE: SOLICITATION NO: RFP 115000/SLW0524 / Electronics Recycling

URT sincerely appreciates the opportunity to submit a quote for the City of Austin's Electronics Recycling.

Universal Recycling Technologies, LLC (URT) is a national recycling organization focusing on electronic and universal waste management. With its headquarters in Wisconsin, URT has processing facilities in New Hampshire, Oregon and Texas. URT's Wisconsin facilities have been fully certified to ISO 9001: 2015 with the other URT sites being fully compliant with ISO 9001:2015. All of URT's facilities and operations have been certified to the e-Steward® Standard for Responsible Recycling and Reuse of Electronic Equipment. The e-Stewards® Electronic Recycling Certification is the first fully accredited, independently audited certification program designed to ensure that e-waste will be responsibly—and accountably—recycled. e-Steward® certified recyclers adhere to the strictest available recycling standards in the industry, and fully incorporates a full ISO 14001 environmental management system with significant additions for health & safety, mirroring requirements of OASAS 18001.

URT looks forward to your consideration of our services/pricing proposal to meet the needs of the City of Austin.

The attached documentation and quote are valid for 180 days from the date of submittal.

Best Regards,

Roy Gordon Regional Account Manager  
917-201-7929  
[rgordon@URTolutions.com](mailto:rgordon@URTolutions.com)