

**CITY OF AUSTIN – AUSTIN RESOURCE RECOVERY DEPARTMENT  
SCOPE OF WORK  
ELECTRONICS RECYCLING SERVICES  
SOLICITATION NUMBER: RFP JRD0301**

**1.0 PURPOSE**

The City of Austin (“City”), Austin Resource Recovery Department (“ARR”) seeks proposals in response to this Request for Proposal (“RFP”) from vendors qualified to pick up, transport, and recycle computers, monitors, televisions, and other devices that operate using electrical parts (“Electronics”). This scope of work establishes the minimum requirements for these services. The successful vendor (“Contractor”) shall provide products and services as described herein. Until revised or rescinded in writing, this scope of work shall apply to future purchases and contractual obligations.

**2.0 OBJECTIVES**

2.1 ARR seeks proposals from experienced and qualified firms in order to establish a contract to accomplish the following:

- 2.1.1 Provide a solution for recycling used/discarded Electronics, including recovery of component materials, in an environmentally sound manner in accordance with the e-Stewards standard of the Basel Action Network (BAN) and in compliance with all applicable federal, state, and local laws.
- 2.1.2 Pickup Electronics from ARR’s Resource Recovery Center (“RRC”), located at 3810 Todd Lane, Austin, Texas 78744.
- 2.1.3 Transport Electronics to a certified and permitted electronics recycling facility.
- 2.1.4 Ensure that Electronics are safely, responsibly and cost-effectively recycled at a certified and permitted recycling facility. The recycling facility may be one that is directly owned by, operated by, or otherwise under the control of, the Contractor.
- 2.1.5 Provide the ARR with detailed documentation on Electronics end-of-life disposition.

2.2 **All eligible proposals submitted in response to this RFP that address the objectives of the solicitation will be considered by ARR. However, ARR reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the services and assigned responsibilities described herein, and waive any technicalities as deemed to be in ARR’s best interest.**

**3.0 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 percent 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 implement a new 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 over 180,000 residential households and the City has a workforce of approximately 12,000. Initially, this program will be open to ARR’s residential customers and City departments only. ARR will collect unwanted Electronics dropped off at the RRC by residents and City departments. The Contractor shall pick up the Electronics as needed

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and deliver them to a recycling facility for the purpose of avoiding disposal through reuse and recycling methodologies.

**4.0 GENERAL OVERVIEW / SCOPE OF WORK**

4.1 General Overview of Services and Types of Electronics

The Contractor shall have a solution for providing environmentally sound services as required by ARR including the pickup, 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 or functional, usable condition of the Electronics. Electronics may be mixed and require separation prior to processing.

The Contractor shall use best efforts to 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.

Types of Electronics to be accepted by ARR in relation to this RFP include but not limited to:

- Answering Machines
- Camcorders
- Compact Disc Players
- Copiers
- Digital Cameras
- DVD Players
- Electronic Gaming Devices
- Electronic Typewriters
- Fax Machines
- GPS Devices
- Hard Drives
- Laptops
- Mobile (Cell) Phones
- Modems
- MP3 Players
- Other Consumer Electronics
- Pagers
- PDAs (including eReaders)
- Personal Computers (CPU, CRT Monitors, LCD Monitors, Keyboards, Mouse, and Peripherals)
- Printed Circuit Boards
- Printers
- Radios
- Remote Controls
- Scanners
- Stereos
- Switches
- Telephones and Telephone Equipment
- Televisions (CRT and LCD)

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- Transparency Makers
- Two-Way Radios
- Uninterruptible Power Supplies (UPS)
- VCRs
- Word Processors
- Soft Plastic Cases
- Semisoft Plastic Cases
- Hard Plastic Cases
- VHS Tapes
- Cassette Tapes
- CDs
- DVDs
- Vinyl Records
- Printer Cartridges

Proposers submitting a response to this RFP are asked to include in their proposal a list of Electronics they will accept and a list of Electronics they will not accept.

4.2 Material Management Priority

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:

- 4.2.1 Reuse/Resell
- 4.2.2 Repair/Refurbish/Remanufacture
- 4.2.3 Recover Functional Components
- 4.2.4 Recycle Constituent Materials
- 4.2.5 Responsibly Dispose of Hazardous and Non-Hazardous Materials

Note: Under any resulting contract, smelting for material recovery is acceptable. **However, burning or incineration for energy production does not meet the City’s definition for “zero waste” and shall not be acceptable.**

4.3 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 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.

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4.4 Pickup Location

Initially, this program will have one (1) pickup location. The Contractor shall pick up Electronics, as requested by ARR, at the following address:

**Resource Recovery Center**  
**3810 Todd Lane**  
**Austin, TX 78744**

Note: ARR reserves the right to add or change pickup locations at any time if deemed necessary by ARR. ARR also reserves the right to designate one-time or temporary onsite pickup locations for City department upgrade projects if it is deemed necessary by ARR. Responders should reflect in their proposal any additional costs or loss of revenue ARR would incur due to a change or increase in pick up locations.

4.5 Collection Containers/Trailers, Packing Material, Other Equipment

The Contractor shall furnish all necessary collection containers/trailers to be utilized by ARR to collect Electronics from residential customers along with instructions for proper material handling or preparation if any is required. 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. Containers/trailers shall be picked up by the Contractor within two (2) 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.

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.

4.6 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 resulting contract.

4.7 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 authorized ARR staff.

4.8 Existing Data on Memory Devices

The Contractor shall provide a process assuring that no existing data on any media (e.g. memory devices) can be recovered from Electronics that are reused, refurbished, or recycled.

4.9 Removal of Personal Information

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

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**5.0 CONTRACTOR RESPONSIBILITIES**

- 5.1 **The Contractor shall be certified as meeting the e-Stewards standard of the Basel Action Network (BAN).**
- 5.2 The Contractor shall fully comply with all current and future principles, guidelines, and requirements of the BAN e-Stewards standard.
- 5.3 The Contractor shall have, and shall maintain throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.
- 5.4 The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state and local laws, and Travis County and City ordinances. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits and other governmental approvals or authorizations required by all applicable environmental or safety laws. ARR may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's non-compliance with applicable environmental or safety laws. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.
- 5.5 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.
- 5.6 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.
- 5.7 The Contractor shall provide an account manager who will oversee the contract. The Contractor shall also provide contact information for the account manager, and an alternate contact person, who will be available by telephone between 8:00 AM and 5:00 PM Central Standard Time, Monday through Friday, for general contract services. The Contractor shall also provide ARR with emergency contact information for after-hours and weekends.
- 5.8 The Contractor shall provide ARR with written notification 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.
- 5.9 The Contractor shall establish safety protocols for the removal and transportation of the Electronics, and shall ensure that each employee who performs work under this contract is adequately trained.
- 5.10 The Contractor shall provide ARR vehicle numbers and the tare weight of each vehicle that will be used to transport the Electronics.
- 5.11 Once each month, the Contractor shall provide ARR an Invoice/Revenue Share Statement detailing information for each pickup at the RRC, including a total net weight of the Electronics collected, and the calculation for reconciling the fee for services and the Revenue Share. If a Revenue Share is due to ARR, the Contractor shall include a check with the Invoice/Revenue Share Statement.

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- 5.12 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.
- 5.13 The Contractor shall communicate with ARR as needed on issues such as new areas of development or changes in processing methodologies.

**6.0 ARR'S RESPONSIBILITIES**

- 6.1 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.
- 6.2 ARR will provide a suitable and protected location for the Contractor-provided container/trailer and storage of the Electronics at the RRC. (Alternatively, ARR will be able to securely store approximately 24 pallets and/or Gaylord boxes at the RRC without containerization.)
- 6.3 ARR will provide all necessary equipment and staff to load pallets and Gaylord boxes onto the Contractor-provided container/trailer.
- 6.4 ARR will ensure that the Electronics are separated, packaged, secured, and arranged in stacks as mutually agreed upon between ARR and the Contractor.
- 6.5 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 RRC, vehicle number, gross weight, tare weight, and weight of the Electronics for each pick-up.
- 6.6 As necessary, ARR will contact the Contractor to schedule a pickup of Electronics, and the Contractor shall pick up Electronics within two (2) business days of being contacted. (As stated in section 4.5, the Contractor may propose a regularly scheduled pick-up, if that better meets the business model of the proposer.)

**7.0 QUANTITIES**

Quantities provided in this RFP are estimates and for evaluation purposes only. Although the Electronics recycling program as described herein is a new initiative, ARR's preliminary estimate is that approximately 240,000 pounds of Electronics will be collected each year. Actual quantities may be more or less, and no quantities are guaranteed. The City reserves the right to add similar services to this contract.

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**8.0 CONTRACTOR EXPERIENCE AND QUALIFICATIONS**

The Contractor shall submit information demonstrating compliance with the minimum qualifications specified below. Proposals that do not meet the minimum requirements will be deemed non-responsive and will not be considered.

Minimum experience and qualifications are:

- 8.1 At least five (5) years in business.
- 8.2 Demonstrated technical expertise to conduct reuse/recycling activities for Electronics and related materials.
- 8.3 Demonstrated technical expertise to process Electronics and related materials down to the commodity level.
- 8.4 Demonstrated ability to support similar municipal Electronics recycling programs.
- 8.5 Demonstrated compliance with e-Stewards standard, and all applicable federal, state, and local laws and regulations.
- 8.6 Customer references (at least 5).

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**9.0 REPORTING, RECORDS, AUDITS, AND INSPECTIONS**

- 9.1 The Contractor shall prepare and submit monthly and annual reports to ARR 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.
- 9.2 The Contractor shall provide ARR copies of signed manifest and shipment forms.
- 9.3 When applicable, the Contractor shall provide ARR a Certificate of Final Disposal, including documentation certifying the materials were treated or disposed of appropriately.
- 9.4 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.
- 9.5 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. The Contractor and any subcontractors shall also allow access by ARR or other authorized City staff to audit financial statements, and all environmental, safety, and training records.

**10.0 APPLICABLE PERMITS, LICENSES, AND LAWS**

The Contractor shall obtain and maintain all permits and licenses to perform all services described herein. All services provided in relation to this contract, directly and indirectly, shall be in compliance with all current and future laws, ordinances, specifications, rules and regulations applicable to this service as established by any federal, state or local governmental provisions prevailing during the term of this contract.

**11.0 OMISSIONS**

It is the intention of this RFP to acquire complete Electronics Recycling Services of the type described, with all necessary components. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.