

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Waste Repurposing International**

This Agreement is entered into this 11<sup>th</sup> day of September, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County" or "Licensee", and Waste Repurposing International, Inc. dba Smarter Sorting, hereinafter called "Contractor" or "Licensor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing household hazardous product management services by using a technological solution to increase the volume of and expand the clientele accepting reusable consumer products diverted from the Household Hazardous Waste Collection Program into the Product Reuse Give Away Program.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

### **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment 1 – San Mateo County Quality Assurance Plan for Reuse

Attachment 2 – Smarter Sorting Standard SOP 1.19.2018

Attachment 3 – Smarter Sorting End Destination Users

Attachment 10 – Information Services Department Technology Security Assessment

Attachment I—§ 504 Compliance

### **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one hundred-fifty thousand dollars (\$150,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1st, 2018, through September 30th, 2021.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System of County or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

Either party may terminate this Agreement for cause. In order to terminate for cause, the terminating party must give the breaching party written notice of the alleged breach. The breaching party shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If the breaching party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action. The option available in this paragraph for the County to terminate for cause is separate from the County's ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the cure process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **8. Hold Harmless**

##### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from Contractor's failure to

perform any of its material obligations under this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Licensing of Intellectual Property; Indemnification**

Contractor hereby grants to the County a nonexclusive, revocable license to use Contractor's Single Item Sorter (the "SIS"), including all software, computer programs, operating procedures, Operations Manuals, reference materials, and training materials provided by Contractor to the County during the Term of this Agreement. This license shall automatically terminate upon termination or expiration of this Agreement.

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "Contractor's IP") except as otherwise noted by this Agreement.

The County acknowledges that it has access to, and intimate knowledge of, Contractor's IP, such information having been originally acquired by the County from Contractor. Accordingly, the County agrees that the County shall not use or disclose, in whole or in part, directly or indirectly, the Contractor's IP. Notwithstanding the foregoing, the County shall not be subject to these disclosure restrictions with respect to information (a) that Contractor deems a "public report" for the County to make available to the public; (b) that is required to be disclosed under government public records laws; (c) that becomes generally available to the public other than as a result of disclosure by the County or a breach by the County of its obligations under this Agreement, or (d) that is otherwise required by law to be disclosed, in which case the County shall promptly notify Contractor in writing.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's

expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice. This provision does not prevent Contractor from hiring subcontractors or third-parties for Contractor to perform under this Agreement. For example, Contractor may contract with a shipping company to pick up and transport full Reusable Product bins.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor

certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to

execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor

certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Warranty**

The software for the Single Item Sorter (the "SIS") described in Exhibit A attached hereto (the "Software") is subject to a limited warranty. Licensor warrants to Licensee that the Software will perform according to



the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty and notify Licensor in writing. In the event of a breach of this warranty after notifying Licensor, , Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional.

#### **18. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, a copy of all documentation and data related to County held by Contractor, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

#### **19. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Elizabeth Rouan, Household Hazardous Waste Program Coordinator  
Address: 2000 Alameda de las Pulgas, Suite 100  
San Mateo, CA 94403  
Telephone: (650)655-6202  
Facsimile: (650)525-9418  
Email: erouan@smcgov.org

In the case of Contractor, to:

Name/Title: Katy McIntosh, Sr. Director of Operations  
Address: 119 Nueces St.  
Austin, TX 78701  
Telephone: (205)222-5289  
Facsimile: [insert]  
Email: kathy@smartersorting.com

**20. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**21. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Waste Repurposing International, Inc. dba Smarter Sorting

  
Contractor Signature

11 SEPT 2018  
Date

ROBERT E. BEAUCHAMP JR.  
COO, SMARTER SORTING, INC.  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **I. SERVICES TO BE PERFORMED BY CONTRACTOR**

The Contractor will provide the County with its Scanning Equipment and full range of services, which include Sorting Services, Safety Data Sheet Services, Reporting Services, and Reuse Services. These services will allow the County to divert reusable consumer products ("Reusable Products") accepted at the HHW Collection events from disposal as waste to reuse as product. Once sufficient quantities of a Reusable Product category are accumulated, the Reuse Services will allow the County and Contractor to ship the Reusable Products to end-users. The Reporting Services will also enable the County to track volumes and end-uses for all Reusable Product categories.

A. Compliance - The performance of these services shall be in full compliance with all applicable Federal, State, and local laws, rules, regulations and orders, including, but not limited to the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the Department of Transportation (DOT), the State Department of Toxic Substance Control (DTSC) and the California Highway Patrol (CHP).

B. Operational and Strategy Meetings - Contractor will attend operational and strategy meetings and participate in conference calls with program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting coordinated by Program Coordinator.

C. Work Plan – The Contractor shall submit a work plan and procedures and standards for identifying, categorizing, packaging, labeling, transporting, and reusing of Reusable Products collected by the County from households.

D. Collection Sites - Services shall be performed at the County permanent facilities. The current Permanent HHW Collection Facility is located at 32 Tower Road, San Mateo, CA and is open for HHW collections from residential participants, by appointment, every Thursday, Friday and Saturday (except major holiday weekends) from 8:00 a.m. to 2:00 p.m. with a current maximum capacity of 100 participants per day. Approximately 13,000 pounds of product was reused from this facility in FY16-17. The County reserves the right to add additional permanent HHW collection facilities during the term of this agreement.

F. Installation, Equipment and Supplies - The Contractor will provide the Single Item Sorter (the "SIS"), including all scanning equipment, hardware and software. The SIS will be installed at San Mateo County's Permanent HHW Collection Facility, at 32 Tower Road, San Mateo, CA. In the event San Mateo County adds another permanent collection facility, additional SISs including all scanning equipment, hardware and software may be purchased at the rate listed in Exhibit B and the Contractor will install.

The Contractor will conduct an on-site inspection to review operations and facility layout should modifications be made to the collection and sorting area of existing permanent HHW collection facility or new permanent HHW collection facility. The Contractor and County staff will determine how best to integrate the Scanning Equipment into the County's operations. The Contractor will make best efforts to ensure that the Sorting Equipment does not interfere with normal work site operations.

The SIS will take up roughly a 3x2 ft footprint. Because the SIS is built on a rollable cart, it may easily be placed in or moved to the most convenient location at any given time. SIS Components Include:

- Rugged Cart with Wheels

- Touch Screen Computer Interface
- Barcode Scanner
- Two Cameras
- Scale
- Zebra Printer for list, label and BOL printing

Contractor will provide any additional supplies for the County's use of the SIS, including but not limited to bins, pallets, labels and bills of lading. Replacement parts for the SIS components no longer working properly after normal wear and tear in compliance with anticipated operation of the equipment will be provided and installed by Contractor or subcontractor of Contractor.

G. Training - The Contractor will provide training and support to the County's workers prior to their use of the SIS and after upgrades to SIS scanning hardware and software components. The training shall provide specific instructions that help County staff to correctly assess if a product is a Reusable Product (for example, a leaking product should be treated as waste, while a half full can of spray paint with the label intact should be diverted for reuse). The Contractor will also provide feedback to the County for staff to better utilize the SIS to ensure employees are not only shipping items of value, but also ensuring the SIS machine learns to identify any unknown item and adds it to the database once located. The training shall also provide specific instructions for labelling, packaging and shipping full reuse bins.

H. Sorting Services - After installing the SIS, the Contractor will provide a sorting services technology matrix that identifies and tracks items that come into and ships out of household hazardous waste facilities. Identical services to those below may be provided at temporary facilities or mobile events if the SIS is moved, or if a 2nd SIS is purchased by the County.

The Sorting Services will include weighing and scanning the bar code on the potentially Reusable Product. The Contractor will provide access to universal product, chemical and regulatory databases of bar code product data. The universal product database includes consumer chemical products as both a brand name and as a specific collection of chemicals that are present in a specific concentration in the product. The chemical and regulatory database categorizes chemicals by their hazardous properties as described in RCRA, and other relevant state or local regulations. This bar code product data provides for sorting of the product into its proper reuse (or disposal) category.

The Safety Data Sheet Services are referenced to further assist with product identification for proper categorization.

I. Reuse Services - The SIS technology will be used to identify Reusable Products that are well-marked and/or currently available for over-the-counter purchase. Upon scanning the bar code on products that are eligible for reuse, the Reuse Services will provide a diversion recommendation based on DOT regulations for acceptance by the County. At minimum, all items intended for diversion as reuse will be contained in their original packaging, with original labeling and suitable for transport. Items deemed unsuitable for transport shall be sorted and disposed of in accordance with the County's existing disposal protocols. The County reserves the right to select the product management method for all product streams and to approve all sites to which the products will be managed as reuse. The Contractor will also track volumes and end-uses for all Reusable Product categories.

The Reuse Services will be configured to support the County's Product Reuse Give Away Program. All consumer products diverted to the County for reuse will conform to the County's Quality Assurance Plan for Reuse in Attachment 1. The Reuse Services will also be configured to provide Reusable Products to the Contractor. All reuse diverted to the Contractor will conform to the Contractor's Standard Operating Procedures, Attachment 2.

Due to the SIS configuration limitations, the County's Product Reuse Give Away Program will be categorized as 'disposal' while the Contractor's Reusable Products will be configured as Reuse.

Reuse Services will not include paint products that qualify as PaintCare Products under the California PaintCare Product Stewardship Program. Should additional product stewardship programs become available or effective enough as determined by the County during the term of this agreement, then those products may also be excluded from Reuse Services.

- County Product Reuse Give Away Program – The County prefers to reuse as much material as possible. The County is typically able to reuse up to 5% of all the products from the Household Hazardous Waste Collection Program through the Product Reuse Give Away Program. All reusable material considered for diversion into the County Product Reuse Give Away Program in accordance to the County's Quality Assurance Plan for Reuse, attached, will be identified through SIS technology. The County may choose to accept or reject such items for reuse. Rejected items will be managed by the County as HHW or as non-hazardous waste as appropriate.

The SIS technology will allow items to be diverted into San Mateo County's Product Reuse Program, configured as Disposal, under the following categories:

San Mateo Disposal Bins

Aerosols  
Acid  
Antifreeze  
Base  
Bulk Flam  
Flammable Gases  
Paint Related Material  
Oxidizer  
Ox Hypochlorite  
San Mateo Reuse  
Toxic Liquid  
Toxic Solid  
Used Motor Oil

- Contractor Reuse Program – Reusable Products that are not selected for the County's Product Reuse Give Away Program will be diverted to the Contractor in accordance to the Standard SOP, attached. As these Reusable Products are accumulated for shipment to the Contractor, the products will be packaged by category as Reusable Products in Reuse Bins. The Contractor will provide the necessary container bin and labels for preparing reuse items for shipping. Once sufficient quantities of a Reusable Product category are reached, the products may be shipped to end-users through Smarter Sorting outlets. The SIS will sort Reusable Products into compatible categories for proper packing for shipments in accordance with federal and state regulations. The Contractor will assume "Producer" status for all items diverted to its End Destination Users under the following categories of Reuse:

Smart Sorting Reuse Bins

Aerosol Reuse  
Acid Cleaners Reuse  
Base Cleaners Reuse  
Water Base Cleaners Reuse  
Flammables Reuse  
Ag Liquid Reuse  
Ag Solid Reuse  
Home Repair Reuse  
Latex Reuse  
Oil-Based Paint (OBP) Reuse

Oxidizer Reuse  
Propane Reuse

J. Shipments – Contractor shall transport and handle County Reusable Products in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate. The Contractor shall use insured, commercial shippers to ship pallets of reusable product to their Quality Control Center (QCC) in Kyle, TX, and accept generator status once the products leave the County's facility.

Bills of Lading (BOL) shipping record will be prepared by the Contractor. County will not be responsible for payment of additional costs as a result of BOL errors. The Contractor will be responsible for arranging and shipping all diverted Reusable Products free-on-board (FOB) origin from the County's HHW facility. The Contractor will handle shipping logistics by working with partners to schedule pickups in a timely manner that respect space and time limitations. Contractor will load Reusable Product bins into a truck for transportation to the Contractor's receiving facility (location/address) at the County's request.

K. End Destinations - The Contractor will redirect Reusable Products from the QCC to Contractor's Habitat for Humanity ReStore partners. Partner stores are detailed on the Smarter Sorting End Destination Users in Attachment 3. The Contractor has a close working relationship with Habitat for Humanity ReStore reuse partners. In addition to a shared belief in sustainability and product reuse, the Contractor supports Habitat's mission of providing affordable housing to members of their local communities. The Contractor's reuse products account for roughly 5% of the store's monthly revenue while taking up only 0.5% of the stores physical footprint.

Any materials that are rejected upon receipt by the Contractor or its End Destination Users shall be managed and disposed in compliance with applicable Federal, State and law and regulation.

L. Reporting and Data – The Contractor shall provide open qualitative and analytical feedback with percentage of reuse and hazardous waste rates based on the County's usage of the SIS. The Contractor will create complete, itemized data records of every product that is scanned and processed at the County facility(ies). The Contractor will provide the records for the purposes of providing significant insight into the products being reused, as well as the ability to sort data based on disposal or diversion, manufacturer or brand. The Contractor will provide comprehensive reports to San Mateo County based on the data created and collected during the scanning, identification and sorting process. In addition, shipping and compliance reports will be available.

In addition, the custom reports that will always be available to San Mateo County, the Contractor will provide a cumulative report by July 31st each year that covers the preceding fiscal year.

Contractor shall provide County with detailed reports regarding County's household hazardous waste stream based on the data collected by the system. Reports will include:

- a. Types of products collected
- b. Weight of products collected
- c. Products collected by brand
- d. California CalRecycle Form 303 Categories
- e. Chemical Composition
- f. Transportation regulations
- g. Health and human safety information
- h. Product destination by end user(s)
- i. Summary of Rejected Materials

The Contractor may produce custom reports, on a weekly, biweekly, and/or monthly basis, built for shipping or compliance purposes. These reports shall be owned by the County, but copies of all such reports may be retained and used by the Contractor.

Contractor shall also create a report based on formatting and content for the County's required annual report to the California CalRecycle Form 303. This report shall cover a fiscal year period from July 1<sup>st</sup> through June 30<sup>th</sup> and include the reuse and hazardous waste classifications, i.e. Flammable, Pesticides, Aerosols, etc. per the following categories listed below. In addition, the report shall include the total weight in pounds per category as well as the total weight in pounds per management method for each category. The management method must include Reuse and any other method used, including rejected materials, such as recycling, fuel blending, incineration, neutralization, etc.:

San Mateo 303 Reporting Categories -

- 303 Flam Solid
- 303 Bulked Flam Liquid
- 303 Latex Paint
- 303 Oil Base Paint
- 303 Paint Related Material (PRM)
- 303 Antifreeze
- 303 Motor Oil/Products
- 303 Acids
- 303 Bases
- 303 Oxidizers
- 303 Poison
- 303 Aerosol Containers
- 303 Propane

M. Performance Measures - The Contractor will strive to achieve, maintain or increase the 5% reuse goal. The Contractor will use the following metrics to track performance and to maintain a transparent, data driven line of communication with the County.

- % of product diverted into reuse
- Total pounds of product diverted into reuse
- Savings as compared to disposal and incineration

N. Support and Customer Service - Contractor's account management and support team will immediately address any problem with contractor provided hardware and/or software, prioritizing rapid resolution. In the event of any problem, be it routine or severe, Contractor's account manager Katy McIntosh and/or Victoria Hodge will be the program supervisor's and program leads' direct point of contact. For issues encountered by technicians, they may contact the SIS phone number (512-593-2594) or [support@smartersorting.com](mailto:support@smartersorting.com). This contact information is available during after-hours and weekends.

For more serious problems, Contractor's account manager will assemble a cross-functional team of applicable Smarter Sorting staff. The account manager will then liaise between the Smarter Sorting team and San Mateo County staff, creating a transparent process for quickly identifying the core of the problem, identifying possible solutions and executing said solutions, solving the problem.

How long a given problem will take to solve is dependent upon the issue. However, Contractor will be actively and transparently addressing any problem within one (1) business day or less of notification by San Mateo County staff.

Contractor will continuously provide a current and valid method by which the County can contact another Contractor staff member or sub-contractor to provide support for the project in the event that



the primary Contractor contact does not initially respond within the timeframe outlined in the service level agreement below. County is responsible to determine the urgency of incidents.

#### Service Level Agreement

Priority	Incident Description	Target Response and Resolution
Severity 1-Critical	System Down	Contractor support will respond within 1 hour via phone and up to 24 hours to fix the issue
Severity 2-Major	Function or Service is not available, but there is a temporary workaround available	Contractor support will respond within 2-4 business hours; fix the issue within 2 business days
Severity 3-Minor	Enhancement request, minor issues	Contractor support will provide weekly updates of progress and estimated time of completion

A valid method of contact may include communication by telephone call, text, or email. Support is available Monday – Friday from 7 am to 7 pm Central Time by emailing [support@smartersorting.com](mailto:support@smartersorting.com) or contacting the SIS phone number 592-593-2594.

Contractor shall provide telephone support to County staff during normal business hours and will budget for periodic site visits.

Contractor shall plan to meet with staff at least annually to review system performance, functionality, and options for new features or enhancements.

Contractor will be available during normal business hours to address problems. Contractor can generally address most systems issues remotely. Experience has shown that most customer service issues can be addressed via telephone or email. As needed, Contractor will arrange for web conferencing sessions that include screen sharing to resolve more difficult issues. Contractor may visit County facilities at least once per quarter throughout the term of the agreement. Contractor's ongoing support will include site visits, telephone support, and assistance through WebEx meetings with screen sharing. Contractor will have access to all server files and can perform maintenance and implement changes and updates from the Contractor's offices.

In the event that the system is not accessible, Contractor will restore any data lost from backup copies of server files. Contractor will ensure that all files are backed up twice per day on Amazon's AWS or a comparable industry-standard cloud backup service. Online backup copies of daily backups are retained for a year and monthly backups are retained for 3 years each. Contractor shall indicate that daily backups could be performed more frequently if desired by the County.

Responses to less severe incidents can be addressed remotely, as Contractor has full administrative access and control of all files. The server administrator maintains an online chat service for addressing hardware or server system problems, as well as a ticket system that is continuously monitored.

Like any data driven technology company, the Contractor is constantly improving and iterating based upon the real time, quantitative feedback we receive from our users, along with the anecdotal feedback we receive through our customer success feedback loop. Contractor shall provide these commercially available updates to the County at no cost. Smarter Sorting will identify when needed that security patches/fixes will be applied within 7 days for critical vulnerabilities and 30 days for all others. Smarter Sorting configure hardware will have anti- virus and anti-malware software.

O. Change management: Contractor will provide 2 weeks prior notification of any software or hardware changes including UAT testing prior to implementing in the "production/live" environment.

## II. SERVICES TO BE PERFORMED BY COUNTY

San Mateo County will be a full partner by working with the Contractor in this virtuous cycle, diverting products from the incinerator and onto non-profit shelves to help strengthen communities. In addition to reuse through the Contractor's services, the County will better serve their community through the existing Product Reuse Give Away Program.

A. Reuse: The County shall use its Quality Assurance Plan for Reuse and the Contractors SOP best practices to determine that items designated for reuse to be shipped to the Contractor are contained in their original packaging and suitable for transport. Items deemed unsuitable for transport by County staff shall be sorted and disposed of in accordance with existing disposal protocols.

B. Internet Access: The County is responsible for providing workers to use the Scanning Equipment and a reliable internet connection at the work-site. If the County cannot provide a reliable internet connection, additional monthly service charges may apply.

C. Product Scanning: County staff (or its contractors) use the SIS to identify products that arrive at permanent HHW facilities. The County will scan products using the Single Item Sorter (SIS). By scanning the barcode, the database will accurately categorize the product and return a reuse and/or a disposal recommendation. In addition to the diversion recommendation mentioned above, products also receive a disposal recommendation that is consistent with RCRA regulations. County staff are tasked with determining if a product is waste. If staff chooses to accept the disposal recommendation, they follow the on-screen instructions and place the newly identified "household hazardous waste" in the correct disposal bin. Ultimately, the County selects the appropriate recommendation.

D. Reusable Product Management: Smarter Sorting provides "reuse totes/bin" for Reusable Products to be placed into. When County Staff identify a product as being reusable, they are tasked with placing the item in the correct reuse tote. When a reuse bin is full, County staff follow simple on-screen instructions to print a BOL. After placing the BOL on the full reuse bin, the bin is placed on the "full reuse bin pallet." County staff will place the product into a "reuse tote" that will eventually be shipped to Smarter Sorting, and then placed into reuse.

E. Shipments and Deliveries: County staff will schedule the shipments with Smarter Sorting when a minimum of 2 cubic yard pallets of 12 – 16 bins each, are full. County staff will submit requests for supplies, such as new bins, for delivery at the time of shipment.

## **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

### **SERVICE FEE**

Given that San Mateo County staff are already trained, and San Mateo County has a Single Item Sorter onsite at the Permanent HHW Facility at 32 Tower Road, San Mateo, there will be no startup costs associated with this contract.

**New Opportunities:** San Mateo County could choose to purchase an additional SIS in order to cover Temporary Facilities or collection events. If San Mateo County decides to purchase an additional SIS, it will cost \$5,000. In addition, a \$500 per month service and maintenance fee will be charged.

Smarter Sorting costs include the following:

- Single Item Sorter (SIS)
- Software customization
- Data Collection and Reporting
- Reuse of designated Items
- Shipping totes
- Printable Stickers
- Ongoing training and Support
- Shipping of Reusable Items to the QCC and to our non-profit reuse partners (See Attachment 5, listed as Addendum C)

All Smarter Sorting costs incurred are covered in the base price and the per pound reuse rate we charge the County of San Mateo. These rates are below.

**Base Price:** Smarter Sorting data collection and reuse will be billed at the Per Pound Price for Reuse below, with a minimum of \$500 total per month. Monthly Invoices shall include the Reuse Category by Bin Name, pounds shipped per category, cost per base price with reference to the shipping document Bill of Lading,

### **Per Pound Diversion:**

<b>Bin Name</b>	<b>**Per Pound Price for Reuse</b>
Flam/Liquid Paint Related	\$0.36
Paint Related Material	\$0.67
Bulk Fuel/Petroleum	\$0.38
Tox-Sol Herb/Pest - Lab or Loose pack	\$0.38
Toxic Solids	\$0.98
Acid - Labpack	\$1.20
Bases - Lab or Loose pack	\$1.20
Aerosols, Paint, Petro	\$1.46

Aerosols, Paint, Petro- Bulked	\$0.57
Inorganic Oxidizers	\$3.40
Organic Chlorinated Solids	\$1.94
Small Propane Tanks	\$3.00
Large Propane Tanks	\$3.00

## **San Mateo County Household Hazardous Waste Program**

### **Quality Assurance Plan for Reuse**

#### **Product Give-Away Warehouse 310 Pine Street, Redwood City**

This Quality Assurance (QA) Plan applies to San Mateo County Household Hazardous Waste (HHW) Program Product Give-Away Warehouse at 310 Pine Street, Redwood City. This QA Plan is designed to ensure that reusable, household hazardous products or materials that are collected by the program are evaluated to verify that the product containers, contents and labels are as they originated from the product's manufacturers (HSC 25218.1(j)). HHW Program staff shall use the following protocol to ensure that the products selected for reuse and distribution are appropriately labeled, uncontaminated and appear as they originated from the product manufacturer. Specific procedures for evaluating each container are identified below.

Products selected for reuse and distribution must meet the following basic criteria:

- The container must be original and in good condition, with little or no rust, dents, or other damage to its integrity.
- The container must be fully sealed and not leaking.
- The container label must be original per the manufacturer, intact, fully legible and relatively clean.
- The product material in the container must be agreeable with the label.
- The volume of product material in the container must be adequate for purposeful use in accordance with the manufacturer's instructions on the label
- The product material does not appear to be contaminated.
- The product material and/or ingredients must NOT be on the List of Unacceptable Items.

Staff segregating HHW during collection events shall ensure that the above criteria are met by visually inspecting the container and product:

- Verify that the container is original and in good condition. Inspect the container for rust, dents, or other damage to its integrity.
- Verify that the container is fully sealed and not leaking.
- Verify that the container label is original per the manufacturer, intact, fully legible and relatively clean.
- Verify that the product material in the container is agreeable with the label. Inspect the container for marks, handwriting, or other indication that the product material in the container may not be the original product.
- Verify that the volume of product material in the container is adequate for purposeful use in accordance with the manufacturer's instructions on the label.
- Verify that the product material does not appear to be contaminated. Open the container and inspect the product for any indication that it has/has not been contaminated or compromised.
- Verify that the product material and/or ingredients are NOT on this List of Unacceptable Items.

## **San Mateo County Household Hazardous Waste Program**

### **Quality Assurance Plan for Reuse**

**Product Give-Away Warehouse  
310 Pine Street, Redwood City**

#### List of Unacceptable Items

Products that shall not be accepted are:

1. No banned or restricted or environmental unfriendly pesticides, such as:
  - DDT
  - Malathion
  - Chlordane
  - Diazinon, (2,4-D)
  - Chlorine-based pesticides, such as Chlorpyrifos (Dursban),
  - Carbaryl (Sevin),
  - Piperonyl butoxide (PBO) found in Pyrethroid and some Pyrethrin products
  - Strychnine products
  - Arsenic products
  - Penta, (2,4,5-T) products
  - Rodenticides containing Warfarin, Brodifacoum, Difethialone, or Bromethalin
2. No lead-based paint.
3. No photographic chemicals.
4. No wax remover, wallpaper products, or adhesives, EXCEPT containers that are in perfect, “bought-off-the-self-yesterday” condition.
5. No glass containers of any kind.
6. No aerosol cans with V.O.C >67%.

#### **ALL TECHNICIANS:**

Please sign and date to verify that you have read and understand the Quality Assurance Plan.

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Technician Signature

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Date

# Smarter Sorting Program Guide

Prepared by Smarter Sorting



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# Smarter Sorting Contacts

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# Introduction

Hi, I'm Zane Pace, Director of Customer Success at Smarter Sorting. I'm writing today because your city has joined the Smarter Sorting family- Welcome! Smarter Sorting developed the first technology specifically for use in Household Hazardous Waste facilities. Our system generates granular data about the waste stream that allows us to achieve optimal environmental and economic outcomes for every product that enters your facility. We're beyond excited to start working with you, but first allow me to tell you a little bit about Smarter Sorting and our technology.

Smarter Sorting is a tech startup, based in Austin, TX, that works to help cities make meaningful strides towards their zero-waste goals. To achieve this, we developed the first technology ever designed for the HHW industry. Our hope is that our technology will generate comprehensive waste stream data that allows HHW programs to:

- 1) identify new categories of goods for reuse;
- 2) increase diversion for reuse & recycling;
- 3) improve sorting accuracy; and
- 4) reduce costs.

Our process consists of 1) a hardware component, which you will be working with at the facility, and 2) some fancy back-end software that takes the data you collect at the facility and turns it into detailed reports we can use to track program progress and diversion totals. The machine itself is a relatively simple, cart-sized system called the **Single Item Sorter ("SIS")**. We will work with you to integrate it into the workflow of your site and the safety requirements of your program.

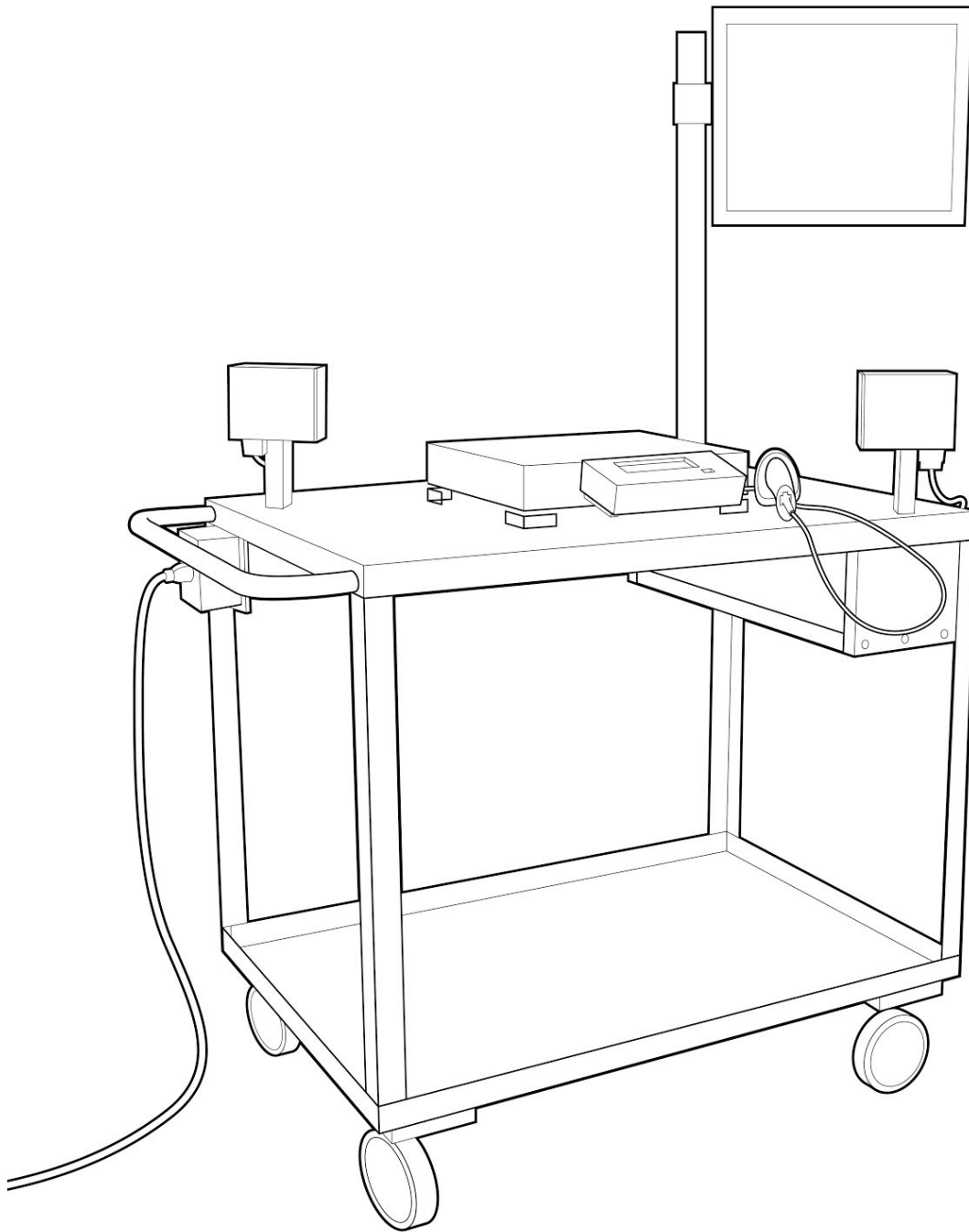
One thing to note about the software is: it learns. The more items the system scans, the more products it can positively identify, and the greater its overall impact will be.

The system's ability to learn, however, depends on daily use by workers on-site - you! Every time you scans an item on-site, you help build a database of hazardous household items unlike any other in the world. That database is what will allow us to substantially increase diversion, lower costs, and achieve environmentally optimal outcomes for all products at your facility.

The rest of this guide will cover operating procedures, FAQs, and other resources we think you may find useful. I look forward to working with you to help build a better world. Please let me know if you have any questions, or if there's any other way I can help.

Thanks, and welcome to Smarter Sorting!

## The Single Item Sorter (“SIS”)



The **Single Item Sorter - SIS** - cart is the backbone of Smarter Sorting's program. We have invested significant time, thought, and resources to develop the first integrated hardware/software system designed specifically for HHW programs. We have tested and refined the cart through pilot programs with national leaders in HHW, adding software functionality and tweaking the hardware, to create a powerful new tool for HHWs.

The SIS consists of a scale, cameras, barcode scanner, and touch screen interface. This simple setup is used to generate data about the HHW waste stream at the point of collection and provide sorting recommendations for individual items.

When an item is scanned, the SIS will display return two different kinds of information to the user. One is **product data**, including product name, manufacturer ID, weight, and SDS availability. In addition to product data, the SIS will provide a 2-tiered **sorting recommendation**. The Sorting Recommendation includes a Smarter Sorting 'Diversion Package' recommendation for items we can place into reuse, and a disposal recommendation tailored to your facility's waste classes. As diversion packages are created and filled, the SIS automatically generates inventory lists and prints labels for shipping, while simultaneously creating diversion and disposal data and reporting on key program metrics.

The data created through scanning allows us to identify products in the stream for reuse, locate end-markets for divertible products, track diverted products to their end-users, craft targeted P&E campaigns based on trends in the stream, quantify the value provided to communities by their local HHWs, and generally make Household Hazardous Waste processing work better.

We've proven that HHW can work better with the SIS through our pilot programs. Austin alone projects to divert 200,000 lbs. of material into reuse for this year, and all of our partners continue to see the benefits of a data-driven approach to HHW.

We're thrilled to welcome you to the Smarter Sorting family, and look forward to working with you to increase reuse and recycling, decrease program costs, and achieve the environmentally optimal outcome for every item in your HHW stream. Contributing to a circular, zero-waste economy is just the cherry on top.

# Single Item Sorter Standard Operating Procedure

## CAUTION

When using the SIS, please consider the following:

- Even though the SIS cart is designed for use in HHW facilities, it does include delicate components. When using the cart, please be careful to avoid unnecessary impacts and spills on the equipment.
- DO NOT STARE INTO THE LASER ON THE BARCODE SCANNER, IT CAN BLIND.
- While the SIS cart is not hazardous, the products you will be handling around it are. Please ensure that you follow all relevant site safety rules & procedures while operating the SIS cart, including proper PPE.
- None of the instructions in this SOP should contradict or compromise any site safety rules. If operators perceive a conflict between this SOP and safety standards, please defer to the site safety rules and contact Smarter Sorting to work out a resolution.
- The unit IS NOT intrinsically safe and should not be used in areas that may have a flammable environment.

## LIABILITY STATEMENT

If any damage should occur to the SIS within the course of normal use or due to routine wear and tear, Smarter Sorting will bear the cost for any and all repairs to the cart. Your program will only be liable for damages resulting from gross negligence or willful destruction of the SIS by staff.

## SIS team roles

An individual can easily operate the SIS alone, it was designed for that. However, in busy times, the scanning process can proceed more efficiently if another staff member assists the SIS operator. Assistance in the form of moving products from cars to the SIS or changing out full diversion packages can free the operator to keep scanning, and ensure we divert as much usable material as possible.

Operator - This worker places items on the SIS, scans them, and checks the accuracy of the SIS product ID and sorting recommendation.

Caddie(s) - The work flows easiest if 1 other worker helps with loading carts with HHW from vehicles, moving them to the SIS, and placing the scanned products in the correct bin.

Ultimately, the ideal team size will depend on your site layout and staff preferences. Smarter Sorting will assist with identifying a system that fits your program's needs during onboarding.

## Moving the Cart

- To move the SIS cart, check that the brakes are disengaged, place two hands on the hand rail, and push or pull the cart in the desired direction.
- When you are satisfied with the position of the cart, lock the wheels using the brakes on the casters beneath the handrail to prevent further movement of the SIS during use.
- No product or other materials should be on the cart when it is being moved.

## Positioning the Cart

- Place the cart in a location that provides easy access to both the unloading area and the sorting area.
- The cart must be able to access a power outlet and requires internet access. Smarter Sorting will set up the SIS internet connection during our initial visit.
  - The SIS should be located as near the outlet as possible, to minimize the amount of cord necessary to supply power.
  - In instances where more than 2-3 feet of cord are necessary, please ensure that any portions of the cord passing through a work space are taped down to prevent tripping.

## Working Around the SIS

- While the SIS is designed for use in HHW facilities, it does contain breakable components. Please refrain from swinging or dropping large or heavy items on the SIS.
- We do not recommend scanning anything larger than a 5-gallon paint bucket, or smaller than a tube of toothpaste.
- Use caution and good judgment when choosing to scan heavy items. We do not recommend scanning items weighing 25 lbs. or more.

## Startup

Here are the steps to bring the SIS online once it is in position.

1. Plug in the SIS, and ensure all local hardware connections are secure.
2. Turn on scale using the button on the display pad attached to the scale.
3. Ensure scale is properly calibrated.
  - 3.1. Press the power/tare button to zero the scale.
  - 3.2. Check units are set to Lbs.
4. Check barcode scanner is on and functioning.

## Account Setup and Log-In

The computer should automatically open the SIS app upon startup. The SIS app will open to a user log-in screen. First time users may have to set up a new User Account. Smarter Sorting will provide login credentials for each SIS user during training.

### Log-In

1. At the log-in screen, use the UPC scanner to scan the code on your ID badge and automatically log in.
  - a. If you do not have your badge, you may manually log in using the box on the right side. Enter First Name, Last Name, and Badge Number, then click the 'Log In' button.
2. Click 'That's me!' on the Confirm Identity screen to begin using the SIS.

### Account Creation

First-time users may need to create an account to use the SIS. The system may not recognize a worker's badge code until an account has been created.

1. At the log-in screen, use the UPC scanner to scan the code on your ID badge. If this brings you to the Confirm Identity screen, your account already exists.
2. If you need to set up an account, scanning your badge will return you to a modified Log-In screen saying 'We didn't recognize your badge', prompting you to create an

account. Click the arrow under the prompt, or the 'Create Account' in the upper-right corner, to proceed.

3. Enter your First Name and Last Name in the boxes provided using the touchscreen keyboard on the monitor. Scan your login code to automatically fill in the 'Scan Badge' box.
4. Select 'Save My Information' to save your account and log in.

## SIS Operation

### Scanning

1. Unload HHW products from vehicles onto a sorting cart per your program's SOP.
2. Move the sorting cart from the vehicle unloading area to a position next to the SIS.
3. Select an item from the sorting cart, and check the container for contents and defects.
  - 3.1. If the container is empty, dispose of it per facility SOP and return to step 3.
  - 3.2. If the container is damaged to the point that it is leaking or falling apart, sort visually per facility SOP and return to step 3.
  - 3.3. If the container is in good condition, or damaged but still functional, proceed to step 4.
4. Place the item on the scale, centered, with the primary label facing either camera.
5. Scan the item - point the barcode scanner at the UPC code on the product's label and pull the trigger. **Warning:** many products - especially paints - contain additional barcodes on labels and tags added by vendors. Try to only scan the manufacturer's barcode.
  - 5.1. If there is no barcode or no label visible on the product, scan the "Unknown UPC Code" attached to the top of the SIS instead.
6. Assess the Product Details on the left side of the screen (e.g. Product name, manufacturer). **Warning:** Sometimes the SIS may incorrectly ID a product.
  - 6.1. If the product is correctly identified, or is not identified at all, proceed to step 7.
  - 6.2. If the product is incorrectly identified (wrong product name or manufacturer), hit the 'Flag' button in the lower left corner of the screen to highlight that the record is incorrect.
  - 6.3. On the Flag Item screen, select any incorrect information from the options provided.
  - 6.4. Write any additional information in the box provided.
7. Assess the Database Response.
  - 7.1. On the right side of the screen, you will see a response to the scan data from Smarter Sorting's database. There are 2 possible responses: 1) Match Found! + 2-tiered Sorting Recommendation, or 2) We're not sure about this one.
  - 7.2. (Response 1) Database recommendations are now 2-tiered, containing both a disposal and a diversion recommendation. If both recommendations are present,



the SIS should select the diversion outcome by default. If this recommendation is correct, simply remove the item from the scale to confirm and move on to the next item. You can also select 'confirm' on the touch screen. If you need to change outcomes (diversion v. disposal) or the recommendation is incorrect, see below.

- 7.2.1.** (Different Outcome) If the SIS defaults to a Diversion recommendation, but you're putting an item in disposal (or vice-versa), simply click the 'Disposal' recommendation button on the lower-half of the screen to change the outcome.
- 7.2.2.** (Incorrect recommendation) If the recommendation is incorrect, select either 'View All Diversion' or 'View All Disposal' button, depending on whether you want to divert or dispose of that item.
- 7.2.3.** On the relevant "All Diversion/Disposal" directory, select the appropriate bin.
- 7.2.4.** If the correct bin is not present on the first page of the "All Bins" list, use the arrow buttons to scroll pages until you find the correct bin.
- 7.2.5.** If you do not feel comfortable with a reuse or disposal option, follow your local SOP to dispose of the item and alert your supervisor so that they can contact Smarter Sorting.
- 7.3.** (Response 2) If the SIS has no recommendation, select the appropriate bin (either the applicable Smarter Sorting reuse profile for that item, or your facility's disposal profile that item would belong to if it waste) from the frequently used list provided where the confirmation screen would normally appear.
  - 7.3.1.** If the correct bin is not displayed in the 'Frequently Used' list, use the arrow in the bottom right corner to advance to a complete list of bins and make the appropriate selection.
  - 7.3.2.** If the correct bin is not present on the first page of the "All Bins" list, use the arrow buttons to scroll pages until you find the correct bin.
- 7.4.** Confirm Bin Selection by either selecting the 'Confirm' button or removing the item from the scale
- 8.** Remove the item from the scale, and place it in the correct bin or package. (See below for info regarding Reuse Packages).
- 9.** Repeat steps 4 - 8 for the next item, and each item thereafter.
- 10.** If there is a problem with the software, or a mechanical issue with the SIS, immediately cease operations and contact your supervisor. Your supervisor will contact a Smarter Sorting team member for troubleshooting.

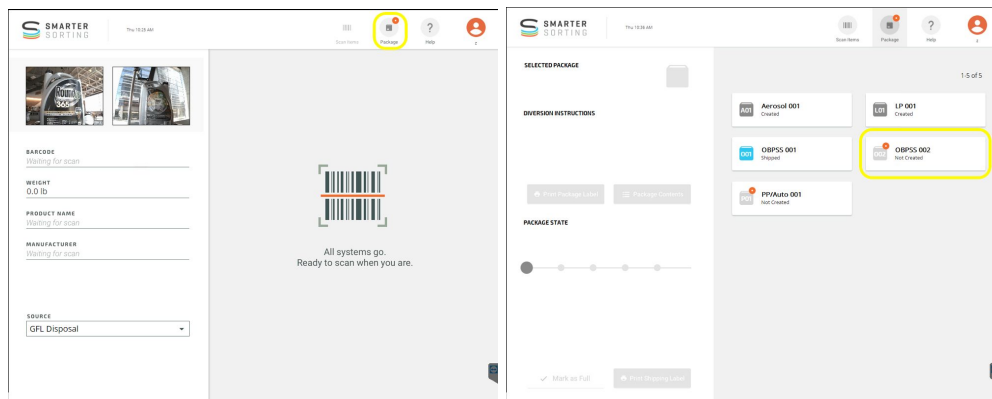
## Packages

### I. Package Creation

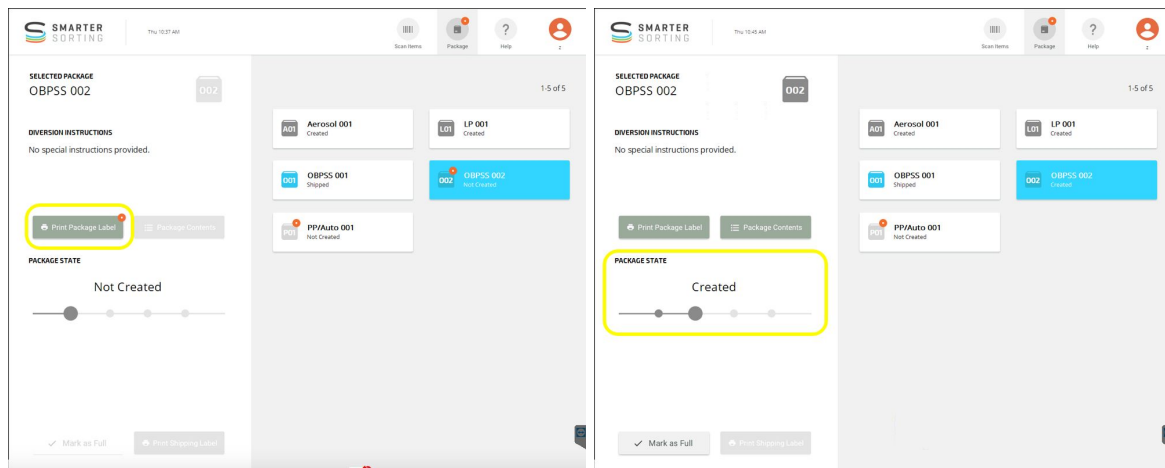
Before you place items into Smarter Sorting reuse packages, you'll need to create each package in the SIS software. This allows the SIS to print a package label, generate a packing

list as items are scanned in, and create a Bill of Lading for shipping. These, collectively, are referred to as Smarter Sorting Stickers, so as to avoid any confusion with DOT labels.

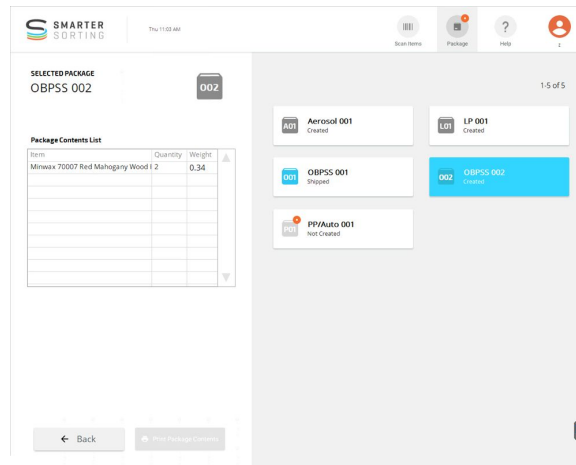
1. When you place a new box out for collection, press the 'Package' button on the SIS.



2. The SIS now automatically generates a name for each package depending on its category and number in the sequence (i.e. Paint Products 01, Paint Products 02, and so on). Packages that have been closed out and shipped will be marked 'shipped'. The next package in a sequence will automatically appear with a red icon highlighting it, and will be marked 'not created'. Click the highlighted package for the appropriate category.



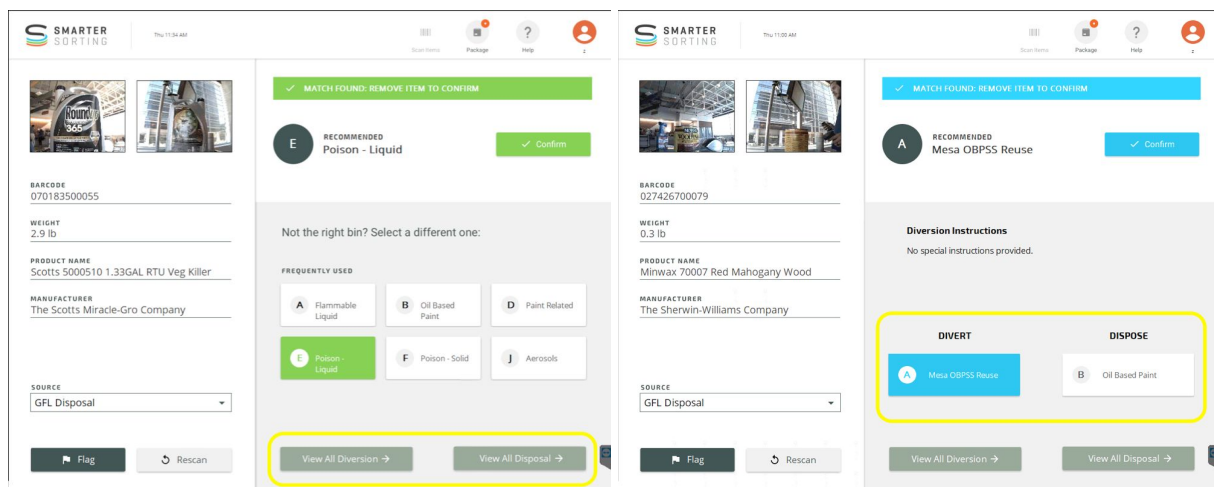
3. Click 'Print Package Label' and then 'OK' to create the package. The package state will change to 'Created'.
4. The SIS will print a sticker for the package, affix it to the correct box.
5. Now you are ready to scan items into that package. The SIS will automatically populate a complete list of 'package contents' as you scan items. You may review this list at any time by returning to the Package page, selecting a 'created' package, and clicking the 'Package Contents' button.
6. Press 'Scan Items' to return to the default screen and begin scanning and diverting products.



## II. Sorting/Diverting

The main change in this phase is that the SIS will now provide both Reuse and Disposal recommendations for items that it recognizes, and that we have a compatible package set up for. Unrecognized products will be treated much as before, except that there are separate buttons and directories for disposal and diversion categories.

### A. Recognized Products



1. Scan a product. If it is recognized and does not have a diversion option, you will see a screen recommending a disposal outcome, with separate 'View All Diversion' and 'View All Disposal' buttons (Left picture) below.
2. If you get this response, but still want to place an item into Diversion, simply select 'View All Diversion' and click the appropriate package. You will now see a screen that matches the picture on the right above.

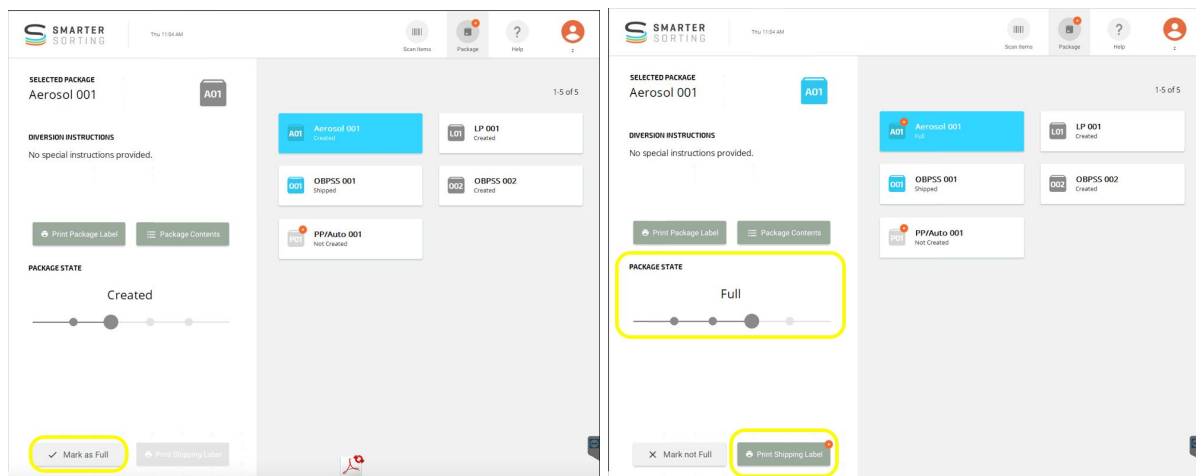
3. If the product is recognized and has a diversion option, you will be presented with two recommendations - one for reuse, one for disposal. Select the appropriate option, depending on the quality of the product and its container.
4. If the recommended option for diversion/disposal is incorrect, click 'View All' of whichever outcome you're designating the item for, and select the correct bin or package.
5. Remove the item from the scale to confirm, or hit the 'confirm' button, place the item in the bin or package you indicated, and continue scanning.

## B. Unrecognized Products

1. Scan a product. If unrecognized, you will see the same screen as always, with the most common disposal bins above and the option to display all of both the disposal bins and diversion packages below.
2. Either select the correct disposal bin and move on, or click 'View All Diversion' and designate the item to the Reuse Package you're placing it in.

## III. Package Closeout

1. Once a box is full, return to the 'Package' page.
2. Select the appropriate package.



3. Select the 'Mark as Full' button, and the package will now be marked 'Full' under 'Package State'.
4. Click the now-highlighted 'Print Shipping Label' button, and select 'OK'. The SIS will print automatically print Smarter Sorting shipping stickers for the package, both a Bill of Lading and a Packing List.
5. Affix the Smarter Sorting stickers to the correct box, and seal it shut using zip ties supplied by Smarter Sorting. Zip ties should be placed through the holes on either end of

the tote, through both the lid and the rim of the tote wall, and then cinched secure. See below for depiction of a properly stickered and zip-tied box.

- a. For Cubic Yard Boxes:** Cubic yard boxes should be sealed using packing tape (Partners are responsible for providing tape). After the package has been closed out in the system, and the stickers affixed, partners may use standard packing tape and apply 4 lengths across the top of the box, evenly spaced, in parallel with the line formed in the middle where the closures meet. Allow for an extra 6-10" of tape to run over and adhere to each side of the box. Partners provide their own packing tape;
6. Retrieve a new box for collection, click the name of the next package in the sequence (it will be labelled 'not created'), and print a new Package Label.



Ex 1: Zip-tying a tote shut, a properly secured and stickered tote.

## **IV. Palletizing**

### **For Cubic Yard Boxes**

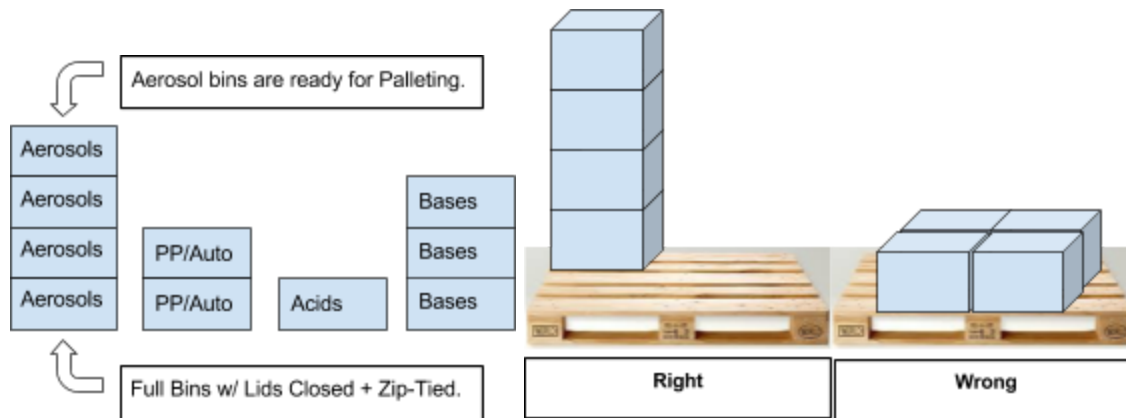
1. The yard boxes should be set up on a pallet when they are first put together. When they are full, simply apply labels, seal them, and strap the box down to the pallet. To strap the pallet, run 2 lines of ½" poly strapping through the pallet and up over the box. Cinch them tight, and fasten them using the buckles. (Example 5 below shows a load of totes strapped to a pallet, it should look the same for boxes).

### **For Totes**

1. Stack full boxes on top of each other (by category) until you have 4 full bins of a single category stacked. While most of the bins are compatible and may be stacked on top of one another, special care must be taken to ensure no incompatible categories are ever stacked together.
  1. Incompatible categories includes Acid with Bases, Bases with acids, and either of these groups with oxidizers.
  2. Oxidizers should always be separated into their own column. Acids and Bases may be stacked with other groups, but never with each other, and never in such a manner that acids and bases will mix should something happen.
2. Once you have 4 Full, zip-tie secured bins from any category, and printed Inventory Lists, move the 4 bins to a pallet together. (Example on Next Page).
3. Stack the bins on the pallet in the same way they were stacked in the processing area.
4. Do not place the bins in a single layer. Rather, make a Totem (4 Bins tall) on one quarter of the pallet. (Example below)
5. Once you have your bin 'Totem' in place, wrap it with a plastic wrap, our standard is Uline 80 gauge blown stretch wrap wrapped 3 times around the totem.
6. Return to normal processing/packing until you have 4 more bins of the same category. Repeat the entire process until you have 4 totems of products categories with 4 sets of shipping documents wrapped inside. All totems and bins should be placed so that the affixed shipping documents are visible from the outside of the completed pallet.
7. Wrap the entire pallet with plastic wrap, and apply the correct DOT labels provided by Smarter Sorting (more on labels in the next section).
  1. For pallets containing totes, we will provide ORM-D Consumer Commodity DOT labels. Affix one to each side of the palletized shipment and it is ready to go.
  2. If your program sends us paint in cubic yard boxes, we will provide UN1263 Paint Related Materials 4x4" DOT placards.



8. Once you have the pallet wrapped, with labels applied, please strap the load down to the pallet using poly strapping. Our standard is ½" black poly strapping from Uline, but pre-cut ½ poly strap and buckle products work as well.



Ex. 1 Proper tote organization	Ex. 2 Properly stacked on a pallet
--------------------------------	------------------------------------



Ex. 3 ORM-D Label



Ex. 4 UN1263 label




Ex. 5 Shipment ready for pickup, wrapped, labelled and strapped.

## V. Labels

Materials shipped with Smarter Sorting will require our own proprietary stickers, in addition to the appropriate DOT labels that we will also provide.

### Smarter Sorting Stickers:

Each time a package is closed out, a 'Bill of Lading' document will print, indicating Smarter Sorting as the source and responsible party for each package. A Packing List for the package in question will print along with it, this is an itemized list of everything in the container. See the example below, and for additional info please consult the document key in the appendix.

Bill of Lading	
<b>Ship From</b> 3080 Kyle Crossing Kyle, TX 78640	<b>BOL#</b> 2.1 Aero001 
<b>Ship To</b> Smarter Sorting 3080 Kyle Crossing Kyle, TX 78640	<b>Carrier Information</b>  
<b>Notes for Shipper</b>  	<b>Description of Contents</b>  
Packing list is enclosed.	
<b>Shipper Signature</b>  	<b>Date</b> 2017-11-13

## -- PACKING LIST --

PKG# 001	
BOL# Household Products001	
1x Rug Doctor Oxy Steam Carpet C	3.14 lb
1x Armor All 10160 16 Oz Protect	1.10 lb
1x Armor All 10326 32 Oz Armor A	1.98 lb
3x Bronzing Power Ps 55555555	4.46 lb
1x Homax Gghs12 12 Oz. Goo Gone	0.68 lb
1x Pine-Sol 40236 Cleaner & Disi	3.14 lb
1x Windex Outdoor Multi Surface	2.10 lb
1x Resolve Carpet Cleaner, Steam	2.70 lb
1x NATURES MIRACLE SKUNK ODOR RE	2.28 lb
1x Church & Dwight 045 111512a03	2.12 lb
1x Miracle Sealants Bathroom Clea	0.98 lb
1x Custom Building Products Clea	2.44 lb
1x Homax 4. Oz Oops All Purpose	0.22 lb
1x Prestone 797496861825	0.36 lb
1x Great Value: Original Glass C	2.10 lb
1x Church & Dwight Orange Glo Ha	1.22 lb
1x Church & Dwight 11501 22oz Ha	1.42 lb
<b>TOTAL:</b>	<b>32.44 lb</b>

## Ex. 6 Smarter Sorting Stickers for Packages

These Smarter Sorting stickers primarily help us track packages and materials on our end between our partner programs and end markets, and assist in billing. Packages sent to us will still require the correct DOT labels, as described below.

### DOT Labels:

I. Paint Boxes. UN 1263 Paint Related Materials. If we handle paint for your program, and you're shipping sufficient quantities to require a cubic gaylord box of paint, we will send you 4" UN 1263 DOT Labels with the 'Flammable' hazard sign and 'Paint Related Materials' identifier.

II. Limited Quantity. Each of the totes packed with materials for Smarter Sorting represents a limited quantity of a given material, and is tied to a specific UN number. (Aerosols are UN 1950 Flammable Gases, 'Flammables' are 1993 Flammable Liquids). While we will eventually require a separate 'Limited Quantity' label for each tote in this category (ORM-D is phasing out in 2020), the law currently allows for retail/household items in limited quantities to be designated ORM-D, Consumer Commodities. As such, we are presently sending ORM-D labels for partners to apply to each tote package. Please apply these labels to the boxes themselves, and then again to the pallet once it has been shrink wrapped.

## VI. Shipping

When you have a pallet's worth of boxes closed out and ready to ship, weigh the pallet(s), and email [shipping@smartersorting.com](mailto:shipping@smartersorting.com) with a description of the pallet (which packages it contains) and the weight. We will arrange a pickup for the shipment, and email you any additional documentation the shipping company requires or provides.



Your bill of lading should look similar to the document provided below, and must be printed and handed to the driver at pickup.

Shipper number: Trailer number: Shipper name: City: State: ZIP code: Origin city (if different than before): State: ZIP code: Invoice: Address: City: State: ZIP code:		P.O. Number: Consignee name and address: <b>SMARTER SORTING</b> 3080 KYLE CROSSING BLDG 1 Destination City: <b>KYLE</b> State: <b>TX</b> ZIP Code: <b>78640</b> Phone Number: <b>(512) 709-0127</b> Customer number: Store number: Department: P.O. Number: Special instructions:	
Contact Name: Contact Phone: Standard: <input checked="" type="checkbox"/> Expedited Guarantee: <input type="checkbox"/> Guaranteed Standard Service by 5 p.m. or end of business day Guaranteed Multiday Window Between: / / & / / Time Critical: <input type="checkbox"/> Deliver by: / / <input type="checkbox"/> By noon <input type="checkbox"/> By 5 p.m. or end of business day Time Critical Hour Window: Deliver on: / / Between: & Time Critical (fastest ground delivery - no delivery date required)		Quote I.D.: All shipments are subject to individual pricing programs as published by YRC or by written transportation contracts.	
Cod fee: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> COD amount: \$ Customer check OK for COD amount? Yes <input type="checkbox"/> No <input type="checkbox"/>		No. shipping units: Kind of package: No. pieces: Unit of measure: Description of articles, special marks and exceptions: NMC item number: Class: Weight (lb): Subject for correction: Length: Width: Height:	
1 PLT 1 PLT 2 GRAND TOTAL		UN1263, OIL BASED PAINT, (PAINT & PAINT RELATED MATERIALS), 3 CONSUMER COMMODITIES, ORM-D 65 900 65 700 1600	
(EMERGENCY CONTACT) Phone: (281) 513-3779 Name: ZANE Contract #:		Shipment charges are prepaid unless marked collect: Collect <input checked="" type="checkbox"/> Total charges: \$	
Note: (1) Where the rate depends on value, shippers must state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ Note: (2) Liability limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. §14706 (c)(1)(A) and (B). The property described above is in apparent good order, except as noted (contents and condition of contents or packages preserved, marked, consigned, and delivered as indicated above which said carrier (the vessel carrier) being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to carry its usual place of business or destination, if in its route, otherwise to deliver to another carrier or to the route to said destination. I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded and are in all respects in proper condition for transport according to applicable international and national governmental regulations.			

## SIS Shutdown

1. Log out of your profile by selecting the Profile button in the upper right corner.
2. Select "Log Out".
3. Shut Down the SIS by hitting the 'Off' switch. Allow the CPU to shut down.
4. Unplug the SIS, secure any cords and components underneath the SIS.
5. Store the SIS in a safe location that is covered and shielded from the elements.

# Guide to Selecting Reusable Products

There are certain qualities we would like to see in a given item selected for reuse, and certain ones that render a product impossible for us to reuse. These can be thought of as “Dos and Don’ts” for reuse with Smarter Sorting. We have also provided your facility with quick reference posters to help operators make informed reuse decisions.

## Reuse - Dos

- **Sealed and Secured**
  - Cap or lid is secure
  - Bags can be sealed (e.g. fertilizer)
- **Readable Labels**
  - Label is intact and legible (at least partially)
  - Barcode can be scanned
- **Usable Quantity**
  - 50% full or more (could be less for concentrated products)
- **Contents Match Label**
  - There is no indication that the contents have been altered or no longer match the label.

## Reuse - Don’ts

- **“Leakers”**
  - Lid/Cap can’t be secured
  - Ripped bags
  - Damaged and leaking containers
- **Missing Labels**
  - No Label
  - Illegible
  - Barcode can’t be scanned
- **Old/ Empty Products**
  - Old/Expired
  - Less than 50% full
  - Banned pesticides
  - No Glass Pesticide bottles, or Ortho products with the Chevron logo (too old).
- **Contents don’t Match Label**
  - Following a quick inspection, it is apparent the contents have been altered and the packaging no longer contain the original product. Example: a gallon can of paint thinner contains motor oil.

Smarter Sorting personnel will also be making a site visit when we set up your reuse operation. During this time, we will assist workers in identifying appropriate materials for Smarter Sorting reuse. As a general rule, if you would use it, someone else will.

## Types of Products We Want

While we will work with your program to specifically identify product categories to send to us, the following is a list of item categories for which we can generally find reuse opportunities.

- **Paint Products**
  - Oil Based Paint
  - Wood Stain & Finish
  - Spray Paint
  - Paint Thinner
  - Other Solvents
- **Lawn & Garden**
  - Weed Killer
  - Soil Treatment
  - Plant Food
  - Fertilizer
  - Fungicide
- **Pesticides**
  - Wasp & Hornet Spray
  - Fire Ant Killer
  - Garden Pests
  - Mosquito Repellent
  - Multi-target Pesticides
- **Home Building**
  - Caulk/Adhesive
  - Pre-mixed Grout
  - Contact Cement
  - PVC Pipe Thread
  - Sealant
- **Cleaning Products**
  - Bleach
  - Carpet Cleaner
  - Window Cleaner
  - Toilet Cleaner
  - Tile/Tub Cleaner
  - Multi-surface Cleaner
- **Automotive**
  - Brake Fluid
  - Transmission Fluid
  - Steering Fluid
  - Engine Lubricant
  - Car Polish/Cleaner

# Information for HHW Program Managers

Program managers, welcome to Smarter Sorting! We are extremely excited for the opportunity to work with you and your staff to develop a better system for managing household hazardous waste.

In this section, we will attempt to provide you with all of the information you will need to integrate the Single Item Sorter (“SIS”) into your program operations. We will address expectations for the engagement, managing workers and the SIS, troubleshooting, and more.

## What to Expect

Smarter Sorting will provide the following deliverables during the course of this engagement:

- Scanning hardware & software;
- On-site training and onboarding support□;
- Automated reports on the HHW stream (Including cost & diversion metrics);
- Optimization of sorting process;
- Diversion of products into reuse/recycling (Smarter Sorting handles all sales and logistics); and
- A Data Report that reviews the data collected and makes recommendations for diversion opportunities and other next steps

In addition, Smarter Sorting will provide continued support and feedback throughout the course of the engagement. While we cannot keep a staff member permanently on site at each partner facility, staff will always be available for support during your program’s working hours.

Our technicians can access the machine remotely to work on programmatic errors, so there will be no need for on-site repairs to the SIS unless something physically breaks. Smarter Sorting will cover the costs of any such mechanical repairs that may arise during the course of the engagement, provided the damage is not the result of gross negligence by workers.

Smarter Sorting Contacts:

- Zane Pace, Director of Customer Success. (281) 513-3779. [zane@smartersorting.com](mailto:zane@smartersorting.com)
- Margaret Spear, Chief of Staff. (512) 709-0127. [margaret@smartersorting.com](mailto:margaret@smartersorting.com)
- Maya Carrillo, Data Lead. (512) 636-8204. [Maya@smartersorting.com](mailto:Maya@smartersorting.com)

Zane should be your primary point of contact over the course of the program. He is readily available to partner programs and will ensure that all of your needs are met. He should be able to answer any questions you may have , and will make sure you are connected with the

appropriate team member if he can't. He will be on-site for initial set-up and training, and available to assist in any way possible from then-on.

## Managing Workers & the SIS

While we do not expect program managers to operate the SIS, we know you will have to manage the people that do. As the responsible party in the facility, we also ask that you assume control of any troubleshooting that needs to occur with the Single Item Sorter.

Tips for Managers:

Rotate workers on the SIS - loading and unloading the SIS involves many repetitive movements and actions. Over time, this can put stress on workers' bodies. Not everyone finds running the scanner thrilling, either. When operating the SIS, we found it preferable to change roles every few hours and to take occasional breaks to stretch.

Make it a contest - Since each worker will have a unique login ID, it will be possible to track each individual's sorting record. If they enjoy operating the SIS and friendly competition, you may find it useful to establish contests and goals for your workers based on their sorting accuracy or total number of items scanned.

## Troubleshooting the SIS

1. A worker comes to you to report a problem with the SIS.
2. Have the worker describe the process they went through to generate the error in detail.
3. Accompany the worker to the SIS and have them show you the error, replicating the initial process (if possible). You may want take pictures of this part to send to us, but also remember that we can access the unit remotely to look at your screen.
4. Once you have an idea of the problem, call Zane and describe the issue (281-513-3779). Zane will either walk you through a step by step solution process, or contact the appropriate team member to fix the problem.
5. The team member will remotely access the software to fix the problem. Please have a phone on-hand to speak with the technician while they address the problem. If you cannot be on-hand, either have the original worker take the phone, or put the SIS aside until you can make time for troubleshooting.

## Reporting

Beyond Reuse opportunities, Smarter Sorting's main deliverable to managers will be the comprehensive waste stream data generated by the SIS.

Knowledge is power, and it is the knowledge presented in the weekly/monthly pilot reports that will give us the power to identify new products in the stream for reuse/recycling. These reports will include:

Facility specific data that captures all your program's activity

- Total number of scans
- Weight of items scanned
- Percentage of stream disposed/recycled
- Cost
- Waste Stream Composition (relative % of each category)
- Top Products/Manufacturers by weight or quantity

Smarter Sorting Family Data showing the cumulative impact of Smarter Sorting activities across all pilots

- Total products scanned
- Total amount diverted
- Performance highlights from other programs
- Other news & lessons learned

It is our hope that this reporting will not only provide data that allows your program to lower its costs and increase its reuse/recycling, but also create synergy between programs that ultimately results in a diverse, interconnected recycling & reuse ecosystem.

A sample report can be found on the next page.



## MONTHLY REPORT

Household Hazardous Waste Program

### June 2017



Recycled	136,133 lbs	▲ 51%	90,150 lbs
Disposed	44,317 lbs	▲ 10%	40,150 lbs
Total Collected	170,450 lbs	▲ 31%	130,300 lbs
HHW Customers	2,550	▲ 12%	2,280
\$ Cost	\$ 38,400	▲ 27%	\$ 30,200

### June 2016

40% Diverted

### 2017 Year to Date Status



Recycled	1,196,133 lbs	▲ 36%	879,379 lbs
Disposed	334,317 lbs	▲ 6%	312,921 lbs
Total Collected	1,530,450 lbs	▲ 28%	1,192,300 lbs
HHW Customers	23,760	▲ 37%	17,260
\$ Cost / lbs	\$ 0.23	▼ -5%	\$ 0.24
\$ Cost / Customer	\$ 15.59	▼ -20%	\$ 18.82

### 2016

41% Diverted

### 3 YEAR DIVERSION HISTORY

FY 2017 - '18 has a dramatic 35% increase in Diversion.



# Smarter Sorting Frequently Asked Questions

## 1. Is it necessary to scan every single item?

No. While the cameras and sensors on the SIS are designed and calibrated to work with the vast majority of the HHW stream, some large or small items may not be practical to scan. We do not recommend scanning anything larger than a 5-gallon paint bucket, or smaller than a tube of toothpaste.

Use caution and good judgment when electing to scan heavy items. We do not recommend scanning items weighing 25 lbs or more.

## 2. Where should we position the SIS cart for daily use?

The SIS cart is intended to scan items as they are collected from vehicles, prior to sorting and segregation. As such, we recommend siting the SIS at a location adjacent (w/ easy access) to both the unloading and waste segregation areas that also facilitates the easy movement of people, carts, and drums around the SIS. Ultimately, the cart is mobile, so feel free to tinker and find what works best for your team.

## 3. How long does the SIS take to scan and process an item?

During our initial trials, we were able to get the time per record down to a second or two on successful scans. As soon as the barcode is scanned, the scanner will beep and data should show up on screen. Sometimes the scanner beeps but nothing happens on-screen, this is due to hiccups in the scanner's internet connection. There will be a brief delay and then the machine will catch up. Scanning repeatedly during this delay probably doesn't help, but it makes us feel better and we tend to scan the item relentlessly until the SIS generates a response.

If the SIS cannot identify or misidentifies an object, it will add another 30 seconds – 1 minute to the process.

## 4. Will Smarter Sorting affect our existing reuse program?

No. Smarter Sorting provides value in the form of data and unlocking new streams for reuse/recycling. We will take no credit and demand no payment for existing reuse programs.

## 5. What does the SIS cart require to function?



The SIS cart needs access to a power outlet and some form of wireless internet. Smarter Sorting will set up a network for the cart at the time of setup/installation.

6. The agreement says we need to use the SIS for two hours a day, what if it's a slow day and there's nothing to scan?

If it's a slow day and there's nothing to scan, so be it. We just ask that programs use the machine when they do have items to scan and sort, as the ultimate strength of the SIS will be determined by the number of products we scan and the amount of data we capture. The more you scan, the more Smarter Sorting can help you divert materials and save money.

7. When Smarter Sorting identifies a product for reuse/recycling, who is in charge of developing the diversion & recycling process?

Smarter Sorting will handle all of the end-market development for new categories of recyclables. The only change on the program's side will be the addition of another bin for that specific product, and hopefully a reduction in disposal costs.

8. Is the municipality responsible for materials handled by Smarter Sorting once they leave the site?

No. Municipalities are fully indemnified once the items handled by Smarter Sorting leave the facility.

# Appendix

## 10 Second Zebra Printer Troubleshoot Instructions

Occasionally, the printer attached to the SIS may come out of alignment. It may print extra blank labels when you try to print, it may print a label off-center. The vast majority of these problems we've encountered with the Zebras were successfully resolved using the simple steps outlined below. Please give these a shot if you have any problems with your printer.

### **Step 1: power reset**

Switch the printer off using the switch at the back near the power socket. Give it two seconds, then switch it back on.

### **Step 2: reset to factory defaults**

Hold down the single round button on the front panel. The indicator light will start a flash sequence: 1, 1-2, 1-2-3, and so on. When it flashes four times, release it. This resets the printer to factory defaults.

### **Step 3: Label width calibration**

Hold down the button until the light flashes five times, then release it. This will make the printer enter label width calibration. It will print a series of widths, getting wider each time, on a label. When the printed width matches the label width (or your preferred setting), tap the button once to lock it in.

### **Step 4: All other calibrations**

Hold down the button until it flashes twice, then release it. This will run an automatic set of calibrations.

If these steps fail to restore your printer to functionality, please place the printer so that we'll be able to see it in one of the cameras (on the scale works best), and contact Smarter Sorting.

## SIS Stickers Key

Bill of Lading	
<b>Ship From</b> 3580 Kyle Crossing Kyle, TX 78640 1	<b>BOL#</b> 2.1 Aero001 3 
<b>Ship To</b> Smarter Sorting 3580 Kyle Crossing Kyle, TX 78640 2	<b>Carrier Information</b>  
<b>Notes for Shipper</b>  	<b>Description of Contents</b> Contains Chemicals 4
Packing list is enclosed.	
<b>Shipper Signature</b>  	<b>Date</b> 2017-11-13

Labels are a product of Smarter Sorting. © 2017

1. Ships From - This should be your facility's address
2. Ship to - Either Smarter Sorting itself, or one of our local reuse partners moving forward.
3. BOL # + Barcode - the BOL # describes the shipment in following terms: Package Name, Package Number.
4. Contains Chemicals - DOT advisory that our packages contain chemicals, still required for limited quantity packages.

-- PACKING LIST --					
1	PKG#	001			
2	BOL#	Household Products001			
3	1x	Rug Doctor Oxy Steam Carpet C	4	3.14 lb	5
	1x	Armor All 10160 16 Oz Protect		1.10 lb	
	1x	Armor All 10326 32 Oz Armor A		1.98 lb	
	3x	Bronzing Power Ps 55555555		4.46 lb	
	1x	Homax Gghs12 12 Oz. Goo Gone		0.68 lb	
	1x	Pine-Sol 40236 Cleaner & Disi		3.14 lb	
	1x	Windex Outdoor Multi Surface		2.10 lb	
	1x	Resolve Carpet Cleaner, Steam		2.70 lb	
	1x	NATURES MIRACLE SKUNK ODOR RE		2.28 lb	
	1x	Church & Dwight 045 111512a03		2.12 lb	
	1x	Miracle Sealants Bathroom Clea		0.98 lb	
	1x	Custom Building Products Clea		2.44 lb	
	1x	Homax 4. Oz Oops All Purpose		0.22 lb	
	1x	Prestone 797496861825		0.36 lb	
	1x	Great Value: Original Glass C		2.10 lb	
	1x	Church & Dwight Orange Glo Ha		1.22 lb	
	1x	Church & Dwight 11501 22oz Ha		1.42 lb	
	<b>TOTAL:</b>			<b>32.44 lb</b>	<b>6</b>

1. Package Number - Identifies the package the Packing List is tied to
2. BOL# - identifies the BOL tied to both the Packing List and the package
3. Quantity - number of a given item in the package
4. Product Info - Describes the item in the following terms: Manufacturer, Product Name, UPC (when there is room)

5. Weight - Weight of a given product in a package
6. Total Weight - weight of all products in a package, should not exceed 66 lbs.

**Disposal (or End User) Site Qualifications**

Disposal Site Name:		
Mailing Address:		
Facility Address(es):		EPA ID#:
		EPA ID#:
		EPA ID#:
Waste Streams Handled:		
Brief description of treatment/disposal methods:		
	[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility, consolidated and shipped on a manifest to an incinerator)]	
Summary of compliance history:		
	(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)	

(Add additional sheets as needed for additional disposal sites.)



This document is to be completed for new or upgraded technology acquisitions, contracts, and projects. Please submit with all other proposals and agreement terms for review by the County Information Security Officer according to directives in Administrative Memorandum B-1

### Section 1: Vendor Information

Name:  Corporate Phone #:   
Address:  City:  State:  ZIP:

Technical Support Contact Methods: ☒ Phone:  ☒ IM/Chat   
(Select all that apply) ☒ Email:  ☒ Web Portal

Technical Support Coverage Hours: ☒ 24x7x365 ☐ Business Hours M-F 8-5 Pacific ☐ Other:

Does the vendor provide a dedicated account manager or representative for escalating problems or incidents? ☒ Yes ☐ No

Does the contract permit the County of San Mateo the right to conduct a security audit of the vendor's data protection practices? ☒ Yes ☐ No

Does the vendor have any third-party certifications or attestations, such as FedRamp, FIPS 140 -2, FISMA and DIACAP, HIPAA, ISO 27001, PCI DSS, TRUSTe or SOC 1/SOC 2/SSAE 16/ISAE 3402? ☒ Yes ☐ No

### Section 2: Product Information

Product Name:  No. of Users :  Does the product have technical constraints to the number of concurrent users it can support? ☒ Yes ☐ No  
☒ This is an upgrade or renewal for existing technology currently in use in the County

Location:  **For products that are either fully Hosted Offsite or Hybrid Offsite, please complete Section 5 'Hosted/Cloud Services' below**

**Product Description and Purpose:** Please include information that will identify the business process and the departments/divisions who will use it.

**Integration:** Does the product integrate or interface with any other existing or planned products or services used either at the County, or with another third-party County vendor? This would include requirements for integration or use of the County's email system. ☒ Yes ☐ No

Data Sensitivity:  Data Criticality:  **For details on Data Sensitivity and Data Criticality, Please see Section 6 'References' below**

### Section 3: Administrative Controls

<p><b>Configuration and System Hardening:</b> Does the product offer a baseline configuration or system hardening tool that can protect the product against confidential data disclosure or service disruption?</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p>		L,M,H
<p><b>Backup and Restore:</b> Does the product offer features to backup and restore user data, configurations, and application code?</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input checked="" type="checkbox"/> <i>Check here if the product can integrate with CommVault Storage Services and API, which is the backup platform in use in San Mateo County</i></p>		L,M,H
<p><b>Monitoring and Event Management:</b> Describe how the product can be monitored for performance, reliability, and security. Include how the product reacts to events that are raised during normal operations.</p> <p><input checked="" type="checkbox"/> <i>Check here if the product can forward events to a central log repository or System Event and Incident Management (SEIM) platform</i></p>		L,M,H
<p><b>Patching:</b> Describe how the product is patched and updated. Include how frequently the vendor provides security fixes and updates.</p> <p><input checked="" type="checkbox"/> <i>(On Premise Location Only) Check if vendor approval needed for San Mateo County engineers to apply patches to OS and platform supporting product.</i></p>		L,M,H
<p><b>Malware Protection:</b> Will the product be affected by servers or endpoints that run anti-virus/anti-malware protection? If yes, provide details on what exclusions are required for the product to work effectively.</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p>		L,M,H

For Internal Purposes Only

### Section 4: Technical Controls

<p><b>Identity and Authentication Management:</b> Does the product provide for, or support, identity and authentication integration with via other credentialing systems or protocols?</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><b>Note: SAML is the preferred choice for integration with San Mateo County systems</b></p>	<p>If yes, please specify:</p> <div><input checked="" type="checkbox"/> SAML</div> <div><input checked="" type="checkbox"/> OAuth</div> <div><input checked="" type="checkbox"/> MFA</div> <div><input checked="" type="checkbox"/> Active Directory</div> <div><input checked="" type="checkbox"/> LDAP</div> <div><input checked="" type="checkbox"/> Other: <input type="text"/></div>	L,M,H
<p><b>Password Management:</b> Does the product provide for password management that meets the County password policy for complexity, expiration, reuse, and lockout?</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><b>See Section 6 'References' for more information about San Mateo County's Password Policy</b></p>		L,M,H
<p><b>Access Management:</b> Does the product allow for privileges to be assigned to both individuals and 'groups' of individuals in order to support the use of 'Roles' for access permissions?</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p>		L,M,H
<p><b>Encryption:</b> Identify and describe whether the product encrypts data during different states – i.e., at rest, in use, and in transit. Also include credentials (usernames, passwords, etc) encryption.</p>	<div><input checked="" type="checkbox"/> Data-in-transit</div> <div><input checked="" type="checkbox"/> Data-in-use</div> <div><input checked="" type="checkbox"/> Data-at-rest</div> <div><input checked="" type="checkbox"/> Credentials</div>	L,M,H
<p><b>Auditing:</b> Does the product provide a mechanism for auditing system activity and/or reporting of that activity? Examples of auditing include user login/logoff, user actions, data export, and permission changes.</p> <p><input checked="" type="radio"/> Yes <input checked="" type="radio"/> No</p>		L,M,H

For Internal Purposes Only

## Section 5: For Cloud/Hosted Services ONLY

**Information Request:** Please submit/attach documentation that describes the vendor's comprehensive security program. It is important that it adheres to a recognized framework (e.g. ISO, NIST), and include the following topics:

- Business Continuity/Disaster Recovery
- Security Incident Management
- Risk Management
- Authorization and Authentication
- Auditing of Information System Activity
- Vendor workforce: background checks
- Vendor workforce: security training
- Data Protections for Sensitive Information
- Subcontractor security controls
- Physical Facility Protections

**Information Request:** Please submit/attach the vendor's most recent security audit report, such as SAS70/SSAE16.

**Data Sovereignty:** Does the vendor keep all the data within the United States? Please provide the location(s) where San Mateo County data will be stored

**Tenancy:** Describe how San Mateo County data resides with other customer data in the hosted environment-- i.e., is the data co-mingled in a single database, or are there separate customer databases?

**Hosted Platform:** Please describe the vendor's technology platform in the hosted environment-- both application, database, and/or other layers (e.g., Ruby on Rails, Redis Cache, MongoDB)

**Third Party Services:** Does the vendor use any third party services (e.g., for development, QA, helpdesk, integration services, offsite backup locations, etc) where the third party vendors have access to San Mateo County data?

☒ Yes ☐ No

**Network Defenses:** Please describe how the vendor's network perimeter is protected, including whether an IPS/IDS and anti-virus system is activated, and whether there is a central logging facility for perimeter events

**Service Levels and Incident Response:**  
What is the service level for this hosted product, and how does the vendor guarantee that level for its customers? Include how the vendor notifies customers of incidents that do not meet service levels.

**Data Loss Events:** Has the vendor experienced any data loss incidents which required reporting to regulatory authorities in the past 24 months?

☒ Yes ☐ No

**Forensic Analysis:** Who would perform a forensic analysis of a breach if one were to occur at the vendor site?

**IP Restrictions:** Does the vendor's hosted site have the capability to restrict access to San Mateo County's public IP address space?

☒ Yes ☐ No

L,M,H 

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L,M,H 

For Internal Purposes Only



## Section 6: References

### Password Policy

The County of San Mateo's Information Security Policy requires new technology implementations that use passwords to adhere to the following password requirements:

#### **County of San Mateo Password Requirements**

1. All users must have unique account IDs that identifies a single account owner
2. First time password must be unique to an individual, and require change upon initial login
3. The permanent / long term password requires an enforceable change every 60 days
4. The password must enforce a minimum of at least 8 characters, and contain at least one character from three of the following:
  - a. Lower Case
  - b. Upper Case
  - c. Numbers
  - d. Special Characters

### Data Classification Standards

In order to apply the proper security safeguards to digital assets, the County of San Mateo classifies new technology both to a Sensitivity and Criticality class. The following information defines those classification standards, and is added as a resource to answering the questions in Section 3, 'Product Information'.

Sensitivity Class	Description	Criticality Class	Description
Public	<b>Public data</b> is information assets that can be disclosed without restrictions. Permission to release or share data does not require approval. Examples: <ul style="list-style-type: none"><li>Information typically included on the San Mateo County website— County addresses, department phone numbers, generic department emails,</li><li>Applications, request forms, press releases</li></ul>	Useful	<b>Useful data</b> is information assets helpful to the mission of the health system, but whose availability isn't necessary to maintain day-day operations. Useful data is often characterized with low risk in case of loss or compromise. Examples: <ul style="list-style-type: none"><li>Printers and Fax machines where there are multiple alternatives</li><li>Images of workstations that can be rebuilt if necessary</li><li>Training materials</li><li>Reports that can be reproduced from original sources</li></ul>
Internal	<b>Internal data</b> is intended to be used only within San Mateo County, but disclosure poses minimal business impact, and may even be subject to release per the County's Open Data Policy. Permission to share publicly is to be given by the data steward or through committee approval. Examples: <ul style="list-style-type: none"><li>Business plans, budgets, vendor lists, vendor contracts</li><li>Memo's, meeting minutes, policies/procedures</li></ul>	Important	<b>Important data</b> is information assets whose availability is valuable for maintaining day-day operations, but service-levels can tolerate an unscheduled period of downtime. Downtime for Important data is acceptable at certain days/hours in given week, but usually no longer than three (3) consecutive days for any single event. Examples: <ul style="list-style-type: none"><li>Software systems that are only used during the weekday and/or normal business hours</li><li>Software systems where data sets updates are not updated frequently, and business tasks can be deferred without service impact</li><li>Managed Services run by the State of California</li><li>Systems where contingency plans can maintain service levels</li></ul>
Confidential	<b>Confidential data</b> is information assets that, if compromised, could adversely impact customers or San Mateo County business. This information is to receive data protection for storage and transport, should only be used for business purposes, and where possible be identified as confidential by those who use it. Examples: <ul style="list-style-type: none"><li>Social Security Numbers, Driver's license number, credit cards</li><li>Personal addresses, phone numbers, private email addresses</li><li>Access codes or passwords</li></ul> A compromise of Confidential data is to be reported as a security incident, as outlined in the County's Incident Response Plan.	Essential	<b>Essential data</b> requires nearly continuous uptime. Business processes are adversely affected with even a small amount of unscheduled downtime, impacting the job performance of the workforce and services to customers. Access to these information assets typically requires 24x7x7 availability, and must be rigorously protected. Examples: <ul style="list-style-type: none"><li>EMR Systems</li><li>Identity Management Applications</li><li>Core networking equipment</li></ul>
Restricted	<b>Restricted data</b> is Confidential data—except, the business impact for compromise is much greater. This includes civil penalties, regulatory redaction for organizational credentials, and formal notification to federal, state, and local authorities. Restricted data typically involves information that has contractual, legal, or regulatory obligations to protect the data in the utmost manner. Examples: <ul style="list-style-type: none"><li>Medical Records and other Protected Health Information (PHI)</li><li>Employee criminal background checks</li></ul> The organization as a whole— along with data stewards— is responsible for designating data as Restricted. A compromise of Restricted data is to be reported as a security incident, as outlined in the County's Incident Response Plan, and included notification to the County's Privacy Officer.		

**ATTACHMENT I**  
**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

Katy McIntosh

**Name of Contractor(s):**

Smarter Sorting

**Street Address or P.O. Box:**

815-A Brazos Street #215

**City, State, Zip Code:**

Austin, TX 78701

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

*Katy McIntosh*

**Title of Authorized Official:**

Senior Director of Operations

**Date:**

06 / 12 / 2018

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."