



Lexington-Fayette Urban County Government

Division of Central Purchasing

200 East Main Street, Room 338

Lexington, Kentucky 40507

(859) 258-3320

21-2016 Electronic & Other Waste Recycling

Date due: March 25, 2016 2:00PM

ECS Refining, LLC

1515 Big Town Blvd

Mesquite, Texas 75149

Jeff Bell

General Manager – Texas Division

jbell@ecsrefining.com

972-551-7830



March 18, 2016

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

Re: **21-2016 Electronic & Other Waste Recycling**

Dear Purchasing Director:

Thank you very much for the opportunity to respond to your request for proposal. We have read and understand the solicitation. ECS Refining would like to submit the following response for your consideration.

ECS Refining has been in the electronic recycling business since 1980. The guiding policy of our company has been to maintain the highest environmental and security standards in order to protect our customers and the environment. ECS is a founding member of the Basel Action Network (BAN), E-Steward, R2 and ISO 14001 certified. Our Mesquite, Texas facility is one of largest, most technically advanced, IT Asset management and end-of-life processing facilities in the U.S.

ECS Refining is solely a domestic processor, meaning we process all electronic within the U.S. and never ship any electronics overseas. This insures our high environmental standards are maintained, keeps valuable natural resources within this country while creating U.S. jobs. ECS Refining was rated one of the Top Electronic Recycler in the United States by Waste and Recycling News.

We feel the qualifications of ECS Refining meet or exceed the specifications set forth within the Lexington Fayette Urban County Government solicitation. If you have any questions regarding our submittal please contact me at your convenience. Once again, thank you for the opportunity to submit this proposal for Electronics Recycling Services.

Best regards,

A handwritten signature in blue ink, appearing to read "Jeff Bell", written over a circular scribble.

Jeff Bell
ECS Refining, LLC
General Manager- Texas Division



ECS REFINING

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ECS REFINING

EXECUTIVE SUMMARY & COMPANY OVERVIEW

ECS Refining has reviewed and understands the Scope of Work outlined by the Lexington Fayette County Urban Government. We feel our capabilities; vast experience and business philosophies uniquely position our company to provide the most secure, environmental sound, cost effective solutions to fulfill the needs of the LFCUG.

OVERVIEW—WHO WE ARE

ECS Refining is the most advanced electronics recycling and IT asset disposition service provider in the US. As a leader in this space for over 35 years, ECS leverages the collective expertise of industry pioneers and state-of-the-art recycling technology to provide the most intelligent, sustainable solutions in the market. ECS Refining is vertically integrated and offers a broad spectrum of services that maximize value recovery for a variety of material types while ensuring data security and environmental compliance.

SOLUTIONS—WHAT WE DO

- End-of-life electronics recycling: Refine obsolete electronics into clean commodities
- CRT glass processing: Transform a problematic waste stream into reusable resources
- IT Asset Disposition: Maximize recovery and mitigate downstream liability for retired assets
- Data erasure & assured destruction: complaint to the NIST 800-88 and the DOD 5220-22.M standards.

PHILOSOPHY—OPPORTUNITY & RESPONSIBILITY

Electronics comprise the fastest-growing waste stream in the world - a stream that is rich with recoverable resources but also poses environmental and health risks if managed improperly. At ECS Refining we understand that responsible electronics recycling is both an opportunity *and* a responsibility. That is why ECS is committed to providing downstream solutions that maximize resource recovery in a safe and environmentally sustainable manner. Zero Waste is our goal, while creating no harmful by products or air emissions are produced in our process.

STATE-OF-THE-ART PROCESSING

ECS facilities showcase the most technologically-advanced processing techniques in the nation. Our 230,000 sq. ft. Texas facility features automated processing lines utilizing *mechanical shredders, magnetic and eddy current separation* technology, leading edge optical and electro-magnetic based sortation and in-line sampling systems designed to maximize recovery values for downstream commodities, as well as high volume CRT glass processing operations.

CERTIFICATIONS

ECS Refining is an *e-Stewards Founder* and is "*e-Stewards Certified*" at its Stockton, CA and Mesquite, TX facilities. The Basel Action Network (BAN) issues this certification to the few companies that can meet the e-Stewards domestic processing requirements. No non-working electronic ever leaves the US and we never outsource our processing, maintaining full control of data security and responsible environmental sound end-of-life processes for all electronics, while creating U.S. green jobs. ECS Refining is committed to providing responsible recycling services that maximize materials recovery while safeguarding our workers and the environment. ECS Refining conforms to the highest standards in electronics recycling, including e-Stewards, R2, and ISO 14001.

ECS Refining appreciate the opportunity to submit the following proposal for Electronics Recycling Services to the LFUCG.



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 23, 2016

INVITATION TO BID #26-2016 Electronic & Other Waste Recycling

Bid Opening Date: February 23, 2016

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/11/2016**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

Bid Security Required: ___Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: ___Yes No

| | |
|--|-----------------------------------|
| Check One: | Proposed Delivery: |
| ___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | ___ days after acceptance of bid. |
| Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___Yes <input checked="" type="checkbox"/> No | |

Submitted by: ECS Refining, LLC

Firm Name

1515 Big Town Blvd

Address

Mesquite, Texas 75149

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

Jeff Bell General Manager- Texas Division
Representative's Name (Typed or printed)

972-551-7830

Area Code - Phone - Extension

Fax #

jbell@ecsrefining.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Jeff Bell, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jeff Bell and he/she is the individual submitting the bid or is the authorized representative of ECS Refining, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

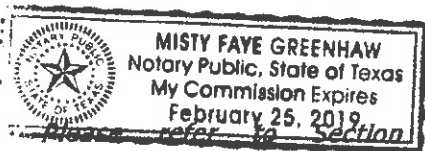
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Jeffrey A. Bell on this the 23rd day of March, 2016.

My Commission expires: 2-25-19



Misty Faye Greenhaw
NOTARY PUBLIC, STATE AT LARGE

II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.GreenSeal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No X

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional ~~4-1~~ year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
 - (XX) 1. See bid documents
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

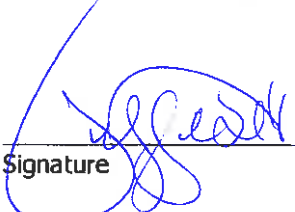
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



 Signature

ECS Refining, LLC

 Name of Business

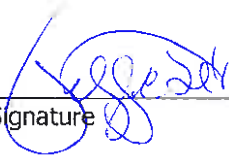
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any

request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

03/23/16

Date

WORKFORCE ANALYSIS FORM

Name of Organization: ECS Refining, LLC

Date: 3 / 18 / 16

See follow page for ECS EOE employee breakdown

| Categories | Total | White | | Latino | | Black | | Other | | Total | |
|---------------------|-------|-------|---|--------|---|-------|---|-------|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | |
| Foremen | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | |
| Total: | | | | | | | | | | | |

Prepared by: Diane Walsh, Director of Human Resources
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 200 EAST MAIN STREET
 LEXINGTON, KENTUCKY 40507**

ECS REFINING

CO# L319834
 U# L319834

EQUAL EMPLOYMENT OPPORTUNITY 2015 EMPLOYER INFORMATION REPORT CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. ECS REFINING

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS NO.003963692 EIN :742780667

2. ECS REFINING

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

| JOB CATEGORIES | HISPANIC OR LATINO | | NOT-HISPANIC OR LATINO | | | | | | | | | | OVERALL TOTALS | | | | | |
|----------------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|-----------------------------------|-------------------|-------|---------------------------|-------------------------------------|-------|----------------|-----------------------------------|-------------------|---|---|-----|
| | MALE | FEMALE | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | WHITE | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | | | |
| EXECUTIVES, OFFICIALS & MANAGERS | 3 | 0 | 8 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 1 | 0 | 17 |
| PROFESSIONALS | 1 | 2 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 11 |
| TECHNICIANS | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 3 |
| SALES WORKERS | 0 | 1 | 7 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 15 |
| ADMINISTRATIVE SUPPORT | 4 | 4 | 2 | 1 | 0 | 0 | 0 | 0 | 1 | 13 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 30 |
| RAFT WORKERS | 5 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |
| OPERATIVES | 26 | 1 | 5 | 2 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37 |
| LABORERS & HELPERS | 61 | 18 | 10 | 41 | 0 | 0 | 5 | 0 | 4 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 140 |
| SERVICE WORKERS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 101 | 24 | 52 | 48 | 0 | 0 | 10 | 0 | 5 | 25 | 8 | 0 | 1 | 1 | 2 | 0 | 0 | 277 |
| PREVIOUS REPORT TOTAL | 134 | 30 | 65 | 31 | 2 | 15 | 0 | 17 | 22 | 4 | 1 | 2 | 0 | 0 | 4 | 0 | 0 | 327 |

SECTION F - REMARKS

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

See attached letter regarding MBE/WBE

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

ECS REFINING

Sherita Miller, MPA
Minority Enterprise Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 Main Street
Lexington, KY 40507

March 18, 2016

Dear Ms. Miller;

ECS Refining does clearly understand the mission and intent of the MWDBE requirements contained within this document. ECS is however unable to fulfill these requirement due to the nature of our business, proximity to Kentucky and the certifications held by our company.

ECS Refining is an electronic recycler and IT asset management company; we are both R2 certified and e-Stewards certified. Our certifications require that certain protocol be followed in the handling of electronics to prevent loss of sensitive data or the creation of environmental issues. Due to these factors, we must maintain "chain of custody" of all materials collected and cannot outsource any part of the process to a third party. All of the procedures involved in the recycling of the LFUCG electronics will be performed at our secured location in Mesquite, Texas.

If you have any questions regarding these requirements, please feel free to contact ECS at any time.

Most sincerely,



Jeff Bell
General Manager-Texas Division
ECS Refining, LLC



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

| Business | Contact | Email Address | Phone |
|--|------------------------------------|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | tyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Sonya Brown | sbrown@tsmsdc.com | 502-625-0137 |
| Small Business Development Council | Dee Dee Harbut UK SBDC | dlharbut@uky.edu | |
| | Shiree Mack | smack@uky.edu | |
| Community Ventures Corporation | James Coles | jcoles@cycky.org | 859-231-0054 |
| KY Department of Transportation | Melvin Bynes | Melvin.bynes@ky.gov | 502-564-3601 |
| Ohio River Valley Women’s Business Council (WBENC) | Rea Waldon | rwaldon@gcuk.org | 513-487-6534 |
| Kentucky MWBE Certification Program | Yvette Smith, Ken Finance Cabin | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwbooc.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozydeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhamma | patricem@keynewsjournal.com | 859-373-9428 |

See attached letter regarding MWDBE Participation



See attached letter regarding MWDBE Participation

LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 26-2016

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1. N/A | | | | |
| 2. N/A | | | | |
| 3. N/A | | | | |
| 4. N/A | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

ECS Refining, LLC

Company

3/18/16

Date



 Company Representative

General Manager- Texas Division

Title

See attached letter regarding MWDBE Participation



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 26-2016

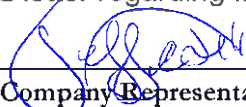
The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1. N/A | | | | | |
| 2. N/A | | | | | |
| 3. N/A | | | | | |
| 4. N/A | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

See Attached letter regarding MWDBE Participation

ECS Refining, LLC
 Company
3/18/16
 Date


 Company Representative
General Manager-Texas Division
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 26-2016

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

| | |
|---|--|
| Company Name ECS Refining, LLC | Contact Person Jeff Bell |
| Address/Phone/Email 1515 Big Town Blvd, Mesquite, TX 75149 JBell@ecsrefining.com 972-551-7830 | Bid Package / Bid Date Electronics and other Waste Recycling 26-2016 |

See attached letter regarding MWDBE Participation

| MWDBE Company Address | Contact Person | Contact Information (work phone Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|-----------------------|----------------|--|----------------|--------------------------|---|--|---|---------|
| N/A | | | | | | | | |
| N/A | | | | | | | | |
| N/A | | | | | | | | |
| N/A | | | | | | | | |
| N/A | | | | | | | | |
| N/A | | | | | | | | |
| N/A | | | | | | | | |

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

ECS Refining
 Company
3/18/16
 Date

Jeff Bell
 Company Representative
General Manager- Texas Division
 Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 26-2016
 Total Contract Amount Awarded to Prime Contractor for this Project _____

| | |
|---------------------------------|--|
| Project Name/ Contract # | Work Period/ From: _____ To: _____ |
| Company Name: | Address: |
| Federal Tax ID: | Contact Person: |

| Subcontractor Vendor ID (name, address, phone, email) | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|--|---------------------|--------------------------|---|-----------------------------------|---|------------------------------|----------------------------|
| N/A | | | | | | | |
| N/A | | | | | | | |
| N/A | | | | | | | |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

ECS Refining, LLC
 Company
3/18/16
 Date

Company Representative
General Manager-Texas Division
 Title

See attached letter regarding MWDBE Participation

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 26-2016

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

N/A Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

N/A Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

N/A Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

N/A Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

N/A Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

N/A Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

See attached letter regarding MWDBE Participation

N/A Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

N/A Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

N/A Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

N/A Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

ECS Refining, LLC
Company


Company Representative

3/18/16
Date

General Manager-Texas Division
Title

See attached letter regarding MWDBE Participation

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall demonstrate the ability to assure compliance with these provisions prior to final acceptance of its bid and the commencement of any work or the provision of any goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW OR THE INDEMNITY REQUIREMENTS, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

| <u>Coverage</u> | <u>Limits</u> |
|---|--|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Commercial Automobile Liability (Insurance Services Office Form CA 0001) | combined single limit, \$1 million per occurrence |
| Worker's Compensation | Statutory |
| Employer's Liability | \$500,000 |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty coverage or endorsement unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these risk management provisions shall constitute a default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the contract or work.

00522232



DWM E-waste Operation – Vendor Selection Process

Objective:

The purpose of this document is to outline the process used in selecting the most cost effective recycling solutions for the electronic waste and other items collected at the city drop off center located at 1306 Versailles Rd.

Key Requirements:

Vendors must be reputable and demonstrate good environmental stewardship – R2 and E-steward certifications required when applicable.

Current situation:

E-Waste

- R2 and E-steward certified recycler
 - CRT TV/monitors and microwave processing at no charge - were previously paying .10/lb per TV and .25/lb per microwave (as much as \$10.00/TV).
 - Majority of all load weight is made up of TV's. Formerly loads would cost as much as \$1,000 to process – now no cost for those items which results with positive \$\$ received per load.
- Provides free pickup and transport
- Cannot take items with wood cabinets
- Misc items not taken (vacuums, blenders, etc) are sent to another recycler
 - Vendor must be a R2 and E-steward certified e-cycler
 - Charges \$99.00 per pickup, but that cost is usually offset in the payback for the materials
- Metal only items taken to a local vendor
- Another vendor processes our batteries.
- Another vendor processes our fluorescent bulbs.

F

Current Vendor Processing lists:

Ewaste Vendor = we send approx 14,000 lbs/week (one tractor trailer load per week)

Computers – CPU- PC - Laptops

Computer Accessories

Computer Monitors

Televisions

Printers

DVD/CD Players

Copiers/Fax Machines

Typewriters

Telephones

Cell Phones & Chargers

GPS Units

Pagers

PDA's

Tablets

Answering Machines

MP3 Players

Scanners

External Hard Drives

Radios & Boom-box

Video and Camera Equipment

Communications Equipment

Video Game Systems

Cable Boxes/DVR

Cables, Wires, Power Cords, Power Strips

Microwaves

Other items – not taken by by Ewaste vendor = approx 50,000 lbs/year

Yard Equipment (electrical)

Power tools

Paper Shredders

Space Heaters

Household Appliances

Smoke Detectors

Wooden Speakers

Christmas Tree & Lights

Crock Pots

Exercise Equipment

Garbage Disposals

Any type of misc metal

Wire

Transformers

Ballast

Circuit boards

Battery backup power packs

Larger photocopiers

Holiday lights and extension cords

Toasters, Toaster ovens, cooking grilles

Miscellaneous electric items – vacuum cleaners – coffee makers-air cleaners-irons-fans-clocks-motors-blenders-light fixtures-pumps- scrap computer or electronic parts

Batteries = 1500 lbs/year

No charge or paid service

Will take any type of rechargeable battery weighing less than fifteen pounds for free, will not accept regular alkaline batteries, lithium or lead automotive or wet cell.

Flourescent & Mecury base light bulbs = 6500 lbs/year

The LFUCG pays by the pound to dispose of all types of fluorescent and mercury base light bulbs

Miscellaneous Items

DVD and CD's = 3 full gaylords/year

Ink and toner cartridges = 10 gaylords/year

Computer disks = 1 box/year

Eight track, cassette, and VHS tapes = 3 gaylords/year

Please describe in detail your recycling program for our products in each area of the bid for which you are responding.

Please provide information giving us a detailed mapping of our products and where they will be going.

Any questions may be directed to Brian Marcum at 859-258-3320.

PRICING SHEET

| <u>Description</u> | <u>Price</u> |
|---|---|
| Ewaste = approx. 14,000 lbs/week | \$ 0.05 lb ECS will pay up to 500,000 lb annually See full proposal within attachments |
| Pick-Up schedule | Weekly between 8am-2pm (Wednesday is best) |

* mix of electronics should be 15% computers, 50-60% screened items remaining
% Mixed electronics such as printer, fax machines etc. Full proposal within attachments

| <u>Description</u> | <u>Price</u> |
|--|--|
| Other Items = approx. 50,000 lbs/year | \$ No bid |
| Pick-Up schedule | Call as needed (1x-2x max/month). Hours 8am-2pm |

| <u>Description</u> | <u>Price</u> |
|---------------------------|--|
| Batteries = 1500 lbs/year | \$ No bid |
| Pick-Up schedule | We box up and ship as needed (1x/year usually) |

| <u>Description</u> | <u>Price</u> |
|--|--|
| Fluorescent & Mercury base light bulbs = 6500 lbs/year | \$ No bid |
| Pick-Up schedule | We box up and ship as needed (1x/year usually) |

Miscellaneous Items

| <u>Description</u> | <u>Price</u> |
|-----------------------------------|--------------------|
| DVD & CD's = 3 full gaylords/year | \$ No bid |
| Pick-Up schedule | 8am-2pm Mon – Fri. |

| <u>Description</u> | <u>Price</u> |
|--|--------------|
| Ink and toner cartridges =10 gaylords/year | \$ No bid |

| | |
|-------------------------|-------------------------------|
| Pick-Up schedule | Weekly Mon-Fri 8am-2pm |
|-------------------------|-------------------------------|

| <u>Description</u> | <u>Price</u> |
|------------------------------------|---------------------------------|
| Computer disks = 1 box/year | \$ No bid |
| Pick-Up schedule | Box and ship out 1x/year |

| <u>Description</u> | <u>Price</u> |
|--|---------------------------|
| Eight track, cassette, and VHS tapes =3 gaylords/year | \$ No bid |
| Pick-Up schedule | 8am-2pm Mon – Fri. |

The Lexington-Fayette Urban County Government reserves the right to accept multiple vendors for different categories. Materials will be shipped to the vendors that provide the best value for the Lexington-Fayette Urban County Government.

The Lexington-Fayette Urban County Government reserves the right to negotiate revised pricing based upon market fluctuation with all vendors under this contract.

The Lexington-Fayette Urban County Government may negotiate changes in this contract if our processes change or in order to facilitate the movement of materials.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#26-2016**

Date: March 3, 2016

Subject: **Electronic and Other Waste Recycling**

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

The bid date has been extended until March 25, 2016 at 2:00 PM.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: ECS Refining LLC

ADDRESS: 1515 Big Town Blvd, Mesquite, Texas 75149

SIGNATURE OF BIDDER:  _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#26-2016**

Date: March 7, 2016

Subject: **Electronic and Other Waste Recycling**

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

The pricing schedule has been changed; the new pricing schedule included with this addendum must be submitted in your bid for it to be considered.

Please destroy the original pricing documents.

1. Vendors that have EPR (Extended Producer Responsibility) Sponsorship dollars available to apply to these estimated recycling volumes need to quote separately those lbs allotted along with any specific type of material requirements.
 - o A separate price will need to be submitted for the material volumes and types that are above or not included in the EPR allotment.
 - o LFUCG reserves the right to shift more or less volumes of materials toward or away from the EPR sponsorship processing operations should allotment lbs change in the future.
2. Who is the current contractor? **ECS REFINING FOR MAJORITY OF ELECTRONICS/COHEN ELECTRONICS FOR MISC ELECTRICAL ITEMS**
3. Why is this contract being put out for bid? **BECAUSE WE HAVE BEEN OPERATING WITHOUT A CONTRACT IN PLACE.**
4. Regarding the notice of requirement for affirmative action to ensure employment opportunities and dbc contract participation that requires not less than 10% of the total value of this contract being subcontracted to MBE/WBEs, we do not subcontract anything. Our services are done 100% by our company. Will we be disqualified or not considered for this contract- **No**

- 5. The Vendor Selection Process page states under the key requirement section that R2 and E-steward certifications required when applicable. Can a vendor be either R2 OR e-Stewards? Or must the vendor be both? Vendor must be both R2 and E-Stewards.
- 6. Would the drop off center be interested in a semi-trailer being staged onsite and swapping it out with an empty semi-trailer when full? YES
- 7. This contract may be awarded by commodity, in the best interest of the Lexington-Fayette Urban County Government.
- 8. Only one copy of your response is required.
- 9. Alternate proposals may not be submitted.

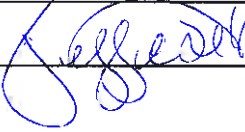


Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: ECS Refining

ADDRESS: 1515 Big Town Blyd, Mesquite, TX 76085

SIGNATURE OF BIDDER: 



LEXINGTON

DWM E-Waste Operation – Vendor Selection Process

Objective:

The purpose of this document is to outline the process used in selecting the most cost effective recycling solutions for the electronic waste and other items collected at the city drop off center located at 1306 Versailles Road.

Key Requirements:

Vendors must be reputable and demonstrate good environmental stewardship – R2 and E-steward certifications required when applicable.

Current situations:

E-Waste

- R2 and E-steward certified recycler
 - CRT TV/monitors and microwave processing at no charge – were previously paying .10/lb per TV and .25/lb per microwave (as much as \$10.00/TV.)
 - Majority of all load weight is made up of TV's. formerly loads would cost as much as \$1,000 to process – now no cost for those items which result with positive \$\$ received per load.
- Provides free pickup and transport.
- Cannot take items with wood cabinets.
- Misc. items not taken (vacuums, blenders, etc) are sent to another recycler.
 - Vendor must be a R3 and E-steward certified e-cycler.
 - Charges \$99.90 per pickup, but that cost is usually offset in the payback for the materials.
- Metal only items taken to local vendor.
- Another vendor processes our batteries.
- Another vendor processes our fluorescent bulbs.



R2 and E-steward Certification *required*

Non-Sponsored (EPR) Electronics Recycling

Transportation is not included. Pricing for manufacturer sponsored (EPR) is detailed in attachment section.

CC = Customer Credit

PC = Process Charge

NC = No Charge

| Ewaste Vendor = we send approx. 14,000 lbs/week (one tractor trailer load per week) | Percent of Volume | Select one: CC/PC/NC | Price |
|---|--------------------------|-----------------------------|---------|
| Computers – CPU – PC – Laptops | 15% | CC | \$ 0.15 |
| Computer Accessories | 2% | PC | \$ 0.17 |
| Computer Monitor LCD | 3% | PC | \$ 0.26 |
| Computer Monitors CRT | 3% | PC | \$ 0.30 |
| Televisions – Less than 2% in wood cabinets | 60% | PC | \$ 0.28 |
| Printers | 8% | PC | \$ 0.14 |
| DVD/CD Players | .25% | PC | \$ 0.14 |
| Copier/Fax Machines | .25% | PC | \$ 0.14 |
| Typewriters | 0% | PC | \$ 0.16 |
| Telephones | .25% | PC | \$ 0.16 |
| Cell Phones/Pagers <small>WITHOUT BATTERIES</small> | .13% | CC | \$ 3.29 |
| GPS Units | 0% | CC | \$ 0.15 |
| PDA's/Tablets | .13% | CC | \$ 0.15 |
| Answering Machines | 0% | PC | \$ 0.14 |
| MP3 Players | 0% | PC | \$ 0.14 |
| Scanner | 0% | PC | \$ 0.14 |
| External Hard Drives | 0% | CC | \$ 0.22 |
| Radios & Boom-box | 2% | PC | \$ 0.17 |
| Video and Camera Equipment | .25% | PC | \$ 0.17 |
| Communications Equipment | .5% | PC | \$ 0.17 |
| Video Game Systems | .25% | CC | \$ 0.14 |
| Cable Boxes/DVR | 1% | PC | \$ 0.17 |
| Microwaves | 4% | PC | \$ 0.17 |
| Total | 100% | | |
| Other items – not taken by Ewaste vendor = approx. 50,000 lbs/year | Percent of Volume | Select one: CC/PC/NC | |
| Yard Equipment (electrical) | .5% | no bid | \$ |
| Power Tools | .5% | no bid | \$ |
| Paper Shredders | .5% | no bid | \$ |
| Space Heaters | .25% | no bid | \$ |
| Household Appliances | 5% | no bid | \$ |
| Smoke Detectors | 1% | no bid | \$ |
| Wooden Speakers | 5% | no bid | \$ |
| Exercise Equipment | 1% | no bid | \$ |
| Any type of misc metal | 30% | no bid | \$ |
| Wire | 30% | no bid | \$ |

Pagers w/o batteries/ cc 1.49



R2 and E-steward Certification *required*

| | | | | |
|---|---------|-------------|--------|-----------|
| Transformers | | .25% | CC | \$ 0.10 |
| Ballast | non PCB | .25% | PC | \$ 0.17 |
| Circuit boards | | 1% | CC | \$ varies |
| Battery backup power packs | | 5% | CC | \$ 0.13 |
| Larger photocopiers | | 5% | PC | \$ 0.16 |
| Holiday lights and extension cords | | 8% | no bid | \$ |
| Toasters, Toaster ovens, cooking grills | | 1% | no bid | \$ |
| Miscellaneous electric items – vacuum cleaners – coffee makers – air cleaners – irons – fans – clocks – motors – blenders – light fixtures – pumps – scrap computer or electronic parts-etc. | | 6% | no bid | |
| Total | | 100% | | |

Batteries =1500 lbs/year

No charge or paid service ECS WISHES TO NO BID BATTERIES REFERENCED IN THIS STATEMENT

Will take any type of rechargeable battery weighing less than fifteen pounds for free, will not accept regular alkaline batteries, or lead automotive or wet cell.

Fluorescent & Mercury base light bulbs = 6500 lbs/year ECS WISHES TO NO BID BULBS

Sponsored material (EPR) pricing is within the body of the Bid packet and detailed in the Attachment section

| <u>Description</u> | <u>Price</u> | <u>Select one: CC/PC/NC</u> |
|---|--|---------------------------------|
| Ewaste = approx.. 14,000 lbs/week | \$ See above for non-sponsored \$ Sponsored materials \$0.05 | PC/CC CC |
| Pick up schedule | Weekly between 8:00am-2:00pm (Wednesday is best) Monday-Friday | |
| Number of truckloads accepted per year | No limit on non-sponsored electronics Sponsored materials are limited to 500,000 Annually | |

| <u>Description</u> | <u>Price</u> | <u>Select one: CC/PC/NC</u> |
|--|--|---------------------------------|
| Other items = approx. 50,000 lbs/year | \$ no bid | |
| Pick up schedule | Call as needed (1x-2x max/month). Hours 8:00am-2:00pm Monday-Friday | |



R2 and E-steward Certification *required*

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|---|--|-------------------------|
| Batteries = 1500 lbs/year Does not include battery packs | \$ no bid | |
| Pick up schedule | We box up and ship as needed (1x/year usually) No shipping charges to LFUCG | |

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|---|--|-------------------------|
| Fluorescent & Mercury base light bulbs = 6500 lbs/year | \$ no bid | |
| Pick up schedule | We box up and ship as needed (1x/year usually) | |

Miscellaneous Items

R2-Esteward certification is *required*

*Gaylord Box is 4'x4'x4'

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|--|-----------------------|-------------------------|
| Non-Commercial DVD & CD's Bid price per Gaylord | \$ no bid | |
| Pick up schedule | 8:00am-2:00pm Mon-Fri | |

R2-Esteward certification not required

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|---|--------------------------|-------------------------|
| Ink and toner cartridges Bid price per Gaylord | \$ no bid | |
| Pick up schedule | Box and ship out 1x/year | |

R2 and E-steward certification *required*

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|-----------------------------|--------------------------|-------------------------|
| Computer disks = 1 box/year | \$ no bid | |
| Pick up schedule | Box and ship out 1x/year | |



R2 and E-steward Certification *required*

| Description | Price | Select one: CC/PC/NC |
|---|-----------------------|-------------------------|
| Non-Commercial Eight track, cassette, and VHS tapes per Gaylord | \$ no bid | |
| Pick up schedule | 8:00am-2:00pm Mon-Fri | |

If a vendor has a sponsorship from Manufacturers, then the amount of that sponsorship that will be applied to this contract must clearly be identified and the categories identified and poundage's.

The unit prices will be considered in the evaluation against our volumes in conjunction with sponsorship dollars as to whatever is in our best interest and for recycling after the sponsorship money is liquidated. All amounts applied to this contract cannot be changed by a vendor after the bid has been awarded.

In addition if a vendor is not interested in buying our recyclables after the sponsorship dollars have been used this shall be stated in your response.

The Lexington-Fayette Urban County Government reserves the right to accept multiple vendors for different categories. Materials will be shipped to the vendors that provide the best value for the Lexington-Fayette Urban County Government.

The Lexington-Fayette Urban County Government reserves the right to negotiate revised pricing based upon market fluctuation with all vendors under this contract.

The Lexington-Fayette Urban County Government may negotiate changes in this contract if our processes change or in order to facilitate the movement of materials





Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#26-2016**

Date: March 16, 2016

Subject: **Electronic and Other Waste Recycling**

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

Why are both R2 and e-Stewards certifications being required?

The Lexington-Fayette Urban County Government is requesting both certifications to give us the most protection possible in this industry.

Please price the following additional items to be included:

R2 and E-steward certification not required

*Gaylord Box is 4'x4'x4'

| <u>Description</u> | <u>Price</u> | Select one: CC/PC/NC |
|--|-----------------------|---------------------------------|
| Non-Commercial DVD & CD's Bid price per Gaylord | \$ NO Bid | |
| Pick up schedule | 8:00am-2:00pm Mon-Fri | |

R2 and E-steward Certification not required

| Description | Price | Select one: CC/PC/NC |
|---|-----------------------|-------------------------|
| Non-Commercial Eight track, cassette, and VHS tapes per Gaylord | \$ No Bid | |
| Pick up schedule | 8:00am-2:00pm Mon-Fri | |



Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: ECS Refining

ADDRESS: 1515 Big Town Blvd, Mesquite, TX 76085

SIGNATURE OF BIDDER:  _____

ECS REFINING

ATTACHMENTS

- Pricing Proposal
- Acceptable Electronics List
- Sample Certificate of Insurance
- Certification Documentation
- Facility Security
- Downstream Vendors
- Material Processing Flow Chart

ECS REFINING PRICING PROPOSAL

ECS Refining proposes the following under a (EPR) Manufacturer sponsored program. ECS will accept a split award. We will recycle, transport and pay for the sponsored pounds without being awarded other parts of this solicitation.

Manufacturer sponsored program:

- ECS will pay 0.05 per pound for all acceptable electronics up to 500,000 pounds annually
- Mix of electronics accepted should be approximately
 - 15%-20% computers
 - 50%-60% screen electronics – monitors/ televisions both cathode ray tube and flat-screen
 - Remainder- Mixed electronics – printers, fax machines, scanners etc.
- Electronics should be package in four categories:
 1. Computer
 2. Mixed electronics
 3. Flat-screen monitors/TV
 4. Cathode Ray Tube – monitors and TV

Transportation for full 53 FT truckloads weighing 15,000 pounds or over will be covered under the manufacturer sponsored program. LFUCG will not be charged.

Under manufacturer sponsored recycling program all electronics received must be slated for end-of-life (EOL) destruction in the most environmental sound and secure manner possible. This process includes shredding and hand disassembly. This allows our manufacturer sponsor to comply with the expectations for State EPR bills.

Non-Sponsored - EPR Electronics Recycling

Electronics collected exceeding the specified 500,000 pounds annually will fall under the non-sponsored pricing program. Detailed pricing per pound is included in the non-sponsored portion of Addendum #2 as requested. Pricing is based on mixed full truckloads of per-sorted materials. Materials that are a mix of unsorted line items will be charged a sorting free.

All transportation costs will be charged to LFUCG – Current average cost is \$1600; charges will vary according to fuel costs. LFUCG may choose to provide their own transportation to the ECS facility.

Under the non-sponsored electronics recycling program, data erasure & assured destruction will be complaint to the NIST 800-88 and the DOD 5220-22.M standards. Destruction or shredding of the electronic devices is not required. Parts harvesting, reuse or resale of the electronic devices is permissible unless otherwise specified by LFUCG.

ECS REFINING

Acceptable Items

- Computers
- Computer Accessories
- Computer Monitors
- Televisions
- Printers
- DVD/CD Players
- Copiers, Fax Machines & Scanners
- Typewriters
- Telephones
- Cell Phones & Chargers
- GPS Units
- Pagers
- PDA & Tablets
- Answering Machines
- MP3 Players
- External Hard Drives
- Radios & Boom-box
- Video and Camera Equipment
- Communications Equipment
- Video Game Systems
- Cable Boxes/DVR
- Circuit Boards
- Microwaves
- Cables, Wires, Power Cords, Power Strips

Not Acceptable

- Yard Equipment
- Gas Powered Equipment
- Lead acid or batteries
- Water Coolers
- Paper Shredders
- Propane Tanks
- Space Heaters
- Household Appliances
- Smoke Detectors
- No CRT tubes without cases
- No light bulbs – CFL or Fluorescent tubes
- Freon - (Refrigerators & Air Conditioners)
- Wooden Speakers
- Ceramic & Glass Lamps
- Christmas Tree
- Crock Pots
- Electric Blankets
- Exercise Equipment
- Garbage Disposals



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER License # 0757776 HUB International Insurance Services Inc. 180 Sutter Street #400 San Francisco, CA 94104 | CONTACT NAME: Amber Yates PHONE (A/C, No., Ext): (415) 276-2800 E-MAIL: ADDRESS: | FAX (A/C, No.): | | | | | | | | | | | | | |
|---|---|------------------------|-------------------------------|--------|---------------------------------------|-------|--|-------|--|-------|---|-------|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Aspen Specialty Insurance</td> <td>10717</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : California Insurance Company</td> <td>38865</td> </tr> <tr> <td>INSURER D : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Aspen Specialty Insurance | 10717 | INSURER B : Aspen American Insurance Company | 43460 | INSURER C : California Insurance Company | 38865 | INSURER D : The Continental Insurance Company | 35289 | INSURER E : | | INSURER F : |
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| INSURER D : The Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

INSURED

ECS Refining, LLC
 1515 Big Town Blvd.
 Mesquite, TX 75149

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL'SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | ERAFXU815 | 11/01/2015 | 11/01/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 POLLUTION \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | EVP000015-00 | 11/01/2015 | 11/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage Ded \$ 2,000 |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | EXAFXU915 | 11/01/2015 | 11/01/2016 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Pollution \$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A | | 73-879215-01-03 | 11/01/2015 | 11/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Work Comp (AOS) | | 73-879215-01-04 | 11/01/2015 | 11/01/2016 | EA Acc/EA Empl/Pol 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of Insurance

| | |
|--|--|
| CERTIFICATE HOLDER *Verification of Insurance* | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental, Health and Safety Management System of:

ECS Refining-Mesquite, TX

1515 Big Town Boulevard

Mesquite, Texas 75149

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

The e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment version 2.0:2013

The Management System is applicable to:

Electronic waste recycling; asset management; testing and resale of electronic equipment

The Certification period is from

August 23, 2014 to August 22, 2017


This certification is subject to the company maintaining its system to the e-Stewards standard for responsible recycling and reuse of electronic equipment and applicable exceptions, which will be monitored by Orion.*

Client ID 02132-00003. Certificate ID A0003980-1.

IAF / NAICS / SIC Code(s): 24 / 42193 / 5093

See Corporate Certificate ID A0003976-1




Paul M. Birch, President

08/21/2014

Date





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Responsible Recycling System of:

ECS Refining-Mesquite, TX

1515 Big Town Boulevard

Mesquite, Texas 75149

USA

Has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements. The organization is found to be in conformance with all requirements.

R2:2013

As applied by the R2 Code of Practices including No Allowance was applied as defined in the Section VII.

The Responsible Recycling System is applicable to:

**Electronic waste recycling; asset management;
testing and resale of electronic equipment**

The Certification period is from

August 23, 2014 to August 22, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02132-00003. Certificate ID A0003983-1.

IAF / NAICS / SIC Code(s): 24 / 42193 / 5093

See Corporate Certificate ID A0003979-1



Paul M. Burch
Paul M. Burch, President

08/21/2014

Date





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Occupational Health and Safety Management Standard of:

ECS Refining-Mesquite, TX

1515 Big Town Boulevard

Mesquite, Texas 75149

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

OHSAS 18001:2007

The Occupational Health and Safety Management Standard is applicable to:

**Electronic waste recycling; asset management;
testing and resale of electronic equipment**

The Certification period is from

August 23, 2014 to August 22, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02132-00003. Certificate ID A0003982-1.

IAF / NAICS / SIC Code(s): 24 / 42193 / 5093

See Corporate Certificate ID A0003978-1




Paul M. Birch, President

08/21/2014

Date



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

ECS Refining-Mesquite, TX

1515 Big Town Boulevard

Mesquite, Texas 75149

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

**Electronic waste recycling; asset management;
testing and resale of electronic equipment**

The Certification period is from

August 23, 2014 to August 22, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 02132-00003. Certificate ID A0003981-1.

IAF / NAICS / SIC Code(s): 24 / 42193 / 5093

See Corporate Certificate ID A0003977-1



Paul M. Burch

Paul M. Burch, Registrar

08/21/2014

Date



ECS REFINING

Facility Security

ECS Refining recognizes the necessity for security in our facility to protect any confidential information belonging to our customers. To achieve our goal of protecting our customer's confidential information entrusted to our organization, ECS Refining has implemented a Security Policy in accord with all requirements of the "e-stewards Standard for Responsible Recycling and Reuse of Electronic Equipment[®]" and Responsible Recycling ("R2") Practices. To make this a reality, ECS Refining maintains:

- 12 x 7 Security on duty at entrance gate for control of employee, contractor, visitor and/or vehicle traffic.
- Security staffed and controlled plant entrance and exit with walk through metal detection.
- Security checks and/or inspection of containers (i.e. lunch boxes, bags) while working at assigned work station or during entrance and/or exit.
- Employee picture identification badges/card-keys and controlled access doors.
- Visitors and/or contractors issued identification badges which must be displayed at all times.
- Controlled zones for designated and authorized ID badges/card-keys access only.
- Closed-circuit surveillance video system that is monitoring strategic locations within and the exterior of the facility.
- Security guards conduct rounds of the exterior and interior during production hours.
- Security fencing equipped with public posting of private property.
- 24 hr. monitored fire and security service contracted with Tyco Security Systems. The system is equipped with backup power supply allowing for protection to be extended up to 48 hours without power.
- Posting of the ECS Refining Employee Conduct and Work Rules Policy 701 clearly communicating theft or inappropriate removal or possession of property will result in termination and possible criminal charges.
- Training of security awareness, data theft prevention, and potential impacts associated with loss of equipment or materials containing customer sensitive information.

PROPRIETARY INFORMATION - EACH VENDOR AUDITED BY E-STEWARDS

ECS REFINING DOWNSTREAM TABLE

| <i>Material</i> | <i>ECS Process</i> | <i>Intermediary</i> | <i>Process</i> | <i>Intermediary</i> | <i>Process</i> | <i>End of Life</i> | <i>Process - Final Disposition</i> |
|---------------------------------|--------------------|---|--|--|---|--|--|
| Batteries, Lead Acid | Package | N/A | N/A | N/A | N/A | The Doe Run Company HC1, Box 1395 18594 Hwy KK, Boss, MO 65440 | Smelted |
| Batteries, Lead Acid | Package | ECS Refining 2222 South Sinclair Ave. Stockton, CA 95215 | N/A | America's Best Battery 29588 Mission Blvd Hayward, CA 94544 | N/A | Exide Technologies 2700 South Indiana St. Vernon, CA 90058 | Smelted |
| Batteries, Non-Lead Acid | Sort & Package | N/A | N/A | N/A | N/A | Metal Conversion Technologies 1 East Porter St. Cartersville, GA 30120 | Smelted |
| Batteries, Laptop & Cell Phone | Sort & Package | Alpha Surplus Inc, 2280 E. Locust St., Ontario, CA 91761 | Test | Kinsbursky Brothers 1314 N. Anahiem Blvd. Anahiem, CA 92801 | Battery consolidation | Toxco, 9384 Hwy 22a Trail, BC, V1R4L5, Canada | Smelted |
| Circuit Boards High & Low Grade | Shred | Glencore Recycling 80 Commercial Way, East Providence, RI 02914-1006 | Sample for assay & non-conforming mat'l. such as Beryllium at 200 ppm | N/A | N/A | Glencore Canada 101 Portelance Ave. Rouyn-Noranda, QBC 39X 1 P5 | Smelted & refined for metals & element recovery |
| Circuit Boards High & Low Grade | Shred | N/A | N/A | N/A | N/A | Umicore Precious Metals, Adolf Greinerstraat 14, B- 2660, Hoboken, Antwerp, Belgium | Smelted & refined for metals & element recovery |
| Circuit Boards Low Grade | Shred | N/A | N/A | N/A | N/A | Glencore Canada 101 Portelance Ave. Rouyn-Noranda, QBC 39X 1 P5 | Smelted & refined for metals & element recovery |
| CRT Glass | Sort and package | Technologies Displays America's LLC 1767 Carr Rd., Suite 101, Calexico, CA 92231 | Offloaded for CA inspection, re-labeled for exportation, and transported to Mexico | Technologies Displays Mexicana Calzedo Robledo Industrial Numero 460, Mexicali, B.C. | Breaks, tumbles and washes, with a .08% hydrofluoric acid solution. | Videocon, Bharuch, India | Smelted. Glass to glass for new thin screen TVs. |

PROPRIETARY INFORMATION - EACH VENDOR AUDITED BY E-STEWARDS

ECS REFINING DOWNSTREAM TABLE

| Material | ECS Process | Intermediary | Process | Intermediary | Process | End of Life | F-915 <i>Process - Final Disposition</i> |
|---------------------------------|------------------|---|--|--|---|--|--|
| Batteries, Lead Acid | Package | N/A | N/A | N/A | N/A | The Doe Run Company HC1, Box 1395 18594 Hwy KK, Boss, MO 65440 | Smelted |
| Batteries, Lead Acid | Package | ECS Refining 2222 South Sinclair Ave. Stockton, CA 95215 | N/A | America's Best Battery 29588 Mission Blvd Hayward, CA 94544 | N/A | Exide Technologies 2700 South Indiana St. Vernon, CA 90058 | Smelted |
| Batteries, Non-Lead Acid | Sort & Package | N/A | N/A | N/A | N/A | Metal Conversion Technologies 1 East Porter St. Cartersville, GA 30120 | Smelted |
| Batteries, Laptop & Cell Phone | Sort & Package | Alpha Surplus Inc, 2280 E. Locust St., Ontario, CA 91761 | Test | Kinsbursky Brothers 1314 N. Anahiem Blvd. Anahiem, CA 92801 | Battery consolidation | Toxco, 9384 Hwy 22a Trail, BC, V1R4L5, Canada | Smelted |
| Circuit Boards High & Low Grade | Shred | Glencore Recycling 80 Commercial Way, East Providence, RI 02914-1006 | Sample for assay & non-conforming mat'l. such as Beryllium at 200 ppm | N/A | N/A | Glencore Canada 101 Portelance Ave. Rouyn-Noranda, QBC 39X 1 P5 | Smelted & refined for metals & element recovery |
| Circuit Boards High & Low Grade | Shred | N/A | N/A | N/A | N/A | Umicore Precious Metals, Adolf Greinerstraat 14, B-2660, Hoboken, Antwerp, Belgium | Smelted & refined for metals & element recovery |
| Circuit Boards Low Grade | Shred | N/A | N/A | N/A | N/A | Glencore Canada 101 Portelance Ave. Rouyn-Noranda, QBC 39X 1 P5 | Smelted & refined for metals & element recovery |
| CRT Glass | Sort and package | Technologies Displays America's LLC 1767 Carr Rd., Suite 101, Calexico, CA 92231 | Offloaded for CA inspection, re-labeled for exportation, and transported to Mexico | Technologies Displays Mexicana Calzedo Robledo Industrial Numero 460, Mexicali, B.C. | Breaks, tumbles and washes, with a .08% hydrofluoric acid solution. | Videocon, Bharuch, India | Smelted. Glass to glass for new thin screen TVs. |

ECS REFINING

DOWNSTREAM TABLE

F-915

| Material | ECS Process | Intermediary | Process | Intermediary | Process | End of Life | Process - Final Disposition |
|--|-------------------------|---|-----------------------------|--------------|---------|--|--|
| CRT Glass Fines (Filter cakes & filters from dust collection system) | N/A | N/A | N/A | N/A | N/A | US Ecology P.O. Box 578 Beatty, Nevada 89003 (11 miles S on Hwy 95) | Micro-encapsulation |
| Glass from Projection TVs | Sort and package | N/A | N/A | N/A | N/A | The Doe Run Company HC1, Box 1395 18594 Hwy KK Boss, MO 65440 | Glass smelted & refined to pure lead |
| Lamps (Mercury) | Recover, Sort & Package | N/A | N/A | N/A | N/A | Waste Management Lamp Tracker, Inc. 5355 N. 51st Avenue Suite 26 Glendale, AZ 85301 | Mercury lamp recycling. Retort. |
| Mercury | Secure & contain | N/A | N/A | N/A | N/A | WM Mercury Waste 21211 Durand Ave. Union Grove, WI 53182 | Mercury waste reclamation & retort. |
| Ink & Toner (Cartridges), Used & New PCM | Package | Clover Environmental Solutions 315 Weakley Rd. Calxico, CA 92231 OR 380 East Bayfront Pkwy Erie, PA 16507 | Warehouse, sort and package | N/A | N/A | Clover Environmental Solutions Ave Republica de Brasil #2675 Parque Industrial Mexicali IV Mexicali B.C., 21210 Mexico | Processed to be remanufactured & resold or recycled within their own process. Materials from recycling are sold as commodities or made into new products |
| Ink & Toner (Cartridges), Used & New PCM | Package | N/A | N/A | N/A | N/A | Clover Environmental Solutions 315 Weakley Rd. Calxico, CA 92231 OR 380 East Bayfront Pkwy Erie, PA 16507 | Processed to be remanufactured & resold or recycled within their own process. Materials from recycling are sold as commodities or made into new products |

ECS REFINING

DOWNSTREAM TABLE

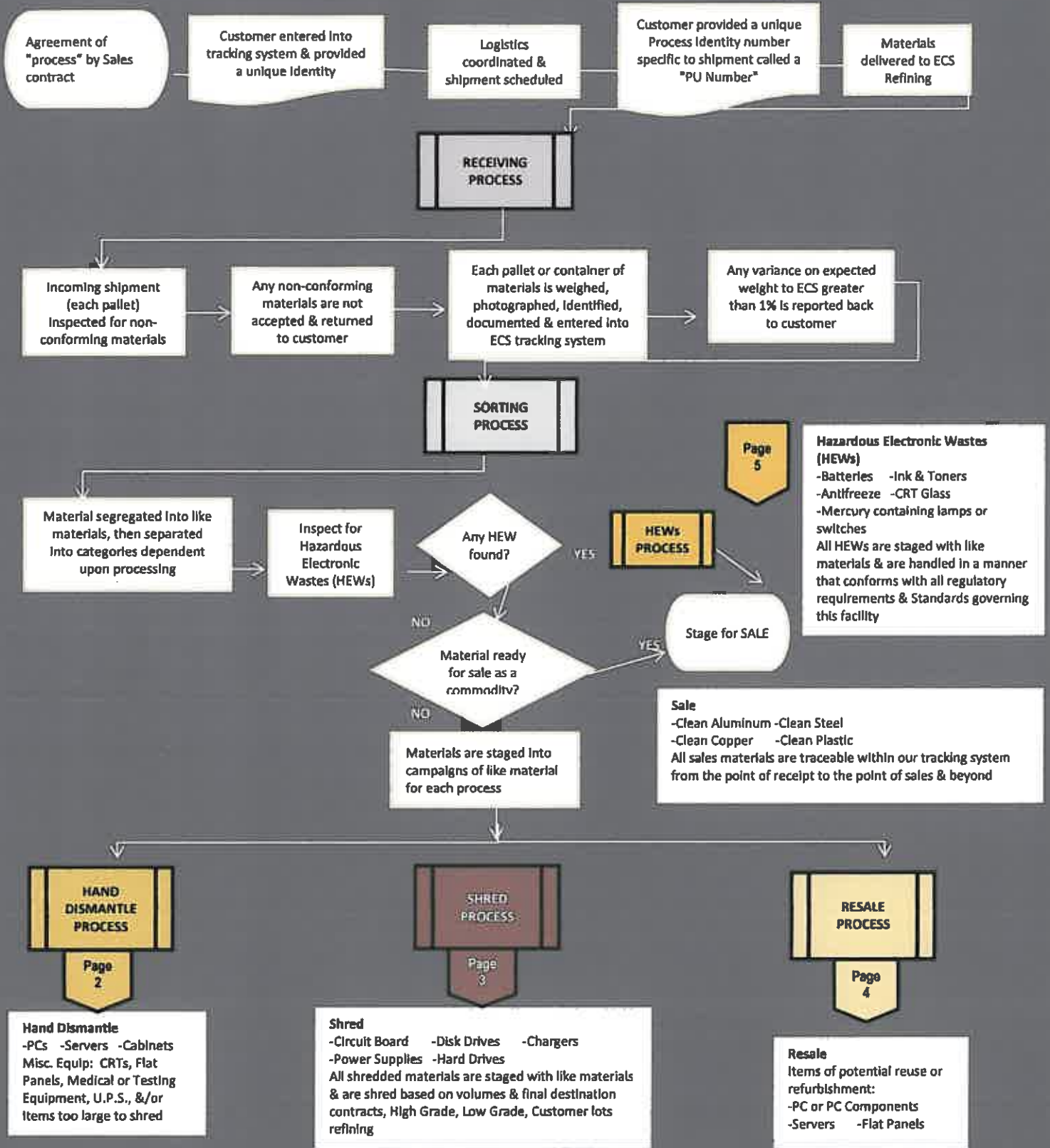
F-915

| Material | ECS Process | Intermediary | Process | Intermediary | Process | End of Life | Process - Final Disposition |
|----------------------------------|---|---|---------------|--------------|---------|--|---|
| Glycol based coolants PCM | Secure & contain | N/A | N/A | N/A | N/A | Dallas Oil Services PO Box 153408 Irving, TX 75015 | Recycled into cleaned material |
| Plastic PCM | Sort and Bale | RedStar 1640 Tiburon Blvd. Suite 3 Tiburon, CA 94920 | Consolidator. | N/A | N/A | Zhuhai Runlin Plastic Co., Ltd. Gaolin Port Jingji District South Port North Lu East, Zhuhai City | Color sorted & finely ground to clean HDPE & PET regrind or pellets (Raw Material) |
| Plastic PCM | Sort and bale or shred | Baycrest International Inc., 2055 Junction Ave, Suite 228, San Jose, CA 95131 | Consolidator. | N/A | N/A | Feshan Yitai Plastic (Chun Bun Industrial Company Ltd.), Feshan Shunde Xintan Industry District, Erhuan Rd., No. B04-3 | Sort by resin & finely ground to clean HDPE & PET regrind or pellets (Raw Material) |
| Plastic PCM | Sort and bale or shred | Sun International Recycling Group (SIRG UK Ltd, The Qube, Louisa Street, Birmingham B1 2RW United Kingdom | Consolidator. | N/A | N/A | SIRG Wilian Plastic and Metal Ltd. Dasha Town, Shui City, Guangdong, Province, China | Sort by resin & finely ground to clean HDPE & PET regrind or pellets (Raw Material) |
| Electronics for Reuse | Sort, Label, Package, Test for full functionality | N/A | N/A | N/A | N/A | ECS Refining Asset Management Solutions (In-House) | Tested and fully functional resold. Failed testing are returned to ECS Refining |
| Electronics for Reuse | Sort, Label, Package, Test for full functionality | N/A | N/A | N/A | N/A | Eagle Electronics, 9807 Honeywell, Houston, TX 77074 | Tested and fully functional resold. Failed testing are returned to ECS Refining |
| Oil/Used Oil | Contain | N/A | N/A | N/A | N/A | Dallas Oil Services PO Box 153408 Irving, TX 75015 | Used oil recycling/refining |
| CRT Baghouse Dust and Phosphors | Secure & contain | N/A | N/A | N/A | N/A | Conecsus, LLC 106 Tejas Drive Terrell, TX 75160 | Metal Recovery |

ECS REFINING

ECS ELECTRONICS PROCESSING

Page 1



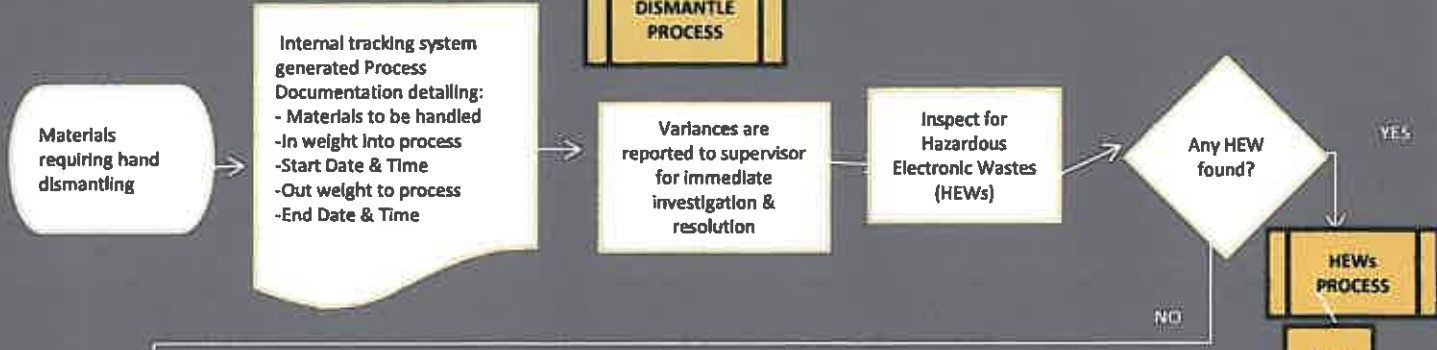
Page 2

Page 3

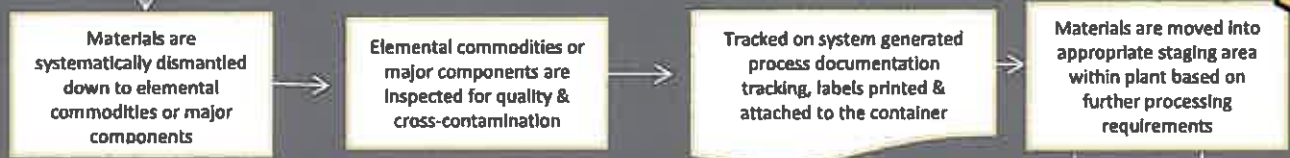
Page 4

Page 5

HAND DISMANTLE PROCESS



HEWs PROCESS



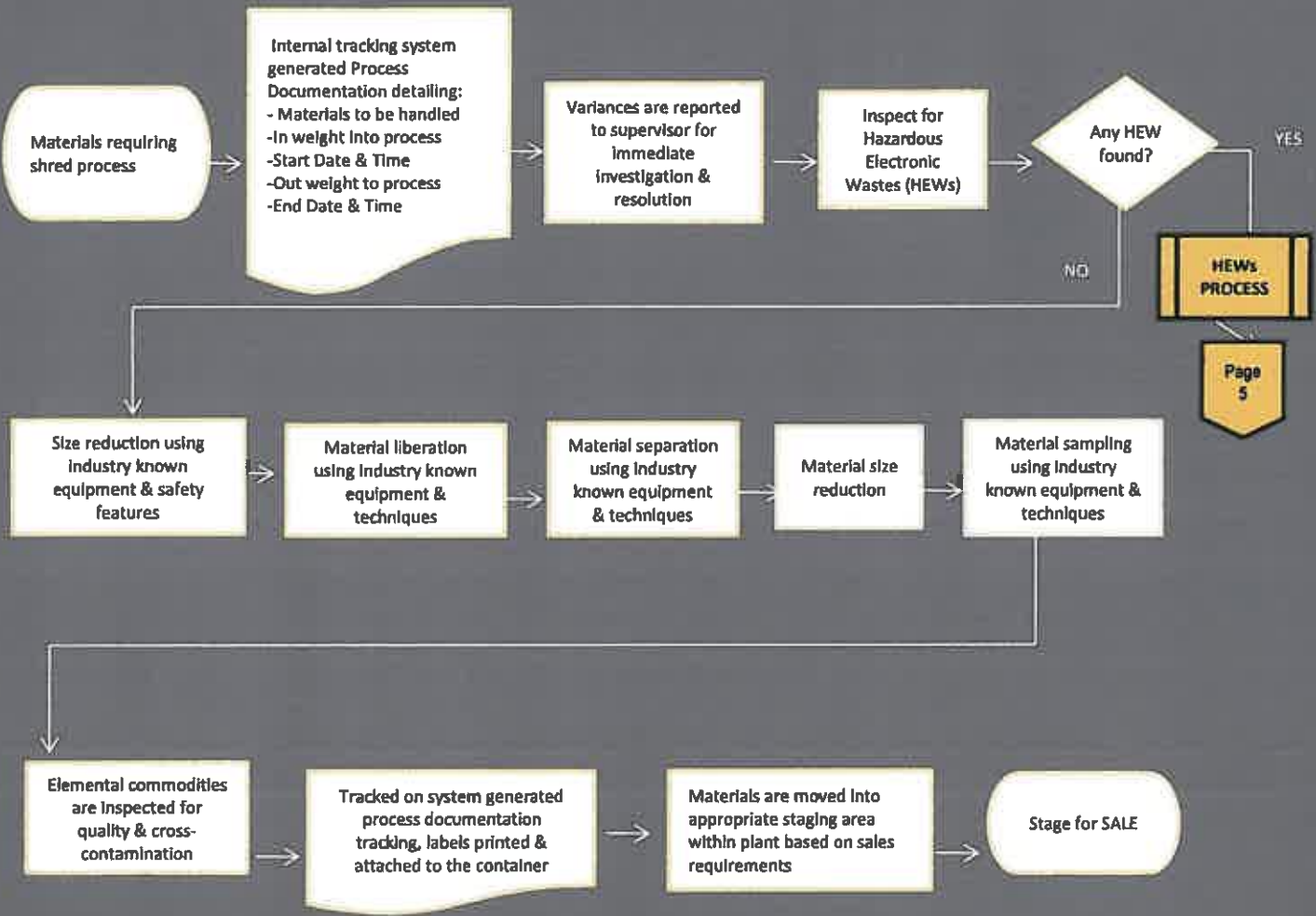
SHRED PROCESS

Shred
 -Circuit Board -Disk Drives
 -Power Supplies -Hard Drives
 -Chargers
 All shredded materials are staged with like materials & are shred based on volumes & final destination contracts, High Grade, Low Grade, customer lots refining

Stage for SALE

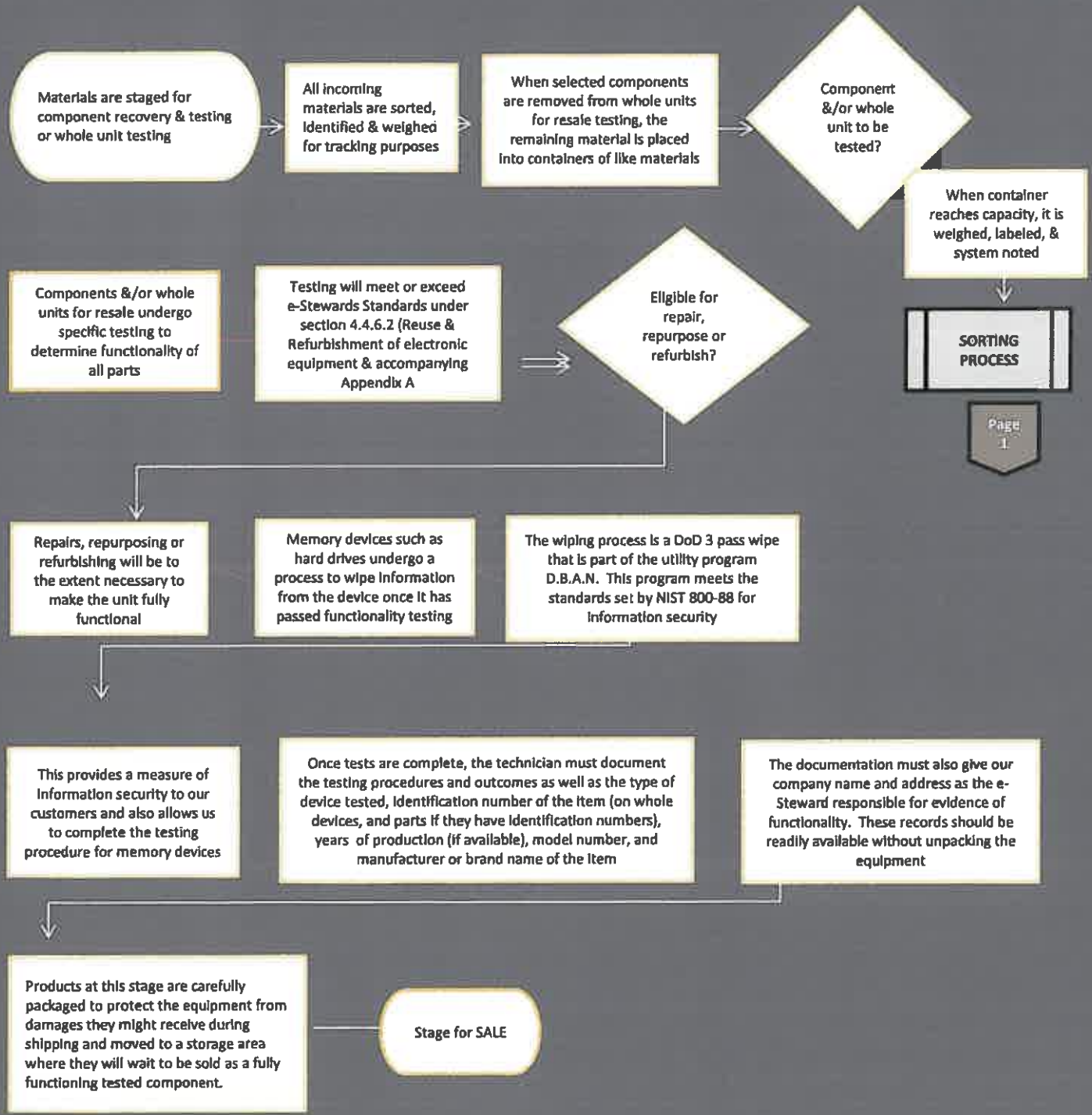
Sale
 -Clean Aluminum -Clean Steel
 -Clean Copper -Clean Plastic
 -CRT Glass
 All sales materials are traceable within our tracking system from the point of receipt to the point of sales & beyond

SHRED PROCESS



SALES
 Shred circuit board staged by process lot and shipped to refiner by lot and per contract
 -Clean Shred Aluminum -Clean Shred Steel
 -Clean Shred Copper -Clean Shred Plastic
 -Clean Shred Stainless Steel
 All sales materials are traceable within our tracking system from the point of receipt to the point of sales & beyond

RESALE PROCESS



HEW PROCESS
Hazardous Electronic Waste

HEW MERCURY CONTAINING EQUIPMENT

HEW MERCURY CONTAINING LAMPS

HEW's BATTERIES

HEW's INK & INK TONER CARTRIDGES/ DRUMS

HEW's ANTI-FREEZE &/or GLYCOL

HEW MERCURY CONTAINING EQUIPMENT

Materials identified as mercury containing equipment

Mercury containing equipment is taken in small amounts to the handling station by a designated and trained employee with appropriate PPE.

The mercury containing ampule is removed from device or equipment and placed in a non-leaking container in a manner that prevents damage or shifting during movement or storage. When the first ampule is placed into the container a universal waste label is placed on the outside of the container, and the accumulation start date is written on it.

Ampules will not be stored for more than 12 months from the accumulation start date

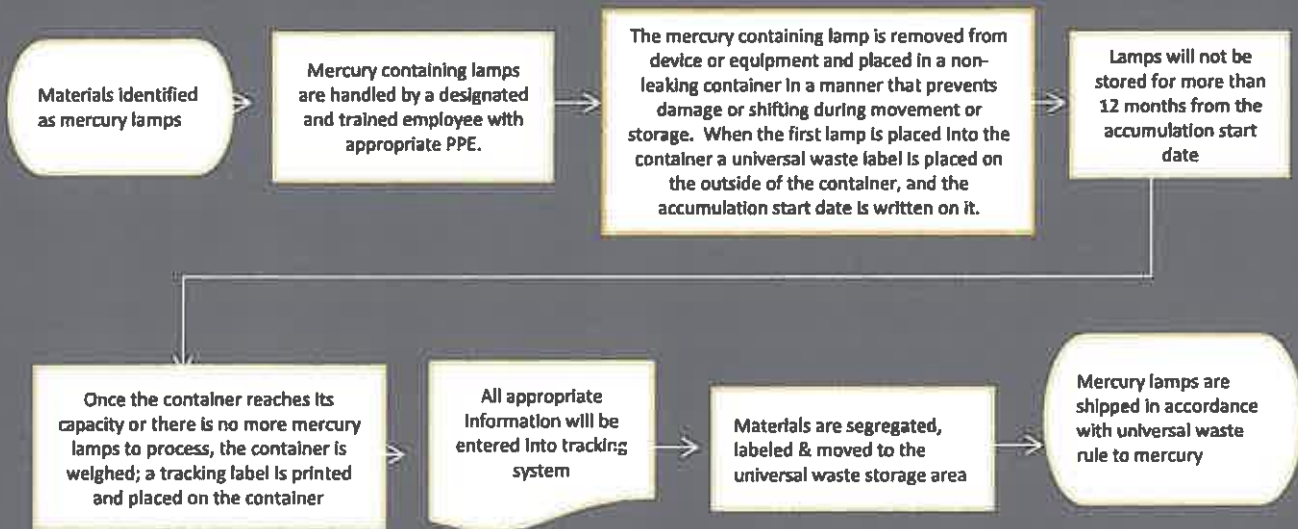
Once the container reaches its capacity or there is no more mercury containing equipment to process, the container is weighed; a tracking label is printed and placed on the container

All appropriate information will be entered into tracking system

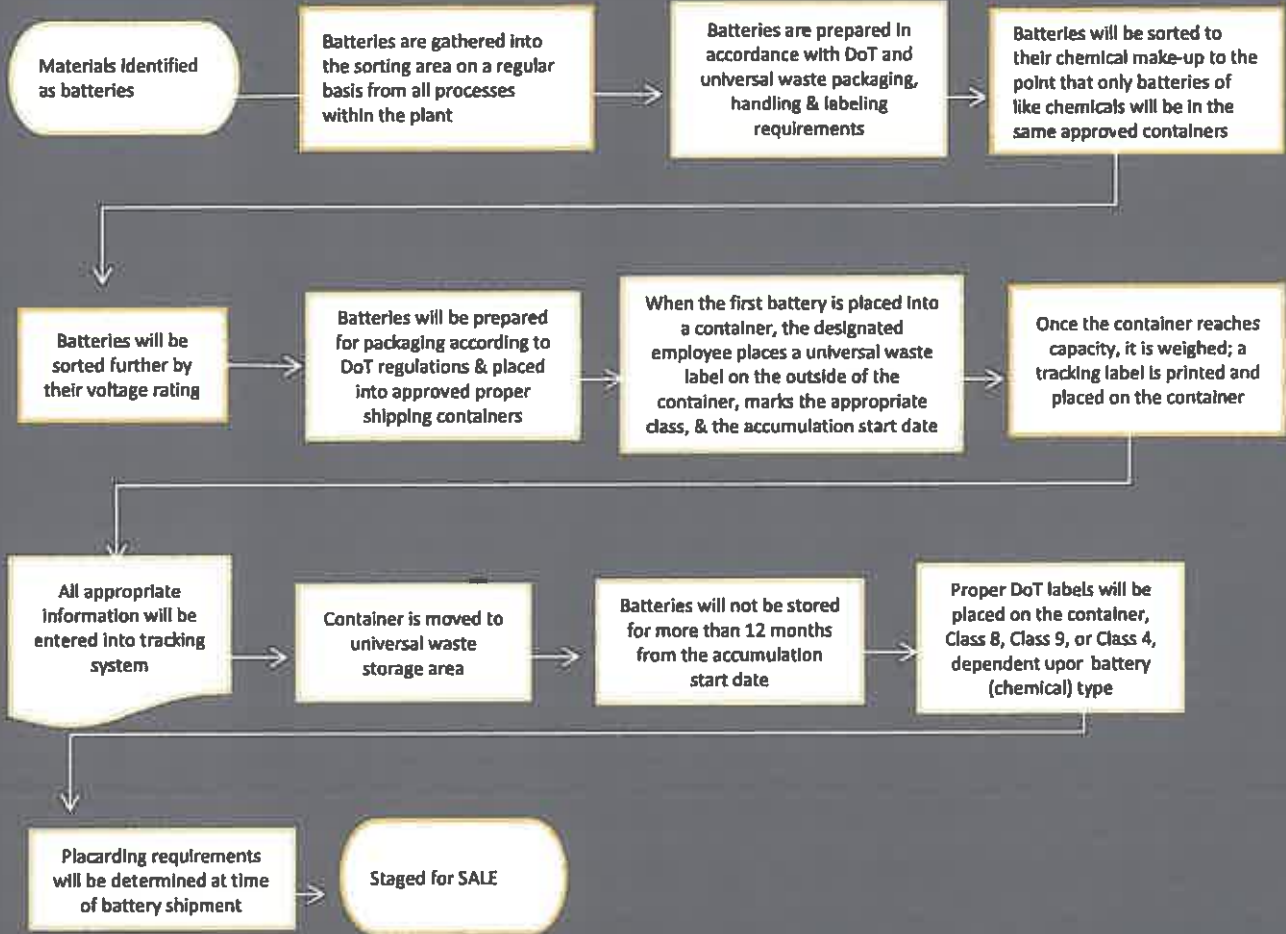
Materials are moved to the universal waste storage area

Mercury containing ampules are shipped in accordance with universal waste rule to mercury

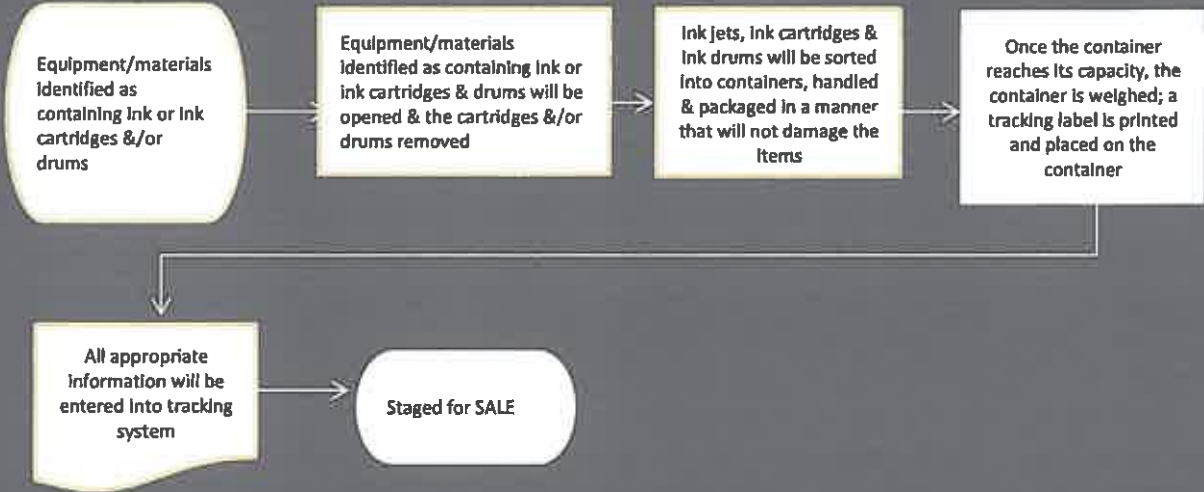
HEW
MERCURY
CONTAINING LAMPS



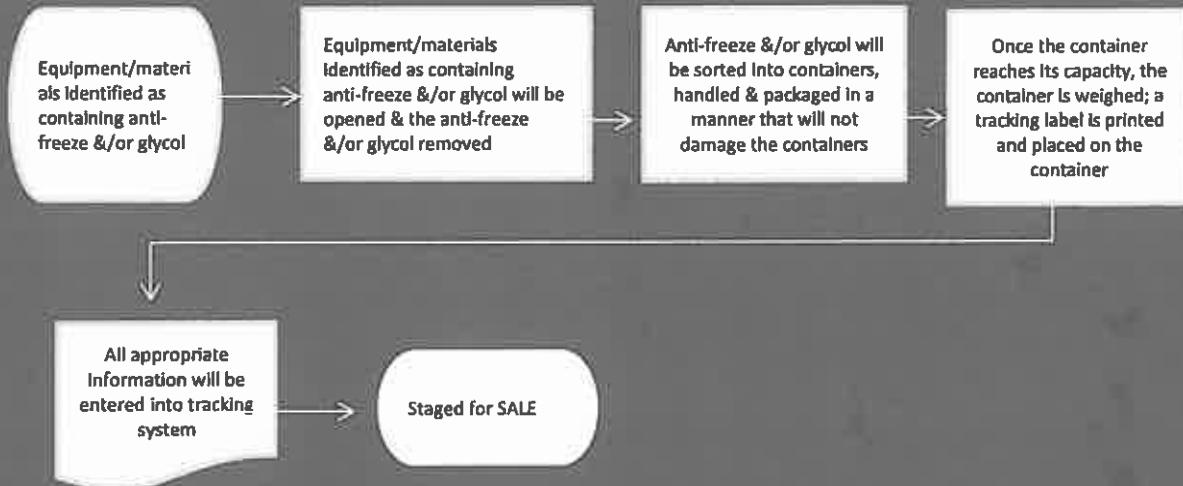
HEWLETT
BATTERIES



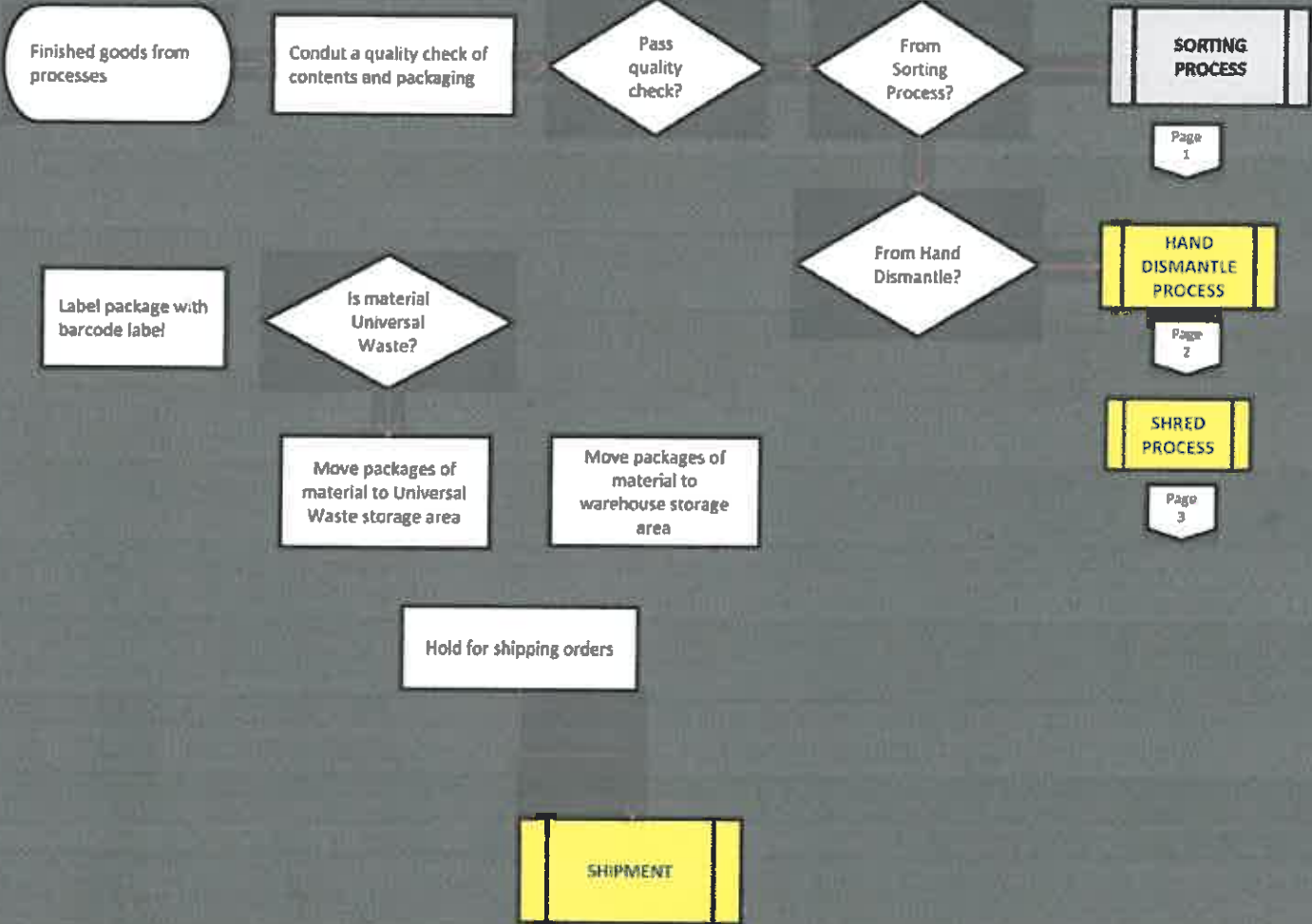
**HEWLETT
INK & INK TONER
CARTRIDGES/
DRUMS**



HEW's
ANTI-FREEZE &/or
GLYCOL



STAGE FOR SALE PROCESS



All appropriate information will be entered into tracking system

Scheduled for shipment

Loaded on truck

Shipped to approved downstream