

AGREEMENT NO. _____
(Agreement for Electronic Waste Recycling)

THIS AGREEMENT (“Agreement”) is made and entered into this 22nd day of August, 2022, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Corporate eWaste Solutions (CEWS), a California corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, County desires to provide Yolo County residents with a safe and convenient method of dropping off electronic equipment for refurbishing/recycling of electronic equipment; and

WHEREAS, the State of California Department of Toxic Substances Control has reaffirmed that certain electronic devices including televisions and computer monitors and other electronic equipment containing cathode ray tubes (CRTs), liquid crystal displays (LCDs) or plasma screens are not allowed to be disposed in a Class III Solid Waste Municipal Landfill; and

WHEREAS, under the Electronic Waste Recycling Act of 2003, Contractor receives payment from the State for the collection and refurbishing/recycling of certain electronic waste (CEW), a portion of which is transferred to County to cover the County’s costs in collecting this equipment; and

WHEREAS, County’s role in the electronics recycling program is limited to facilitating Contractor’s collection, transportation, and refurbishing/recycling of electronic equipment, disseminating information, and providing organizational assistance; and

WHEREAS, County circulated and distributed a request for proposals, an excerpt of which is attached as **Exhibit A**; and

WHEREAS, Contractor submitted a proposal to collect and refurbish/recycle electronic equipment from the Yolo County Central Landfill (YCCL) located at 44090 County Road 28H in Woodland, California the Esparto Convenience Center (ECC) located at 27075 County Road 19A in Esparto, California, and the Yolo County Information Technology Department (ITD) located at 120 W. Main Street in Woodland, California, an excerpt of which is attached as **Exhibit B**; and

WHEREAS, Contractor has represented and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, County and Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A through D and all applicable laws and regulations.

B. More specifically, Contractor shall provide the full range of services with regard to the project described above, with the focus on collection and refurbishing/recycling of electronic equipment. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement. Contractor shall provide on-call collection and transportation of electronic waste within three (3) business days of request.

C. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP
Exhibit B	Proposal
Exhibit C	Pricing
Exhibit D	List of Accepted Electronic Wastes

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

For the services described in Section I above, and subject to the condition that the services have been completed in compliance with all applicable laws and regulations, compensation shall be in accordance with the amounts listed in **Exhibit C**.

III. METHOD OF PAYMENT

A. By Contractor

1. For the services described in Section I above (and the Exhibits hereto), in which payment is to be made to County, the method of payment shall be as follows:

a. Following each shipment, County shall present to the Contractor a completed State of California Cal Recycle Form 197, which details the date of

the shipment, a list of the CEWs, a total weight of the shipment, and the total payment due County.

b. Each month, Contractor shall present an invoice to CalRecycle seeking reimbursement for CEWs recycled in accordance with the Electronic Waste Recycling Act of 2003.

c. Within ten (10) calendar days of Contractors receipt of payment from CalRecycle for CEWs, Contractor shall pay County.

B. By County

1. For the services described in paragraph II above, in which payment is to be made to Contractor, Contractor shall itemize the expenses on the report listed in paragraph IV below and deduct from the payment any amount that is owed.

C. If either party disagrees with the amount specified on an invoice or statement presented by the other party, the disagreeing party shall present written evidence of a differing amount within five (5) business days of the party's receipt of the invoice. The failure of a party to present written evidence of a differing amount within five (5) business days shall constitute a waiver of that party's rights under this Section C. Upon presentation of such written evidence, the parties shall meet and agree in writing on a single amount. Any unresolved disputes shall be resolved pursuant to Article VIII, below.

IV. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director of the Division of Integrated Waste Management ("Director"), or the Director's designee, at the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

C. By January 15 of each year, Contractor shall provide total tonnage for prior calendar year (Jan. 1-Dec. 31) by site location (YCCL, ECC and IT), and broken down into three categories (1) Cathode Ray Tube (CRT) Devices, (2) Non-CRT Devices (flatscreens), and (3) Miscellaneous Electronic Waste to comply with Department of Toxic Substances Control (DTSC) E-Waste Handler Report and CalRecycle Net Cost Report regulatory deadlines.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and

all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

V. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VI. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) calendar days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

VII. TERM AND TERMINATION

A. The term of this Agreement shall be from September 1, 2022 through August 31, 2024 unless sooner terminated as hereinafter provided. The Director may renew this Agreement for up to three additional one-year terms upon giving Contractor at least one hundred twenty (120) days prior written notice of such renewal. The rates/pricing in Exhibit C shall remain firm for the initial two (2) year term of this Agreement. However, upon approval of an extension by the County and submittal by the Contractor to the County, with at least 15 days' notice, Contractor may request an increase to the rates in Exhibit C using the California Consumer Price Index (San Francisco-Oakland-San Jose, CA) in an amount not exceeding 2% per year, subject to approval by the Director in the Director's sole discretion.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County Contractor shall be liable for the difference between the prices set forth herein and the actual cost to the County of obtaining supplies or services from a third party. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, both parties shall make payment in accordance with Section II of this Agreement for all services performed before the termination and for which funds have been appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving sixty (60) days' written notice to the other party. Both parties shall make payment in accordance with Section II of this Agreement for all services performed before the termination date.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

VIII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in California Superior Court, County of Yolo. Contractor waives any removal rights it might have under Federal law.

C. To the extent necessary, Contractor shall comply with all applicable state or federal laws concerning the confidentiality of private or health information. In the event that Contractor discovers the unauthorized dissemination of private or health information to third parties, Contractor shall notify the County within 2 business days of such discovery.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or

employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or

2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. Any subcontractor agrees to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the County of Yolo Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request.

D. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel of the County of Yolo.

XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Pollution Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum

coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work Contractor will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the

County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Attn: Jonathan Castaing
Director of Global Business Development
Corporate eWaste Solutions (CEWS)
333 Cliffwood Park Street
Brea, CA 92821
jcastaing@cewsb2b.com

County: Attn: Ramin Yazdani
Division Director
Yolo County Division of Integrated Waste Management
44090 CR 28H, Woodland, CA 95776
iwm@yolocounty.org and ryazdani@yolocounty.org

B. Any party may change the address or email to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as

described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XIX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in

any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XX. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor, signed and executed by those with authority to amend the terms herein.

XXI. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

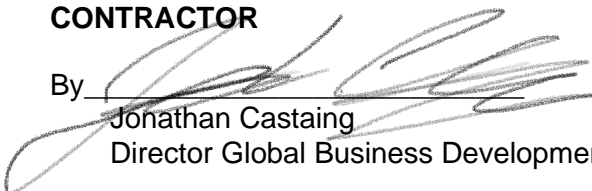
B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By 
Jonathan Castaing
Director Global Business Development

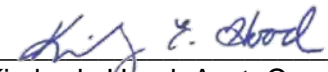
COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel



Kimberly Hood, Asst. County Counsel



County of Yolo

Purchasing Division of Financial Services

Notice of Request for Proposals (RFP) For

On-Call Collection, Recycling and Reporting of Covered Electronic Waste and Universal Waste materials from the Yolo County Central Landfill (44090 County Road 28H, Woodland); Esparto Convenience Center (27075 County Road 19A, Esparto); and Yolo County Information Technology Department (120 W. Main Street, Woodland)

for
Department of Community Services
Division of Integrated Waste Management

Proposal Responses Due (Deadline):
3:00pm

Wednesday, June 15th, 2022

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
kkawelmacher@yolocounty.org

TABLE OF CONTENTS

Section	Section Title	Pages
I.	Introduction	3
II.	RFP Schedule of Events	4
III.	General Instructions & Information	5
IV.	Terms and Conditions	8
V.	Instructions for Completion of Proposal	12

Exhibits:

Exhibit "A"	Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal
Exhibit "D"	Previous Customer Reference Form
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement

Attachments:

Attachment 1	Insurance Requirements
Attachment 2	Sample County Contract
Attachment 3	List of Accepted Items
Attachment 4	Waste Management Hierarchy

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County accepts televisions, computer monitors and other electronics (e-waste) for recycling at the Yolo County Central Landfill (YCCL) and the Esparto Transfer Station (ECC) from the public. The Yolo County Information Technology Department (ITD) collects e-waste from internal County departments only. Proposals shall define what type of containers will be provided as well as the method by which the waste will be collected such as truck type, totes, cages, pallets, etc. The County has operated with the use of 53-foot transfer trailers for the past four years and this proves to be the most operationally efficient for us at YCCL. Additionally, we currently use a cargo/sea container at ECC for the storage of electronic waste. Contractor shall transport the material to a designated and approved recycling facility, dismantle or arrange for the dismantling of each unit for recycling, and arrange for the recycling of the component parts and any universal waste (UWED) or hazardous waste contained within those units.

Currently, County staff is responsible for shrink wrapping and palletizing all Covered Electronic Waste (CEW) and sorting and consolidating miscellaneous e-waste into County provided plastic

totes and cages, then loading onto the trucks at YCCL. However, due to equipment limitations at ECC the Contractor provides rolling cages for a commingling of electronics to be placed into a cargo container. Once full, Contractor sends truck with lift gate out to ECC and Contractor loads cages onto truck, bringing equivalent empty cages for the next shipment. Lastly, Yolo County ITD is located inside a one-story building which prohibits the placement of an onsite truck or container. Therefore, the Proposer must provide a detailed description of what type of containers it proposes to provide to ITD to facilitate their indoor collection needs. Below is data detailing the number of materials sent out for recycling during the 2021 calendar year. The selected Contractor will be required to provide on-call collection within three (3) business days of call.

Site 1 - Yolo County Central Landfill (YCCL)

Cathode Ray Tube (CRT) and Non-CRT Covered Electronic Waste (CEWs):	172.56 tons
53-foot trailer loads	23 loads/year
UWEDs (Misc. E-waste):	218.66 tons
53-foot trailer loads	18 loads/year

Site 2 - Esparto Transfer Station (ECC)

CRT and Non-CRT Covered Electronic Waste (CEWs):	6.75 tons
UWEDs (Misc. E-waste):	8.10 tons
Box Truck Mixed Loads	6 pickups/year

Site 3 - Yolo County Information Technology Department (ITD)

CRT and Non-CRT Covered Electronic Waste (CEWs):	1.43 tons
UWEDs (Misc. E-waste):	4.99 tons
Box Truck Live Load Source Separated	4 pickups/year

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. GENERAL DESCRIPTION:

On-Call Collection, Recycling and Reporting of Covered Electronic Waste (CEW) and Universal Waste (UWED) materials from the Yolo County Central Landfill (44090 County Road 28H, Woodland); Esparto Convenience Center (27075 County Road 19A, Esparto); and Yolo County Information Technology Department (120 W. Main Street, Woodland)

2. VENDOR MINIMUM QUALIFICATIONS

- a. Vendor must be an established e-waste recycler for a minimum of 5 years.
- b. Vendor must be an established electronic waste re-processor under the CalRecycle Guidelines (Certificate must be attached with submitted proposal).

3. VENDOR MINIMUM WORK REQUIREMENTS

Vendor shall have the ability to:

- a. Maintain preferred operational standards of CEW and UWED materials
- b. Provide rolling cages and cargo container to County for storage of e-waste at ECC
- c. Return County provided reusable containers for storage of e-waste at YCCL.
- d. Accept items listed in Attachment 3

4. DELIVERABLE / REPORTS

- a. The successful Proposer will be required to submit all CalRecycle Form 197 Transfer Receipts with final disposition of e-waste information monthly. Additionally, to stay in compliance with the Department of Toxic Substances Control (DTSC) Form 1471 deadline of February 1st annually and the CalRecycle Net Cost Reporting deadline of March 1st annually, successful Proposer shall provide Yolo County a complete report by Yolo County site location, listed in Section I.A. above, for the prior calendar year by January 15th of the following year. Example Jan. – Dec. 2022 data will need to be provided to Yolo County by Jan. 15, 2023

5. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1, Yolo County Insurance Requirements.
- b. CONTRACT TERM: Contractor agrees to provide services as specified in the RFP document for a period of two (2) years. The agreement may be extended by mutual consent for up to three (3) additional one (1) year periods. Rates shall remain firm for the initial two (2) year term however upon approval of an extension by the COUNTY and submittal by the CONTRACTOR to the COUNTY, with at least 15 days' notice an increase may be requested using the California Consumer Price Index (San Francisco-Oakland-San Jose, CA) in an amount not exceeding 2% per year.

D. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions

posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	05-16-22	
2	Mandatory Pre-Bid Meeting / Site Visit	05-25-22	10:00am
3	Deadline for Written Comments/Questions Posted in BidSync	06-01-22	3:00pm
4	County Issues Responses to Written Comments	06-06-22	
5	Deadline Proposal Due	06-15-22	3:00pm
6	County Completes Evaluations	06-30-22	
7	Anticipated Contract Start Date	08-01-22	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

Yolo County Procurement
625 Court Street Room 103
Phone: (530) 666-8073
kkawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.

Questions (comments) concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation no later than June 1, 2022 by 3:00pm.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify, and hold the County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest

priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) General Company Information- 5 points
- 2). Operational Qualifications and Experience - 25 points
- 3). Cost Proposal- 25 points
- 3). Responsiveness/Responsibility-10 points
- 4). Environmental Impact - 15 points
- 5). Past Performance – 20 points

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/ services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and

current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created because of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

All prices are firm for a period of two (2) years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price Index (San Francisco-Oakland-San Jose, CA) upon award of any or each of the three (1) year extension options but shall not exceed 2%. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. The County will make payment on a Net 30-day basis. The payment term shall begin on the date an accurate invoice is and a fully signed

uniform hazardous waste manifest is received by the County. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the Protester;
2. The signature of the Protester or Protester's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
7. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms, or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied, and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit "A"	Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal
Exhibit "D"	Previous Customer Reference Form
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement

C. PROPOSAL FORMAT AND CONTENT:

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.



June 15th, 2022

Yolo County Procurement
625 Court Street Room 103
Attn: Karen Kawelmacher
Re: RFP for On-Call Collection, Recycling and Reporting of Covered Electronic Waste and Universal Waste materials.
Subject: Proposal Transmittal Letter

Dear Karen,

My name is (JC) Jonathan Castaing and I work for Corporate E-Waste Solutions at both 331 Cliifwood Park St, Brea CA 92821 and 3602 Munster St Building 4, Hayward CA 94545. I am the global business development manager. The intent of this letter is to inform you of our intent to respond to this bid. Corporate E-Waste Solutions does hold the minimum requirements to carry out the services detailed in the bid and understands the scope of the work that the County requires. We are a nationwide CA R2V3 ISO Certified CA Recycler. CEWS has two CA service facilities, one in Hayward CA and second in Brea CA. We also have a new facility opening very soon in Phoenix Arizona. CEWS mission is to solve tomorrows unrelenting problem of Ewaste today through responsible and comprehensive electronic recycling and disposition methods. With combined 40+ years of experience, we employ certified operations for safer and sustainable environment for its people and our planet. CEWS has multiple divisions and can help with all Electronic Waste Disposal, plastics, Styrofoam, Data Destruction, shredding services also Asset management. All options including amazing income Recovery options. CEWS also has a track record of working with governmental agencies and large loads that require 53-foot trailers.

Jonathan Castaing will be the primary account manager for this bid and contact information is as follows: Global Business Development Manager, jcastaing@cewsb2b.com, (530) 867-2525, (888)388-2397 30587 Huntwood Ave, Hayward CA, 94544 and is authorized to commit Corporate E-Waste Solutions to this proposal and is the person signing this proposal.

Chiman Lee will be the primary contact along with Jonathan to facilitate any operational requirements that Yolo County has and Chiman's contact information is as follows: Director of Operations, clee@cewsb2b.com, (415) 652-1665, (510) 998- 2828, 30587 Huntwood Ave, Hayward CA, 94544.

John Kim along with Chiman and Jonathan will be the representative for any annual reporting requirements and anything regulatory related. John's contact information is as follows: Director of Sales/ EHS & Regulatory Compliance Specialist, jkim@cewsb2b.com, (213)219-8725, (888)388-2937, 331 Cliffwood Park Street, Brea, CA 92821 and is authorized to commit Corporate E-Waste Solutions to this proposal and is the person signing this proposal.

Corporate eWaste Solutions (CEWS)
888.388.2397 p.
info@cewsb2b.com
www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft REGISTERED Refurbisher



June 15th, 2022

Yolo County Procurement
625 Court Street Room 103
Attn: Karen Kawelmacher
Re: RFP for On-Call Collection, Recycling and Reporting of Covered Electronic Waste and Universal Waste materials.
Subject: Proposal Questionnaire

1) General Company Information

Corporate E-Waste Solutions main focus is the retrieval, dismantling and recycling of electronic and universal waste. Corporate eWaste Solutions has its operations revolve around the Environmental Protection Agency’s recommended guidelines of R2V3 certification. With an experienced team involved in providing e-waste recycling services, our expertise exhibits three main standards of quality, environmental responsibility and security to ensure the highest degree of compliance. With our management team having over 20 years of experience in the industry, we have cultivated a large network that supports our business, including finding the best downstream for scrap commodities.

Corporate eWaste Solutions (CEWS)

888.388.2397 p.
info@cewsb2b.com
www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G

With approximately 100 employees, our management team includes:

- Chiman Lee- Director of Operations
 - John Kim- Director of Sales/ EHS & Regulatory Compliance Specialist
 - Jonathan Castaing- Global Business Development Manager
- and will work together to facilitate the services in this bid.

Corporate E-Waste Solutions is currently CalRecycle approved and has a R2v3 Certification which expires April 7th 2025, and ISO 9001 14001 45001 expire August 9th 2023.

2) Operational Qualifications and Experience

Corporate eWaste Solutions has its operations revolve around the Environmental Protection Agency’s recommended guidelines of R2V3 certification. With an experienced team involved in providing e-waste recycling services, our expertise exhibits three main standards of quality, environmental responsibility and security to ensure the highest degree of compliance. We have been established for over 5 years in the electronics and universal waste recycling industry with multiple formal contracts with governmental agencies.

Attached below is our sample Certificate of Recycling.

We do have the ability to dismantle microwaves and solar panels into commodities. Our expertise allows us to discover where organizations are in their end-of-life electronics cycle and assist them with due diligence to retrieve and safely dispose or effectively repurpose their equipment. The quality of our services lies in our consistent discovery of recoverable IT assets. This maximizes the output of electronics being recovered and sent out for reuse. Our specialization also extends to recognizing the variability in materials for the equipment that is not able to be recovered.



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft REGISTERED Refurbisher



Waste Hierarchy and End Disposal/Recycling Facilities

Our approved list of downstream facilities that we use are attached along with this document. If any changes need to be made, we can accommodate those needs. We use a shredder and crushing machine along with dismantling to process our e-waste. Universal waste is sorted and transported to our appropriate downstream. Any data bearing devices are separated and follow a strict guideline of our data management procedure also attached along with this document.

Safety

Our bins, cages and containers that we will send will be in good working condition to ensure that no property damage will occur or that the equipment is safe to use.

Regulatory Compliance

Corporate E-Waste Solutions has not had any infractions or violations in regards to the handling, management or disposal of hazardous or universal waste or related to civil or criminal enforcement action.

3) Cost Proposal

The cost for the overall project would include the value of logistic and recycling fees against any rebates to the County for commodities and refurbishing IT assets at a 60% profit share due to the county and 40% profit share to the contractor.

The cost per task would be include the logistics fee which is inclusive of any manpower, pallets, boxes, cages as well as any other recycling fees per pound against any rebates for each specified material.

4) Responsiveness/Responsibility

Corporate E-Waste Solutions has not defaulted on a contract nor has been debarred or suspended by any government agency. No claim against our company has been filed in arbitration.

5) Environmental Impact

Corporate e-Waste Solutions is committed to managing used and end-of-life electronic equipment, components, and materials (both on-site, any activities that might occur offsite, and through the recycling chain via the downstream vendor due diligence process) in accordance with the reuse, recycle, materials recovery hierarchy of Responsible Management Strategies. Corporate e-Waste Solutions has established a Quality, Environmental, Safety, & Health Management System (QESH) in accordance with ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018 as well as R2V3 in order to manage QESH performance both onsite and throughout the recycling chain. Corporate e-Waste Solutions is committed to the prevention of pollution, worker health and safety, worker consultation and participation, eliminating hazards, reducing environmental and safety risks, meeting compliance and customer obligations & requirements, and to continual improvement. The QESH objectives are designed around this policy, and set a framework for monitoring QESH performance. Corporate e-Waste Solutions management is committed to adherence to the QESH management system. The accurate knowledge of each individual recyclable material is applicable in assessing which commodity collectors are capable of managing materials with best practices.

Our purpose as an environmentally responsible recycler is to facilitate the proper management of materials across its downstream vendors. The process of handling electronics is carried out to minimize the risk of exposure of substances to the environment and workers. We ensure our downstream vendors follow environmental health and safety standards when handling the material and have transparency throughout the recycling chain with traceability. This includes a full cycle

Corporate eWaste Solutions (CEWS)
888 388 2397 p
info@cewsb2b.com
www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA 92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G
Hayward, CA 94545



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft REGISTERED Refurbisher

Your Trusted Partner for a Sustainable Future
Asset Recovery · E-Waste Recycling · Data Security · Tech for Good



in the recycling chain of commodities within the United States even in non-regulated waste such as glass. Certified Recycling reports provided are in accordance to federal and state guidelines for compliance with e-waste disposal. Refurbishing equipment includes mainly laptops, PCs, Servers, Networking Equipment, Tablets and Phones. As this equipment is either high valued or data containing devices, there is at least a \$25 minimum value to be considered for refurbishing and can take up to 45 days just to evaluate the equipment as well as another 45 days to facilitate any data destruction and resell operations. Our downstream includes the use of e-bay as well as a wholesale buyer for large quantities. Our solar panel acceptance program includes the processing of separating glass from the plastic and metal in the panels. We use the plastic and create it into plastic pellets which can be resold in high demand for manufacturers who use plastic to mold equipment.

Corporate eWaste
Solutions (CEWS)

888.388.2397 p.

info@cewsb2b.com

www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA 92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G
Hayward, CA 94545



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft
REGISTERED
Refurbisher

Your Trusted Partner for a Sustainable Future
Asset Recovery · E-Waste Recycling · Data Security · Tech for Good



6) Past Performance

City of Pasadena
100 North Garfield Ave.
Pasadena, CA 91101
Contact: Simone Blackwell
Contact Phone #: 626-744-7168

City of Pomona
505 S Garey Ave.
Pomona, CA 91766
Contact Shandy Dittman
Contact Phone #: 909-620-3797

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Contact: The Kharbanda
Title: Warehouse Supervisor
Contact Phone #: 213 922-1092

San Bernardino County Fire Protection District
2824 East "W" Street
San Bernardino, CA 92415
Contact: Michael VanGese
Title: Environmental Specialist
Contact Phone #: (909) 382-5401

City of Glendale
548 W. Chevy Chase Drive
Glendale, CA 91206
Contact: Regina Wheeler
Title: Recycling Coordinator
Contact Phone #: (818) 550-3432

Corporate eWaste
Solutions (CEWS)

888.388.2397 p.

info@cewsb2b.com

www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G
Hayward, CA 94545



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft
REGISTERED
Refurbisher

Your Trusted Partner for a Sustainable Future
Asset Recovery · E-Waste Recycling · Data Security · Tech for Good

Yolo County Electronic Waste Recycling Agreement **EXHIBIT B - Page 1 of 3**

YCCL - Yolo County Central Landfill (44090 County Road 28H, Woodland, CA 95776)

Effective 8/1/22

	CRTs	Rear Projection TVs	*Flat Screens	PCs, Servers, Harddrives	Cell Phones
(YCCL) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51	\$ 3.96

	*Misc. E-Waste	Solar Panels	Printers/Copiers/Fax Machines	*Medical Waste	Microwaves
(YCCL) COST per lb.	\$ 0.08	\$ 0.29	\$ 0.08	\$ 0.08	\$ 0.01

(YCCL) Transportation

(1) 53-foot for CEWs	COST per HAUL	\$ 550.00
(1) 53-foot for all other e-waste	COST per HAUL	\$ 950.00

*Flatscreens include laptops, LCDs, Plasma, Kindles, iPads, and any other device with a screen greater than 4 inches

*MISC E-WASTE - Yolo County commingles all remaining electronic waste not specifically identified above and includes but is not limited to DLPs, PCs, stripped PCs, small household appliances (toasters, blenders, vacuums), etc. Misc. electronics may contain embedded ink cartridges, bulbs, batteries, etc. and should be included in the price per

* Medical Waste does NOT include items with biohazard labels or radioactive labels. This category includes blood pressure monitors, breast pumps, centrifuges, microscopes, incubators, laboratory equipment with CRT display screens, lasers, scientific measuring

Yolo County Electronic Waste Recycling Agreement

ECC - Esparto Convenience Center (27075 county Road 19A, Esparto, CA 95627)
 Effective 8/1/22

	CRTs	Rear Projection TVs	Flat Screens	PCs, Servers, Harddrives
(ECC) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51

Misc. E-Waste

(ECC) COST per lb.	\$ 0.08
-----------------------	---------

(ECC) Transportation

(1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
-------------------------------------	-----------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or other weather rolling proof totes provided by CONTRACTOR. CONTRACTOR must also provide 40-yard roll top covered bin or 26-foot covered sea container for storage of electronics. Please include cost of this CONTRACTOR provided equipment in per lb. rates. Due to storage limitations, this site also commingles CEWs with Misc. E-Waste into CONTRACTOR provided cages/totes.

Yolo County Electronic Waste Recycling Agreement

Yolo County Information Technology Department (120 W. Main Street, Woodland, CA 95695)

Effective 8/1/22

	CRTs	Flat Screens	PCs, Servers, Harddrives	Refurbished/Resale
(IT) REBATE per lb.	\$ 0.55	\$ 0.59	\$ 0.51	60-40% split profit

	*Misc. E-Waste	Harddrive Destruction w/ Certification
(IT) COST	\$ 0.08 per lb.	\$ 6.50 per unit

(IT) Transportation (1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
--	-----------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or gaylord boxes and pallets provided by CONTRACTOR. Please include cost of this CONTRACTOR provided equipment in per lb. rates. This site will only have office electronics such as phones, keyboard, hard drives, printer, etc. in the misc. e-waste bin. All CEWs will be in separate totes.

Exhibit D – Previous Customer Reference Form
On-Call Collection, Recycling and Reporting of Covered Electronic Waste

Contractor Name:

Please provide at least five customer references for whom you have performed a job similar in size and scope, preferably California state or local government agencies or within the greater Sacramento area.

1. Company Name: San Bernardino County Fire Protection District

Address: 157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415

Contact Person: Michael VanGese

Telephone: (909) 382-5401

E-Mail: mvangese@SBCFire.org

Services Provided: End-of-life electronic recycling services picked up at various HHW sites throughout Riverside County. Also provide HHW collection events with the San Bernardino County Fire Protection District.

Service Dates: From: 9.14.2020 To: 6.30.2025 Contract Value: \$ Revenue Estimated \$200,000

2. Company Name: City of Glendale

Address: 141 N. Glendale Ave., Suite 346
Glendale, CA 91206

Contact Person: Regina Wheeler

Telephone: (818) 548-2102

E-Mail: Rwheeler@Glendale

Services Provided: End-of-life electronic recycling services picked up at city yard.

Service Dates: From: 7.2.20 To: 6.30.22 Contract Value: \$ 20,000/year

3. Company Name: City of Pasadena

Address: 100 Garfield Avenue
Pasadena, CA 91101

Contact Person: Gabriel Silva

Telephone: (626) 744-4148

E-Mail: gsilva@cityofpasadena.net

Services Provided: End-of-life electronic recycling services picked up at city yard and providing ewaste recycling services for Pasadena community events.

Service Dates: From: 12.15.20 To: 11.1.23 Contract Value: \$ 33,000/year

**Exhibit D – Previous Customer Reference Form
On-Call Collection, Recycling and Reporting of Covered Electronic Waste**

4. **Company Name:** Los Angeles County Metropolitan Transportation Authority

Address: One Gateway Plaza
Los Angeles, CA 90012

Contact Person: Tej Kharbanda

Telephone: (213) 922-1092

E-Mail: kharbandat@metro.net

Services Provided: End-of-life electronic recycling services picked up at various Metro Division sites.

Service Dates: From: 10.1.19 To: 10.1.22 **Contract Value:** \$ 50,000/year

5. **Company Name:** City of Pomona

Address: 505 South Garey Avenue
Pomona, CA 91766

Contact Person: Jerry Perez

Telephone:

E-Mail:

Services Provided: End-of-life electronic recycling services picked up at City yard. Also provide community cleanup events for the residents of the City of Pomona.

Service Dates: From: 7.1.21 To: 6.30.24 **Contract Value:** \$50,000/year

Form Completed By:	<u>John Kim</u>	<u>(888) 388-2397</u>	<u>6.14.22</u>
	Name	Phone	Date

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
On-Call Collection, Recycling and Reporting of Covered Electronic Waste
Exhibit "F"

I, John Kim, am the
(name)

Director of Sales | EHS & Regulatory Compliance Specialist of Corporate eWaste Solutions,
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
- a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

6.15.2022
(Date)


(Signature)



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Responsible Recycling System of:

Corporate Ewaste Solutions

**331 Cliffwood Park St.
Brea, CA 92821 USA**

*Has been assessed by Orion Registrar and found to be in
Compliance with the following Recycling Standard:*

R2v3

"The Sustainable Electronics Reuse & Recycling (R2) Standard v3"

This R2v3 Certificate is applicable to:

**Downstream Vendor Management, Logical
Data Sanitization, Physical Data Destruction,
Testing, and Materials Recovery of Used
Electronic Equipment.**

The Certification period is from

April 8, 2022 to April 7, 2025

*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: 8273

Certificate ID: 1024560

**This R2 Facility performs the following applicable R2 Process Requirements
at this location(s) and has been audited to the requirements for each as identified:**

**Appendix A: Downstream Recycling Chain
Appendix B: Data Sanitization (Logical and Physical)
Appendix C: Test and Repair (Test Only)
Appendix E: Material Recovery
Site Structure: Single Facility**





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Environmental Management System of:

Corporate Ewaste Solutions

**331 Cliffwood Park St.
Brea, CA 92821 USA**

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

ISO 14001:2015

The Environmental Management System is applicable to:

**Collection, Sorting, Testing and Recycling of
Electronic Equipment, Data Destruction and
Downstream Channels for Refurbishment
and Recycling**

The Certification period is from

January 21, 2021 to August 9, 2023

*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: 8273

Certificate ID: 1021111





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

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

Corporate Ewaste Solutions

**331 Cliffwood Park St.
Brea, CA 92821 USA**

*Has been assessed by Orion Registrar and found to be in compliance
with the following Occupational Health and Safety Standard:*

ISO 45001:2018

The Occupational Health and Safety Management System is applicable to:

**Collection, Sorting, Testing and Recycling of
Electronic Equipment, Data Destruction and
Downstream Channels for Refurbishment
and Recycling**

The Certification period is from

January 21, 2021 to August 9, 2023

*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: 8273

Certificate ID: 1021112





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

This is to certify the Quality Management System of:

Corporate Ewaste Solutions

**331 Cliffwood Park St.
Brea, CA 92821 USA**

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

ISO 9001:2015

The Quality Management System is applicable to:

**Collection, Sorting, Testing and Recycling of
Electronic Equipment, Data Destruction and
Downstream Channels for Refurbishment
and Recycling**

The Certification period is from

January 21, 2021 to August 9, 2023

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: 8273

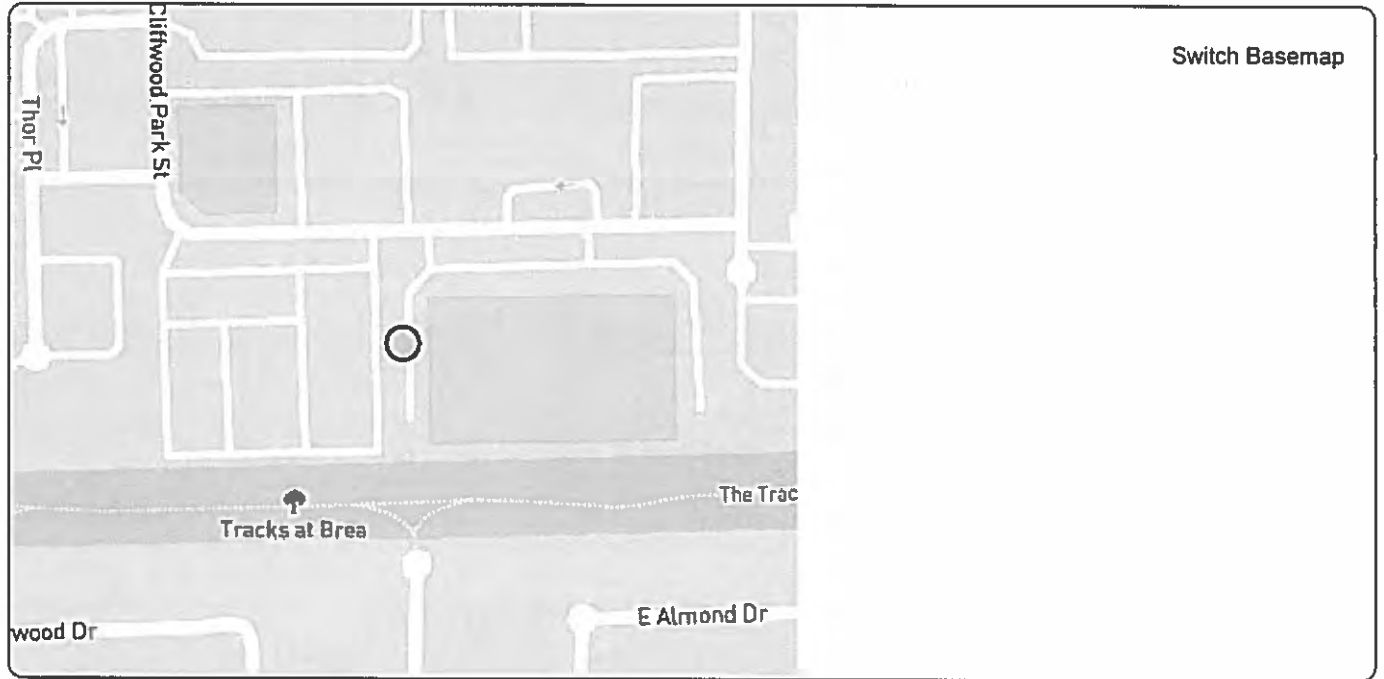
Certificate ID: 1021113



[Home](#) » [Electronics](#) » [Collector/Recycler](#) » Details

Directory of Approved Collectors and Recyclers of Covered Electronic Waste

[New Search](#)



Organization

Corporate eWaste Solutions (CEWID: 117058)

Current Status

Active

Approved As

Collector/Recycler

Application Last Approved

8/25/2021

Renewal Application Due

5/27/2023

Physical Address

331 Cliffwood Park St
Brea, CA 92821

Mailing Address

331 Cliffwood Park St
Brea, CA 92821

Contact

John Kim (jkim@cewsb2b.com)

Phone

(888) 388-2397

Signatories

Anny Wang

John Kim

Yuet Kwai Lau

 Export to Excel

Collector Status	Started ↓	Ended
Active	11/16/2018	

 Export to Excel

Recycler Status	Started ↓	Ended
Active	3/08/2019	

Active – Applicant is or was approved to operate in the specified role for the date range indicated

Inactive – Applicant is or was NOT approved to operate in the specified role for the date range indicated

DISCLAIMER: The California Department of Resources Recycling and Recovery (CalRecycle) is dedicated to providing timely and accurate information to its constituents so that solid wastes can be managed in accordance with all applicable laws and policies. Due to the rapidly evolving nature of laws and policies pertaining to the management of electronic product discards, CalRecycle cannot guarantee that organizations listed as resources within this website are in full compliance with applicable rules at all times. CalRecycle conducts ongoing efforts to determine the scope of these organizations' activities; however, these may change without CalRecycle's knowledge. The inclusion or exclusion of an organization from this list does not constitute an endorsement of that organization's regulatory status or environmental performance. For additional information, please also refer to electronic waste management standards administered by the [Department of Toxic Substances Control](#).

Electronic Waste Management: <https://www.calrecycle.ca.gov/Electronics/>

Contact: Covered Electronic Waste Recycling Program EWaste@calrecycle.ca.gov (916) 341-6269



Department of
Resources Recycling and Recovery

Jared Blumenfeld
Secretary for Environmental Protection
Rachel Machi Wagoner
CalRecycle Director

August 25, 2021

Yuet Kwai Lau
Corporate eWaste Solutions
331 Cliffwood Park St
Brea, CA 92821

SUBJECT: Continued Participation in the Covered Electronic Waste Recycling Program

Dear Yuet Kwai Lau:

The Department of Resources Recycling and Recovery (CalRecycle), in collaboration with the Department of Toxic Substances Control (DTSC), evaluated Corporate eWaste Solutions' application to retain approval to participate as a Dual Entity (Collector and Recycler) in the Covered Electronic Waste Recycling Program (Program) provided by California's Electronic Waste Recycling Act of 2003, as amended, and Title 14 of the California Code of Regulations (CCR), Division 7, Chapter 8.2, commencing with Section 18660.5.

This letter is to notify Corporate eWaste Solutions of the evaluation results.

Approval

Upon approval of an application, CalRecycle issues a unique Covered Electronic Waste Identification number (CEWID) to be used during transactions between Program participants and in Program related correspondence with CalRecycle. **Your previously issued CEWID number, 117058, remains active.** Effective beginning August 25, 2021, your organization is approved to continue participating in the Program as an Approved Collector of covered electronic waste (CEW).

Additionally, your organization is approved to continue participating in the Program as an Approved Recycler of CEW at the facility located at 331 Cliffwood Park St, Brea, CA 92821 as follows:

- Cancellation of cathode ray tube (CRT) containing CEW using the method specified in 14 CCR 18660.32(c)(1) (dismantling to a bare CRT after relieving the vacuum).
- Cancellation of non-CRT-containing CEW using the method specified in 14 CCR 18660.32(c)(2) (dismantling to a bare panel).

Yuet Kwai Lau
August 25, 2021
Page 2 of 2

This application approval shall not be interpreted as a finding of compliance with applicable laws and regulations. Program Participants must operate in compliance with all applicable laws and regulations, including but not limited to those administered by CalRecycle and DTSC.

Please note that CalRecycle may conduct subsequent audits, inspections, or investigations to further assess your organization's compliance, pursuant to Public Resources Code (PRC) § 42479(c). Additionally, § 42474(d), authorizes CalRecycle to impose administrative civil penalties against any person that makes a false statement or representation in documentation provided for purposes of compliance with the Program.

Participants and the public may view the current approval status on the CalRecycle maintained directory at www2.calrecycle.ca.gov/electronics/cew/participantsdirectory.

Approval Term

This approval remains in effect for two years provided the information in the application remains unchanged and your organization complies with the requirements of all applicable statutes and regulations.

Changes to an Approved Application

Pursuant to 14 CCR Section 18660.18, an approved participant in the Program shall notify CalRecycle, in writing, of changes to information contained in the approved application at least 30 days prior to changes taking effect. Failure to notify CalRecycle of changes may result in suspension or revocation of your approval.

You are encouraged to monitor Program developments affecting your approval status and legal obligations. Please note it is the responsibility of the participant to stay apprised of changes to applicable statutes and regulations. You may find information about changes to the program on www.calrecycle.ca.gov/electronics/cew/. Additionally, CalRecycle administers an e-mail listserv to provide interested parties with the latest information and updates. All e-mail accounts in your application were subscribed to the listserv accessible at www2.calrecycle.ca.gov/listservs/.

If you have questions regarding this notice that cannot be answered through the information provided on CalRecycle's website, please contact our Program via ewaste@calrecycle.ca.gov or (916) 341-6269.

Sincerely,



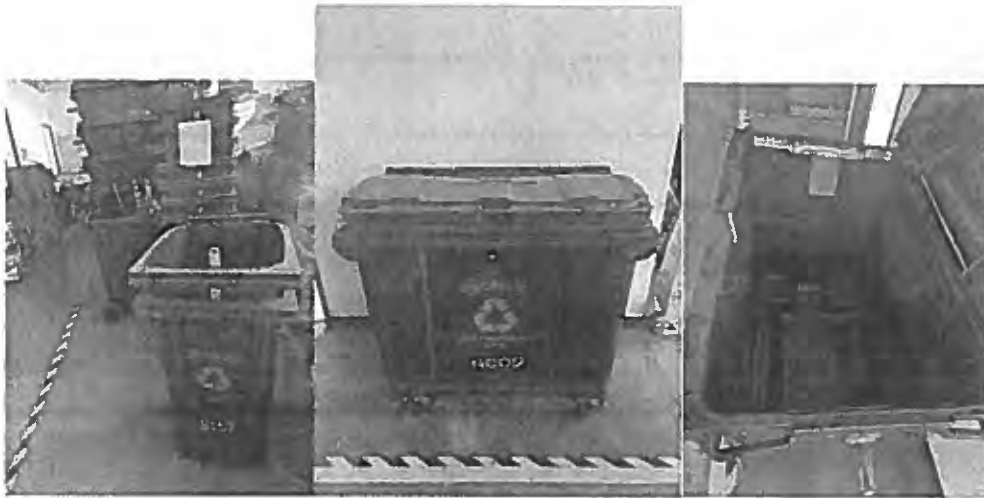
Andrew Hurst
Supervising Senior Environmental Scientist
Electronic Waste Recycling Program



Att: Yolo County

CEWS can offer our Metal Cages, Gaylords & Pallets , As well our Plastic secure roll carts for high data baring devices. Corporate Ewaste Solutions strives on security & handling of data baring material. Our plastic rolls have lockable tops, so no material is accessible to the public.

Please see below CEWS options :



Secure Lockable plastic Roll carts with Slot in top for dropping data baring matierla in (laptops, Cell phones, tablets, hard drives, Ipods, notbooks etc.)



Standard Gaylord



Outdoor storage (Secure bottom and sides)

Your Trusted Partner for a Sustainable Future
Asset Recovery • E-Waste Recycling • Data Security • Tech for Good

Corporate E-Waste
Solutions (CEWS)
888.588.2397
info@cewsolutions.com
www.cewsolutions.com

Headquarters 5, Cal
33711 Wilwood Park St
Fresno, CA 93827

Operations NorCal
3602 Munster St
Building 4, Units F-C
Hayward, CA 94545



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft
REGISTERED
Refurbisher

PLASTICS

Recycle Bulk Plastic Scrap Economically & Ethically in the US



CEWS Plastic Processing Streams

US-based, Circular-economy Operations

Due to the latest amendment of the Basel Convention effective January 1, 2021, plastic export restrictions have placed significant burdens on US Corporations. Industries are now seeking alternatives for recycling plastics within the United States instead of abroad. Corporate eWaste Solutions (CEWS) is stepping up to meet this growing demand for cost-effective and circular-economy remedies.

Bulk Plastics Processing Streams for Cleaning and Production of Plastic Flakes and Pellets

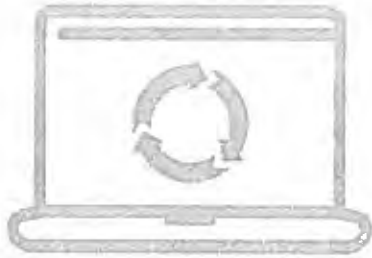
CEWS is currently accepting the following plastic scrap types for recycling: ABS, HIPS, PA, PC, PCABS, PCTG, PEEK, PETG, POM, PPA, PPE, PPO, PPS, PPS, TPE, TPR, and TPU.

Plastic Recycling Solutions for Automobile, Electronics, IT, and Food Packaging/Manufacturing Industries



Not accepting HDPE, LDPE, PET, PVC

Call 510-998-2828



TECH for GOOD

in Alameda County, CA

The **TECH for GOOD** program is a community initiative between **Corporate eWaste Solutions (CEWS)**, **Goodwill of Greater East Bay, Alameda County Workforce Development Board (ACWDB)**, and generous donor Individuals and businesses in Alameda County. **TECH for GOOD** is grant funded through **StopWaste.org** to provide fully refurbished, donated laptops at no cost to low income families. **Goodwill** offers donated laptops to **CEWS** for logistics support and complete refurbishing and installation of current software to make the devices fully functional* Each refurbished laptop will include a new laptop bag and charger to ensure an optimal computing experience for the end user. **ACWDB** assists with the redistribution phase of laptops to qualified Alameda County residents.



Fully refurbished laptops **for FREE** to low income families.



CEWS' goal is to refurbish and supply over 1,000 free laptops in 2020-2021

**A nominal fee is incurred per unit to cover operating costs.*

1120

Yolo County Electronic Waste Recycling Agreement **EXHIBIT B - Page 1 of 3**

YCCL - Yolo County Central Landfill (44090 County Road 28H, Woodland, CA 95776)

Effective 8/1/22

	CRTs	Rear Projection TVs	*Flat Screens	PCs, Servers, Harddrives	Cell Phones
(YCCL) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51	\$ 3.96

	*Misc. E-Waste	Solar Panels	Printers/Copiers/Fax Machines	*Medical Waste	Microwaves
(YCCL) COST per lb.	\$ 0.08	\$ 0.29	\$ 0.08	\$ 0.08	\$ 0.01

(YCCL) Transportation

(1) 53-foot for CEWs	COST per HAUL	\$ 550.00
(1) 53-foot for all other e-waste	COST per HAUL	\$ 950.00

*Flatscreens include laptops, LCDs, Plasma, Kindles, iPads, and any other device with a screen greater than 4 inches

*MISC E-WASTE - Yolo County commingles all remaining electronic waste not specifically identified above and includes but is not limited to DLPs, PCs, stripped PCs, small household appliances (toasters, blenders, vacuums), etc. Misc. electronics may contain embedded ink cartridges, bulbs, batteries, etc. and should be included in the price per

* Medical Waste does NOT include items with biohazard labels or radioactive labels. This category includes blood pressure monitors, breast pumps, centrifuges, microscopes, incubators, laboratory equipment with CRT display screens, lasers, scientific measuring

Yolo County Electronic Waste Recycling Agreement

ECC - Esparto Convenience Center (27075 county Road 19A, Esparto, CA 95627)

Effective 8/1/22

	CRTs	Rear Projection TVs	Flat Screens	PCs, Servers, Harddrives
(ECC) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51

	Misc. E-Waste
(ECC) COST per lb.	\$ 0.08

(ECC) Transportation (1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
---	------------------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or other weather rolling proof totes provided by CONTRACTOR. CONTRACTOR must also provide 40-yard roll top covered bin or 26-foot covered sea container for storage of electronics. Please include cost of this CONTRACTOR provided equipment in per lb. rates. Due to storage limitations, this site also commingles CEWs with Misc. E-Waste into CONTRACTOR provided cages/totes.

Yolo County Electronic Waste Recycling Agreement

Yolo County Information Technology Department (120 W. Main Street, Woodland, CA 95695)

Effective 8/1/22

	CRTs	Flat Screens	PCs, Servers, Harddrives	Refurbished/Resale
(IT) REBATE per lb.	\$ 0.55	\$ 0.59	\$ 0.51	60-40% split profit

	*Misc. E-Waste	Harddrive Destruction w/ Certification
(IT) COST	\$ 0.08 per lb.	\$ 6.50 per unit

(IT) Transportation (1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
--	------------------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or gaylord boxes and pallets provided by CONTRACTOR. Please include cost of this CONTRACTOR provided equipment in per lb. rates. This site will only have office electronics such as phones, keyboard, hard drives, printer, etc. in the misc. e-waste bin. All CEWs will be in separate totes.



Att: Yolo County

CEWS can offer our Metal Cages, Gaylords & Pallets , As well our Plastic secure roll carts for high data baring devices. Corporate Ewaste Solutions strives on security & handling of data baring material. Our plastic rolls have lockable tops, so no material is accessible to the public.

Please see below CEWS options :



Secure Lockable plastic Roll carts with Slot in top for dropping data baring materia in (laptops, Cell phones, tablets, hard drives, Ipods, notbooks, etc.)



Standard Gaylord

Outdoor storage (Secure bottom and sides)



Corporate eWaste Solutions (CEWS)
888.388.2397 p
info@cewsb2b.com
www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea CA 92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G
Hayward, CA 94545



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft REGISTERED Refurbisher

Your Trusted Partner for a Sustainable Future
Asset Recovery · E-Waste Recycling · Data Security · Tech for Good



June 14th, 2022

Att: County of Yolo

TRANSFER STATION – SHIPPING CONTAINER

Corporate Ewaste Solutions will support Yolo Counties Transfer station need for a storage container. This container will be utilized to stage safely & secure electronic waste material



Corporate eWaste
Solutions (CEWS)
888.388.2397 p.
info@cewsb2b.com
www.cewsb2b.com

Headquarters, SoCal
331 Cliffwood Park St
Brea, CA92821

Operations, NorCal
3602 Munster St
Building 4, Units F-G



ISO 45001:2018
ISO 14001:2015
ISO 9001:2015
CERTIFIED



Microsoft
REGISTERED
Refurbisher

Your Trusted Partner for a Sustainable Future
Asset Recovery · E-Waste Recycling · Data Security · Tech for Good



Approved Downstream Flow					[YOLO County]	
					Last Updated:	5/3/2022
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	Non-Data Bearing Electronics	Corporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	Printed Circuit Boards
1	Non-Data Bearing Electronics	PT Esun International Utama Indonesia Kawasan Industri Sundhai Harapan, Kel. Sungai Harapan, Kec. Sekupang, Kota Batam, Prop. Kepulauan Riau [Non-OECD - Import permit in place]	Injo Magelhaens Sanam Exim.am@esunindo.com 62-778-327155	ISO 9001 ISO 14001:2018 ISO 45001:2015	Hand Dismantle Sort & Package	Printed Circuit Boards
2	Printed Circuit Boards	JX Metals Trading Co. Ltd 6F Sumitomo Fudosan Yotsuya Bldg. 13-4, Arakicho, Shinjuku-ku Tokyo, 160-0007, Japan [OECD]	Fumiko Ijiri toiawase@jx-kinzokushoji.co.jp 81-3-5368-3163		Consolidate/Storage/ Transport	Printed Circuit Boards
EOL	Printed Circuit Boards	Pan Pacific Copper CO., LTD Saganoseki Smelter & Refinery (Subsidiary of JX Metals Trading Co. LTD) [OECD]	Fumiko Ijiri toiawase@jx-kinzokushoji.co.jp 81-3-5368-3163		Smelt & refined for precious metals recovery	Precious Metal Content
QESH-11 F2 Approved Downstream Vendor List						
Document Revision History						
Rev. 3	Description of Change: Format changed				Date: 6/1/22	By: MR



Approved Downstream Flow					[YOLO County]	
					Last Updated:	6/3/2022
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	Printed Circuit Board Printed Circuit Board containing device	Coporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	Printed Circuit Boards
1	Printed Circuit Boards	PT Esun International Utama Indonesia Kawasan Industri Sundhai Harapan, Kel. Sungai Harapan, Kec. Sekupang, Kota Batam, Prop. Kepulauan Riau (Non-OECD - Import permit in place)	Injo Magelhaens Sanam Exim.am@esunindo.com 62-778-327155	ISO 9001 ISO 14001:2018 ISO 45001:2015	Hand Dismantle Sort & Package	Printed Circuit Boards
2	Printed Circuit Boards	JX Metals Trading Co. Ltd 6F Sumitomo Fudosan Yotsuya Bldg. 13-4, Arakicho, Shinjuku-ku Tokyo, 160-0007, Japan [OECD]	Fumiko Ijiri toiawase@jx-kinzokushoji.co.jp 81-3-5368-3163		Consolidate/Storage/ Transport	Printed Circuit Boards
EOL	Printed Circuit Boards	Pan Pacific Copper CO., LTD Saganoseki Smelter & Refinery (Subsidiary of JX Metals Trading Co. LTD) [OECD]	Fumiko Ijiri toiawase@jx-kinzokushoji.co.jp 81-3-5368-3163		Smelt & refined for precious metals recovery	Precious Metal Content

QESH-11 F2 Approved Downstream Vendor List

Document Revision History

Rev.	Description of Change	Date	By
3	Format changed	6/1/22	MR



Approved Downstream Flow					[YOLO County]	
					Last Updated:	5/3/2022
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Plan
	Equipment Containing Plasma Glass	Corporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	Yes
EOL	Plasma Glass	US Ecology Hwy 95 - 12 Miles South of Beatty Beatty, NV 89003 [OECD]	Jeremy Rosenfeld Jeremy.Rosenfeld@usecology.com (858) 231-3241	-	Controlled Hazmat Landfill	-
QESH-11 F2 Approved Downstream Vendor List						
Document Revision History						
Rev. 3	Description of Change: Format changed				Date: 6/1/22	By: MR



Approved Downstream Flow					[YOLO County]	
					Last Updated:	6/3/2022
Tier Phase [1, 2, 3, EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	Equipment Containing Mercury Lamps	Corporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	Mercury Lamps (Fluorescent & CFLs)
EOL	Mercury Lamps (Fluorescent & CFLs)	AERC Recycling Solutions (Clean Earth) 30677 Huntwood Ave. Hayward, CA 94544 [OECD]	Michelle Abar mabar@harsco.com (510) 429-1129 x 2902	-	Dismantle/process/sort Phosphors from mercury bulbs	Mercury Phosphors
EOL	Mercury Phosphors	Lighting Resources, LLC 498 Park 800 Drive Greenwood, IN 46143 [OECD]	(317) 888-3889	-	Mercury Retort	Reclaimed Metal

QESH-11 F2 Approved Downstream Vendor List

Document Revision History

Rev. 3	Description of Change: Format changed	Date: 6/1/22	By: MR
--------	---------------------------------------	--------------	--------



Approved Downstream Flow					[YOLD County]	
					Last Updated:	6/3/2022
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	Ink & Toner Containing Equipment / Ink & Toner Cartridges	Coporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Sort & Package	Sorted Ink & Toner Cartridges
EOL	Rejected Ink & Toner Cartridges	Covanta Long Beach 118 Pier S. Ave Long Beach, CA 90802	Kristen Gramm kgramm@covanta.com (209) 200-1642		Incinerate/Waste-to-energy recovery	Energy
QESH-11 F2 Approved Downstream Vendor List						
Document Revision History						
Rev. 3	Description of Change: Format changed				Date: 6/1/22	By: MR



Approved Downstream Flow					[YOLO County]	
					Last Updated:	6/3/2022
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	CRT Units	Coporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	CRT Glass
1	CRT Glass/Tubes	GLS Group 311 W. Emporia St. Ontario, CA 91762 [OECD]	Jess Panopio jesson@calmicros.com (909) 467-4800 ext. 124	N/A	Glass separation of front panel and rear funnel/ Glass separation of front panel, remove phosphorus manually /Sort & Package	Front panel/rear funnel
EOL	Rear Funnel Glass	Korea Zinc Co., LTD 139, Ijin-ro, Osan-EuoUju-gun Ulsan, Korea [OECD]			Lead Extraction/ Recovery/Smelting	Recovered Metals
EOL	Front Panel Glass	El Sobrante Landfill Waste Management 10910 Dawson Canyon Rd. Corona, CA 92883 [OECD]			Landfill	
EOL	Package Phosphorus Dust & contaminated supplies	US Ecology Hwy 95 - 12 Miles South of Beatty Beatty, NV 89003 [OECD]	Jeremy Rosenfeld Jeremy.Rosenfeld@usecology.com (858) 231-3241		Controlled Hazmat Landfill	

QESH-11 F2 Approved Downstream Vendor List

Document Revision History

Rev.	Description of Change	Date	By
Rev. 3	Description of Change: Format changed	6/1/22	MR



Approved Downstream Flow				[YOLO County]		
				Last Updated:	6/3/2022	
Tier Phase [1,2,3,EOL]	Material Received	Company Info	Contact Info	Certificates	Process	Materials Recovery
	Battery containing equipment / Batteries	Coporate eWaste Solutions 331 Cliffwood Park St. Brea, CA 92821 [OECD]	John Kim Jkim@cewsb2b.com (888) 388-2397	R2v3 ISO 9001 ISO 14001:2018 ISO 45001:2015	Dismantle Sort & Package	Sorted Batteries
1	Battery	Kinsbursky Brothers Intl. (KBI) 1314 N. Anaheim Blvd. Anaheim, CA 92801 [OECD]	Rich Kinsbursky Rich@kbirecycling.com (714) 738-8516	ISO 14001:2018	Sort & Package	Sorted Batteries
EOL	Alkaline Battery	Inmetco One Inmetco Dr. Ekkwiid City, PA 16117 [OECD]	sales@inmetco.com (724) 758-5515	ISO 14001:2018	High Temp Metal Reclamation	Recovered Metals
EOL	Lithium Battery	Retriev 9384 Highway 22A Trail, BC V1R 4W6 [OECD]	(250) 367-9882	R2:2013 ISO 14001:2018 ISO 45001:2015	Chemical Treatment/Recycling	Recovered Metals
1	Lead Acid Battery	Union Battery Disposal, Inc. 5312 W. Mission Blvd. Ontario, CA 91762 [OECD]	Ricardo Munoz Rmunoz@unionbatterydisposal.com (909) 627-7717	N/A	Battery consolidation sort/package	Sorted Batteries
EOL	Lead Acid Battery	RSR/Quemetco West 720 S. Seventh Ave. City of Industry, CA 91746 [OECD]	Mike Szekely Mszekely@rsrna.com (626) 937-3290		Sort & shred	Recovered Metals
QESH-11 F2 Approved Downstream Vendor List						
Document Revision History						
Rev. 3	Description of Change: Format changed			Date: 6/1/22	By: MR	



CERTIFICATE OF RECYCLING

Date: 07/08/2022

Shipment No: I2202

Reference #:

Account Name:

Attention:

Address:

Shipment Received From:

This document certifies that the materials received by Corporate Ewaste Solutions were handled in strict compliance with the guidelines set by the California Environmental Protection Agency (CalEPA), the California Integrated Waste Management Board (CIWMB), and the Department of Toxic Substance Control (DTSC) pursuant to all sections under §66273 and §66261.

In the recycling of materials such as CRTs, Monitors, LCDs, PCs, and other electronic waste, we assure that the previous stated materials, are collected, contained, and recycled in a manner that is environmentally safe and compliant with the law.

Corporate Ewaste Solutions releases the customer from all liabilities related to the collection and recycling of the documented load.

Received Item

BT-UPS Battery	6 Unit	37.00 LB
EW-All in one PC (non-data bearing)	3 Unit	51.00 LB
EW-Label Printer	34 Unit	173.00 LB
EW-Low Grade-Electric Mixed B (non-data bearing)	1 Box	242.00 LB
EW-Networking Equipment / Switch	3 Unit	35.00 LB
EW-Other/Metal	1 Pallet	268.00 LB
EW-PC/CPU/TOWER-80% Complete w/ HDD	11 Unit	132.00 LB
EW-Pos Systems	19 Unit	458.00 LB
EW-Printer-No breakage (Non Data Bearing)	2 Unit	89.00 LB
SB50-FLATSCREEN	24 Unit	162.00 LB
Total :	104	1,847.00



Corporate eWaste Solutions
331 Cliffwood Park St Brea, CA 92821
EPAID: CAR000299826

CERTIFICATE OF ASSURED DESTRUCTION

Customer: [REDACTED]
Billing Address: [REDACTED]
Pickup Address: [REDACTED]
Reference #: I2202

Description of Items Destroyed: 32 Units of HDD. Please see attached Serial numbers.

This document certifies that the materials received by Corporate Ewaste Solutions was handled in strict compliance with the guidelines set by the California Environmental Protection Agency (CalEPA), the California Integrated Waste Management Board (CIWMB), and the California Department of Toxic Substances Control (DTSC), pursuant to California Code of Regulations Title 22, Division 4.5, Chapter 23 – Standards for Universal Waste Management.

Methods used by Corporate Ewaste Solutions assures that all equipment, data devices, devices or products contained in this Document of Destruction were destroyed properly, completely, and in an environmentally safe manner and compliant with the law. Corporate Ewaste Solutions releases the customer from any and all liabilities related to or arising from the environmentally safe recycling of the listed items.

Certified on: 07/08/2022

Yuet Kwai Lau
By: Yuet Kwai Lau
Chief Executive Officer



Corporate Ewaste Solutions
331 Cliffwood Park St., Brea, CA 92821
www.cewsb2b.com | (888) 388-2397

EPA ID: CAR000299826
CEWID # 117058

ProductName	Qty	SerialNumber	Manufacturer	Model
HARD DRIVE	1	9QZ8KKVT	SEAGATE	ST380215AS
	1	9QZ8KPA2	SEAGATE	ST380215AS
	1	5QZ6J7EL	SEAGATE	ST380215AS
	1	9QZ8KLG1	SEAGATE	ST380215AS
	1	6QZ4W515	SEAGATE	ST380215AS
	1	5QZ6JFJS	SEAGATE	ST380215AS
	1	5QZ6370Y	SEAGATE	ST380215AS
	1	9QZ8KLDG	SEAGATE	ST380215AS
	1	5QZ6K500	SEAGATE	ST380215AS
	1	6QZ5NAHH	SEAGATE	ST380215AS
	1	6QZ5SKP3	SEAGATE	ST380215AS
	1	9QZ8KKFD	SEAGATE	ST380215AS
	1	5LRD2M2G	SEAGATE	ST3802110AS
	1	5QZ4PKPG	SEAGATE	ST380215AS
	1	9QZA50SN	SEAGATE	ST380215AS
	1	5QZ6JNNS	SEAGATE	ST380215AS
	1	5QZ6K510	SEAGATE	ST380215AS
	1	5QZ6K285	SEAGATE	ST380215AS
	1	W2AXXH5Y	SEAGATE	ST250DM000
	1	WCC2EZV45699	WD	WD2500AAKX
	1	WCC2EZR87559	WD	WD2500AA
	1	WCC2EZW96651	WD	WD2500AAKX
	1	WCC2EZV76390	WD	WD2500AAKX
	1	WMAV2JS17739	WD	WD1600AAJS-08L7A0
	1	174519D25CDD	Micron	MTFDDAK256TBN
	1	WCAV2T204627	WD	WD2500AAJS-75M0A0
	1	S1GFNSAF849973	SAMSUNG	SSD0E38400
	1	11S0C38666Z1ZNDP036506	LITE-ON	LCS-128M65
	1	9VYJX0KR	SEAGATE	ST250DM000

	1	WXM1E83PML15	WD	WD7500BPKX-00HPJTO
	1	WX91A9316746	WD	WD7500BPKX-00HPJTO
	1	WXF1AA330185	WD	WD7500BPKX-00HPJTO



Receiving Report Summary

Corporate eWaste Solutions
Headquarters
 331 Cliffwood Park St
 Brea, CA 92821
Branch Office: BREA MAIN
 331 Cliffwood Park St
 Brea, CA 92821
 TEL: 1-888-388-2397
 FAX:

Date: 06/30/2022 10:14 AM
 In - Order No: I2202
 Order Type: PSB
 Sub OrderType: E-Scrap Recycling (AP)
 Reference No:
 Open Date: 06/28/2022 8:17 PM
 Schedule Date: 06/29/2022 9:00 AM
 Account Rep.: Jonathan Castaing
 Department: Sales
 Bin Out Date: 06/30/2022 12:00 AM
 Bin In Date:

Account Name: [REDACTED]
 Billing Address: [REDACTED]
 Country: UNITED STATES
 Contact Person: [REDACTED]
 Telephone: [REDACTED]

Pickup Address: [REDACTED]
 Country: UNITED STATES
 Contact Person: [REDACTED]
 Telephone: [REDACTED]

ProductName	Packaging	Received Qty	Qty Base	Received Gross Weight	Received Tare Weight	Received Net Weight
EW-Cellphone-w/o Battery		1	Box	24.00LB	0.00LB	24.00LB
EW-Low Grade-Electric Mixed B (non-data bearing)		3	Gaylord	1,620.00LB	180.00LB	1,640.00LB
EW-Non SB50-Flat Screen		11	Unit	292.00LB	135.00LB	157.00LB
EW-Other / Camera		1	Box	10.00LB	0.00LB	10.00LB
EW-Other/ Tablet		1	Box	29.00LB	2.00LB	27.00LB
EW-PC/CPU/TOWER-80% Complete w/o HDD (Non-data bearing)		28	Unit	374.00LB	40.00LB	334.00LB
EW-Printer-No breakage (Non Data Bearing)		2	Gaylord	948.00LB	110.00LB	838.00LB
EW-Printer-No breakage (Non Data Bearing)		3	Pallet	2,658.00LB	360.00LB	2,298.00LB
ML-Laptop (Incomplete) (non-data bearing)		1	Unit	10.00LB	0.00LB	10.00LB
ML-Laptop -Scrap w/ 80% component w/o HDD (non-data bearing)		1	Box	144.00LB	0.00LB	144.00LB
MT-PC Wire/Cord No Adapter/Trash wire		3	Gaylord	2,322.00LB	191.00LB	2,131.00LB
CRT Displays SubTotal		0		0.00LB		
Non CRT Displays SubTotal		0		0.00LB		
Other E Waste SubTotal		0		0.00LB		
Others SubTotal		53		7,613.00LB		
Grand Total		53.00		7,613.00LB		

Order Receiving Notes: 24P.
 24G
 4BINS

Vehicle License No.:
 WEIGHMASTER CERTIFICATE

Trailer License No.:
 License No. : 100008

ProductName	Packaging	Received Qty	Qty Base	Received Gross Weight	Received Tare Weight	Received Net Weight
-------------	-----------	--------------	----------	-----------------------	----------------------	---------------------

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Deputy Weighmaster Signature:

Marissa Juhler

From: Karen Kawelmacher
Sent: Thursday, July 28, 2022 8:57 AM
To: 'Jonathan Castaing'
Cc: Marissa Juhler
Subject: RE: Questions-CEWS-Further Confirmation of pricing
Attachments: CEWS-Revenue Total.xlsx

Importance: High

Jonathan:

Based on the responses below & the bid cost form submitted by your company, we have created an Excel Spreadsheet attached above projecting approximate revenue to the County based on quantities. Please confirm that this is the anticipated revenue your company projected to pay the County if they are awarded the contract & if this is consistent with other government agencies that you do business with.

Thank you,

Karen Kawelmacher
Lead Buyer
Yolo County Purchasing Dept.
625 Court Street Room 103
Woodland, CA 95695
Phone (530) 666-8073
e-mail: kkawelmacher@yolocounty.org

From: Jonathan Castaing <jcastaing@cewsb2b.com>
Sent: Monday, July 11, 2022 12:32 PM
To: Karen Kawelmacher <Karen.Kawelmacher@yolocounty.org>
Cc: Marissa Juhler <Marissa.Juhler@yolocounty.org>
Subject: Re: Questions-CEWS

Please find below answers :

- Please confirm the 60%/40% profit share that you describe in Section 3 of your company overview is specific only to the IT refurbishing program? This program is structured for higher value equipment(ITAD) (severs, switches, laptops, IT equipment) Once CEWS receives material and tested, value will be assessed and deemed. It is the customer discretion if they want to resell high value equipment or get paid Scraped pricing. Customers choice.
-
- In Section 3 of your company overview you use the term "logistics fee" then state "as well as recycling fees per pound against any rebates...". Is there a fee charged to the County that is not inclusive of what is listed in Exhibit B?
- No additional fees, everything is stated in the proposal for logistics fees (LBS.)
-
- The RFP required a sample report be provided so that the County could see the paperwork process followed for reporting to Cal Recycle. No report was attached. Please provide.

- Please see attached Copy of a Receiving report. Each load/pickup CEWS provides a receiving report. A report is generated with material type and weights. At the end of each fiscal year, CEWS will provide you an annual report with all figures for Cal Recycle
-
- Section 2 of your company overview states that the required sample "Certificate of Recycling" was attached. We could not find this attachment. Please provide.
- Please find attached Sample Copy of a Certificate of Recycling & Cert. Destruction Certificate
-
- The RFP required a list of all downstream vendors. No list was provided. Please provide.
- Please find attached Downstream list
-
- Please confirm that you understand for the rate of \$0.08/lb. the misc. e-waste and printers/copiers/fax machines could contain hazardous waste/universal waste (bulbs, batteries, ink cartridges, etc.) and that his rate must include CEWS cost to properly manage and recycle or dispose of these hazardous materials.
- Yes, confirmed pricing is set for .08 lb. CEWS will properly handle and provide reports for all material received
-
- How is CEWS able to provide a rebate higher than CalRecycle's
- CEWS stands behind our RFP pricing and supports Yolo County's recycling efforts. We are proud to support and partner

Regards,

Jonathan Castaing "JC"

"The greatest threat to our planet is the belief that someone else will save it" By Robert Swan

Global Business Development Manager
Corporate eWaste Solutions



Your Trusted Partner for a Sustainable Future

(888) 388-2397 | (530) 867-2525 **C.** |

333 Cliffwood Park St, Brea, CA 92821

30587 Huntwood Ave, Hayward, CA 94544

WWW.CEWSB2B.COM

CONFIDENTIALITY NOTICE: This communication and any accompanying document(s) are privileged and confidential and are intended for the sole use of the addressee(s). If you have received this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon it is strictly prohibited. If you have received this communication in error, please delete the email and its contents immediately.

From: Karen Kawelmacher

[<Karen.Kawelmacher@yolocounty.org>](mailto:Karen.Kawelmacher@yolocounty.org)

Sent: Monday, July 11, 2022 7:55 AM

To: Jonathan Castaing [<jcastaing@cewsb2b.com>](mailto:jcastaing@cewsb2b.com)

Subject: Questions-CEWS

Jonathan:

Please respond to the questions below:

- Please confirm the 60%/40% profit share that you describe in Section 3 of your company overview is specific only to the IT refurbishing program?
- In Section 3 of your company overview you use the term "logistics fee" then state "as well as recycling fees per pound against any rebates...". Is there a fee charged to the County that is not inclusive of what is listed in Exhibit B?
- The RFP required a sample report be provided so that the County could see the paperwork process followed for reporting to Cal Recycle. No report was attached. Please provide.
- Section 2 of your company overview states that the required sample "Certificate of Recycling" was attached. We could not find this attachment. Please provide.
- The RFP required a list of all downstream vendors. No list was provided. Please provide.
- Please confirm that you understand for the rate of \$0.08/lb. the misc. e-waste and printers/copiers/fax machines could contain hazardous waste/universal waste (bulbs, batteries, ink cartridges, etc.) and that his rate must include CEWS cost to properly manage and recycle or dispose of these hazardous materials.

- How is CEWS able to provide a rebate higher than CalRecycle's

Thank you,

Karen Kawelmacher

Lead Buyer

Yolo County Purchasing Dept.

625 Court Street Room 103

Woodland, CA 95695

Phone (530) 666-8073

e-mail: kkawelmacher@yolocounty.org

From: Jonathan Castaing <jcastaing@cewsb2b.com>

Sent: Tuesday, June 21, 2022 11:26 AM

To: Karen Kawelmacher <Karen.Kawelmacher@yolocounty.org>

Subject: Re: Cost form for RFP for On-Call Collection, Recycling and Reporting of Covered Electronic Waste and Please find attachments for YOLO RFP

Regards,

Jonathan Castaing "JC"

"The greatest threat to our planet is the belief that someone else will save it" By Robert Swan

Global Business Development Manager

Corporate eWaste Solutions



Your Trusted Partner for a Sustainable Future

(888) 388-2397 | (530) 867-2525 **C.** |

333 Cliffwood Park St, Brea, CA 92821

3602 Munster ST, Building 4, Units F-G, Hayward, CA 94545

WWW.CEWSB2B.COM

CONFIDENTIALITY NOTICE This communication and any accompanying document(s) are privileged and confidential and are intended for the sole use of the addressee(s). If you have received this transmission in error you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon it is strictly prohibited. If you have received this communication in error, please delete the email and its contents immediately.

kkawelmacher@yolocounty.org

[THIS EMAIL ORIGINATED FROM OUTSIDE YOLO COUNTY. PLEASE USE CAUTION AND VALIDATE THE AUTHENTICITY OF THE EMAIL PRIOR TO CLICKING ANY LINKS OR PROVIDING ANY INFORMATION. IF YOU ARE UNSURE, PLEASE CONTACT THE HELPDESK (x5000) FOR ASSISTANCE]

[THIS EMAIL ORIGINATED FROM OUTSIDE YOLO COUNTY. PLEASE USE CAUTION AND VALIDATE THE AUTHENTICITY OF THE EMAIL PRIOR TO CLICKING ANY LINKS OR PROVIDING ANY INFORMATION. IF YOU ARE UNSURE, PLEASE CONTACT THE HELPDESK (x5000) FOR ASSISTANCE]

From: Karen Kawelmacher

<Karen.Kawelmacher@yolocounty.org>

Sent: Tuesday, June 21, 2022 11:21 AM

To: Jonathan Castaing <jcastaing@cewsb2b.com>

Subject: Cost form for RFP for On-Call Collection, Recycling and Reporting of Covered Electronic Waste and Jonathan:

Please send your cost form in excel format as soon as possible.

Thank you,

Karen Kawelmacher

Lead Buyer

Yolo County Purchasing Dept.

625 Court Street Room 103

Woodland, CA 95695

Phone (530) 666-8073

e-mail:

Yolo County Electronic Waste Recycling Agreement **EXHIBIT C - Page 1 of 3**

YCCL - Yolo County Central Landfill (44090 County Road 28H, Woodland, CA 95776)

Effective 9/1/22

	CRTs	Rear Projection TVs	*Flat Screens	PCs, Servers, Harddrives	Cell Phones
(YCCL) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51	\$ 3.96

	*Misc. E-Waste	Solar Panels	Printers/Copiers/Fax Machines	*Medical Waste	Microwaves
(YCCL) COST per lb.	\$ 0.08	\$ 0.29	\$ 0.08	\$ 0.08	\$ 0.01

(YCCL) Transportation

(1) 53-foot for CEWs	COST per HAUL	\$ 550.00
(1) 53-foot for all other e-waste	COST per HAUL	\$ 950.00

*Flatscreens include laptops, LCDs, Plasma, Kindles, iPads, and any other device with a screen greater than 4 inches

*MISC E-WASTE - Yolo County commingles all remaining electronic waste not specifically identified above and includes but is not limited to DLPs, PCs, stripped PCs, small household appliances (toasters, blenders, vacuums), etc. Misc. electronics may contain embedded ink cartridges, bulbs, batteries, etc. and should be included in the price per

* Medical Waste does NOT include items with biohazard labels or radioactive labels. This category includes blood pressure monitors, breast pumps, centrifuges, microscopes, incubators, laboratory equipment with CRT display screens, lasers, scientific measuring

Yolo County Electronic Waste Recycling Agreement

ECC - Esparto Convenience Center (27075 county Road 19A, Esparto, CA 95627)

Effective 9/1/22

	CRTs	Rear Projection TVs	Flat Screens	PCs, Servers, Harddrives
(ECC) REBATE per lb.	\$ 0.55	\$ 0.39	\$ 0.59	\$ 0.51

	Misc. E-Waste
(ECC) COST per lb.	\$ 0.08

(ECC) Transportation (1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
--	------------------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or other weather rolling proof totes provided by CONTRACTOR. CONTRACTOR must also provide 40-yard roll top covered bin or 26-foot covered sea container for storage of electronics. Please include cost of this CONTRACTOR provided equipment in per lb. rates. Due to storage limitations, this site also commingles CEWs with Misc. E-Waste into CONTRACTOR provided cages/totes.

Yolo County Electronic Waste Recycling Agreement

Yolo County Information Technology Department (120 W. Main Street, Woodland, CA 95695)

Effective 9/1/22

	CRTs	Flat Screens	PCs, Servers, Harddrives	Refurbished/Resale
(IT) REBATE per lb.	\$ 0.55	\$ 0.59	\$ 0.51	60%-40% split profit

	*Misc. E-Waste	Harddrive Destruction w/ Certification
(IT) COST	\$ 0.08 per lb.	\$ 6.50 per unit

(IT) Transportation (1) box truck loading of bins/cages	COST per PICKUP	\$ 179.99
---	------------------------	-----------

*Misc. E-Waste at this site requires the use of rolling cages or gaylord boxes and pallets provided by CONTRACTOR. Please include cost of this CONTRACTOR provided equipment in per lb. rates. This site will only have office electronics such as phones, keyboard, hard drives, printer, etc. in the misc. e-waste bin. All CEWs will be in separate totes.

EXHIBIT D

List of Accepted Electronic Waste:

This list is not exhaustive rather provides general examples of what to expect in each type of collection container.

CEWs

- CRT (Cathode Ray Tube) Monitors & TVs
- LCD (Liquid Crystal Display) Monitors & TVs
- Plasma Televisions
- Projection Televisions
- Laptop PCs
- Portable DVD Players
- Electronic Units with 4" Screen or Larger

PCs, Servers, Hard Drives

- Desktop PCs
- Network Equipment/Servers
- Main Frame Computers
- Hard Drives

Printers, Copiers, Fax Machines

- Copiers Printers
- Fax Machines
- Laser Scanners
- Multi-Function Devices

Miscellaneous Electronics

- VCRs, DVD and CD players
- DLP TVs
- Computer Peripherals (Ex. keyboards, mice, speakers, etc.)
- Telephones, Telecom Equipment
- Digital Cameras, iPod, MP3 Players
- Hair Dryer, Rollers, Curling Iron,
- Stereo Equipment, Boom Boxes, Record Players
- Cash Registers, Calculators, Paper Shredders
- Cable Boxes/Receivers, Modems, Router, Power Supply/Backup Units (UPS)
- Video Game Consoles
- Small Appliances (Ex. vacuums, fans, clocks, coffee pots, electric can openers, rice cookers, typewriters, etc.)

Medical Equipment - Must be decontaminated and shall not include biohazard or radioactive labels

- Blood Pressure Monitors,
- Breast Pumps
- Centrifuges and Microscopes
- Incubators
- Laboratory Electronic Equipment with CRT display screens
- Lasers
- Scientific Measuring Equipment

Cell Phones – Collected Separately

Microwaves – Collected Separately