

Supreme Computer & Electronic Recycling, Inc.

"Recycling Solutions for the Digital World."

1955 Swarthmore Ave , Units 4-5 Lakewood, NJ 08701

Voice: 732-370-4100 ** Fax: 732-370-5116

February 9, 2007

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130

Re: RFQ ERCYCL07
Recycling Proposal for West Virginia

To Mrs. Betty Francisco:

It has been a pleasure to prepare this response to the above referenced bid. Please find attached Proposal prepared by Supreme Computer & Electronic Recycling, Inc. for recycling services for outdated and obsolete electronic equipment.

In response to the particulars of ERCYCL07, we offer the following:

Supreme Computer & Electronic Recycling, Inc. has read and is in agreement with ERCYCL07 issued by the State of West Virginia.

Supreme Computer & Electronic Recycling, Inc. has read and is in agreement with your addendum and all of the attachments.

We intend to perform this task from our Richmond, Virginia location under our affiliate's name of Advanced Technologies, Inc.

As specified in the RFQ, Gene Santana, from our office, attended the Pre-Bid meeting on January 31, 2007.

Supreme Computer & Electronic Recycling, Inc. is including a copy of our Facility Audit for our Lakewood, New Jersey location. The Audit package includes our license numbers, permit numbers, insurance summaries, pollution liability, end markets and overall thumbnail of our operations. We do all of our own transportation

in our own trucks with our own drivers. All our trucks are equipped with GPS systems and are tracked in our office. Supreme maintains a fleet of box trucks, tractor trailers, containers and roll offs to support any type of job you require.

We are also including an e-waste recycler questionnaire that will be helpful to you in making an educated selection of an electronic recycler.

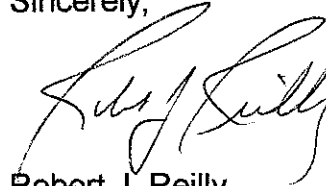
Please find attached the following items:

1. RFQ ERCYCL07 – Addendum 1,
2. The completed Pricing Information Page, dated January 18, 2007,
3. Completed and executed Form WV-96,
4. Completed and executed No Debt Affidavit,
5. Supreme Computer & Electronic Recycling, Inc. Audit Package,
6. E-Waste Questionnaire.

Our Audit package contains end markets that are stamped confidential. We have provided this information to you for your review. However, we would appreciate that this confidential information be kept confidential and not published on your website. The remainder of Audit Package can be published on your website. Thank you for your consideration.

Should you have any questions or need any additional information on any item submitted feel free to contact us at your earliest convenience.

Sincerely,



Robert J. Reilly
Marketing Director

cc: Albert Boufarah, Owner

Vendor: <i>Supreme Computer & Electronic Supply, Inc.</i>	Spending Unit:
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Requisition No.: *RFO ERCYCL 07*

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 ✓
- No. 2 ✓
- No. 3 ✓
- No. 4 ✓
- No. 5 ✓

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

[Signature]
Signature

Supreme Computer & Electronic Supply, Inc.
Company

Feb. 9 2007
Date

ERCYCL07
Pricing/Information Sheet
Please Print or Type the Requested Information

Price per pound for recycling all used electronic equipment: \$ 0.07 /lb

OR \$ 500.⁰⁰ Minimum Pick up Charge

Type of Electronic Equipment	Estimated # Pounds	Cost Per Pound	Total
Monitors	10,000	\$ 0.07	\$ 700. ⁰⁰
CPU	25,000	\$ 0.07	\$ 1750. ⁰⁰
Televisions	2,000	\$ 0.07	\$ 140. ⁰⁰
Copiers	5,000	\$ 0.07	\$ 350. ⁰⁰
Misc	15,000	\$ 0.07	\$ 1050. ⁰⁰
		Cost Per Each	Total
Fluorescent Bulbs	1,000	\$ 0.20 EA.	\$ 200. ⁰⁰
4 feet of Less	1,000	\$ 0.20 EA.	\$ 200. ⁰⁰
More than 4 feet	1,000	\$ 0.40 EA.	\$ 400. ⁰⁰
HID Bulbs	1,000	\$ 0.70 EA.	\$ 700. ⁰⁰
Circular Bulbs	1,000	\$ 0.25 EA.	\$ 250. ⁰⁰
Destruction of Hard Drives	500	\$ 1. ⁰⁰ EA.	\$ 500. ⁰⁰

Note: The prices entered shall be the entire cost to be charged for the recycling service. Price quoted must include vendor picking up equipment at any location within the State of West Virginia.

Contract Coordinator:

Name: Bob Reilly

Telephone: 732-370-4100

Fax Number: 732-370-5116

Email: RREILLY@SupremeRecycling.Com

Vendor Certification:

By signing below, I hereby certify that if awarded this contract, all equipment shall be recycled.

Signature: K. P. Reilly

Title: Marketing Director

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Apex Computer - Electronic Supply, Inc.

Signed: [Signature]

Title: Marketing Director

Date: Feb. 12, 2007

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Supreme Computer & Electronic Recycling, Inc

Authorized Signature: [Signature] Date: Feb. 12, 2007



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
ERCYCL07

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BETTY FRANCISCO
 304-558-0468**

RFQ COPY
 TYPE NAME/ADDRESS HERE

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2007				

BID OPENING DATE: **02/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO.2***** 1. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1. ERCYCL07 REVISED SPECIFICATIONS (5 PAGES) 2. ERCYCL07 PRICING/INFORMATION SHEET (1 PAGE) 3. QUESTIONS AND ANSWERS (2 PAGES) 4. ADDENDUM ACKNOWLEDGEMENT (1 PAGE) *****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Kelly</i>	TELEPHONE 732- 330 370-4100	DATE Feb. 14, 2007
TITLE <i>Mortality Director</i>	FEIN 51-0429982	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

ERCYCL07 Specifications

The State of West Virginia is soliciting bids to establish a statewide contract for the services of a contractor to pick up and **recycle** used electronic equipment, (or any part thereof) such as computer CPU, monitor, copiers, televisions, etc. The resulting contract may be used by all West Virginia State Agencies and political subdivisions in all 55 counties.

Successful vendor shall be expressly forbidden to send any electronic equipment obtained through this contract to a landfill. Prior to any contract award, vendor shall certify they are recycling this equipment.

Prior to any award, bidder must certify they are a qualified recycler of electronic equipment.

Notice – Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be conducted on Wednesday, January 31, 2007 at 10:30 a.m. in the Capitol Complex/Purchasing Division (Building 15) conference room located at 2019 Washington Street, East, Charleston, West Virginia 25311. All interested bidders must be present in person. Failure to attend the pre-bid conference shall disqualify a bidder from bidding on this contract. No one person can represent more than one bidder.

Successful vendor must pick up the all materials within thirty (30) days after such request is received. Within one week after receiving such request for pick up, successful vendor will notify the requesting agency of the approximate date (within 30 days) that the equipment will be removed. This is a mandatory requirement of the request for quotation. If there are any delays for any reason, each agency must be notified in writing and approve the new pick up date. This can be done via fax or e-mail.

Agency will make every attempt to have all material to be picked up in a central location; however, in some areas, this cannot be done. Vendor is responsible for supplying all labor to remove all equipment and material.

When the items are picked up, the Contractor must provide a certificate that indicates the total weight of the equipment and certify that this equipment will be recycled rather than being sent to a landfill within 2 business days. Must include location of pickup, date of pickup, WV39 (Release Order) and total weight. NOTE: some equipment may have the hard drives removed and/or made useless in order to assure no unauthorized use of data. If requested in writing, the successful vendor must shred any hard drive left in the computer (at the cost bid for this service on the pricing sheet). The pick-up authorization must indicate if the hard drive is in the computer and if destruction of the same is required,

ERCYCL07 Specifications

stating serial number, make and model. Contractor shall issue a destruction certificate on all such hard drives that are required to be destroyed, listing date, serial numbers, make, model, and disposing agency.

West Virginia agencies **must have an approved retirement document** from the Manager of the West Virginia Surplus Property Division prior to making the request to the recycling contractor to pickup any used computer equipment and monitors, or any other equipment disposed of through this contract.

Pricing

The attached pricing sheet shall be completed and returned prior to the bid opening date. A rate based upon a price per pound for electronic products listed must be entered on the pricing/information page. The rate entered on the pricing page shall cover all vendor costs, including transportation, salaries, taxes, insurance. No additional fees shall be allowed. If possible, please type the pricing page.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EST) on Tuesday, January 30, 2007. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention Betty Francisco
2019 Washington Street, East
Charleston, WV 25305
304-558-4115 - FAX
bfrancisco@wvadmin.gov – E-mail

It is the bidder's responsibility to verify that questions have been received by the purchasing division. You may call 304-558-0468 or 304-558-7023 to verify receipt of the questions. After that date, only bid submission questions shall be answered.

Reports

Successful vendor shall provide six-month and annual reports showing the quantities of items picked up, dollar value and agencies (including political subdivisions) which have used this contract. Report shall simply provide a list of users and the grand total of use under the statewide contract.

Special Terms and Conditions

Business Certificate:

Vendor shall provide proof of their authorization to recycle electronic equipment.

Transmitted letter

ERCYCL07 Specifications

Insurance Requirements:

The successful vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Vendor shall provide proof of insurance coverage prior to any contract award. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- a. For bodily injury (including death): five hundred thousand dollars (\$500,000) per person up to one million dollars (\$1,000,000) per occurrence.
- b. For property damage liability: Up to one million dollars (\$1,000,000) per occurrence.

Affidavit:

West Virginia State Code §5A-3-10a(3)(d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia. This form is included in this request for quotation. It is preferred that this form be signed and returned with the bid. A contract shall not be issued prior to receipt of this affidavit.

Agreement Addendum – Form WV-96

The vendor shall sign this Agreement Addendum to assure the State of West Virginia that if there should be any conflict between the vendor's terms and conditions and the State Code of West Virginia – the State code and laws of West Virginia shall prevail. The signature shall be affixed to the WV-96 and shall be signed by the same individual signing the request for quotation. (See attached WV-96).

Confidentiality

Successful vendor must acknowledge and comply with agency confidentiality on all information.

Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by vendor. The vendor shall maintain such records a minimum of (5) years and make available all records to West Virginia Agencies at vendor's location during normal business hours upon written request by State Agency within ten (10) days after receipt of the request.

ERCYCL07 Specifications

General Terms and Conditions

Conflict of Interest

Vendor Affirms that it, its, officers or members or employees presently have no interest and will not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor will periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered will be promptly presented in detail to the Agency.

Prohibition Against Gratuities

Vendor Warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State will have the right to annul this contract without liability at its discretion, and/or pursue any other remedies available under this contract or by law.

Vendor Relationship

The relationship of the vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

The vendor will be responsible for selecting, supervising and compensating any and all individuals employed. Neither the vendor nor any employees or contractors of the vendor will be deemed to be employees of the State for any purposes whatsoever.

The vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Worker's Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the

ERCYCL07 Specifications

foregoing payment, withholding, contributions, taxes, social security taxes, and employer's income tax returns.

The vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

Indemnification

The vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: 1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; 2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; 3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

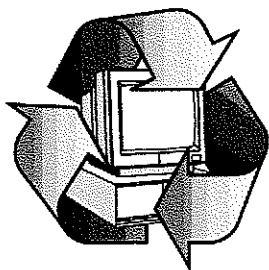
Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal, along with all regulations, and ordinances of any regulating body.

The vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.



Supreme Computer & Electronic Recycling, Inc.

*1955 Swarthmore Avenue
Lakewood, New Jersey 08701
Phone 732-370-4100 Fax 732-370-5116*

FACILITY AUDIT PACKAGE

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General Facility Information

Facility Name: Supreme Computer & Electronic Recycling, Inc.

Address: 1955 Swarthmore Ave, Lakewood NJ 08701

Telephone: (732) 370-4100

Fax: (732) 370-5116

Website: <http://www.supremerecycling.com>

Site Management:

Albert Boufarah
Mitch Runko
Robert Brown

President
Director of Operations
Facility Manager

Property ownership: Advantage Properties LLC
1915 Swarthmore Ave.
Lakewood, NJ 08701

Facility Size: 20,000 sq. ft.

Hour of Operations: Monday-Friday; 24 hours

Number of Employees: Approximately 100

Surrounding Area: Industrial Park

Nearest Sensitive Receptors:

School: < 2 mile (Brick Township Memorial High)
Hospital: < 2 mile (Ocean Medical Center)

Security: The facility is electronically monitored for fire and security during on-business hours. A security guard is on-site during operating hours.

Nearest Surface Water: Metedeconk River <3 miles

Nearest Public Drinking Water: Manasquan Res <10 miles

Regulatory Agency Contact

Permit/#	Agency	Contact	Phone #
EPA ID NJR000035444	USEPA Region II	Jack Hoyt	(212)637 4106
Class D Universal Waste CDG050001	NJ DEP	Dawn Higgins	(609)984-6650

New Jersey Department of Environmental Protection's regulation requires that our Facility be audited on a monthly basis by the Ocean County, Division of Solid Waste Management, Department of Health and the NJDEP Bureau of Hazardous Waste Compliance Enforcement.
Contact: Ocean County Health Department: Matthew Csik - (732)341-9700
Contact: NJDEP Enforcement: Brian Richardson—(609)588-3879

New York State Department of Environmental Conservation requires that Electronic Equipment recyclers doing business in NYS must file a C7 Notification. Follow link below to the NYS DEC website for the list.

<http://www.dec.state.ny.us/website/dshh/hzwstman/dismantl.htm>



State of New Jersey

Department of Environmental Protection

Richard J. Codey
governor

Bradley M. Campbell
Commissioner

Solid & Hazardous Waste Program
P.O. Box 414 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 984-5950 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS D RECYCLABLE MATERIALS FOR CONSUMER ELECTRONICS,
FLUORESCENT LAMPS, BATTERIES, AND NON-PCB BALLASTS**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

Supreme Computer & Electronic Recyclers, Inc.

Facility Type: Recycling Center for Class D Universal Waste
Lot & Block Nos.: Block 1607, Lot 2
Municipality: Lakewood Township
County: Ocean
Facility ID No.: 132552
Permit No.: CDG050001

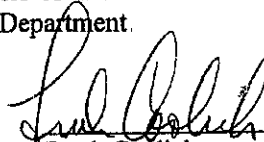
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

October 25, 2004
Issuance Date

November 23, 2005
Modification Date

September 30, 2007
Expiration Date



Frank Coolick
Administrator
Solid & Hazardous Waste Program

*New Jersey is an Equal Opportunity Employer
Recycled Paper*



**ACKNOWLEDGEMENT OF NOTIFICATION
OF
HAZARDOUS WASTE ACTIVITY**

07/10/00

This is to acknowledge that you have filed a **Notification of Hazardous Waste Activity** for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

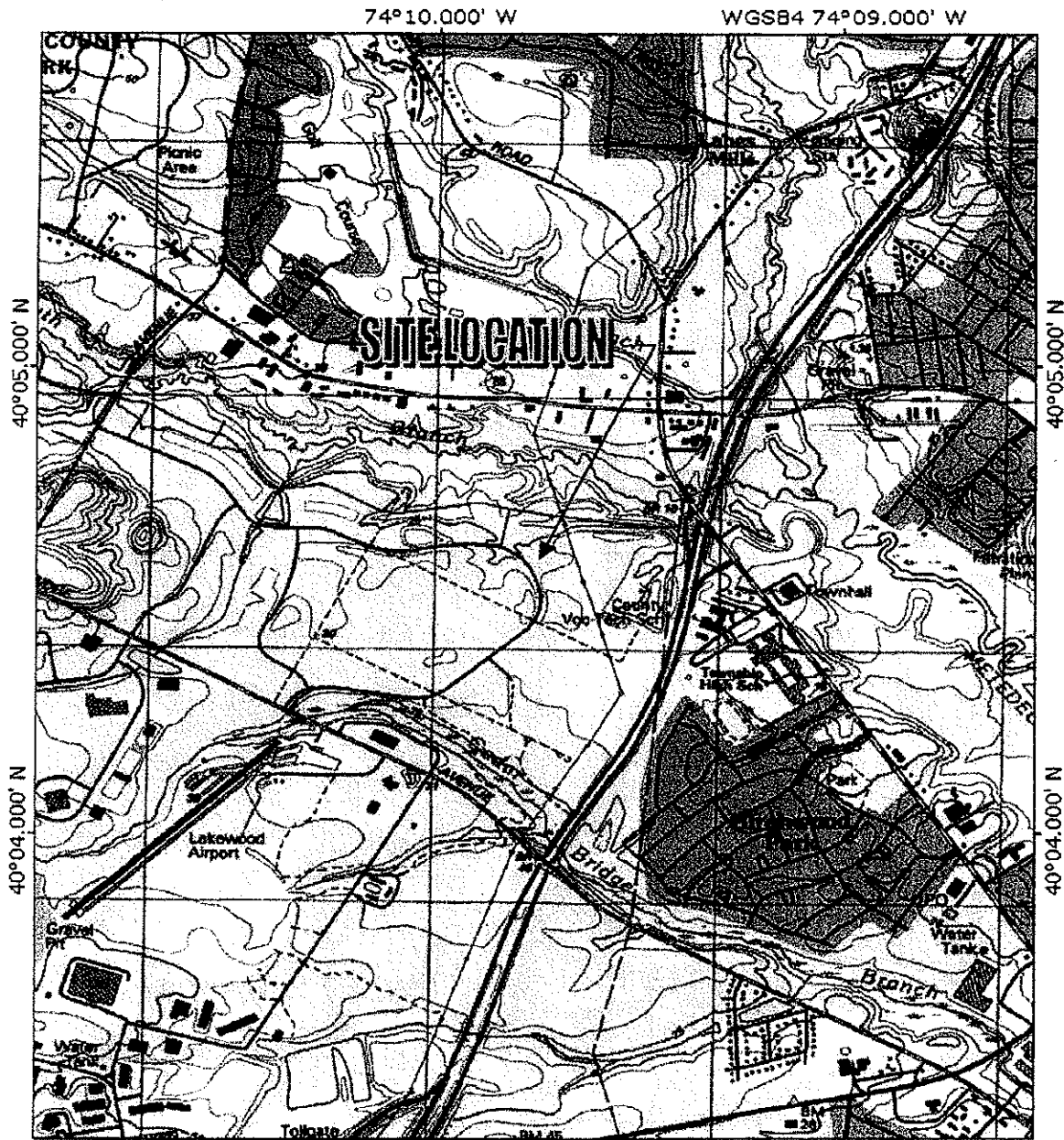
EPA I.D. NUMBER	→	NJR000035444
INSTALLATION NAME	→	SUPREME COMPUTER WHOLESALE INC
INSTALLATION ADDRESS	→	1955 SWARTHMORE AVE UNIT 4 & 5 LAKEWOOD, NJ 08701
MAILING ADDRESS	→	1955 SWARTHMORE AVE UNIT 4 & 5 LAKEWOOD, NJ 08701

EPA Form 8700-12AB (4-80)

**USEPA - REGION 2
RCRA Programs Branch
290 Broadway, 22nd Floor
New York, NY 10007-1866**

**ATTN: JACK HOYT
Tel : (212) 637-4106
Fax: (212) 637-4949**

**TO: SUPREME COMPUTER WHOLESALE INC or Current Occupant
ATTN: BOUFARAH, ALBERT - OWNER
1955 SWARTHMORE AVE UNIT 4 & 5
LAKEWOOD, NJ 08701**



MN
13°

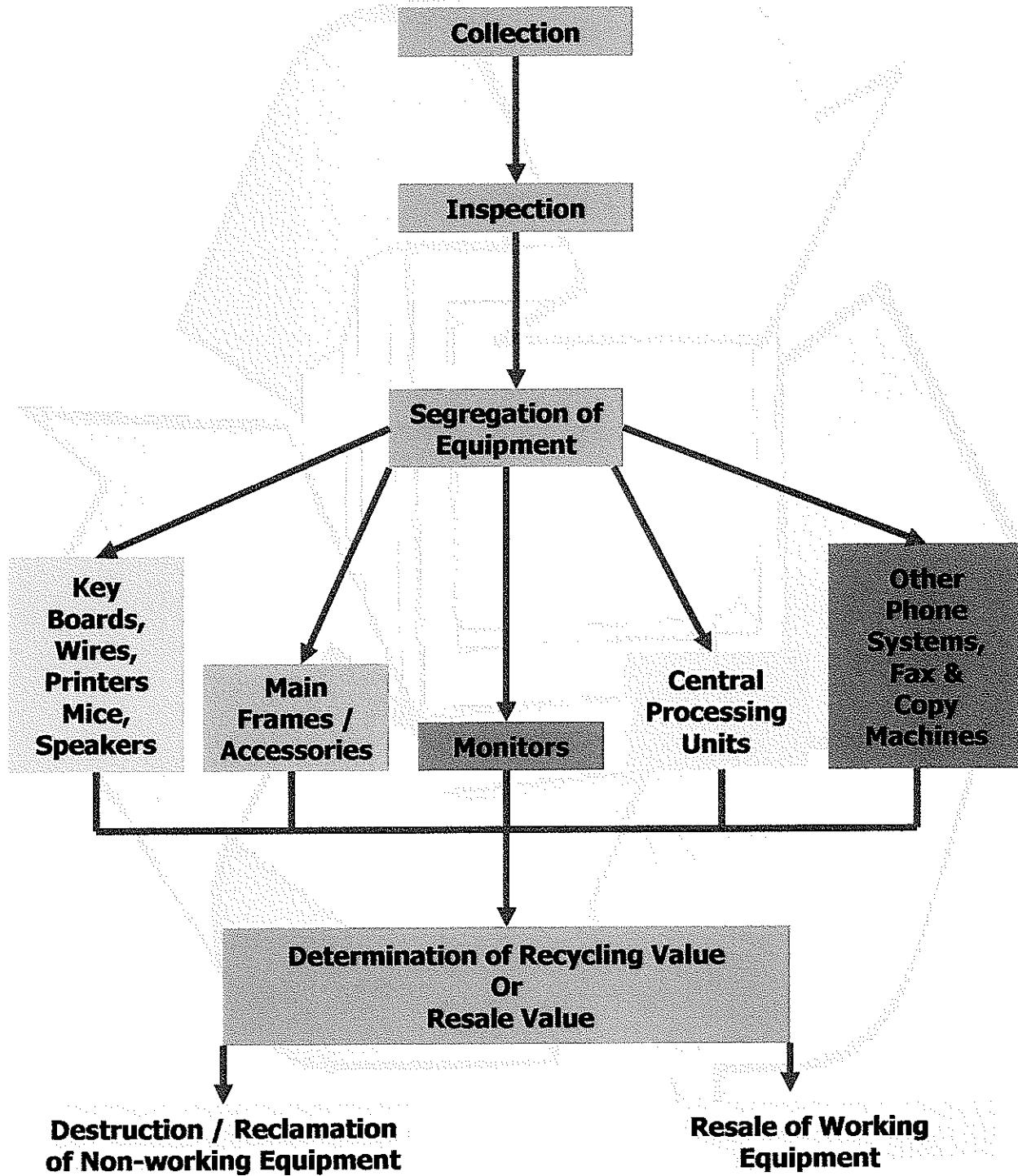
74°10.000' W WGS84 74°09.000' W
 0 1000 FEET 0 500 1000 METERS
 Printed from TOPOI ©2000 National Geographic Holdings (www.topo.com)

FIGURE 1 - USGS LOCATION MAP

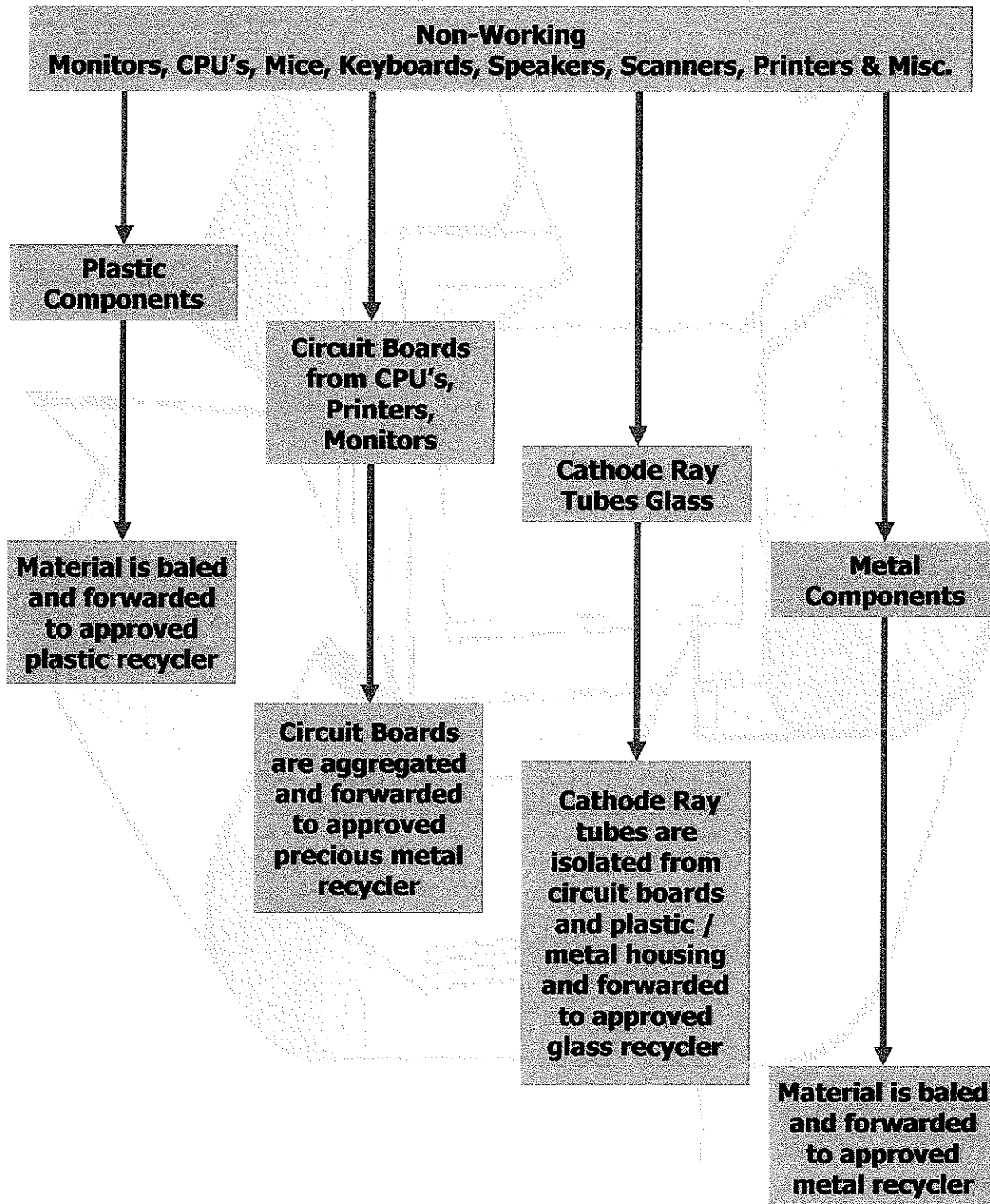
Gene Santana, PE
 Project No. 2002-10
 Scale 1" = 2000'

**NJDEP CLASS D RECYCLING GENERAL APPROVAL PERMIT
 SUPREME COMPUTER AND ELECTRONIC RECYCLERS, INC.
 1955 SWARTHMORE AVENUE, SUITES 3, 4 & 5
 BLOCK 1607, LOT 2 LAKEWOOD TOWNSHIP
 OCEAN COUNTY, NEW JERSEY**

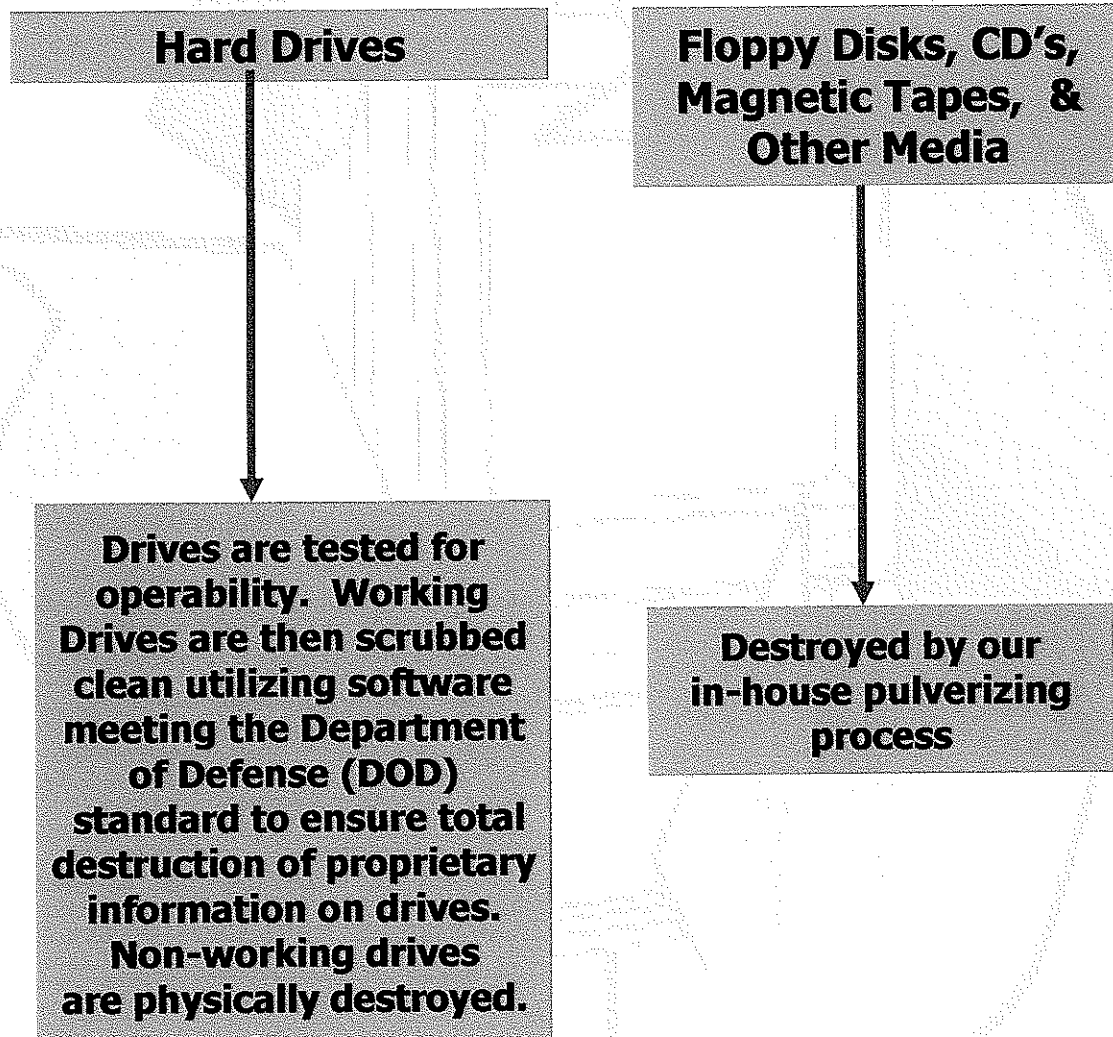
MATERIAL FLOW PROCESS



DEMANUFACTURING PROCESS



MEDIA TESTING AND DESTRUCTION



Supreme Computer & Electronic Recycling, Inc.

4239

1955 Swarthmore Ave. * Units 4-5 * Lakewood, NJ 08701

Phone: (732) 370-4100 Fax: (732) 370-5116

www.supremerecycling.com

**Certificate of Recycling / Destruction
Incoming Material Specification Sheet**

NJDEP Permit # CDG030001 * EPA ID # NJR000035444

New Jersey Department of Environmental Protection

Division of Solid and Hazardous Waste

Trenton, NJ 08625

Supreme Computer & Electronic Recycling, Inc. assumed ownership, possession, title and control of the materials listed in Section Two of this Certificate. Additionally, Supreme Computer & Electronic Recycling, Inc. assumes risk of loss, and all other incidents of ownership transferred from the customer and vested in Supreme Computer & Electronic Recycling, Inc. for any property agreed to be handled and/or processed at any Supreme Computer & Electronic Recycling facility. This document certifies that the material identified and/or attached within this certification was received from the generator named below and has been processed and recycled, destroyed or displaced in an environmentally correct manner that is in accordance with all local, state, and federal regulations.

Section One: Generator Information

Date Received: _____
Generator: _____
Contact: _____
Phone Number: _____
Address: _____

SAMPLE

Section Two: Materials Received

Computers _____ Lbs./Pcs. **Total Weight** _____
Monitors _____ Lbs./Pcs. **Total Pieces** _____
Tv's _____ Lbs./Pcs.
Misc. _____ Lbs./Pcs.

Do Not Write Below This Line - Office Use Only

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/8/2006

PRODUCER
ABC INSURANCE
3112 Bridge Avenue
Pt. Pleasant, NJ 08742
732-899-2121

INSURED Supreme Computer Recycling, Inc.

1955 Swarthmore Avenue - Unit 4/5
Lakewood, NJ 08701
3704100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Franklin Mutual	
INSURER B:	National Continental	
INSURER C:	Empire Fire & Marine	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR	ASPL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	SBP 2436720	3/27/06	3/27/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	9940455	8/17/06	8/17/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCP 2716934	3/26/06	3/26/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is also additional insured

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

ACORD25(2001/08)

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
4/06/06

PRODUCER Acordia 7 Giralda Farms, 2nd Floor Madison, NJ 07940	973 437 2300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Lexington Insurance COMPANY B COMPANY C COMPANY D
INSURED Supreme Computer & Electronic Recycling 1955 Swarthmore Avenue Lakewood NJ 08701		

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	EG 6439327	3/01/06	3/01/07	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.	2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERS. & ADV. INJURY	1000000
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				EACH OCCURRENCE	1000000
					FIRE DAMAGE (Own Fire)	1000000
					MED EXP (Any one person)	10000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT	
	<input type="checkbox"/> INCL				DISEASE-POLICY LIMIT	
	<input type="checkbox"/> EXCL				DISEASE-EACH EMPL.	
A	OTHER Pollution Liability	EG 6439327	3/01/06	3/01/07	\$5 000,000	

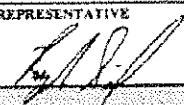
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ENVIRONMENTAL, HEALTH AND SAFETY POLICIES

I. FIRE EMERGENCIES

- A. In case of fire or other emergency, call 911.
- B. Employees are not required to fight fires on company property. Unless item C below applies.
- C. Employees may use fire extinguishers on small fires in the incipient stage. They should be confident of their ability to cope with the hazards of a fire. They should terminate firefighting efforts when it has become obvious that there is danger of harm from smoke, heat or flames.
- D. Large fires must be left to Municipal Fire Department personnel who are properly trained and equipped with the necessary protective clothing and equipment.
- E. Emergency exit plans are located at the front, back and both sides of the warehouse as well as the front office and will be kept on file with these policies as Attachment A.

II. EMPLOYEE SAFETY

- F. All employees are required to wear OSHA certified steel toed boots and work gloves while working on jobs where this equipment has been determined to be required for safety purposes.
- G. Employees should not lift objects over 80 lbs. without help from other employees.
- H. No employee will be forced to do any job that may be harmful to him/her self or anyone else that might be involved in said job.
- I. All employees are required to immediately report any accident that happens during the workday to their immediate supervisor no matter how large or small.
- J. Accident reports can be found in the front office and one will also be filed with these policies as Attachment B.
- K. First Aid kits are located at the front, back and both sides of the warehouse as well as the front office.
- L. For serious injury certified caregivers can be contacted via 911 or employees can be taken to the nearest medical facility treatment, unless item H below applies.
- M. For head or neck trauma employees must not be moved. CALL 911 IMMEDIATELY.
- N. While on jobs off the premises of Supreme Computer & Electronic Recycling, Inc. all employees are still required to follow guidelines set forth in this instruction.
- O. First Aid kits must be brought to jobs off of Supreme Computer & Electronic Recycling, Inc. property unless the job is at an approved facility where First Aid kits are made readily available by an outside source.

III. ENVIRONMENTAL POLICY

- P. Supreme Computer & Electronic Recycling, Inc. operates in accordance with all EPA and NJDEP mandates and regulations.
- Q. All monitors (CRTs), batteries, mercury switches, capacitors containing PCB's, cadmium containing plastics are handled according to N.J.S.A. 13:ID-9l. and m., N.J.S.A. 13:IE-1 et seq. known as the Solid Waste Management Act.
- R. Supreme Computer & Electronic Recycling, Inc., does not use any hazardous materials or chemicals that if handled improperly could cause harm to the environment, except for those mentioned in item B above.

- S. Any employee of Supreme Computer & Electronic Recycling, Inc. that is found handling said waste in a manner that is not consistent with the aforementioned regulations will be fined and reprimanded accordingly.
- T. Supreme Computer & Electronic Recycling, Inc., employs a NO landfill policy at all of our locations for all equipment processed.
- U. Supreme Computer & Electronic Recycling, Inc. maintains a written Safety Program document that addresses General Industry Safety concerns. This document is located at the Lakewood, NJ facility and is available for inspection by appointment.

Closure Plan

Supreme is located at 1955 Swarthmore Ave, Lakewood NJ, 07801. The facility specializes in the recycling of electronic equipment. The facility is permitted to have 1886.38 tons of electronics onsite. There will not be a partial closure of the facility. It anticipated that the operations of the facility will be conducted indefinitely. Minor change may occur in the operations, but would not affect the scope of the plan. In the event of closure of the facility, the following procedures will be implemented.

- 1) No New Shipments of equipment.**
- 2) Identify and record quantities of materials still in possession.**
- 3) Contract with end market users for the disposal of remaining materials in stock.**
- 4) Make all final sales and/or disposal drop-offs.**
- 5) Close out facility with no remaining stock.**
- 6) Notify EPA, NJDEP and the Ocean County District Solid Waste Management Coordinator that Supreme has abandoned its operations.**