King County

Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, 8th Floor, EXC-FI-0862
821 Second Avenue,
Seattle, WA 98104-1598
(206) 684-1681

PURCHASE ORDER
NO. B17964B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE	DELIVERY DATE	BID NUMBER	REQUISITION NUMBER
06/01/06		WA ST	0379250

VENDOR NAME AND ADDRESS — VENDOR NO. 115896

ECOLIGHTS NORTHWEST
PO BOX 94291

SEATTLE WA 98124

BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED

VARIOUS K.C. DEPARTMENTS, DIVISIONS &
AGENCIES THROUGHOUT KING COUNTY
VARIOUS CITIES WA 98000

CONTACT / TEL. NO.	TERMS	F.O.B. POINT	SHIP VIA
CRAIG LORCH 206/343-1247	NET 30 DAYS	DESTINATION	

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM SERVICE AGREEMENT RECYCLING SERVICES ELECTRONICS RECYLING SERVICES TERMS: CHANGE ORDER #2 (02/15/07) *** THIS CHANGE ORDER IS ISSUED TO ADD SPENT LIGHTING TO THE EXISTING CONTRACT PER WASHINGTON STATE CONTRACT 11601. *** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK: ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT
	B17964B	0000	53890				

SUB TOTAL	
W.S.S.T.	
FREIGHT	
TOTAL	

P.I.R.	AFF	A.A.W.	M.W.B.W.
1107	1107		

BUC 010-1-H1 (Rev 7/00)

BUYER MICHELLE POSTE BY

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH BY

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

King County

Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, 8th Floor, EXC-FI-0862
821 Second Avenue,
Seattle, WA 98104-1598
(206) 684-1681

PURCHASE ORDER NO. B17964B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE	DELIVERY DATE	BID NUMBER	REQUISITION NUMBER
06/01/06		WA ST	0379250

VENDOR NAME AND ADDRESS — VENDOR NO. 115896

ECOLIGHTS NORTHWEST
PO BOX 94291

SEATTLE WA 98124

BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED

VARIOUS K.C. DEPARTMENTS, DIVISIONS & AGENCIES THROUGHOUT KING COUNTY
VARIOUS CITIES WA 98000

CONTACT / TEL. NO.	TERMS	F.O.B. POINT	SHIP VIA
~~CRAIG LORCH~~ 206/343-1247	~~NET 30 DAYS~~	DESTINATION	

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM SERVICE AGREEMENT RECYCLING SERVICES ELECTRONICS RECYLING SERVICES TERMS: CHANGE ORDER #1 (12/29/06) *** THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FURNISHING ELECTRONICS RECYCLING SERVICES AS REQUESTED BY VARIOUS KING COUNTY DEPARTEMENTS, DIVISIONS AND AGENCIES DURING THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 5, 2007. *** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. *** ESTIMATED ANNUAL CONTRACT VALUE NTE $50,000.00		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK: ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT
	B17964B	0000	53890				

SUB TOTAL	
W.S.S.T.	
FREIGHT	
TOTAL	

P.L.B.	A.F.F.	A.A.W.	M.W.B.W.
1107	1107		

BUC 010-1-H1 (Rev 7/00)

BUYER MICHELLE POSTE

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH

BY K. Hellard

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

King County

Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, 8th Floor, EXC-FI-0862
821 Second Avenue,
Seattle, WA 98104-1598
(206) 684-1681

PURCHASE ORDER NO. B17964B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE	DELIVERY DATE	BID NUMBER	REQUISITION NUMBER
06/01/06		WA ST	0379250

VENDOR NAME AND ADDRESS — VENDOR NO. 115896

ECOLIGHTS NORTHWEST
PO BOX 94291

SEATTLE WA 98124

BILL TO IN DUPLICATE SHIP TO ADDRESS UNLESS OTHERWISE NOTED

VARIOUS K.C. DEPARTMENTS, DIVISIONS & AGENCIES THROUGHOUT KING COUNTY
VARIOUS CITIES WA 98000

CONTACT / TEL. NO.	TERMS	F.O.B. POINT	SHIP VIA
CRAIG LORCH 206/343-1247	NET 30 DAYS	DESTINATION	

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			TERM SERVICE AGREEMENT RECYCLING SERVICES ELECTRONICS RECYLING SERVICES TERMS: FURNISH ELECTRONICS RECYCLING SERVICE AS REQUESTED BY VARIOUS KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES DURING THE PERIOD JUNE 1, 2006 THROUGH DECEMBER 31, 2006, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT 11601, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. *** ESTIMATED ANNUAL CONTRACT VALUE NTE $50,000.00		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK: ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT
	B17964B	0000	53890				

SUB TOTAL	
W.S.S.T.	
FREIGHT	
TOTAL	

B.L.S.	ACC.	A.A.W.	M.W.B.W.
1107	1107		

BUC 010-1-H1 (Rev 7/00)

BUYER MICHELLE POSTE BY [signature]

NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASING MANAGER D. R. LEACH BY [signature]

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

VENDOR

State of Washington
Current Contract Information

Revision date: December 28, 2005
Effective date: January 1, 2006

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract or if you have any questions, please contact your local agency Purchasing Office, or you may contact Office of State Procurement at the numbers listed below.

Contract number:	**11601**	**Commodity code:**	9773 (Recycling Services)
Contract title:	Spent Lighting, Computer and Electronic Equipment Collection, Reuse, Recycling and Disposal Services		
Purpose:	Contract extended, updated State Procurement and Contractor information as needed, and revised the RTSDF information.		
Current period:	January 1, 2006 through: December 31, 2006		
Contract type:	This contract is designated as **convenience** use.		
Scope of contract:	This contract is awarded to one contractor.		
For use by:	**General use**: All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		

Contractor:	**EcoLights Northwest, Inc.** (Subsidiary of Total Reclaim, Inc.)	**Contact:**	Craig Lorch, Manager
Address:	1915 South Corgait Drive (9411 – 8th Avenue South, former address) P.O. Box 94291 Seattle, Washington 98124	**Phone:** **E-mail:**	(888) 214-2327 or (206) 343-7443 clorch@totalreclaim.com
Website:	**http://www.totalreclaim.com**		
Order Placement Phone:	**(206) 343-1247**	**Supplier No.:**	110610
FAX:	**(206) 343-7445**	**Fed. I.D. No.:**	91-1693861

Office of State Procurement:

State Procurement Officer:	Mark T. Gaffney, CPPB	**Customer Service**	
Phone Number:	(360) 902-7424	Phone Number:	(360) 902-7400
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	mgaffne@ga.wa.gov	Email:	pcamail@ga.wa.gov

Visit our Internet site: http://www.ga.wa.gov/purchase

Products/Services available:	Collection, transportation, and disposal of spent lighting, computer and electronic equipment. To include: proper reuse/recycling and certificate of recycling/disposal; and Contractor provided containers, labels, instructions, inbound and outbound shipping, disposal services, proper reuse/recycling, and certificate of recycling/disposal.
Ordering information:	See Page 2 Note Section
Contract exclusions:	Reference Contract 07198 for the collection and disposal of (packaged) hazardous waste (including ballasts).

Payment address:	As listed on first page.			
Order placement address:	As listed on first page.			
Order Lead-time:	Recycling kits will be delivered within 3 calendar days after receipt of order (ARO). All other materials, equipment or services will be delivered within 5 calendar days after receipt of order (ARO).			
Payment terms:	5% - 30 Days on invoice or 3% Discount with the use of purchasing (credit) cards.			
Freight:	Prepaid and included in unit pricing			
Contract pricing:	See Price Sheets			
Term worth:	$221,000/1-year term			
Current participation:	$0 MBE	$0 WBE	$221,000 OTHER	$0 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

NOTES:

I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.

II. Authorized Purchasers: Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet http://www.ga.wa.gov/pca/cooplist.htm, and a list of the Oregon members is available at http://tpps.das.state.or.us/purchasing/orcpp_mem.html contractors shall not process state contract orders from unauthorized users.

III. Contract Terms: This Document includes by reference all terms and conditions published in the original IFB, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).

OVERVIEW:

This contract is for the collection, recycling and proper disposal of spent lighting, CRT (cathode ray tube) monitors and televisions, and other electronic equipment.

Contractor will provide at the customer's work site anywhere within the state the following services: collection, transportation, and disposal of spent lighting, CRT (cathode ray tube) monitors and televisions, and other electronic equipment, proper recycling and certificate of recycling/disposal. Alternately at purchaser's request, Contractor will ship recycling kits for spent lighting to include: container, labels, instructions, inbound and outbound shipping, disposal services, proper recycling, and certificate of recycling/disposal. Reference Specifications and Special Terms and Conditions paragraph 13 Recycling Kits for more information.

The Contractor's fluorescent lamp recycling equipment is capable of separating lamps into glass cullet, aluminum end-caps, and mercury phosphor powder under a continuous vacuum. Glass cullet and aluminum end-caps are made available to existing markets for those materials. The mercury phosphor powder is shipped to a permitted facility capable of retorting the mercury for reuse. The lamp recycling equipment is designed to control the release of mercury during the recycling process, protecting employees and the surrounding environment.

SPECIAL TERMS AND CONDITIONS:

1. Effective January 1, 2006, Extended contract for 1 year, updated Contractor and OSP contact information as needed, changed some of the Treatment, Storage and Disposal Recycling Facilities and amended language concerning Computer and Electronic Equipment Collection, Reuse, Recycling and Disposal Program.
2. Effective January 1, 2005, Contract extended, prices reduced for most line items, revised pricing schedule with same pricing for all line items statewide, update State Procurement and Contractor information as needed.
3. **Contract Title Change:** Title of the contract has been changed to more clearly show the inclusion of electronic equipment collection, reuse, recycling and disposal services to the contract.
4. **Addition of Computer and Electronic Equipment Collection, Reuse, Recycling and Disposal Services:** Effective May 1, 2003, this contract has been modified to add the collection, reuse, recycling and disposal of computer and electronic equipment which will allow contract customers a more environmentally acceptable and cost effective method of disposing of surplus electronic equipment. Reference paragraph 15 below for further details about this program and the pricing section below for pricing specifics. All other contract provisions remain unchanged.
5. **Price Correction on Contract Award Notice:** Effective January 1, 2003, the price for Eastern Washington Item No. 1A. Whole fluorescent light tubes should have been $0.08 per foot as was listed in the bid document and not $0.80 per foot as was listed in the Contract Award Notice. Reference corrected pricing section below.

Table of Contents **Page number**

1. INSURANCE 3
2. MATERIALS AND WORKMANSHIP 5
3. CONTRACTOR PERFORMANCE 5
4. OSHA AND WISHA REQUIREMENTS 5
5. REPORTS 5
6. CONTRACTOR'S REPRESENTATIVE 6
7. TREATMENT, STORAGE AND DISPOSAL RECYCLING FACILITIES 6
8. SITE AUDIT RELATED EXPENSES 6
9. RECYCLING 7
10. RECYCLING KITS 7
11. COMPUTER AND ELECTRONIC EQUIPMENT COLLECTION, REUSE, RECYCLING 8
AND DISPOSAL PROGRAM 8
A. ELECTRONIC EQUIPMENT COLLECTION, RECYCLING AND DISPOSAL 8
B. MATERIAL HANDLING PROCEDURES 8
C. DOCUMENTATION OF SERVICE 8
12. SPECIFICATIONS 9
13. SERVICES AND PRICING 11
14. SUPPLEMENTAL INFORMATION 12

The following contract provisions were excerpted and abridged from the contract IFB and Amendment:

1. INSURANCE

A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

   The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

   Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

   The limits of liability insurance shall not be less than as follows:

   - General Aggregate Limits (other than products-completed operations) $2,000,000
     - * Products-Completed Operations Aggregate $2,000,000
     - * Personal and Advertising Injury Aggregate $1,000,000
   - Each Occurrence (applies to all of the above) $1,000,000
   - Fire Damage Limit (per occurrence) $ 50,000
   - Medical Expense Limit (any one person) $ 5,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

   Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

   Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Additional Provisions: Above insurance policies shall include the following provisions:

   a. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

      Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to

this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

b. Identification: Policy(ies) and Certificates of Insurance must reference the state's bid/contract number **11601.**

c. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by General Administration's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

d. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

3. CONTRACTOR PERFORMANCE

A. General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

B. Damages: The state has an immediate requirement for the materials, equipment or services specified herein. Bidders are urged to give careful consideration to the state's requirements and to the manufacturer's production capabilities when establishing a delivery date(s). Damages will be assessed in the amount of actual damages incurred by the state as a result of Contractor's failure to perform herein.

C. Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

4. OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

5. REPORTS

The contractor(s) must provide the following report(s) to Office of State Procurement.

Sales and Subcontractor Report

A quarterly Sales and Subcontractor Report (attached) shall be submitted in the format provided by the Office of State Procurement. You can get the report electronically at http://www.ga.wa.gov/pca/usage.doc. Total purchases for each State Agency, University, Community and Technical Colleges must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. Additionally, all purchases by the State of Oregon or other purchasers must be reported as an aggregate total.

The report shall include sales information (Section A) and amounts paid to each subcontractor during the reporting period (Section B).

Reports should be rounded to nearest dollar. Contractors will be provided with all necessary sample forms, instructions, and lists. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st.

6. CONTRACTOR'S REPRESENTATIVE

A. Designation: Bidder shall provide name, address, and phone number of contractor(s) representative as required in bid documents.

B. Responsibility: Contractor's representative shall function as the primary point of contact, shall ensure supervision and coordination and shall take corrective action as necessary to meet contractual requirements.

C. Availability: Contractor's representative, or designee, shall be available at all times during normal working hours throughout the term of the contract.

7. TREATMENT, STORAGE AND DISPOSAL RECYCLING FACILITIES

Bidder shall identify all recycling treatment, storage and disposal facilities (RTSDF), which may perform treatment, storage, or disposal services under this contract. In addition, for each facility listed, identify the waste categories handled at those facilities. The Contractor agrees that no facilities other than those approved for use under this contract will be used, without first obtaining the written approval of the State Procurement Officer. If the RTSDF is not Bidder owned, then the Bidder must identify owner of the RTSDF. The State reserves the right to require RTSDF owner to be a subcontractor to the Contractor.

At the expense of the Contractor, (prior to or after award of the contract) the State may conduct financial and environmental audits of any RTSDF to be used under this contract. Such audits are to determine if the facilities are designed, constructed, and operated in a manner that minimizes the risk to human health and the environment. Recycling, to the extent economically feasible, is the preferred method of disposal for the waste generated by the Purchasers. Wastes that cannot be recycled must be disposed of using the following method in order of preference: incineration, treatment, stabilization and/or encapsulation. The State reserves the right to modify the order of preference and reject any facilities based solely on the subjective judgment of the State Procurement Officer.

Recycling only facilities may not be required to have a Federal Resource Conservation and Recovery Act of 1976 (RCRA) Part B Permit in the state in which it is located. However, it must have (for this contract) the appropriate status required by the State and must be regulated by the State under RCRA-like provisions, especially liability insurance.

Interim Enforcement Policy For Conditional Exclusion for Cathode Ray Tubes* and Related Electronic Wastes, the Ecology web link referencing the interim policy is located at http://www.ecy.wa.gov/biblio/0204017.html.

8. SITE AUDIT RELATED EXPENSES

The state reserves the right to audit any site that is offered by the Bidder/Contractor. Audits will be coordinated by the SPO and conducted by members of the Statewide Hazardous Waste Committee. The Committee Members will pay all expenses (through their agencies) related to any audit. The Committee Member will submit an expense report to the SPO. All expenses and related forms are subject to The Washington State Office of Financial Management guidelines related to travel. Committee Member's labor is donated to the committee by the Member's agency. General Administration (GA) will, within 30 days, reimburse the Committee Member by means of a state warrant.

GA will invoice the Bidder/Contractor for the amount of the A-20-A expense report. Bidder/Contractor will have 30 days to pay the GA invoice. Such audits will be coordinated with the Bidder/Contractor prior to inspections. Bidder/Contractor's refusal to reimburse for such audits may be breach of contract and may result in contract termination.

9. RECYCLING

For the purpose of this contract recycling means either processing waste in order to recover a useable product or energy, regenerate the material or use the waste as an effective substitute for a commercial product. Recycling only facilities currently are not required to have RCRA Part B permit, but are required to obtain and maintain any and all state required permits.

10. RECYCLING KITS

A. Many users of this contract will be small quantity generators or be located in remote locations wishing to manage spent lighting as Universal Waste. The Contractor must be able to provide recycling kits to Purchasers. A recycling kit should be priced to include the following:

- Container, labels, and packaging instructions.
- Shipping instructions, documents and services, including shipping costs.
- Proper recycling and a recycling certificate.

The Customer will complete the instructions included with the container. Kits should be able to accommodate various lamp types, 4' lamps, 8' lamps, U-shaped lamps, HID bulbs, etc.

B. Some Purchasers may require a customized kit. Contractor is required to provide an estimate of costs for customized kits when requested by Purchaser.

C. For evaluation purposes, standard recycling kits are defined as follows:

1. Recycling kit for 4-foot lamps (Item 4A on Price Sheets)
   Container size 48 inches x 14 inches x 12 inches
   Holds up to 144 T-8 lamps or 64 T-12 lamps
   UN4G Tri-wall Container
2. Recycling kit for 8-foot lamps (Item 4B on Price Sheets)
   Container size 96 inches x 8 inches x 8 inches
   Holds up to 30 T-12 lamps or 50 T-8 lamps
   UN4G Tri-wall Container
3. Recycling kit for U-shaped bulbs (Item 4C on Price Sheets)
   Container size 12 inches x 12 inches x 21 inches
   Holds up to 48 T-8 lamps or 28 T-8 lamps
   UN4G Tri-wall Container
4. Recycling kit for HID lamps (Item 4D on Price Sheets)
   Container size 48 inches x 12 inches x 12 inches
   Holds up to 130 lamps
   UN4G Tri-wall Container

D. The ordering procedure for recycling kits is:

- The Customer orders a kit with instructions.
- The Contractor ships the complete kit to the Customer.
- The Customer fills the kit with unbroken spent lamps and seals the container.
- The Customer ships the sealed container to the Contractor for recycling.
- The Contractor recycles and sends a certificate of recycling to the Customer.

11. COMPUTER AND ELECTRONIC EQUIPMENT COLLECTION, REUSE, RECYCLING AND DISPOSAL PROGRAM

a. Electronic equipment collection, recycling and disposal

This program provides service for the following types of items:

1. **Monitors, CRT's and Televisions:** These units are sorted by size and type for disassembly. Plastic housings are removed and recycled according to Contractor's plastic buyer's specifications, CRT's are segregated for further processing, and the remaining electronic components (metals, copper yokes, copper wire, and circuit boards) are shredded or baled and shipped to ferrous and non-ferrous metals buyers. CRT's are crushed, and the glass is shipped to either a glass-to-glass recycling facility, a lead smelter, or a local glass recycler, depending on the material's lead content and facility acceptance policy. (Reference enclosed list of treatment, storage and disposal recycling facilities.)

2. **Other Electronic Equipment** (CPU's, circuit boards, power supplies, laptop computers, peripherals, VCR's, cables, keyboards, mice, etc.): These items are sorted by type and marketed where feasible. Items with no residual value are disassembled or shredded and separated into specific materials, consolidated and shipped to appropriate markets; metals to local scrap markets, plastics with monitor plastics, circuit boards to metal refiners, and non-recyclable, non-hazardous materials are sent to municipal solid waste landfill. (Reference enclosed list of treatment, storage and disposal recycling facilities.)

3. **Batteries:** Batteries are removed from equipment, sorted by type, and shipped to a permitted battery recycling facility. (Reference enclosed list of treatment, storage and disposal recycling facilities.)

b. Material handling procedures

When Contractor's drivers pick up equipment at a customer's site, the driver completes a Bill of Lading detailing the approximate number of monitors and televisions and the approximate weight of electronic equipment in the shipment in the shipment. Often customers have very accurate information on the amount of material in a shipment. If available this should be included when writing the Bill of Lading.

On arrival at Contractor's facility, the materials are logged into Contractor's material management system. Contractor tracks all materials from the time of receipt until the residuals are shipped to a final destination or secondary recycling company.

After materials are logged in, they are weighed and counted to confirm the accuracy of the Bill of Lading. Discrepancies are noted and the generator of materials is informed of the discrepancy. Individual items are then separated into product streams (i.e. computer CPUs from other consumer electronics, color monitors from monochrome). Actual processing methods for individual materials will depend on the type of electronic scrap received and the current end markets for the units or recovered materials. All product streams shall be recycled or disposed of ~~within North America~~ at designated facilities as defined herein.

c. Documentation of service

Contractor shall provide comprehensive documentation of all services. On transfer of materials from customer to Contractor, a copy of the Bill of Lading is given to a customer representative. After all materials have been logged into Contractor's facility and the equipment recycled, the original copy of the Bill of Lading containing all original signatures, with the Certificate of Recycling portion of the document completed and signed, is mailed with the final invoice to the customer. Recycling and disposal shall happen within the United States to the greatest extent possible and no hazardous waste shall leave the United States.

12. SPECIFICATIONS

I. Compliance with Laws and Regulations.

The Contractor agrees to comply with the conditions of the following laws and regulations, as may be amended, and any standards and regulations which may be promulgated. The Contractor agrees that both services and items furnished under this contract will comply with said laws, standards and regulations. The Contractor further agrees to indemnify and hold harmless the State from all damages assessed against the State as a result of the Contractor's failure to comply with these laws, standards and regulations.

1. Federal Resources Conservation and Recovery Act of 1976 (RCRA). Hazardous and Solid Waste Act of 1984 *HSWA and 40 CFR and Liability Act of 1984 (HSWA) and 40 CFR parts 260-280.
2. Washington State Hazardous Waste Management Act of 1976 and the Washington State Dangerous Waste Regulations (WAC 173-303).
3. Federal Hazardous Material Transportation Regulations (49 CFR).
4. Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA and Superfund Amendment Reauthorization Act of 1986) (SARA).
5. Federal Occupational Safety and Health Act of 1970 (OSHA)
6. Washington Industrial Safety and Health Act of 1972 (WISHA)
7. Washington State Model Toxics Control Act WAC 173-340 (MTCA)
8. Management as per the Universal Waste Rule for Washington and Oregon adopted from the EPA Universal Waste Rule of January 6, 2000, Federal Register July 6, 1999, Volume 64, Number 128, Pages 36465-36490.

II. Spill and Release Responsibilities

The Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. In the event of a spill, leak, or release, the Contractor agrees to take the following actions:

1. Evacuate and warn those persons that may be affected by the spill.
2. Clean up the spill in a manner, which complies with local, state and federal laws, regulations and standards.
3. For spills, which occur elsewhere than State, government municipality or contract user owned or leased property, provide all notifications and reports as specified by local, state and federal laws, regulations and standards.
4. For spills, which occur on property owned or operated by the State, government municipality or contract user, notify the appropriate Incident Commander.

III. Coordination Responsibilities

Contractor shall be responsible for all coordination with local, state and federal agencies. Contractor must be available at all times by telephone, fax, pager or message service.

IV. Contract Services

The Contractor must meet the following conditions for on-site services:

1. All work performed by the Contractor (or subcontractor) will be done under the direction of the Purchaser.
2. Before the Contractor arrives on-site, the Contractor must provide the requesting agency a site safety plan which at a minimum identifies the Contractor's emergency procedures and contacts, proposed procedures, personnel that will perform the on-site work and their qualifications, as well as proof of insurance.

3. Package, label, prepare shipping documentation and ship spent lighting materials offsite.
4. Provide a signed certificate of services for each item handled.

V. Additional Requirements of the Purchaser

1. At the request of the Purchaser the Contractor may be required to coordinate with other state contractors.
2. Upon request of the Purchaser, the Contractor will provide a written estimate based on prices herein. Contractor and Purchaser will agree on the scheduling of the work. After the work is complete and has been accepted by the Purchaser, the Contractor will invoice the Purchaser based on the written estimate and at the rates herein.

13. SERVICES AND PRICING

LAMPS COLLECTION, RECYCLING AND DISPOSAL PROGRAM
WASHINGTON STATEWIDE PRICING FOR SERVICE

Item No.	Description	Unit	Price*
1A.	Whole fluorescent light tubes	FT	$0.070
1B.	Crushed fluorescent light tubes	LB	$0.70
2.	High Intensity Discharge lamps	EA	$0.75
3.	Compact fluorescent light tubes	EA	$0.40

*Price for collection, transportation, and disposal of spent lighting, proper recycling and certificate of recycling/disposal as defined in the bid/contract document.

LAMP RECYCLING KITS

Item No.	Description	Unit	Price**
4A.	Charge for a recycling kit: Fluorescent light tubes, whole, 4' length	LOT	$62.00
4B.	Charge for a recycling kit: Fluorescent light tubes, whole, 8' length	LOT	$72.00
4C.	Charge for a recycling kit: U-shaped light tubes	LOT	$58.00
4D.	Charge for a recycling kit: High Intensity Discharge lamps	LOT	$68.00

** Price includes container, labels, instructions, inbound and outbound shipping, disposal services, proper recycling, and certificate of recycling/disposal as defined in the bid/contract document.

ADDITIONAL LABOR

Item No.	Description	Unit	Price
5A.	On-site container preparation: Packaging, labeling, shipping documentation, one-hour minimum.	HR	$50.00

ELECTRONIC EQUIPMENT COLLECTION, REUSE, RECYCLING AND DISPOSAL PROGRAM
STATEWIDE SERVICE

Item No.	Description	Unit	Price*
1.	All Computer Monitors and Televisions up to 19 inches.	EA	$8.00
2.	Other Computer and Electronic Equipment (CPU's, circuit boards, power supplies, laptop computers, peripherals, VCR's, DVD's, cables, keyboards, mice, faxes, printers, telephones, stereos, etc.)	LB	$0.25
3.	Televisions (20 inch to over 36 inch)	EA	$17.00
4.	Pallet Boxes, empty (sometimes referred to as Gaylord boxes)	EA	$15.00

ADDITIONAL LABOR

Item No.	Description	Unit	Price
5.	On-site labor: (Example: on-site preparation work, palletizing service, etc., one-hour minimum.)	HR	$50.00

Large order volumes may qualify of additional price discount. Contact Contractor for specifics.

*Price for collection, transportation, proper reuse/recycling and disposal. A certificate of recycling/disposal shall be provided by Contractor. Thus, there will be no additional charge for: transportation based on travel distance or trip charge.

14. SUPPLEMENTAL INFORMATION

SERVICING:
Indicate below are the names and addresses of sales representatives and specific territories covered.

Name: Pete Keller
Address: 2200 – 6th Ave South
Seattle, WA 98134

Territory: Puget Sound Region, Eastern Washington, and Southwest Washington
Phone: (206) 343-1247 or (888) 214-2327

CONTRACTOR WAREHOUSE:
Contractor's warehouse is location at which material, equipment or supplies will be stored:

Address: 1915 South Corgait Street
Seattle, WA 98108
Phone: (206) 763-9939
Contact: Mike Mills

TREATMENT, STORAGE AND DISPOSAL RECYCLING FACILITIES

Bidder to identify below the addresses of all facility locations which can accept wastes for disposal and identify the waste categories that can be accepted at each location.

1. Location Name: Lighting Resources, Inc.
Address: 805 E. Francis
Ontario, CA 91761
Facility Owner: Lighting Resources, Inc.
County: Los Angeles, California
EPA ID# CAL 000 827 758
Contact Person: Rob Ellis
Phone: (909) 923-3132

Location Name: Lighting Resources, Inc.
Address: 498 Park 800 Drive
Greenwood, IN 46143
Facility Owner: Lighting Resources, Inc.
County: Los Angeles, California
EPA ID# INO 000 351 387
Contact Person: Keith Antell
Phone: (317) 888-3889

Waste Categories Accepted: Mercury Phosphor Powder for retort and recovery of elemental mercury.

2. Location Name: Jones Quarry, Inc.
Address: 2840 Blake Lake Blvd. SW
Olympia, WA 98512
Facility Owner: Jones Quarry, Inc.
County: Thurston
EPA ID# N/A
Contact Person: John Spect
Phone: (360) 352-1022

Waste Categories Accepted: Crushed non-lead bearing glass from recycling of fluorescent lamps (tested and verified monthly as passing TCLP test as non-hazardous)

3.
Location Name: LG Philips Display Brazil
Address: Av Com. Wolthers, 700
Capauava, Maua, Sao Paulo
CEP 09380-200, Brazil
Facility Owner: LG Philips Display
Contact Person: Igor Dundov (Netherlands)
Phone: +31 40 23 04681

Waste Categories Accepted: Crushed lead bearing glass from recycling of computers and televisions (Glass-to-glass).

4. Location Name: Doe Run Company — Facility Owner: Doe Run Company
Address: HC 1, Box 1395 — EPA ID #: MOD 059 200 089
Boss, MO 65440 — Contact Person: Lou Magdits
Phone: (573) 626-3477
Waste Categories Accepted: Crushed lead bearing glass from recycling of computers and televisions (Lead Smelting).

5. Location Name: Pacific Iron and Metals Company — Facility Owner: Pacific Iron and Metals Co.
Address: 3220 - 4th Ave. South — County: King
Seattle, WA 98134 — EPA ID# WAD 059 315 762
Contact Person: Jay Sternoff
Phone: (206) 628-6222
Waste Categories Accepted: Aluminum endcaps from recycling of fluorescent lamps (tested and verified monthly as passing TCLP test as non-hazardous)

6. Location Name: Seattle Iron and Metals — Facility Owner: Seattle Iron and Metals
Address: 601 South Myrtle Street — County: King
Seattle, WA 98108 — EPA ID# WAH 000 010 678
Contact Person: Alan Sidell
Phone: (206) 682-0040
Waste Categories Accepted: Metals

7. Location Name: Allied Battery — Facility Owner: Allied Battery, Inc.
Address: 105 South Brandon — County: King
Seattle, WA 98134 — EPA ID# WAH 000 015 073
Contact Person: Chris Koxlein
Phone: (206) 762-5522
Waste Categories Accepted: Lead acid batteries

8. Location Name: Umicore Precious Metals Refining — Facility Owner: Umicore Metals
Address: A. Greinerstraat 14
B-2660 Hoboken, Belgium — Contact Person: Thierry Van Kerckhoven
Phone: +32 3 821 74 83
Waste Categories Accepted: Metals/Circuit Boards

9. Location Name: Inmetco — Facility Owner: INCO Ltd.
Address: 2230 4th Avenue South — EPA ID# PAD 087 561 015
Ellwood City, CA 16117 — Contact Person: Tim Cimperman
Phone: (724) 758-5515
Waste Categories Accepted: All other universal waste batteries. Lithium batteries should be managed as Hazardous Waste through current Washington State Contract 07198.

OFFICE OF STATE PROCUREMENT
PERFORMANCE REPORT

To OSP Customers:
Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Office of State Procurement Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

Procurement services provided:	**Excellent**	**Good**	**Acceptable**	**Unacceptable**
➢ Timeliness of contract actions	☐	☐	☐	☐
➢ Professionalism and courtesy of staff	☐	☐	☐	☐
➢ Services provided met customer needs	☐	☐	☐	☐
➢ Knowledge of procurement rules and regulations	☐	☐	☐	☐
➢ Responsiveness/problem resolution	☐	☐	☐	☐
➢ Timely and effective communications	☐	☐	☐	☐

Comments: _____

_____

_____

Agency: _____ Prepared by: _____

Contract No.: **11601** Title: _____

Contract Title: **Spent Lighting, Computer and Electronic Equipment Collection, Reuse, Recycling and Disposal Services** Date: _____

Phone: _____

Send to:

Purchasing Manager
Office of State Procurement
PO Box 41017
Olympia, Washington 98504-1017

PRODUCT/SERVICE PERFORMANCE REPORT

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract number and title: **Spent Lighting, Computer and Electronic Equipment Collection, Reuse, Recycling and Disposal Services, contract no. 11601.**

Supplier's name: _____ Supplier's representative: _____

PRODUCT/SERVICE:

- ☐ Contract item quality higher than required
- ☐ Contract item quality lower than required.
- ☐ Other:
- ☐ Damaged goods delivered
- ☐ Item delivered does not meet P.O./contract specifications

SUPPLIER/CONTRACTOR PERFORMANCE:

- ☐ Late delivery
- ☐ Incorrect invoice pricing.
- ☐ Other:
- ☐ Slow response to problems and problem resolution
- ☐ Superior performance

CONTRACT PROVISIONS:

- ☐ Terms and conditions inadequate
- ☐ Specifications need to be revised
- ☐ Other:
- ☐ Additional items or services are required.
- ☐ Minimum order too high.

Briefly describe situation: _____

_____

Agency Name:		Delivery Location:	
Prepared By:	**Phone Number:**	**Date:**	**Supervisor:**

Send To:

STATE PROCUREMENT OFFICER
OFFICE OF STATE PROCUREMENT
PO BOX 41017
OLYMPIA WA 98504-1017