

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: RECYCLING OF BALLASTS, BATTERIES, BULBS, PRINTED CIRCUIT BOARDS, AND MERCURY CONTAINING DEVICES-ODOT

CONTRACT No.: RS902109

EFFECTIVE DATES: 05/01/09 to 04/30/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS902109 that opened on 04/06/09. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Katie Heisler
katie.heisler@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Hugh Quill, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

Where applicable, the following Terms and Conditions supersede any Standard Terms and Conditions shown in this bid.

SUPPLEMENTAL BIDS: During the term of this Contract, as additional materials are determined to require these recycling services, a Bid may be issued under separate cover and become part of this Contract upon award. Additionally, this Contract may become available through future endeavors and under separate Bid to other state agencies or cooperative purchasing members, as needs are identified.

COOPERATIVE PURCHASING CONTRACT: Future bids that become a part of this Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date/time, Bidders may visit the State Procurement website to post bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the State Procurement website and linked to the bid number. The State will make every effort to respond to website inquires within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this bid. Only communications issued by the Department of Administrative Services, Office of Procurement Services in the form of an addendum, will be considered valid.

CONTRACT RENEWAL: The expected term of this Contract is for a period of twenty four (24) months. However, this Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

SITE VISIT: Prior to submitting their bid response, the Bidder should visit the Agency(ies) they are bidding in order to survey the facility(s) and to become familiar with the requirements of the bid. The Bidder must contact each facility to schedule an appointment. Once a contract is awarded, failure of the Bidder to have requested a site visit to become familiar with the facility and requirements of the bid will be insufficient reason to support any request to be released from the Contract.

SITE INSPECTION: The Office of Procurement Services and/or ODOT reserves the right to request an on-site inspection of the awarded Contractor's facility(s) used to service this Contract and to observe the recycling process occurring at any location to include off-site locations.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the Bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the Bidder being deemed as not responsive.

For specific submission requirements, Bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract award pursuant to this bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the bid/bid response/contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

SUB-CONTRACTING: When any portion of the Contract is to be performed or handled by anyone other than the awarded Contractor, the awarded Contractor shall identify in the submission of their bid, the name, address, and phone number of any and all subcontractors and shall identify exactly what the subcontractors responsibilities will be.

Subcontractors must meet the approval of the Office of Procurement Services. Subcontractors must comply with all terms and conditions as specified herein and must have insurance coverage applicable to the work performed as described herein.

Any changes in subcontractors, disposal sites and/or incineration facilities utilized by the awarded Contractor during the term of this Contract must be approved by the Office of Procurement Services prior to the onset of any work being performed. Requests for approval must be made in writing and must be directed to: Gayle Blankenship, CPPB, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228. Failure to comply could result in termination of this Contract.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with Articles S-8, S-9 and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating Agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering Agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CONTRACT AWARD FOR RECYCLERS: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. The evaluation criteria for determining the low lot total is described below. There will be one award per Category in each District and Central Office Garage.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will use the following calculations to determine low lot total cost by: For each Category within each District and Central Office Garage: The award will be made to the lowest responsive and responsible Bidder for each category within each District and Central Office Garage. The low bid will be determined by the lowest grand total sum of the extended prices for each category within each District and Central Office Garage. Bidder is not required to bid all categories, but failure to bid all line items within a category shall be cause for rejection of your bid within that category.

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment or fuel surcharges may be requested for the first twelve (12) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The fuel increase must occur and be continuously maintained by the petroleum industry for a period of at least sixty (60) days in order to be considered anything other than a market fluctuation. Validation of the sustained increase will be confirmed thru the Federal Department of Energy websites:

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm and http://eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html. Additional validation may be confirmed through reference to the weekly Oil Price Information Service (OPIS) Report.

All fuel cost references shall be for the Midwest Region and for either No. 2 distillate diesel fuel with a sulfur content of no more than 500 parts per million by weight or regular grade gasoline of not less than 87 octane. The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions.

Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification.

Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective fifteen (15) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly service, the increase will apply to all services made after the effective date of the price increase.

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The price increase must be supported by a general price increase in the overall total cost of service, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, reach goal objectives, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the overall total cost of service due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly services, any decrease will be applied to services made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

INSURANCE DOCUMENTS: Upon request, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this Contract. The documents must include a current Workers' Compensation Certificate and an Acora Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship.

RENEWAL DOCUMENTS: The Contractor is responsible for annually providing a copy of any certifications, insurance documents, licenses, DMA certifications, or any other document applicable to their business at the time of each renewal. These documents shall be available upon request, and must be submitted prior to any renewals of this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

For Revenue Share only: The Contractor should make the check payable to the "Ohio Treasurer, Richard Cordray" and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACTOR QUARTERLY SALES/SERVICE REPORT: The Contractor must provide invoices of prior three months, including at minimum, name and location of Agency, date of service, container size, number of tons and rate per ton if applicable, amount of service per item, total invoice amount. The Contractor must also report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (i.e. January-March, April-June, July-September and October-December). The dollar value of the sale/service is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales/services to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales/services occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales/services not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales/services and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales/services in the close-out report.

The Contractor must forward the Quarterly Sales/Services Report to: Department of Administrative Services, General Services Division, Term Contract Program, 4200 Surface Road, Columbus, OH 43228-1395.

If the Contractor fails to submit sales/services reports, falsifies reports or fails to submit sales/services reports in a timely manner, DAS may terminate or cancel this Contract.

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to provide services or deliver equipment as specified herein, the Agency will contact the Contractor to determine when the services and/or equipment will be provided. If the Contractor cannot fulfill the requirements within a timeline acceptable to the Agency, the Agency may procure like-kind supplies/services from another resource and invoice the contract provider for the full amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the Agency.

In the event that an awarded Contractor fails to provide accurate invoicing, or corrected invoicing within a reasonable amount of time determined by the Office of Procurement Services, the Contractor may be in default of this Contract and may be subject to cancellation.

Under these damage recovery provisions, the Agency may: (1) elect to procure any portion of the services and/or equipment purchase from another source; (2) charge the Contractor for any difference in cost for the merchandise or service procured; and (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

REFERENCES: Bidder must provide with their Bid at least four (4) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. The references must include the annual volume, in tons, a description of the materials recycled, the annual dollar amount of the contract, both revenue and receivables, and a list of the equipment rented and/or serviced.

Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

Bidder shall also provide any violations cited within the past five years by any review board including, but not limited to, Ohio EPA, Federal Government, etc. Failure to provide this information may deem the bid as not responsive and/or not responsible and may be disqualified. If Contract has been awarded and a violation is brought to the attention of the State that occurred previous to the award, it may be cause for cancellation from this Contract, up to and including debarment from future awards.

AFFIRMATIVE ACTION PLAN: All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- I. **SCOPE:** This is a mandatory use Contract for the Ohio Department of Transportation (ODOT) in the collection of and recycling of: Ballasts, Batteries, Bulbs, Printed Circuit Boards, and Mercury Containing Devices. This Contract will include proper reuse/recycling and/or recycling disposal of these items. The intent of this Contract is to reduce the volume of materials going to landfills. The awarded Contractor is responsible for ensuring that all efforts are made to reuse these materials in an environmentally preferred manner, and in all manners safe to the welfare of the public.

This Bid will be awarded by categories within each District and Central Office Garage. A Bidder may be awarded each/all category(ies) within each District. The awarded Contractor(s) shall pickup the commodities on average twice annually.

- II. **DEFINITIONS:** These definitions are broad in scope and should not be interpreted as a complete listing of all potential items in these categories.

- A. Recycling – For the purpose of this Contract, recycling means either processing waste in order to recover a usable product or energy, regenerate the material or use the waste as an effective substitute for commercial products.
- B. Ballasts – Includes NON-PCB. It is an electrical device for starting and regulating fluorescent and discharge lamps.
- C. Batteries – Radio, Rechargeable, Laptop, Dry Cell, Tool Rechargeable. A battery can be a single or multiple cell that converts chemical energy into electrical energy.
- D. Bulbs – includes fluorescent, mercury vapor, high pressure sodium, incandescent, and signal lamp bulbs. A bulb is a translucent glass housing that emits light when heated.
- E. Printed Circuit Boards- taken from telephones, light bar controllers, computers, vehicle electronics, and other items as requested. It is used to mechanically support and electrically connect electronic components.
- F. Mercury containing devices- includes thermometers, thermostats, switches, and barometers. It is a heavy, silvery metal that is liquid at or near room temperature and pressure.

- III. **BIDDER QUALIFICATIONS:** The Bidder shall have the following qualifications and/or certifications at the time of submitting their Bid. Failure to provide evidence of these qualifications may deem the Bid as not responsible and no further consideration may be given.

- A. The Bidder shall be able to provide customer service hours during normal business hours of 8:00 am – 5:00 pm. The Bidder shall respond to any phone messages within the same business day if received prior to 3:00 pm and by 10:00 am of the following day if received after 3:00 pm the preceding day.
- B. The Bidder shall maintain any certifications or licenses required by Federal, State, or Local government to perform and/or provide the services described herein.
- C. The Bidder must be able to demonstrate the capacity to provide service to any/all districts awarded. Adequate equipment, personnel, financial backing, and expertise is required to ensure that upon award the Contractor can provide the service without interruption for the duration of this Contract.
- D. The Bidder shall supply a record of their regulatory compliance within the state of Ohio and for all transporters and recycling facilities that are used by the Bidder outside the state of Ohio for the past 3 years.

- IV. **TRAINING:** The Contractor may provide an overview of equipment handling and the proper placement of recycled items to enable a better understanding of the proper recycling of materials. Training will be at no cost to ODOT. The Contractor will make arrangements with the utilizing facilities as needed. Any training must be arranged in coordination with the using agencies and must be mutually agreed upon.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- V. CODES AND STANDARDS: The Contractor will comply with all the requirements of the Federal Resource Conservation and Recovery Act (RCRA) as well as the requirements of the US Department of Transportation as they pertain to item storage, transportation and processing. In addition, the Contractor will otherwise be in current compliance with all applicable Federal, State and Local environmental laws and regulations.

The Contractor will be knowledgeable of all Federal, State, and Local laws pertaining to hazardous materials. This Contract is for the proper recycling of hazardous materials and Universal Wastes only. The Agency or COOP shall not require the Contractor to transport or dispose of any item the Contractor deems as hazardous waste. Likewise, the Contractor shall not dispose of any item in which the Agency or COOP believes to be recyclable hazardous material of Universal Waste.

- VI. CONTAINERS: The Contractor shall supply shipping/storage containers appropriate for containment and transportation purposes. All reasonable measures will be taken by each facility in the care and handling of Contractor supplied containers on its property in order to avoid damage to said containers. If any containers are damaged beyond use due to clear negligence of the Agency or COOP in handling or storage, that department will compensate the Contractor for the reasonable cost of the item(s).

A listing of the actual replacement cost of all such items should be provided with the Bid package. If not included, this information must be provided within seven (7) calendar days upon request. The price must be based on the depreciated rate from the original purchase price. Documentation of original purchase price must be provided upon request.

In the event that a container is damaged at the negligence of the Contractor's handling and the Agency or COOP deems it as inadequate, the Contractor shall provide a replacement at no cost within seven (7) calendar days upon request.

- VII. SCHEDULE: Agencies and COOP's will collect and store items in appropriate containers provided by the successful Bidder. Pick-ups will be on-call or as determined by the agency. The containers shall be no less than 80% full when picked up, unless the time storage for that item will exceed allowable limits as permitted by Federal, State, or Local laws. Container sizes and load limits must be provided to the designated facility representative at the time of installation. To monitor the minimum capacity requirement the Contractor shall provide container size and weight on their invoices as well as quarterly reporting.

Upon notification the Contractor will pick up said items within five (5) business days. The designated representative of the Agency or COOP will determine along with the Contractor the appropriate pick-up and drop-off location for the designated site.

- A. The successful Bidder will coordinate with the designated representative to determine quantity, pick up site and schedule for determined locations. Initial distribution of containers to indicated sites will be accomplished within fifteen (15) calendar days of notification of award; or as agreed upon by the Agency.
- B. Lamps to be picked shall be intact and unbroken. In the event the bulbs become broken, they should be considered hazardous and the Agency or COOP should refer to EPA guidelines of proper disposal.

For bulbs which are intact and not broken, containers provided by the Contractor will be specific to bulb size and type. The containers should aid in preventing breakage. The bulbs should be kept in a location free from disturbance.

- C. All containers must be appropriate for containment and transportation purposes. They must be easily identifiable to distinguish the items enclosed. Items that are not similar in recycling method and/or reimbursement indices cannot be combined in the same containers.
- D. The Contractor shall provide covers to all containers. If the entity determines the need for a specific lid type (ex: lockable, metal) , the Contractor shall provide at no additional cost.

- VIII. DOCUMENTATION AND REPORTING: The number of containers may be verified by Agency or COOP employees prior to being released for pickup by the Contractor. The Contractor will provide a copy of a non hazardous manifest to the designated Agency or COOP representative at the time of pickup. This written documentation will indicate the quantity, types of containers and contents that were picked up at each location and signed for by the Contractor and the Agency or COOP representative. For any disputes on invoicing, the Contractor will work with the Agency or COOP to establish a reconciliation procedure agreeable to both parties. This procedure shall be established within thirty (30) days of award and a copy of the procedure shall be submitted to the Office of Procurement Services. Unresolved disputes will be referred to Office of Procurement Services for review.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- A. LABELS: The Bidder's bid price will include provisions for providing shipping labels and any other required paperwork to meet Local, State and Federal regulations. If required by the Contractor, the Agency, or COOP will be willing to assume responsibility for filling out and placing shipping labels on containers for individual shipments.
- B. REPORTING: It is the responsibility of the Contractor to provide quarterly reporting to the Office of Procurement Services. This reporting will be used to determine if the established goals of waste reduction to the landfills are being achieved.

- IX. INVOICING: Each vendor's invoice will clearly identify the County, pickup location, item, and quantity. Documentation will be considered complete when the following items are included:

Original Invoice (with description)
Bill-of-Lading

The Contractor shall submit an original of each invoice, which shall include the proper Federal Tax Identification Number, remittance address for payment, the purchase order number, and the invoice amount. A report shall accompany the invoice that identifies the types, volumes, weights, and destruction charges, for materials collected from each facility during the billing period.

Duplicate copies will be sent at the request of the facility to the address requested at no additional cost.

- A. A proper invoice is one that is free from defects, discrepancies, error or other improprieties and must include: Contractor's name and address, invoice remittance address as designated in the Contract, purchase order number, container seal numbers, if applicable, pickup location, pickup date, unit price, destructions cost, recycling value, if any, and weight of destroyed material.
- B. Defective invoices are to be returned to the Contractor noting areas for correction. If such notification of defects is sent, the required payment date is to be thirty (30) days after receipt of the corrected invoice.
- C. The Contractor may use the entity's scale, if available, to verify the gross weight indicated by Agency or COOP before departure. The weight of material destroyed by the Contractor and charged to Agency or COOP shall not exceed the weight indicated by Agency or COOP.

- X. CONTRACTOR GENERAL PERFORMANCE REQUIREMENTS:

- A. The Contractor and/or designated representatives shall comply with any and all security policies and security procedures at the collection locations during the performance and delivery of said services.
- B. The Contractor is responsible for moving the containers of material from one designated location at each collection site to their truck. Agency or COOP will provide free and clear access between each site's storage location and a door located in close proximity to the Contractor's truck.
- C. Inspecting the grounds where they load materials staged for destruction onto their truck and removing all residues remaining from loading materials. Any equipment to accomplish this task [rakes, brooms, etc.] shall be provided by the Contractor and will be carried on the Contractor's vehicle. Agency or COOP shall not provide storage room at collection sites for the Contractor's clean up equipment.
- D. Provide forms to use to indicate the number of containers released to the Contractor per trip. Upon mutual agreement by the Agency or COOP and the Contractor, other options can be used for reporting this information.
- E. In performing its obligations under this Contract, the Contractor agrees to minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- F. 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. If the spill occurs on the Agency site, the Contractor will notify the sites Emergency Coordinator to ensure all regulatory requirements are followed.

- XI. BATTERIES: Battery Recycling shall include the recycling of all battery types [except vehicle batteries]. All containers provided by the Contractor, in which the batteries are contained, must be labeled or marked clearly with any of the following phrases:

- "Universal Waste Lithium Battery(ies)", or
- "Universal Waste NiCAD Used Battery(ies)", or
- "Recyclable Waste Dry Cell Battery(ies)"

GENERAL SPECIFICATIONS AND REQUIREMENTS

- XII. BALLASTS: Ballasts should be placed in an approved container, such as a 55-gallon steel drum or a 5-gallon pail. Drums are required by law not to exceed 800 pounds gross weight. Drum weight is approximately 40 pounds.

Contract will include awarded supplier supplying the drums with a cover and lip ring with bolt. Once filled, the Agency shall cover and secure the drum by tightly bolting the lip ring. Each container or package in which non-PCB Ballasts are contained must be labeled or marked clearly with one of the following phrases:

- "Scrap metal", or
- "Recyclable Ballast"

- XIII. BULBS: Fluorescent lamps being referred to as spent lighting, contain mercury that requires recycling. Lamps should be treated as Universal Waste. Lamps, such as but not limited to, fluorescent tubes, compact fluorescent, HID lamps (mercury vapor, metal halide, high-pressure sodium), neon lamps; and any other lamps that are dangerous waste are considered Universal Waste. An unused lamp becomes a waste on the date the handler decides to discard it. Each container or package in which such lamps are contained must be labeled or marked clearly with the phrase "Universal Waste -- Lamp(s)". Each label must have a space to mark the date when the first bulb was placed in to the container.

- XIV. PRINTED CIRCUIT BOARDS: Printed circuit boards are a common component of many electronic systems built for both military and commercial applications. Depending upon the use and design of the particular printed circuit board, various other metals may be used in the manufacturing process, including lead, silver, gold, platinum, cadmium, chromium, and mercury.

It is the responsibility of the Contractor to ensure the recycling of all materials in the printed circuit boards are disposed of in a manner approved by federal, state, and local laws, rules, and regulations. Any hazardous materials should be separated from non-hazardous prior to disposal and processed accordingly. Each container or package in which such Printed Circuit Boards are contained must be labeled or clearly marked with one of the following phrases:

- "Scrap metal", or
- "Recyclable Electronics"

- XV. MERCURY CONTAINING DEVICES: The preferred alternative for managing these devices when they no longer work or are no longer needed is to send them to a facility that recycles the mercury by distilling it so that it can be used in other products. The container or package must be labeled or marked clearly with one of the following phrases:

"Waste Mercury-containing Devices", or
"Used Mercury-containing Devices", or
"Scrap Metal-Mercury"

- XVI. FACILITIES: This is a mandatory contract for all ODOT locations. ODOT has thirteen (13) Highway Operation Districts throughout the state of Ohio which include 1 Central Office location and 12 district garages.

All pick-ups will be done at the District Office location for each of the thirteen districts.

GENERAL SPECIFICATIONS AND REQUIREMENTS**ODOT District Offices**

| | | | | |
|---|--|--|---|---|
| <p>District 1 1705 N. McCullough St. Lima, Ohio 45801</p> | <p>District 2 317 East Poe Road Bowling Green, Ohio 43402-1330</p> | <p>District 3 906 North Clark St. Ashland, Ohio 44805</p> | <p>District 4 2088 S. Arlington St. Akron, Ohio 44306</p> | <p>District 5 9600 Jacksontown Rd. Jacksontown, Ohio 43030</p> |
| <p>District 6 400 East William St. Delaware, Ohio 43015</p> | <p>District 7 1001 St. Mary's Ave. SR 29 Sidney, Ohio 45365</p> | <p>District 8 505 South SR 741 Lebanon, Ohio 45036</p> | <p>District 9 650 Eastern Ave. Chillicothe, Ohio 45601</p> | <p>District 10 1401 Colegate Drive Marietta, Ohio 45750</p> |
| <p>District 11 2201 Reiser Ave. New Philadelphia, Ohio 44663</p> | <p>District 12 5500 Transportation Blvd. Garfield Heights, OH 44125</p> | <p>Central Office Garage 1610 West Broad St. Columbus, OH 45365</p> | | |

PRICE SCHEDULE

ALL DISTRICTS AND CENTRAL OFFICE GARAGE

Contractor: EEI-Environmental Enterprises Inc.
OAKS Contractor ID # 47189

| OAKS Item ID# | DESCRIPTION | UNIT MEASURE | COST PER UNIT |
|---------------|------------------------------------|--------------|---------------|
| | Category 1 - Batteries | | |
| 15940 | NiCad Batteries | Per pound | \$0.22 |
| 15941 | Lithium Batteries | Per pound | \$2.79 |
| 15942 | Lead Acid Batteries | Per pound | \$0.22 |
| 15943 | Alkaline Batteries with no mercury | Per pound | \$0.76 |
| 15944 | Alkaline Batteries with Mercury | Per pound | \$5.00 |
| 15946 | Sorting Charge | Per pound | \$0.20 |
| | | | |
| | Category 2 - Ballasts | | |
| 15947 | Non-PCB Ballasts | Per pound | \$0.25 |
| 15948 | Built-In Ballasts | Per pound | \$0.35 |
| 15949 | Capacitors | Per pound | \$0.35 |
| | | | |

Contractor: USA Lamps & Ballast Recycling, Inc.
OAKS Contractor ID # 54210

| OAKS Item ID# | DESCRIPTION | UNIT MEASURE | COST PER UNIT |
|---------------|--|--------------|---------------|
| | Category 3 - Bulbs | | |
| 15950 | Fluorescent Lamps –Straight – less than 5 feet | Each | \$0.25 |
| 15951 | Fluorescent Lamps –Straight –5 feet or more | Each | \$0.45 |
| 15952 | Compact and other fluorescent lamps | Each | \$0.30 |
| 15953 | High Intensity Discharge (HID) lamps | Each | \$1.00 |
| 15954 | Shatter Resistant lamps less than 5 feet | Each | \$1.25 |
| 15955 | Shatter Resistant lamps 5 feet or more | Each | \$1.25 |
| | | | |
| 15956 | Category 4 – Printed Circuit Boards | Per pound | \$0.20 |
| | | | |
| 15957 | Category 5 – Mercury Containing Devices | Per pound | \$3.50 |
| | | | |

PRICE ALLOCATION FOR ENVIRONMENTAL ENTERPRISES

Percentage of cost for labor _____ 25 _____ %
 Percentage of cost for Fuel _____ 20 _____ %
 Percentage of cost for Equipment/Supplies _____ 20 _____ %
 Other (please explain) _____ Treatment and Disposal 35 _____ %

PRICE ALLOCATION FOR USA LAMP & BALLAST

Percentage of cost for labor _____ 10 _____ %
 Percentage of cost for Fuel _____ 10 _____ %
 Percentage of cost for Equipment/Supplies _____ 10 _____ %
 Other (please explain) _____ Recycling Fees 70 _____ %

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS902109-1(04/30/11)



Contractor ID# 47189

Environmental Enterprises Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

TERMS: 2% 10 Days, Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: George Ioannides

Telephone: (614) 419-6432
Toll-Free: (800) 722-2818
FAX: (614) 294-1301
E-Mail: ggiannides@eeienv.com

CONTRACTOR AND TERMS:

BID CONTRACT NO.: RS902109-2(04/30/11)



Contractor ID# 54210

USA Lamp & Ballast Recycling, Inc.
7806 Anthony Wayne Avenue
Cincinnati, OH 45216

TERMS: Net 30 Days

DELIVERY: As Specified

* PURCHASE ORDER AND REMITTANCE ADDRESS:

USA Lamp & Ballast Recycling, Inc.
PO Box 212
Mason, MI 48854-0212

CONTRACTOR'S CONTACT: Tim Kimmel

Telephone: (513) 641-4155
Toll-Free: (800) 778-6645
FAX: (513) 641-4156
E-Mail: timothy.kimmel@usalamp.com

* Indicates the addition of a purchase order and remittance address for USA Lamp & Ballast Recycling, Inc.

ATTACHMENT 1-OPTIONAL SERVICES PROVIDED

This list is provided by USA Lamp & Ballast. Contractor ID# 54210

| <u>LAMP TYPE:</u> | <u>PRICE:</u> |
|--|-----------------|
| 4 Foot Fluorescent and under straight lamps | \$ 0.25 each |
| 5 Foot Fluorescent and over straight lamps | \$ 0.45 each |
| Compact Fluorescent..... | \$ 0.30 each |
| Shielded Fluorescent, all lengths | \$ 1.25 each |
| U Shape & Circular Fluorescent..... | \$ 0.30 each |
| HID Lamps..... | \$ 1.00 each |
| Low Pressure Sodium Lamps | \$ 2.85 each |
| Incandescent Bulbs | \$ 0.26 each |
| Mirrored Spot Lamps | \$ 0.36 each |
| Broken/Crushed fluorescent lamps (Packaged in Sealed Container)..... | \$ 0.94 per lb. |
| Broken/Crushed HID lamps (Packaged in Sealed Container)..... | \$ 1.20 per lb. |
| 2" Grooved fluorescents, all lengths..... | \$ 0.68 each |
| 4' and 8' w/ ballast module attached | \$ 1.55 each |
| Floods and Plastic Encased Spots..... | \$ 1.25 each |
| Neon Lamps | \$ 2.99 per lb. |
| UV Lamps..... | \$ 1.65 each |

| <u>MERCURY CONTAINING DEVICES</u> | <u>PRICE:</u> |
|---|-----------------|
| Mercury Containing-Devices..... | \$ 3.50 per lb. |
| <i>***Price includes weight of container.</i> | |

| <u>COMPUTER and ELECTRONIC EQUIPMENT</u> | <u>PRICE:</u> |
|---|-----------------|
| Printed Circuit Boards..... | \$ 0.20 per lb. |
| PC Monitors..... | \$ 0.20 per lb. |
| Televisions and Other Monitors | \$ 0.35 per lb. |
| Electronics (i.e. printers, copiers, fax machines, cell phones etc).... | \$ 0.20 per lb |
| <i>***Price includes weight of container.</i> | |

SUMMARY OF AMENDMENTS

| Amendment Number | Revision Date | Description |
|------------------|---------------|---|
| 2 | 03/15/11 | This amendment is issued to advise that Contract No. RS902109 will not be renewed beyond the current expiration date of 04/30/11. Thereafter, agencies shall utilize their direct purchase authority to procure their needs in accordance with ORC125.05. |
| 1 | 11/26/10 | This amendment is issued to indicate the addition of a purchase order and remittance address for USA Lamp & Ballast Recycling, Inc. |