

AGREEMENT/CONTRACT

THIS AGREEMENT/CONTRACT is entered into between Kittitas County Solid Waste (hereinafter the "County"), whose address is 925 Industrial Way, Ellensburg, Washington 98926, and Emerald Services Inc. whose address is 7343 E. Marginal Way S. Seattle, WA 98108, hereinafter the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all materials necessary for performing the work in accord with and as described in all bid documents. All terms and conditions set forth in the bid documents, attached hereto, are incorporated herein by reference and are a part of this Contract. This Contract including the bid documents represents the entire and integrated agreement between the County and the Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral.

2. The County agrees to pay for the work as set forth in the manner and upon the conditions provided herein and in the bid documents. The County shall have the right, upon written notice, to withhold from payments due to the Contractor such sums as necessary, in the County's sole opinion, to protect the County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. Such withholding of payments shall be without penalty to the County. In addition, if sufficient funds are not appropriated or allocated by the County for payment of services provided under this Contract for any future fiscal period, after notice duly given, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and no penalty or expense shall accrue to the County in the event this provision applies.

3. This Agreement, including the bid documents which are incorporated herein by reference, contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

4. The parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Contractor as an independent contractor. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. The Contractor acknowledges that the entire compensation for this Contract is specified herein and in the bid documents, or in any addenda thereto as provided in writing and signed by both parties. Neither the Contractor nor its employees is entitled to any County benefits including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees. The performance of all or part of this Contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any of Contractor's employees or subcontractors, or any employees of subcontractors, by the County at the present time or in the future.

5. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law

Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) Provided, however, that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination. Such employment nondiscrimination shall include but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. In addition, the Contractor agrees that it will not discriminate against any recipient of services or benefits provided for in this Contract on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, or the presence of any sensory, mental or physical handicap. If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall also include appropriate safeguards against discrimination. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment and in services.

In the event the Contractor violates this provision, the County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

6. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County. In such event, any and all agreed changes related to such assignment or subcontract shall be in writing, signed by each of the parties.

7. The County reserves the right to terminate or cancel this Contract for convenience as provided in the bid documents, upon 30 days written notice sent by certified mail to the Contractor at the address listed above, or by courier or other delivery service with proof of delivery. The County may also immediately terminate the Contract for cause, as provided in the bid documents, and may also pursue such other remedies as are legally available. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination; the County shall not be liable for indirect or consequential damages. Termination by the Contractor or the County will not waive any claim or remedies one may have against the other.

8. The Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense that the County may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement.

9. The Contractor shall provide to the County proof of insurance in the amounts required under the bid specifications. Kittitas County, its agents, elected and appointed officials, volunteers and employees shall be named as additional insureds on said insurance policies, as provided in the bid documents, and no contract shall form unless and until a copy of the Certificate of Insurance with Endorsement properly completed and in the amounts required, is attached to the Contract.

10. This agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding to enforce this Agreement shall be brought in the Superior Court for the State of Washington in Kittitas County, Washington.

11. The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax

payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

12. This Contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluation by service recipients under this Contract. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this contract for six (6) years after contract termination, and shall make them available for such review, within Kittitas County, Washington, upon request.

13. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

14. Except as set forth elsewhere in this Contract and in the bid documents, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the Department Head of Kittitas County Solid Waste, at 925 Industrial Way, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Contract shall be given to the address reflected in the opening paragraph of this Contract. Notice may be given by delivery or by depositing in the U.S. Mail, first class postage prepaid.

15. The County's failure or delay to insist upon strict performance of any of the provisions of this Contract to exercise any rights or remedies under this Contract shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect. The County's rights and remedies set forth in any provision of this Contract are in addition to and do not in any way limit any other rights or remedies afforded to the County by any other provisions of this Contract or by law. The headings and paragraph titles of this contract are not a part of the Contract and shall have no effect upon the construction or interpretation of any part hereof.

16. If any term or condition of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

17. Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Contract shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

18. Contractor Commitments, Warranties and Representations:


The Contractor represents and warrants to the County as follows:

- A. The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- B. The Contractor has the authority to execute this Contract, to make the representations and warranties therein set forth, and to perform the Contractor's obligations under the Contract in accord with its terms.
- C. This Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of the Contractor.
- D. The Contractor has or will obtain prior to commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- E. The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor's ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Contract.
- F. None of the representations or warranties in this Contract, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

19. The term of this Agreement shall be from 1 October 2014 to 1 October 2015.

IN WITNESS WHEREOF, the parties have executed this Contract this 7th day of

October, 2014.



Signature of Signatory

(Date 9/23/14)



Print Name of Signatory

KITTITAS COUNTY BOARD OF COMMISSIONERS



Paul Jewell Chairman



Gary Berndt, Vice-Chairman



Obie O'Brien, Commissioner

Fed. ID Number: _____



[Signature]
Clerk of the Board

Approved as to Form:

By: _____
Deputy Prosecuting Attorney



**KITTITAS COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the County.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Kittitas County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Kittitas County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the County. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Kittitas County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Kittitas County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Kittitas County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Kittitas County will consider a Vendor's request for exemption from disclosure; however, Kittitas County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the County will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to Kittitas County Solid Waste, 925 Industrial Way Ellensburg, Washington, 98926, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Kittitas County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Kittitas County contracts.

29. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Kittitas County. This Agreement shall be governed by the laws of the State of Washington.

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Kittitas County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

ABBREVIATIONS:

CD: Certificate of recycling, treatment, disposal and/or destruction
CDC: Center for Disease Control
CFR: Code of Federal Regulations
DOT: US Department of Transportation
EPA: United States Environmental Protection Agency
Gal.: gallon
OSHA: Occupational Safety and Health Administration
PCB: Polychlorinated Biphenyl
ppm: Parts Per Million
RCRA: Resource Conservation and Recovery Act
RCW: Revised Code of Washington, [HTTP://SLC.LEG.WA.GOV/](http://slc.leg.wa.gov/)
RTSDF: Recycling, Treatment, Storage, and/or Disposal facility
SOP: Standard Operating Procedures
USDOT: United States Department of Transportation
WADOT: Washington Department of Transportation
WADOE: Washington State Department of Ecology
WISHA: Washington Industrial Safety and Health Act
WSUTC: Washington State Utilities and Transportation Commission
MCS: Motor Carrier Safety

GLOSSARY:

49 CFR: Code of Federal Regulations, Transportation

Container: Any portable device in which a material is stored, transported, treated, disposed of, or otherwise handled.

Dangerous Waste: Dangerous Waste is defined at WAC 173-303. For the purpose of this document, the terms “dangerous waste” and “hazardous waste” are used interchangeably.

EPA/State identification number: the number assigned by EPA or by an authorized State to each generator, transporter, and RTSDF.

Final RTSDF: an RTSDF that receives a waste material(s) or waste constituent(s) under the provisions of this contract using the waste management methods as described in this IFB document and which provides a CD as described in this IFB document, with the exception of Final Storage facility that would not provide a CD. For the purposes of this IFB, Final Storage only applies in the case of dioxin bearing/forming waste for which no current destruction capacity exists in the United States and which is stored in the United States.

Generator: any person, by site, whose act or process produces dangerous waste or whose act first causes a dangerous waste to be subject to regulation.

Incineration: units operated in accordance with the technical operating requirements of 40 CFR part 264 subpart O and part 265 subpart O.

Landfill: a disposal facility where waste is placed in or on land.

Long Term Storage: storage for more than one year.

Manifest: the shipping document EPA form no. 8700-22 and if necessary EPA form 8700-22A, originated and signed by the generator in accordance with the instructions included in the Appendix to 40 CFR part 262

MCS 90 Endorsement: is a required endorsement to a business automobile policy for hazardous material/waste transporters required by the Federal Motor Carrier Safety Regulations.

Neutralization: using the following chemical reagents or combination of reagents: (1) acids, (2) bases, or (3) water resulting in a pH greater than 2 but less than 12.5 as measured in the aqueous residuals.

Reclamation: the process to recover a usable product(s) or to regenerate the material(s)

Retort: roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery

RTSDF: a Recycling, Treatment, Storage and/or Disposal Facility, a facility, including all contiguous land, and structures, other appurtenances, and improvements on the land, which is used for recycling, reusing, reclaiming, transferring, treating, storing and other waste management methods as described in this IFB document for the handling and disposing of dangerous wastes, and a facility that is subject to regulation and/or permitting under federal and state hazardous waste regulations as described in this IFB document.

Short Term Storage: storage of wastes for one year or less.

Transfer facility: any transportation related facility including loading docks, parking areas, storage areas and other similar areas where shipments of waste are held during the normal course of transportation.

Transportation: the movement of waste by air, rail, highway, or water.

Transporter: a person engaged in the off-site transportation of waste by air, rail, highway or water.

Treatment: any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste, or so as to recovery energy or material resources from the waste, or so as to render such waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.