



Resource Management Services



ATTENTION PROPOSERS

COUNTY OF LYCOMING

REQUEST FOR PROPOSAL

FOR

PROCESSING AND RECYCLING OF ELECTRONIC WASTE

When proposers are either downloading proposal documentation from Lycoming County Resource Management Services' web site (www.lcrms.com / Business Information /Request for Bids) or receive a current copy from areas other than Lycoming County Resource Management Services' Landfill Site, proposers are required to contact Lycoming County Resource Management Services and place their company name on the proposers list. This will ensure that each proposer receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by County of Lycoming. When submitting a proposal, place the proposal form sheet as the top page of the proposal package.

**447 ALEXANDER DRIVE
MONTGOMERY, PA 17752
800-326-9571
570-547-6534 - FAX**

Legal Ad

Sun Gazette

To be run: July 2, and 6, 2020.

REQUEST FOR PROPOSALS

The County of Lycoming is requesting sealed proposals for **PROCESSING AND RECYCLING OF ELECTRONIC WASTE** for Lycoming County Resource Management Services, in accordance with the specifications on file with the Chief Clerk at Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA or Lycoming County Resource Management Services, 447 Alexander Drive, Route 15, Montgomery, PA.

Proposals will be received by the Controller of the County of Lycoming at her office, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 until 5:00 P.M., prevailing time on the 17th day of July 2020. Proposals will be opened at 10:00 a.m. on the 21st day of July 2020, in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All proposals shall be submitted in a sealed envelope clearly marked **Proposal for PROCESSING AND RECYCLING OF ELECTRONIC WASTE.** All proposals shall remain firm price for 60 days after the date of opening.

All questions pertaining to this request for proposal shall be directed to Lauren Strausser, Recycling Coordinator for Lycoming County Resource Management Services, either by phone at (800) 326-9571 or by E-mail at lstrausser@lcrms.com (preferred).

The County reserves the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal that they deem to be in the best interest of the County.

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

COMMISSIONERS OF THE COUNTY OF LYCOMING

Scott L. Metzger, Chairman
Tony R. Mussare, Vice Chairman
Richard Mirabito, Secretary

Attest:
Matthew A. McDermott, Chief Clerk

GENERAL PROPOSAL SPECIFICATIONS

PROCESSING AND RECYCLING OF ELECTRONIC WASTE

1. INVITATION FOR PROPOSALS:

Sealed proposals will be received at the office of the Controller, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA, 17701 until 5:00 P.M. EST, on Friday, July 17, 2020, for the **PROCESSING AND RECYCLING OF ELECTRONIC WASTE**. This service will be delivered with the specifications set forth in these proposal specifications and other terms, conditions and instructions to the specifications attached hereto and made a part hereof as though full set forth herein. Equipment & materials shall include all necessary items for efficient operation whether or not specifically mentioned in these specifications.

2. INTENT OF CONTRACT:

Request for submittal proposals to the Lycoming County Resource Management Services for the **PROCESSING AND RECYCLING OF ELECTRONIC WASTE** meeting or exceeding the specifications of this proposal. The Proposal pricing that is listed within the Proposal Documentation shall include the any and all cost for the services and all transportation charges from the sites designated by the County as requested within the specifications. These specifications are not meant to be restrictive in any way, but are intended to assure that all proposals submitted for consideration will cover all the services as outlined within the proposal specification.

3. BASIS OF AWARD:

Award of the contract by the Commissioners of the County of Lycoming will be based upon the lowest total cost submitted on the Proposal Form. Consideration will also be given to delivery date, analysis and comparison of services specification details, and past experience of the County of Lycoming with similar or related equipment, materials, supplies and services. The County reserves the right to reject any or all proposals as authorized by law and to award the contract to other than the lowest proposer when deemed to be in the best interests of the County of Lycoming.

INSTRUCTIONS TO PROPOSERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

TO BE CONSIDERED, PROPOSALS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO PROPOSERS.

1. Parties to Contract:

Where the words “Commissioners”, “Controller”, “Purchasing Director”, and “County” are used, they shall be understood to refer respectively to the Commissioners, the Controller, and Purchasing Director of Lycoming County, and Lycoming County Pennsylvania, or other persons designated in writing to represent Lycoming County.

2. Definitions:

- (A) “Solicitation” refers to and includes the Invitation for Proposals, the Instructions to Proposers, The Schedule, The Terms and Conditions, other Proposal Documents and all attachments, etc., issued with the Invitation for Proposals, together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to proposal opening.
- (B) “Contract Documents” consist of the Agreement between the County and the Contractor (hereinafter the Agreement), Terms and Conditions, Schedule, Specifications, Drawings, any and all addenda, errata, and bulletins issued prior to execution of the Contract, other documents listed in the Proposal Form and in the Form of Agreement, and Modifications issued after execution of the Contract.
- (C) “Contract” refers to the contract documents, which form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Solicitation and proposal documents. The Contract may be amended or modified only by a written Modification.
- (D) A Modification if (1) a written amendment to the Contract signed by the County and Contractor, (2) a supplement, (3) a written interpretation issued by the County, (4) a written order for a minor change in the Scope of Work of the Contract. A Modification may be made only after execution of the written Contract.

3. Submission of Proposals:

All proposals must be submitted, on the required proposal form; must be signed by the respective proposer; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required documentation, completed price schedule, and responses detailed in the Instruction to Proposers to the Controller Office, at her office, Lycoming County Executive Plaza Suite 201, 330 Pine Street, Williamsport, PA 17701. Proposals are to arrive no later than 5:00 P.M., July 17, 2020. Late proposals will not be accepted. Place “Proposal for **PROCESSING AND RECYCLING OF ELECTRONIC WASTE** on the outside of the sealed envelope presented to the Controller.

4. Preparation of Proposals:

- (A) Proposals shall be made on proposal forms provided by the County. Fill in ALL blanks and submit SIGNED COPIES. Each proposer shall furnish all information required by the contract documents. The proposer shall sign the proposal and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority.
- (B) Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.
- (C) For each item offered, proposers shall (1) show the unit price, and (2) enter the extended price for the quantity of each item offered in the “Amount” column of the Schedule, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

5. Preparation of Proposals Continued:

- (D) Proposals for services other than those specified will not be considered.
- (E) Proposers must comply with the time for delivery of services or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Lycoming County Board of Commissioners accepts, by Resolution, the proposal of the successful proposer and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful proposer after contract award.
- (F) Time, if stated as a number of days, will be calendar days including Saturdays, Sundays and holidays. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day.
- (G) **Please place the “Proposal Form” sheet as the top sheet of the proposal package.**

6. Modification of Proposals:

- (A) Proposals may not be modified after submittal. Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.
- (B) No proposal may be withdrawn or modified later than the specified date and time for Proposal opening except as provided by applicable law.

7. Basis of Proposal:

- (A) The proposer must include any Alternates and Unit Cost Items as may be shown on the Proposal Form; failure to comply will be cause for rejection for the proposal.
- (B) Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative proposals, or irregularities of any kind of the Proposal Form shall be cause for rejection of the proposal.
- (C) No assignment of proposals will be considered.
- (D) The County of Lycoming is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the County. It will be the contractor’s responsibility to provide the County with the necessary tax exemption forms.

8. Basis of Proposal Continued:

This provision shall not apply to construction, repair and/or maintenance contracts where under the proposed purchases supplies, materials and/or equipment for the performance of the contract and includes the cost thereof in computation of his/her proposal.

- (E) The County will not consider offers of discount for prompt payment in its determination of the lowest proposal, but reserves the right to apply any such discount offered by the successful proposer.

9. Proposal Opening:

The following proposal opening procedures will be followed

The time for receiving proposals will be declared closed at the advertised time. Proposals will be opened and initially reviewed in the following manner:

- (A) The County Controller, or his/her designated representative will read aloud the name and address of the proposer(s) and the proposed amount(s).
- (B) If the proposer submits proposal documents with informalities, errors, or omissions or fails to properly execute and seal the said documents the proposer in the County's sole discretion may be given 72 hours from the time of the proposal opening in which to provide such information to the County.
- (C) The County has the right to waive any and all informalities.

10. Acceptance, Rejection, or Disqualification of Proposals:

- (A) The County will award contract(s) to the lowest responsible proposer(s), including full consideration of any alternates which may appear on the Proposal Form, meeting all terms, conditions, and specifications, whose proposal(s) is/are considered to be the most economical and in the County's best interests. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof.
- (A) A proposal which is incomplete, obscure, conditional, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.
- (C) The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the proposer.

11. Execution of Contract:

- (A) The successful proposer must execute a written contract with the county in the form set forth in the solicitation immediately after award of the contract. If the successful proposer fails or refuses to execute the formal contract within 10 days of the date of contract award, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the contractor shall be prepared, upon written Notice of Proposal Award, to commence work or supply goods, materials or equipment pursuant to the contract on the day of award.

12. Delivery:

- (A) Unless specified otherwise deliveries will be F.O.B. Destination. All proposals prices must include freight.
- (B) The Schedule will identify the County’s required delivery date, time, quantities, and location.

13. Contractor Obey Laws:

Contractor shall obey all Federal, State, and local laws, ordinances and regulations in any way pertaining to the requirements of these specifications, and shall obtain any and all permits, etc., which may be necessary.

14. Insurance:

- (A) The Contractor shall carry insurance for contractor’s liability, auto and truck, Worker’s Compensation, Owner’s Protective Liability, and Fire with extended coverage and Builder’s Risk Insurance. The Successful Contractor is required to submit within 10-days after the award of contract, a Certificate of Insurance with the following insurance coverage and naming the County of Lycoming as additional insured. The Contractor is required to keep said insurance coverage in force during the life of this contract.

Worker’s Compensation	Statutory
Employer’s Liability	Statutory
Automobile Liability	\$1,000,000 combined single limit
Comprehensive General Liability with following minimum coverage:	
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

15. Insurance Continued:

Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense (any one person)	\$ 5,000

- (B) The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The contractor shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without written consent of the County.

16. Payments:

The Company is required to distribute, file, and transmit to LCRMS the trailer/box truck-content summaries, manifests and/or shipping documents, and any other required paperwork within five (5) working days after the pickup date. Billing will take place on a monthly basis, with payments due by the end of the billing month (Net 45). If the Proposal accepted by the LCRMS involves monies due to the Company, the Company's standard payment terms will apply provided that they involve a minimum of 30-days' worth of billing documentation. If the Proposal accepted by the LCRMS involves monies due to the LCRMS a finance charge of 1.5% will be applied to late payments.

Unless otherwise specified in the specifications as to method of payments by the County to the contractor, payments shall be made to the contractor within 30 days of receipt of invoice, after inspection and acceptance of the services, material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoices for such part shall be made upon delivery, and payment made within 30 days under conditions above.

17. Additions to Contract:

The County shall have the right, without invalidating the purchase contract, to make additions to from the services, material and/or equipment listing covered by these specifications. The quantities of said services or items are estimated and used for comparison purposes and the actual quantities might be greater or less than the number stated. Additions will be in accordance with the unit price quoted in the proposal documents. All additions will be implemented through a written change order signed by both parties. This action would also apply to all other County departments and facilities as required by the County. Each department and/or facility would have their own contact person and delivery schedule.

18. Additions to Contract Continued:

In the event that the County would require additional services, products, parts, materials and/or equipment that are not listed as part of the proposal package and without invalidating the purchase contract, the vendor(s) would be required to furnish and deliver the services, products, materials, and/or equipment to the County, at the vendor's current standard retail price of said services or items. This situation would be in effect for the life of the contract. This action would also apply to all other County departments and facilities as required by the County. Each department and/or facility would have their own contact person and delivery schedule.

19. Patented Items:

The Contractor agrees to save the County, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used in the performance of the contract for which the Contractor is not the patentee, assignee or licensee.

20. Rights in Data:

1. Except as otherwise provided in this Contract, the Contractor grants to the County, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform and display publicly, by and on behalf of the County, for all material or subject matter called for under this Contract, or for which this clause is specifically made applicable.
2. The Contractor shall indemnify the County and its officers, agents, and employees acting for the County against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Contract; or, (2) any libelous or other unlawful matter contained in such data. The provisions of this Paragraph do not apply unless the County provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the County and incorporated in data to which this clause applies.

21. Indemnification:

The Contractor will indemnify, defend and hold the County of Lycoming, its Commissioners, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against the County of Lycoming, employees and agents as a consequence of any action or claim arising out of the Contractor's malfeasance, neglect or omission.

22. Term and Start of Contract:

The term shall be effective upon award and terminate on December 31, 2021. This contract may be extended by amendment for up to ten year term by mutual agreement of both parties.

23. Quantities and Pricing:

The LCRMS does not guarantee a minimum or a maximum quantity of materials to be shipped; however the Company should be capable of processing and marketing up to 40 tons of electronic waste per month. It is anticipated that one tractor trailer load of devices will be shipped biweekly or one box truck load of devices shipped weekly; however the Company is expected to respond to additional shipping requests within five working days. The County is a tax exempt entity and the prices shall not include Pennsylvania Sales Taxes.

All pricing, as proposed, must remain firm for the life of the Contract.

24. Submittal of Proposal Documents:

The following documents are required to be submitted with each Proposal:

1. Proposal Form
2. Bidders Questionnaire

The County will issue the original Form of Agreement, to the successful proposer for processing after the contract has been awarded by the County. The successful proposer will have 10-days to process and return the Form of Agreement and Certificate of Insurance as described within these proposal documents.

25. Right to Know Law Statement:

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

26. Default and Contract Termination:

Should the Company or any of the Subcontractors file for bankruptcy, close their business, sell their business, or not be able to fulfill their contractual obligations due to labor relations or other reasons, the Contract may become null and void or renegotiated on the date of such an occurrence. The Company may terminate the Contract if the County does not comply with their Contract responsibilities. Notice of an anticipated occurrence shall be given to the County 60 calendar days in advance.

The County reserves the right, in its best interest, to cancel the Contract at any time and without cause. Notice will be given to the Company 60 calendar days prior to termination. The County reserves the right to secure electronic waste processing/recycling services from other Original Equipment Manufacturers (OEMs) in an emergency or contract dispute situation.

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BACKGROUND INFORMATION AND PROPOSAL SPECIFICATIONS FOR PROCESSING AND RECYCLING OF ELECTRONIC WASTE

BACKGROUND INFORMATION:

The Lycoming County Resource Management Services (LCRMS) a department within the County of Lycoming, accepts Electronic Waste from the public at its two (2) facilities, located at:

447 Alexander Drive, Montgomery, PA 17752 (Municipal Landfill Site)
1475 West Third Street, Williamsport, PA 17701 (Transfer Station Facility)

The Electronic Waste currently collected by the LCRMS and referred to in this Request for Proposal is:

Covered Electronic Devices (Pennsylvania CDRA):

- Computers/PCs – Desktop, Laptop Notebooks, Servers, and Tablets
- Monitors, Televisions – CRT, Console, LCD, LED, Plasma, and Flat Screens (all shapes/sizes)
- Computer Peripherals – Keyboards, Mouse/Mice, Computer Speakers, and all external devices (i.e. CD/DVD/Blu-ray ROM/burners, scanners, wireless routers/switches/modems and external tape, optical and hard disc drives)
- Printers – all desktop printers, inkjet, all-in-one printers (Printer-Scanner-Fax), dot matrix and lasers

Non-CDRA Devices:

- Cell phones/PDAs, Smart phones, and MP3 Players
- All electronic cables (wiring)
- Video games and Consoles/Controllers
- UPS Systems (Uninterruptible Power Supply) Battery Back Up

LCRMS currently accepts, at no charge, small to moderate quantities generated by Lycoming, Union, Snyder, Northumberland, Montour, and Columbia County residents, and small businesses (under 50 employees). Electronic Waste will not be accepted from out-of-county residents or businesses (outside of service area).

LCRMS opened a permanent Electronics Recycling Facility in 2012 to divert Electronic Waste from the solid waste stream in order to remove potentially hazardous materials like lead, cadmium, mercury and lithium. The program was also established to recover reusable electronic components such as metals, glass, and plastics contained in computer equipment. LCRMS shipped 325 tons in 2013, 336 tons in 2014, 370 tons in 2015, 356 tons in 2016, 275 tons in 2017, 262 tons in 2018, and 218 tons in 2019.

BACKGROUND INFORMATION CONTINUED:

LCRMS receives electronic waste from the general public six days per week; Monday through Friday 7:00 A.M. to 4:30 P.M. and Saturdays 7:00 A.M. until 12:00 P.M. Items are sorted, placed into Gaylord boxes, and palletized. Gaylords sit on a pallet and are picked up and loaded into the selected Processor's trailer/box truck and transported by the Processor when the trailer/box truck is full (approximately 48 Gaylord boxes/wood pallets double stacked in trailer). LCRMS will be provided with documentation for the net pounds picked up by the selected Processor. When picking up a full trailer/box truck, the Processor supplies sufficient Gaylord boxes/wood pallets and shrink wrap and tape to store the next load of Electronic Waste.

SCOPE OF WORK:**PURPOSE OF PROPOSAL:**

Based on the interest of The Covered Device Recycling Act (Pennsylvania's Act 108 of 2010), it is the LCRMS's desire on behalf of the County of Lycoming to contract an environmentally responsible Electronics Recycling Processor that has, at a minimum, achieved and maintained a third-party accreditation, such as The Responsible Recycling Practices Standard (R2) or E-Stewards Standard (as required in the Act). Additionally, it is the LCRMS's intent to receive the most value for its recycling and processing services while assuring that the management of the Electronic Waste has been recycled in compliance with all applicable federal, state, and local laws, regulations, and ordinances; furthermore, that all Electronics collected at the LCRMS facilities for recycling will not be exported for disposal in a manner that poses significant risk to public health or the environment.

The LCRMS is soliciting proposals on the behalf of the County of Lycoming for providing services, including pricing and/or rebates, from Electronics Processors that have achieved and maintained a third-party accreditation, such as The Responsible Recycling Practices Standard (R2) or E-Stewards Standard in Pennsylvania that are listed on the Department of Environmental Protection (DEP) website, as well as other Electronics Processor in surrounding states that meet the same requirements. For Electronics Processors outside Pennsylvania, proof of a state processing permit (if applicable) or an Environmental Protection Agency (EPA) facility identification number is necessary.

The LCRMS is soliciting proposals with pricing and/or rebate and/or special event collections from qualified Electronics Processors for service to begin upon award.

SCOPE OF WORK CONTINUED:

PROPOSAL CONTENT:

Please provide your prime standard qualification package, if any, and in your proposal, please address the following:

1. The legal organization of the Processor, including the owners, parent company, subsidiaries, partners or joint ventures.
2. Operating experience with Electronic Waste processing/recycling and the amount of staffing available to process LCRMS's Electronic Waste.
3. Regulatory compliance with local, state and federal environmental agencies.
4. The identity of end-markets used, their environmental compliance history, certification and permit information; and the Processor's relationships with those end-markets.
5. Financial history and capability to provide certificates of insurance.
6. Third-party International accreditation, such as R2 (Responsible Recycling Practices Standard) or E-Stewards Standard.
7. Number of years you have provided services in Pennsylvania?
Number of Pennsylvania County/Municipal Programs you have serviced under a contract? Did you fulfill the duration of the contract without interruption of service? Have you ever shut off, stopped collecting, or been part of a significant disruption service of a Pennsylvania county/municipal program? If yes, please provide an explanation.
8. In your proposal, please provide one option with your company providing the transportation, second option with LCRMS to deliver the materials (if possible), and third option of with shared transportation (if possible).
9. Other reasons your company should be selected.

END OF SCOPE OF WORK

PROPOSAL FORM

Proposal for: PROCESSING AND RECYCLING OF ELECTRONIC WASTE

The Proposal submitted to: **LYCOMING COUNTY COMMISSIONERS**, Lycoming County, Pennsylvania.

This Proposal is submitted by: _____
Name of Proposer

This Proposal is submitted on: _____
Date

1. The undersigned proposer agrees, if this Proposal is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to perform and furnish all services, equipment, labor, materials, services, goods, or products, hereafter referred to as “work”, as specified or indicated in the Contract Documents for the proposal price and within the Proposal times indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Notice to Proposers And Instruction to Proposers, including without limitations those dealing with the disposition of Proposal security, if any. This Proposal will remain subject to acceptance for 60 days after proposal opening. Proposer will sign and submit the agreement with the bonds and other documents required by the Contract Documents within 10 days after the date of the County’s Notice of Award.

3. In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that:

PROPOSAL FORM

- 3.1 Proposer has examined copies of all the Proposal documents and of
The following addenda, receipt of which is hereby acknowledged:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

- 3.2 Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 3.3 Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 3.4 Proposer has given County written notice of all conflicts, errors, and Ambiguities or discrepancies that Proposer has discovered in the Contract Documents and the written resolution thereof by the County is acceptable to Proposer and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the proposal is submitted.

PROPOSAL FORM

- 3.5 This Proposal is genuine and not made in the interest of or on Behalf of any undisclosed person, firm, or corporation and is not submitted pursuant to an agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, Firm or corporation to refrain from proposing; and proposer has not sought any collusion to obtain for itself any advantage over any other proposer or over the County.
4. Proposer will complete the Work for the prices contained in the Proposal Price Schedule attached to this Proposal Form.
5. The following documents are attached to and made a condition of this Proposal Form:
- 5.1 Request of Proposal
 - 5.2 General Proposal Specifications
 - 5.3 Instruction to Proposers
 - 5.4 Proposal Specification for Processing and Recycling of Electronic Waste
 - 5.5 Proposal Form.
 - 5.6 Form of Agreement for Services
 - 5.7 Bidders Questionnaire

PROPOSAL FORM

6. Communications concerning this proposal shall be addressed to:

Name: Lauren Strausser
Address: P.O. Box 187
Montgomery, PA 17752
Phone: 1-800-326-9571
Fax: 570-547-6534
Email: lstrausser@lcrms.com

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PROPOSAL FORM

**PROPOSAL FOR: PROCESSING AND RECYCLING OF ELECTRONIC
WASTE**

Please list pricing schedule and explain processing methods:

1. Identify the **Tipping Fees to be assessed** or the **Rebate** that will be made to LCMRS per pound for the following sorted Electronic Waste when placed in Gaylord's and loaded into a tractor trailer supplied by the Processor:

Monitors:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

CPUs:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

Peripherals:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

Televisions:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

Printers:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

Laptops:

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

Other miscellaneous electronics (i.e. Video Game Consoles, Video Game Controllers, cell phones, etc.):

\$ _____/pound or \$ _____/pound
(In Words) (In Numbers)

PROPOSAL FORM CONTINUED

2. Indicate any and all transportation/freight arrangements and costs:

3. Explain the method of processing and/or uses for the Electronic Waste that you would receive from Lycoming County (please feel free to attach corresponding documentation):

4. Identify the business names, addresses, contact information and any internationally recognized third-party accredited certification for your end-markets and/or uses for the various Electronic Waste components processed:

PROPOSAL FORM CONTINUED

- 5. Identify three (3) governmental, non-profit or for-profit organizations for which you have provided computer recycling services. Include contact names, addresses, phone numbers, email addresses, and the type of Electronic Waste and quantities processed (use separate sheet if necessary):

a) _____

b) _____

c) _____

SEE FOLLOWING PAGE FOR SIGNATURE BLOCK FORM:

PROPOSAL FORM CONTINUED

LIST ADDENDA RECEIVED FOR PROPOSAL PACKAGE: _____

NAME OF
PROPOSER: _____

ADDRESS: _____

SIGNED: _____

PRINT
NAME: _____

TITLE: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

E-MAIL ADDRESS: _____

DATE PROPOSAL WAS SUBMITTED BY VENDOR: _____

DATE PROPOSAL WAS ACCEPTED BY COUNTY FOR REVIEW: _____

NAME AND TITLE: _____

FORM OF AGREEMENT

THIS AGREEMENT is dated as of the ___ day of _____ 20__, by and between the COUNTY OF LYCOMING (hereinafter called COUNTY) and _____ (hereinafter called CONTRACTOR).

COUNTY AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Providing Processing and Recycling of Electronic Waste at the Lycoming County Resource Management Services Landfill Site and the Transfer Station Facility and any additional County site as requested.

Article 2. CONTRACT TIME

This contract shall be effective upon award and shall terminate on December 31, 2021. This contract may be extended by amendment up to ten year period by mutual agreement of both parties.

Article 3. CONTRACT PRICE

County shall pay Contractor for completion of the Work in accordance with Contractor's Proposal, which is attached hereto. County shall pay Contractor net 30 days from date of invoice unless other terms of payment are agreed upon.

Article 4. PAYMENT PROCEDURES

Requests for payment from the Contractor or payments to the County shall be made to Lycoming County Resource Management Services as described on Page-9 under Item Number-13: Payments within the Contract Documentation. All payment requests are required to be submitted with all appropriate supporting documentation.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Paragraph 6) and the other related data identified in the Proposal Documents including "technical data".

- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor is aware of the general nature of Work to be performed by County and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between County and Contractor concerning the Work, consist of the following:

- 6.1 Request for Proposals
- 6.2 General Proposal Specifications
- 6.3 Instructions to Proposers.
- 6.4 Proposal Specifications for Processing and Recycling of Electronic Waste..
- 6.5 Proposal Form.
- 6.6 Form of Agreement (Articles 1 to 7, inclusive).
- 6.7 Bidders Questionnaire

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by a written agreement between the parties.

Article 7. MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary, in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 County and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligation contained in the Contract Documents.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to County and Contractor.

This Agreement will be effective on the first date written above.

COUNTY OF LYCOMING

Scott L. Metzger, Chairman

ATTEST:

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairperson

Richard Mirabito, Secretary

If CONTRACTOR is:

An Individual:

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No: _____

Witness: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No: _____

Witness: _ _____

A Limited Liability Company:

By _____ (SEAL)
(Firm Name)

(Authorized Member/Manager)

Business address: _____

Phone No: _____

Witness: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

Attest _____ (SEAL)
(Secretary)

Business address: _____

Date of Qualification to do business is: _____

Phone No: _____

A Joint Venture

By _____
(Name)

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above on forms attached to this Proposal Form.

BIDDERS QUESTIONNAIRE:

To compare Processors' services, pricing and management of Electronic Waste; the LCRMS is requesting information from Processors interested in providing these services. The following checklist will provide us with information to make an evaluation of each Processor's ability to meet PA Act 108 of 2010 (Covered Device Recycling Act) environmental responsibility standards while providing economically sound management of Electronic Waste in Lycoming County. Processors are asked to complete the following questionnaire:

YES NO

		YES	NO
1.	Has your company achieved and maintained a third-party accreditation from The Responsible Recycling Practices Standard (R2), E-Stewards Standard, or another Internationally accredited third party Standard? If so, please list (and attach proof of certification):	<input type="checkbox"/>	<input type="checkbox"/>
2.	Have you been issued a PA DEP Beneficial Use Processing Permit (or another state's processing permit/EPA ID Number) authorizing the computer processing being performed on your premises? If yes, list the Permit Number and Date of Issue:	<input type="checkbox"/>	<input type="checkbox"/>
3.	Are you part of a Manufacturers Program under as per PA Act 108 of 2010 (Covered Device Recycling Act) in the State of Pennsylvania?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did you collect electronic waste under PA Act 108 of 2010 (Covered Device Recycling Act) in the State of Pennsylvania throughout all of 2019 (January 1 through December 31)?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Can you dismantle, process, and market up to 30 tons of electronic waste per month generated by LCRMS? How many tons per month do you currently process?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Can you provide a box-van trailer/box truck (which is properly licensed and inspected), along with sufficient supplies of wood pallets, Gaylord cardboard boxes (boxes need to be foldable, no wooden or metal boxes), and shrink wrap and tape for LCRMS on a weekly basis, to pick up the electronic waste?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Can you pick-up and/or switch out trailers on a fixed schedule basis at least one time per week or on an as-needed basis with three (5) days' notice?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are you willing to enter into a year agreement with an option for an additional one-year annual negotiation and renewal?	<input type="checkbox"/>	<input type="checkbox"/>
9.	Are you able to provide verification of the insurance coverage listed in the <u>Specifications for Electronic Waste Processing/Recycling</u> section?	<input type="checkbox"/>	<input type="checkbox"/>
10.	Will you provide Certificates of Processing/Recycling, "Chains of Custody", and Purchase Orders or equivalent, that verifies end-markets and final disposition of all components? If so, please submit documentation.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Will you complete, distribute, and file trailer-content summaries, manifests and/or shipping documents and provide any other required paperwork within five (5) working days of pickup date (a summary of weight can be provided electronically, with paper copy to follow)? If so, please submit sample documentation.	<input type="checkbox"/>	<input type="checkbox"/>