

REQUEST FOR BIDS

FOR

HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION
AND
COMPUTER AND ELECTRONIC MATERIAL (CEM) COLLECTION

(INCLUDING PROPER TRANSPORTATION, RECYCLING AND/OR DISPOSAL)

FOR RESIDENTS AND SMALL BUSINESSES
VENANGO COUNTY, PENNSYLVANIA

Project Funded in Part
By Pennsylvania Department of Environmental Protection Household Hazardous Waste Grant

COUNTY OF VENANGO
1174 ELK STREET, PO BOX 831, FRANKLIN, PA 16323
PHONE 814.432.9684 EMAIL ejohnson@co.venango.pa.us

Sealed Bids Due No Later Than: March 28th, 2016, 10:00a.m. prevailing time, in the office of:

Chief Clerk's Office
Venango County Courthouse Annex
1174 Elk Street
Franklin, PA 16323

LATE SUBMISSIONS WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE
PROPOSER UNOPENED.

SECTION I: INTRODUCTION

Venango County proposes to continue its current household hazardous waste and electronic waste collection program, herein referred to as the Venango County *Household Waste (HW)* Program, that involves the proper collection, transportation, de-manufacturing, salvage, sale, reuse, recycling and/or disposal of both typical **Household Hazardous Waste (HHW)** **AND Computer and Electronic Waste (CEM)** as defined herein from residents and small businesses throughout the area in a safe, convenient, and cost effective manner using a fully licensed, permitted and environmentally responsible contractor. The program will include a series of regular collection events for HW in 2016 (with possible contract extensions for future years) at one centralized collection site located in Venango County and with options for possible “satellite” collections at alternate sites in the county.

It is anticipated that Venango County will be submitting a grant bid to the Pennsylvania Department of Environmental Protection (DEP) to help defray some of the costs of participant fees, education and advertising. This Request for Bids (RFB) will determine the capabilities of the private sector and cost factors for the collection, analysis, transportation, recycling and disposal of the above-mentioned HW. From the responses to the RFB, a single, licensed & permitted private contractor may be selected to provide the above-mentioned services for one year (calendar year 2016) with the option of Venango County to renew the contract for up to an additional four calendar years – solely dependent on the success and need of the program, funding availability, and at the discretion of Venango County. The contract award is contingent upon the proper registration and permitting of the program and subsequent funding approval of the DEP pursuant to their regulations and cost effectiveness of the user fees for participating residents and small businesses.

SECTION 2: DEFINITIONS

Venango County – The County of Venango, Pennsylvania

CEM – Computer and Electronic Material, which includes computer and electronic wastes defined as a product or apparatus that has its primary functions provided by electronic circuitry and components. For the purpose of this RFB and possible subsequent Contract, all those electronics identified and permitted to be collected by the DEP and any other applicable State and/or Federal agency.

Contractor – The prime Contractor responsible for all aspects of Contract performance for this proposed HW Program whether or not any subcontractors are used.

County Solid Waste and Recycling Coordinator – The Contractor’s primary contact for Venango County.

Covered Device Recycling Act (CDRA) – Pennsylvania’s Act 108 of 2010 that requires manufacturers to provide recycling programs for desktop computers, laptop computers, computer monitors, computer peripherals and televisions sold to consumers in Pennsylvania.

DEP – The Pennsylvania Department of Environmental Protection

EPA – The United States of America Environmental Protection Agency

HW – Household Waste, for the purpose of this RFP defined as those wastes produced in households and includes Household Hazardous Wastes, Electronic (CEM) Wastes, and Universal Wastes as identified, defined and properly permitted to be collected by DEP and/or any other required local, state and/or federal agency.

HHW - Household Hazardous Waste, defined as those wastes generated by a household that could be chemically or physically classified as a hazardous waste under the standards of Article VII (relating to hazardous waste management). The term “household” includes those places described as “households in 40 CFR 261.4 (b)(1) (relating to exclusions). For the purpose of this RFP and possible subsequent Contract, as defined, identified and permitted to be collected by the DEP.

MSW – Municipal Solid Waste, as defined by Act 101, The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

Processing – Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse.

Recycling – The collection, separation, recovery, sale or reuse of materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation/recovery of usable materials other than a fuel for the operation of energy.

Regulations – Laws, rules and statutes applicable to activities described herein, which are in effect locally, statewide, nationally and internationally in any and all areas where the Contractor and/or Subcontractor operates.

Site – A collection location selected and secured by the Contractor for the purpose of the proposed HW collections.

Vendor – Entities under Contract with the Contractor to receive HW waste materials.

SECTION 3: OBJECTIVE, SCOPE, and NATURE OF HW PROGRAM

Objectives of the HW program are:

- To increase public awareness as to what constitutes HW and the potential dangers with improper disposal of these wastes;
- To educate the public on responsible HW purchasing practices;
- To educate the public on HW collection, transportation, demanufacturing, salvage, sale, reuse, recycling and proper disposal techniques;
- To promote reuse and recycling as the preferred methods of proper disposal of unwanted HW; and
- To provide a legal, convenient and cost-effective ongoing HW collection program for the residents and small businesses of Venango County.

The HW Program will be available to all residents and small businesses (as permitted by DEP) of Venango County and the region. The resident or small business is not required to pre-register for the collection events by Venango County, but the successful Contractor may require this for better planning if desired. Participants will not be limited in the quantity of material they bring. Venango County anticipates each collection to average out at approximately 80-100 pounds per participant but makes no guarantees. Venango County will contribute to, as funding is available, the disposal/recycling cost for HW owed by each resident participant. If at any point in time funding is unavailable or partially available, then participants shall be solely responsible for program participant fees as needed. Commercial and/or institutional entities other than those defined by the DEP as “small businesses” or as otherwise prohibited by regulations will **not** be eligible for this subsidization program. If separate and specific funding (for example a private grant) should become available for the subsidization of the HW Program, then this shall be added to and become a part of this proposed Contract.

SECTION 4: GENERAL DESCRIPTION OF THE HW PROGRAM

Contract Duration

The duration of this contract will be twelve (12) months, April 1st, 2016 through March 31st, 2017 with an option solely by Venango County to renew the contract for an additional one (1) year, up to four (4) total calendar years at the sole discretion of Venango County and also

dependent on the success and need of the program, proper legal and environmentally responsible Contractor performance, the availability of funding for the program and if it is determined to be in the best interest of the County. Again, the contract could be extended up to an additional four (4) years, possibly ending on March 31, 2020.

Program Description

The program will consist of a series of quarterly (4) HW Collection Events scheduled between April 1st 2016 and March 31st 2017 and collecting both HHW and CEM at all events. It shall be the sole responsibility of the successful Contractor to apply for and maintain all required licenses, permits and approvals needed for each event.

The events are to be planned at a strategically and centrally located site in Venango County (and approved in writing by the DEP and County Recycling and Waste Management Coordinator) with convenient access for those bringing waste materials for drop-off. The sites shall be selected and secured by the Contractor and shall be the sole responsibility of the Contractor in reference to site use and rental / sale agreements, liability, etc. Each site shall provide controlled access to the general public, provide sufficient area for staging vehicles bringing the materials, an area where the material can be removed for analysis, inventory, storage and appropriate handling by the Contractor and security to prevent illegal dumping when the site is closed and as otherwise required and approved by DEP. As part of this Request for Bids, the County also requests the inclusion of the possibility of holding collection events at alternate sites in the county as may be permitted by DEP. The purpose of this is to possibly provide more convenient access to those in outlying areas of the county, or potentially to allow municipalities to hold collection events.

It is required that the Contractor manage all HW delivered to the site by the general public. This shall include, without limitation and per all applicable Regulations and Laws, traffic control, participant check-in, unloading of HW from the general public's vehicles, identifying the materials delivered, inventorying each item, packaging the material for safe storage and transportation, manifesting the HW and unloading the material onto Contractor vehicles for proper and legal ultimate processing through demanufacturing, salvage, sale, reuse, recycling and proper disposal. The Contractor will be the "generator" of all HW from the standpoint of the EPA, DEP and any other applicable agencies and shall provide monthly copies of detailed reports of all materials collected to the Venango County Solid Waste and Recycling Coordinator.

Program Schedule

Each HW collection event will be held on a Saturday (unless otherwise approved in writing by the County Solid Waste and Recycling Coordinator) with the duration of each collection event to be at least 4 (four) hours (unless otherwise approved in writing by the County Solid Waste and Recycling Coordinator). The Contractor will develop and submit an event schedule by **May 1st, 2016** to the County Recycling Coordinator for approval prior to any announcements or advertising for the 2016 collection year, and by December 1st thereafter for subsequent years as Contract extensions may be approved. Only the HW listed in Attachment A or as otherwise approved by the DEP will be accepted for collection.

Site Operation

1. Participant pre-registration **not** required (unless preferred by Contractor). However, site staff must at least check residency and keep track of and submit records of such residency to the Venango County Solid Waste and Recycling Coordinator on all attendees.
2. Site shall be open quarterly on at least 4 (four) scheduled Saturdays, or as per Venango County approved operation schedule, for at least 4 (four) hours of operation (or as otherwise approved). If additional collection dates are requested by the Contractor, this may be permitted in writing at the sole discretion of the Venango County Solid Waste and Recycling Coordinator and only as permitted by the DEP.
3. Contractor shall provide all traffic control, labor, collection of participant fees and other materials as needed for the permitted safe and efficient operation of the site.
4. All participants must be logged in with name, address and municipality of residence, time, date, type and weight of materials brought in for proper and legal recycling / disposal plus any comments the participant may make about the program / suggestions for improvements. This information shall be forwarded to the County Solid Waste and Recycling Coordinator after each event.
5. Site staff are required to unload waste materials from vehicles (participants are to remain in their vehicle at all times or per DEP permit requirements).
6. At conclusion of each collection, all wastes collected are to be stored at or removed from the site for processing in accordance with all DEP permit regulations and requirements.
7. Contractor shall be responsible for all rents, leases, maintenance, or any and all other costs associated with the collection program.

SECTION 5: SCOPE OF WORK

Consulting

The Contractor shall consult with the County Solid Waste and Recycling Coordinator on a regular basis on the progress of site selection and event schedule development, all operational activities, and any other issues necessary to achieve a smooth-running collection program.

The County shall notify the Contractor no later than November 15th of each year if any additional funding has been identified and is available to supplement Venango County participant fees for the subsequent calendar year.

Site Selection

The Contractor shall secure the site (within the County), including but not limited to; agreement with legal owner of site, liability and worker's compensation insurance, maintenance, and DEP / other permits as required. The DEP shall have final approval of the collection site proposed by the Contractor, however the County Solid Waste and Recycling Coordinator shall also have the right to make approval in writing. The operation of the entire program shall be conducted by the Contractor in accordance with all local, State and Federal guidelines and rules / regulations. The Contractor shall provide for the comfort and safety of its personnel.

The Contractor shall have a legal agreement with the site owner, outlining all rights and responsibilities of the parties involved. A copy of the site agreement shall be furnished to the County prior to the initiation of this program to allow for proper advertising. If a site is to change at any time for any reason, the County shall be given at least sixty (60) days prior written notice so that proper advertising can be conducted.

Site Operations

The Contractor shall be responsible for all traffic control and site operations on the property including but not limited to the point where the general public vehicles containing the HW enter the site property, move to the unloading area until the general public vehicles leave the site. Upon arrival at the collection point the Contractor personnel, upon permission, shall open the doors/trunk of the vehicle and remove the HW.

The contractor shall assemble all of the necessary personnel and equipment at the collection site so as to be ready to begin the processing of the vehicles bringing HW promptly at the established "start" collection

time. The Contractor shall have sufficient personnel to properly handle all traffic and HW delivered to each collection. At the end of each collection event the Contractor shall leave the site in such condition as agreed to between the Contractor and the site owner, as outlined in the site agreement.

The Contractor shall provide to each vehicle dropping off HW, any appropriate educational materials that are supplied or otherwise approved by the County Solid Waste and Recycling Coordinator.

Transportation, De-manufacturing, Salvage, Sale, Reuse, Recycling and Proper Disposal

The Contractor shall immediately assume from each program participant, title and ownership for all HW collected at the site. The Contractor shall store and/or transport all collected HW away from the collection site as permitted by DEP and/or other Regulations, and shall then dismantle, salvage, sell, reuse, recycle and/or dispose of the HW as specified in the contractor's bid and as approved by DEP and any other applicable State and/or Federal agency.

The Contractor shall provide written documentation (i.e. recycling/disposal certificate or other tracking documentation plus a Certificate of Destruction/Recycling for the proper destruction of all collected electronics with processors) of the ultimate de-manufacturing, salvage, sale, reuse, recycling and/proper disposal sites for HW collected at the collection event or permanent site including address, contact person and telephone number. The Contractor shall also verify that any hazardous substances contained in the HW collected are disposed in a manner that constitutes strict adherence with EPA and/or DEP and any other applicable regulations.

Special Note: Collection and Management of CEM

The contractor may work within Pennsylvania's Act 108, Covered Device Recycling Act (CDRA) Program, or outside of it using alternate programs, as long as CEM is consistently collected at all HW collections from residents and small businesses without interruption. If working within the CDRA program and manufacturer quotas are met in the midst of a collection year, then the contractor must demonstrate that it has a backup plan for collecting all electronics without interruption.

Recordkeeping, Administration, Reporting and Billing

The Contractor shall be responsible for completing and submitting any and all reports that may be required by the DEP, and shall supply to the

County copies of bills of lading for hazardous materials, and the end facility and final disposition of all HW.

Separate invoices shall be submitted to Venango County for each event and shall detail:

- Types and weights of wastes collected per DEP Form 2520-FM-BWM0084 Rev. 1/2010 or as may otherwise be amended;
- Billing rate for each waste type;
- Total amounts being billed for each waste type.

Collection Program Performance Reports shall be operational in nature and include at a minimum the following – one for each separate collection:

- Detail all materials collected on DEP Form 2520-FM-BWM0084 Rev. 1/2010 or as may otherwise be revised;
- All participants (total) logged in during each collection with name, municipality or address of residence, time and date and weight & type of materials brought in for proper and legal recycling / disposal, fees paid by each participant plus any comments the participant may make about the program / suggestions for improvements;
- Certificate of Destruction/Recycling for any electronics collected that contained processors.

At the end of each calendar year, the Contractor shall provide to the County an Annual Recycling Report (as required of all businesses conducting recycling business within Venango County) on a form that will be provided by the County.

SECTION 6: PROJECT MANAGEMENT

The County Solid Waste and Recycling Coordinator will be designated as the Project Manager for Venango County, and thus will not assume any supervisory role in the operation of any of the collection events. The Contractor will be responsible for ensuring that each collection program runs smoothly and efficiently.

The Contractor will directly manage all services provided to Venango County residents and small businesses. This shall include coordinating all collection events, collection of required data, writing of reports, submitting the reports to Venango County in a timely fashion, supervision of collections, and monthly billing. The Contractor shall also submit information to Venango County as required in order to obtain program approval from DEP for each year's collection permit / schedule.

SECTION 7: ASSIGNED PERSONNEL

The names and titles of the Contractor's project supervisor and all other key personnel assigned to this project shall be included with the bid.

SECTION 8: PROGRAM MONITORING

The HW Program requires adequate monitoring to determine program performance and assure that any possible deficiencies or program concerns are properly addressed. Monitoring will occur in two different ways: any recorded Venango County resident feedback on the effectiveness of the program, and monthly program performance reports submitted to Venango County.

Results from the resident feedback will help to ascertain the resident satisfaction level with the HW Program. It is important that the HW Program serve the residents of Venango County in a convenient, yet cost-effective manner.

SECTION 9: SUBCONTRACTORS

The Contractor shall be the only entity to manage the HW Program for Venango County and will be considered the responsible management entity. There shall be no subcontractors unless approved in writing by DEP.

SECTION 10: CONTRACTOR CAPABILITY / REFERENCES

The Contractor shall be an established and properly bonded and licensed firm with substantial expertise in all areas of HW waste, with at least three (3) years experience in the collection, handling, and disposing of HW as specified in this RFB, and shall provide at least two client references for similar projects completed in last three years. All contractor personnel shall have received proper site worker training and be experienced with collection events. The contractor shall supply all its personnel with protective equipment (PPE) and any other equipment necessary to collect the HW consistent with all current federal and state statutes, regulations, and standards.

The Contractor shall have all required permits and licenses necessary to conduct the collection program. These permits and licenses shall be valid for the entirety of first contract year 2016, and possibly 2017 and up to 2020 if the contract is renewed for those calendar years. They shall include, without limitations, valid United States EPA Identification Numbers and DEP numbers for the transportation, treatment, storage, and disposal of HW waste as defined for this RFB.

The Contractor shall transport the HW to its own properly licensed and permitted facility, or another properly licensed and permitted facility, for storage until the HW may be properly treated and disposed in facilities licensed and permitted by appropriate federal and state agencies – all per proper permits and regulations. All final disposal sites are to be listed in the response to this RFB for approval by Venango County and/or DEP. The contractor shall be responsible for treating and disposing of the HW, or having the HW treated and disposed, such that the final material meets all federal and state statutes, regulations, and standards for the disposal of residual waste or of the residual non-hazardous material remaining after processing the residual waste.

The Contractor shall prepare and maintain all manifests in accordance with appropriate EPA, USDOT, Penn DOT, DEP, and any other federal and state requirements for the transportation, storage, treatment, and disposal of this HW. The Contractor shall report to Venango County when the HW from the collection program has finally been treated and disposed. The Contractor shall also provide a report along with each monthly invoice to Venango County as outlined above to be submitted to the DEP providing information on types of participants, quantities and types of HW received from each participant, and the operating names, addresses, and identification number of facilities accepting the wastes for final disposal (on appropriate DEP form).

If the proposer has been accredited in any type of electronics recycling program such as e-Steward, R2 or others, please submit documentation with the bid.

SECTION 11: REQUIREMENTS FOR THE CONTRACT AWARD

LICENSES AND PERMITS

The Contractor shall certify that, during the period of collection, it shall have been granted and possess the following licenses and permits title to all wastes accepted by the Contractor from Venango County residents:

1. A valid and current EPA identification number for the generation, transportation, and storage of municipal or residual waste.
2. A valid and current permit from the Commonwealth of Pennsylvania, DEP, Bureau of Waste Management, for the Processing Prior to Reuse or Recycling of Electronics Equipment (General Permit - WMGR081 or as may be modified).
3. A valid and current permit from the Commonwealth of Pennsylvania, DEP, Bureau of Waste Management, for the Transportation, Manifesting and Reporting of Hazardous Waste.
4. A vehicle identification device for each vehicle used by the contractor to transport municipal or residual waste to a processing or disposal facility in Pennsylvania.

5. Any other license, permit and/or approval from any other local, State and/or Federal agency as may be required for generation, collection, transportation and/or legal and proper disposal of any HW as defined in this RFP.

The service provider shall submit copies of these licenses/permits with the Bid. Permits and licenses that are pending approval are **not acceptable** and will not meet the requirements for contract award unless received at least the day **before** the award of a legal contract by the Board of Venango County Commissioners at one of their scheduled and advertised Public Meetings.

INSURANCE REQUIREMENTS

The Contractor shall indemnify, defend, and hold harmless the municipality in which the collection is made, the legal owner of the collection site if rented, Venango County and its employees, Venango County Solid Waste and Recycling Program and its employees, all participating householders & small businesses, and the Commonwealth of Pennsylvania and all officials and householders of the Commonwealth of Pennsylvania, against any and all losses, claims, actions, damages, liability, including environmental and/or pollution liability, and including but not limited to, those in connection with loss of life, bodily, and personal injury, or damage to property occasioned wholly or in part by the contractor or by persons employed directly or indirectly by the contractor in connection with the HW collection, processing, and handling, transportation, storage, treatment and disposal.

The Contractor shall obtain and maintain in full force and effort for as long as necessary to fund the contractor's indemnification and defense obligations, the following types and amounts of insurance or as currently required by DEP and/or any other local, State or Federal agency:

1. A commercial General Liability Insurance policy shall afford limits no less than the following:
 - \$2,000,000 – General Aggregate
 - \$2,000,000 – Products and Completed Operations Aggregate
 - \$2,000,000 – Personal and Advertising Injury
 - \$2,000,000 – Each Occurrence
 - \$ 50,000 – Fire Damage
 - \$ 5,000 – Medical Expense
2. An automobile liability insurance policy covering owned, non-owned and hired vehicles. Said policy of insurance to have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily

injury (including death) and property damage (with pollution exclusion removed).

3. A worker's compensation and Employer's liability insurance policy with a statutory limit of workers compensation and a limit of \$1,000,000 per accident for employer's liability.
4. Contractor's Pollution Liability (pollution liability) coverage in amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and which meets the requirements of Pennsylvania Act 101.

It is understood that all municipalities of Venango County, the County of Venango and the Venango County Solid Waste and Recycling Program, shall be named as additional insured on subparagraph (1) and (4) above, and shall be given at least thirty (30) days notice prior to any change or cancellation of coverage. The contractor shall provide proof of insurability with the submission of the bid, and again at least (15) days but no more than (30) days before the collection begins. The contractor shall furnish either signed original certificates or bona-fide copies of the certificates of insurance in favor of Venango County and those additional entities named above.

SECTION 12: BID CONTENTS – TO BE PROVIDED IN THE ORDER LISTED BELOW

The bid submitted must contain the following sections:

A. Description of the Collection Events

The Contractor shall provide in the bid a complete description of how the work is to be performed. This description shall include at least the following elements:

1. Provide a typical or generic drawing of a site set-up plan, including staging areas and general traffic flow patterns.
2. The estimated times required for mobilization and demobilization at the site.
3. A list of acceptable HW has been provided in Attachment A; the Contractor must confirm that it will accept ALL of the proposed acceptable HW as permitted by DEP.
4. Describe the method of handling the HW at the site and how the various items of HW accepted will be inventoried and

manifested. **Note:** if collecting CEM through Pennsylvania's Act 108 CDRA Program, then the contractor must detail within the bid the backup plan for collecting CEM should manufacturer quotas be met during the collection year - so that collection of CEM within Venango County's collection program is not interrupted.

5. A Contingency / Safety Plan to include the following elements;

- a) Describe provisions for the prevention of environmental contamination, the management and cleanup necessary, the prevention of explosions, fire or release of any toxic or hazardous substances.
- b) Describe how the following will be handled; unacceptable items brought to the site, unknown wastes, inclement weather, spills and accidents.
- c) Provide a typical or generic site health and safety plan.
- d) Provide a typical or generic traffic flow and control site plan.
- e) Designate a Health and Safety Officer to oversee the health and safety plan.
- f) List all the emergency equipment and supplies the contractor proposes to bring to or provide at each site; provide a list of the names and telephone numbers of local emergency agencies, and Commonwealth and federal agencies that must be contacted in the event of a fire, spill, or other release at a collection site.
- g) List any and all things that the Contractor may require of Venango County.

B. HW De-manufacturing, Salvage, Sale, Reuse, Recycling and Proper Disposal

The Contractor shall describe the method of de-manufacturing, salvage, sale, reuse, recycling and proper disposal to be employed for each type of HW collected.

The Contractor shall provide a "Facility Audit" for each of the sites to be used for de-manufacturing, salvage, sale, reuse, recycling and proper disposal, consistent with the audit form contained in Attachment B. Venango County agrees to keep names and addresses of the Vendors used confidential.

Venango County is not responsible for any data/information remaining on computer hard drives delivered to each collection event by Venango County residents and/or small businesses. The

Contractor shall warrant that all data on computer hard drives is destroyed prior to any salvage, reuse, recycling and proper disposal. The Contractor shall also provide to Venango County the methodology utilized to destroy such data and a Certificate of Destruction / Recycling for all electronics containing processors collected at each event.

C. Qualifications of the Contractor

The Contractor shall demonstrate that it has substantial expertise in all areas relating to the collection, transportation, de-manufacturing, salvage, sale, reuse, recycling and proper disposal of HW.

The Contractor shall include in the bid a brief description of the firm, its general nature and background, its general experience in the field of HW handling, number of projects completed to date, references from three (3) former HW Collection Event Program Managers, length of experience, skilled personnel and specialized equipment available, and other resources of particular expertise. In particular, the following information shall be provided:

1. Name and address of the firm (and its parent firm, if firm is owned or a subcomponent of a larger firm), and name, address and telephone number of the particular office to be responsible for the HW Program (if different from those of the firm's headquarters).
2. Name, title, address and telephone number of the responsible person or point of contact for the bid, and the same information for the person to be responsible for the on-site activities of the firm (if different from those of the responsible person).
3. Characteristics of the firm, including number of employees, number of office and field locations, types of work undertaken by the firm, typical clients, and other relevant general information with emphasis on previous and current experience in the field of HW.
4. A list of specific HW collection projects completed or under contract by the firm and three (3) references from the Program Manager of the event. Include a brief description of the location of the project and the activities conducted by the firm.
5. Describe qualifications and number of personnel who will be at the collection site(s).

6. Contractors must provide documentation of their regulatory history, identifying any incidences of noncompliance with federal, state or local laws and regulations. Contractors shall document any past notices of violation they have received from the EPA or any state or local regulatory body within the last three (3) years and provide a brief description of when, where and what the violation entailed.
7. Submit documentation for any certification or accreditation for responsible electronics recycling and accountability such as e-Stewards, R2 or any others as may apply to your business.

D. Monetary Bid (form provided as Attachment A)

The monetary bid form shall be submitted as **total price per pound for each type of HW**. It is understood that these total prices shall include the portion paid by program participants as well as the county's portion which shall be offset by grant funding, as available. All yearly bid prices shall include all costs associated with any and all Contractor activities as detailed in the RFB during the contract period. Venango County makes no guarantee in regards to the amount of HW that may be delivered to and collected by the Contractor. Respondents guarantee that the monetary bid shall remain effective for the entire length of the contract with the County of Venango.

All blank spaces in the forms must be completed, containing the name of the respondent, respondent entity, contact person, authorized signature and date. Failure to complete all of the forms in this Request for Bids packet shall result in automatic rejection of the bid.

E. Other Instructions to Respondents

1. General
 - a) 2 (two) copies of the bid are to be submitted
 - b) All blank spaces in this bid package must be filled in completely wherever indicated, either typed or written in ink. The package must be submitted with all pages stapled in their numerical sequence.
 - c) Changes to any part of the bid will be sufficient reason for rejection of the bid.

- d) Respondents shall not insert in their bid or in the Scope of Services any written statement that will have the effect of making any material change or changes in the same or in any contract between the parties covering subject matter thereof.
- e) All respondents must comply with this entire RFB, the Scope of Services, Monetary Bid Form, Non-Collusion Affidavit and bonding requirements (as set forth by DEP and/or EPA) and any other applicable agency. Respondents must sign and submit the attached Non-Collusion Affidavit and Adherence Statement (Attachments C and D). Failure to comply with any part of this Request for Bid may result in disqualification of the bid and/or cancellation of the Request for Bid at the discretion of Venango County.

2. Clarification of the Scope of Services

If additional information is necessary to assist the respondent in interpreting these specifications, written questions (either by U.S. mail delivery or email) will be accepted by Venango County. If a respondent discovers any significant ambiguity, error, conflict, omission or other deficiency in this Request for Bid, the respondent must immediately notify the County Solid Waste and Recycling Coordinator of such an error and request modification or clarification. If prior to the date fixed for submission of bids, a respondent fails to notify the County Coordinator of a known error in the Request for Bid or an error that should have been reasonably known to the respondent, the successful respondent shall not be entitled to any additional compensation or time by reason of the error or its later correction.

3. Revisions to the Request for Bid

No changes or exceptions will be made to this Request for Bid without Venango County issuing an immediate written notice (by certified mail) to all recipients of this Request for Bid. Recipients should advise Venango County of their fax number, e-mail, and address and the name of their representative responsible for the response upon requesting this Request for Bid in order to facilitate any necessary communication.

4. Response Submission

In order to be considered in the bid evaluation process, all bids must be packaged, **sealed** and **show the following information on the outside of the package:**

Respondent name and address

Bid Name: **Venango County HW Program**

Bid Due Date: 10:00 am on March 28, 2016

Respondents must submit all materials required for acceptance of their bid no later than 10:00 AM, prevailing time on March 28, 2016 to:

Chief Clerk's Office
Venango County Courthouse Annex
1174 Elk Street
Franklin, PA 16323

All bids must be received in the above office by the due date and time. Any bid received after the above time and date will be rejected and returned to respondent unopened.

5. Contract Award

A contract may be awarded to the responsible respondent who meets all of the requirements of the specifications and qualifications contained in this Request for Bid and who complies with all standards, rules and regulations of the DEP and the EPA.

6. Right of Rejection

Venango County reserves the right to accept or reject any and all bids, to waive any technical defects and to accept or reject any part of any bid, if in the judgment of Venango County the best interest of the HW Program will be served.

7. Withdrawal of Bid

Venango County must receive a withdrawal request of a bid within forty-eight (48) hours before the time specified that bids are due (Holidays and weekends excluded). Notification of intent to withdraw the bid must be in writing, stating specific reasons for such action.

8. Payment for Contractor Services

Venango County is exempt from all taxes as well as Pennsylvania Sales Tax. No tax shall be included in the bid price. Successful respondents will be required to furnish tax exemption forms with their invoices.

Invoices are to be received by Venango County after completion of each HW collection, including submission of all forms and reports to Venango County. If the Contractor has satisfactorily complied with all requirements, each invoice shall be paid within forty-five (45) days of invoice receipt.

9. Bid Ranking Criteria

- | | |
|---|-----------|
| - Prices | 20 points |
| - Experience in type of services requested | 20 points |
| - Ability to handle all aspects of services requested | 20 points |
| - Completeness and clarity of response | 20 points |
| - Location / accessibility of contractor | 10 points |
| - Licenses, permits and insurance | 10 points |

SECTION 13: LIST OF ATTACHMENTS

Attachment A – Acceptable HW / Monetary Bid Form

Attachment B – Facility Audit

Attachment C – Non-Collusion Affidavit

Attachment D – Adherence Statement

Attachment A – Acceptable HW / Monetary Bid Form

HW to be Accepted by Contractor	Price Per Pound 2015	Price Per Pound 2016	Price Per Pound 2017	Price Per Pound 2018	Price Per Pound 2019
Latex Paint	\$	\$	\$	\$	\$
Oil-Based Paint	\$	\$	\$	\$	\$
Paint Products / Turpentine	\$	\$	\$	\$	\$
Corrosives / Caustics	\$	\$	\$	\$	\$
Pesticides / Poisons	\$	\$	\$	\$	\$
Chlorine Products	\$	\$	\$	\$	\$
Used Oil	\$	\$	\$	\$	\$
Flammable Liquids	\$	\$	\$	\$	\$
Antifreeze	\$	\$	\$	\$	\$
Lead / Acid Batteries	\$	\$	\$	\$	\$
NiCad Batteries	\$	\$	\$	\$	\$
Asbestos	\$	\$	\$	\$	\$
Computers	\$	\$	\$	\$	\$
Computer Monitors	\$	\$	\$	\$	\$
Printers	\$	\$	\$	\$	\$
Computer Peripherals	\$	\$	\$	\$	\$
Televisions	\$	\$	\$	\$	\$
Other Electronics	\$	\$	\$	\$	\$
All Fluorescent Bulbs	\$	\$	\$	\$	\$
<i>Please List Any Other Items You May Accept:</i>	<i>Please note that the listing of additional items for collection is only a request, not required, and is simply for consideration. Cost DOES NOT have to be per pound, but please specify.</i>				
<i>Freon appliances?</i>	\$	\$	\$	\$	\$
<i>Tires?</i>	\$	\$	\$	\$	\$
TOTAL Primary Site Set-Up Fee (if any)	\$	\$	\$	\$	\$
TOTAL "Satellite" Site Set-Up Fee (if different from above)	\$	\$	\$	\$	\$

*Note: There shall be no other fees added by the Contractor during the preliminary term or any extension, if granted, of this contract.

Attachment B – Facility Audit

1. Type of Facility:
 Dismantling/De-manufacturing
 Salvage/Sale
 Reuse
 Recycling
 Waste Disposal
 Other (Please describe) _____

2. Facility Name: _____

3. Telephone Number: _____

4. Location Address: _____

5. Mailing Address: _____

6. EPA I.D. Number (if applicable): _____

7. Total Years in Operation: _____

8. Current Property Owner: _____

9. Previous Property Owners and Dates of Ownership: _____

10. Does the facility owner or operator own, operate or have responsibility (i.e., is a PRP) of a facility on the state environmental repair or Federal Superfund list? _____

11. Other Facilities (Nationally/Internationally) Owned or Operated by this Company: _____

12. List any applicable Federal, State, County or Local Permits and Licenses held by Facility:

<u>Permit Type</u>	<u>Issuing Agency (Federal/State/Local)</u>	<u>Permit Number</u>	<u>Expiration Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If applicable, has the RCRA Part B been granted? _____

If yes, what date? _____

If no, application status? _____

13. Compliance Record: _____

14. Current/Past Remedial Action: _____

15. Person Interviewed and Title: _____

Attachment C – Non-Collusion Affidavit

State of _____ County of _____

I state that I am _____ of _____
(Title) (Entity)

and that I am authorized to make this affidavit on behalf of said entity.

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, proposer or potential proposer.

2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before bid review.

3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid for this contract, or to submit to a bid higher than this, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under the investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding of any public contract, except as follows:

I state that _____ understands and
(Entity)

acknowledges that the above representations are material and important, and will be relied on by Venango County in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Venango County of the true facts relating to the submission of bids for this contract.

(Authorized Signature and Title)

Sworn to me and subscribed

before me this _____ day
of _____, 20__.

Attachment D – Adherence Statement

The undersigned being duly authorized by _____ does
(Name of Entity)
hereby understand, agree and accept all provisions set forth in the aforesaid
Request for Bids and Scope of Services and agrees to be contractually bound
thereby:

(Entity)

(Authorized Signature and Title)

(Address of Entity)

(Print Name and Title of Signer)

(City, State and Zip Code)