

**Request for Proposal (RFP)
Berks County Solid Waste Authority (BCSWA)
2021 Computer & Electronic Material (CEM)
Collection, dismantling and recycling contract**

**Issued by:
The Berks County Solid Waste Authority**

**Proposal due date:
Wednesday, September 9, 2020 – 1:00 PM**

Proposal format:

An original, one copy and an electronic version of the proposal are to be submitted in accordance with this specification to:

GEORGEADIS || SETLEY
SOCRATES J. GEORGEADIS
ATTORNEYS AND ADVISORS
4 PARK PLAZA, 2ND FLOOR
WYOMISSING, PA 19610

GENERAL PROPOSAL SPECIFICATIONS

ELECTRONIC WASTE TRANSPORTATION & DISMANTLING SERVICES BERKS COUNTY – 2021

1. General Information

A. Notice to Bidders

Delivery and servicing of the items covered by this specification shall be made in the manner provided for in this detailed specification. In every case where the bidder cannot comply with this specification, the bidder (referred to herein as the “Bidder” or “Contractor”) shall list all exceptions in an Exceptions addendum and attach them to the Proposal Form. Unless exception is made as part of the Proposal submission, the Proposal is expected to be in full conformity with this specification.

1. The Berks County Solid Waste Authority (“BCSWA” or the “Authority”) will receive sealed proposals at the office of their Solicitor, Geogeadis Setley in their office at 4 Park Plaza, 2nd Floor, Wyomissing, Pa. 19610, until 1:00 P.M., prevailing time on Wednesday, September 9, 2020, for the transportation, dismantling, salvage, sale, reuse, recycling and /or disposal of CDRA electronic materials, other Non-CDRA electronic materials, and universal waste, all as more completely set forth at Attachment A.
2. Specifications and Bid Forms for the above work can be found on the Authority website at WWW.CO.BERKS.PA.US/SWA. If you are obtaining a copy of this specification from our website, you are required to contact the BCSWA at JMEEKS@BERKSCSWA.COM, with your Company Name, Address and Phone number, so the BCSWA can contact you in the event additional information is given regarding this specification. Failure to do so releases the BCSWA from any future liability.
3. Each proposal shall be accompanied by a bid surety in the amount of \$20,000.00. Cash, certified check, or cashier’s check (drawn on a bank authorized to conduct business in PA), or bid bond will be accepted.
4. The **original and one (1) copy** of the entire proposal shall be signed and submitted along with an electronic copy. The original shall be noted and stamped “original”. Failure to return the entire document with the Proposal submittal may result in disqualification of the proposal.
5. The Authority reserves the right to accept or reject any and all Proposals, and to accept or reject any part of a Proposal that may not be in the best interest of the public.

B. Purpose of the Document

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Proposal for the transportation, dismantling, salvage, sale, reuse, recycling and/or disposal of computer and electronic material (“CEM”) as set forth in this specification. The Contract (the “Contract”) shall begin on January 1, 2021 and be for a period of one year with an option to renew for a second and third year. The option to renew shall rest solely with the BCSWA. All provisions of this RFP shall be construed to apply to the first year and renewal years, unless otherwise stated.

II. SCOPE OF WORK

A. PROJECT OVERVIEW

Berks County’s current population is approximately 411,422. As the need and demand for **electronics waste recycling** in the County has become increasingly evident, the BCSWA opened a full-time electronic recycling center in July of 2010. During the first ten years of operation, 143,000 residents dropped off over ten million pounds of electronic waste for recycling. During 2019 alone, 12,000 residents recycled over 1.28 million pounds of electronics. A breakdown of the material by type, which was collected at our Center since opening is attached as **Attachment B**. The full-time center is located at 1316 Hilltop Rd., Leesport, Pa. and is open on Tuesday, Thursday and Saturday from 8:00 AM – Noon.

The Authority will separate all materials collected at the Center into the following categories for collection by the Contractor: CPUs, Laptops, CRT Monitors, Flat Screen Monitors, Televisions, Covered Devices (printers, mice, keyboards, speakers, etc.), Non-Covered Devices, Cell Phones and Backup Batteries. The Authority will ensure a minimum of 22,000 pounds gross weight when loading the trailer, on a quarterly average.

The Contractor is required to accept all CEM listed in **Attachment A**. It is required that the Contractor handle all CEM delivered to our drop-off facility. All CEM collected from the BCSWA collection center is prohibited from being sent overseas. Additional information on this United States Environmental Protection Agency (EPA) regulation can be found at:
[HTTP://WWW.EPA.GOV/EPAOSWER/HAZWASTE/RECYCLE/ELECTRON/CRT.HTM](http://www.epa.gov/epaoswer/hazwaste/recycle/electron/crt.htm).

The Contractor will be the generator of the CEM from the standpoint of the United States Environmental Protection Agency (EPA), the PADEP, and federal and state environmental statutes and regulations, and by submitting a Proposal accepts all responsibility as such.

B. BIDDER'S RESPONSIBILITY

Each Bidder shall familiarize themselves with all of the attached forms, advertisement, instructions, specifications, insurance requirements, and bonds, as they will be held responsible to fully comply therewith.

No information obtained from any officer, agent, or employee of the Berks County Solid Waste Authority on any Contract (set forth hereto at Exhibit 1) matters shall in any way affect the risk or obligation assumed by the Contractor or relieves them from fulfilling any of the conditions of the Contract.

The Authority reserves the right to waive any informality or reject any or all proposals or accept any Proposal which it deems to be in its best interest. Failure to attach qualifications to any proposal or any other apparent deviations from the specifications may be automatic cause for immediate disqualification of any such Proposal received.

Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind which do not comply with the instructions to Bidders may be rejected at the option of the Authority.

C. EXTENT OF WORK

The services to be furnished under the Contract shall be in accordance with this specification.

All items not expressly mentioned in this specification, but obviously necessary for the proper execution of the Contract, shall be furnished by the Contractor, as it is not the intent of this specification to delineate or describe every detail and feature of items as provided by the Contract.

1. Mobilization

The Contractor shall provide the truck and trailer for the transportation of the CEM collected at the BCSWA electronic recycling center located at 1316 Hilltop Rd., Leesport, Pa. 19533. The Contractor must also provide pallets, Gaylord boxes, shrink wrap, 55 gallon drums for ballasts and boxes for fluorescent tubes, for use by the Authority. The Contractor collecting the CEM, will be required to stage a 53' trailer on site, at all times to be swapped out as needed. The Contractor will be given 72 hours' notice for service and supplies.

The Authority will have all CEM separated by material type, palletized and shrink wrapped and will have the trailer loaded and ready for removal upon the drivers arrival. The Contractor will be required to provide weekly collections on Wednesday afternoons. Because the Authority's electronic waste recycling program is growing, the Contractor must also have additional equipment available to service our program when needed. The Authority will give the

Contractor one week notice that an additional collection(s) will be needed.

The Contractor collecting the universal waste will provide a box truck which will be loaded by the Authority while the driver is on site. The Contractor will give one week notice of the day and time of collection. It is estimated that universal waste will be collected two or three times per year.

2. Site Operations

The Authority shall be responsible for all site operations from the point where the resident disposes of their CEM until the point that the CEM is loaded onto the Contractor's truck(s).

Acceptable materials for collection are listed in **Attachment A**

3. Transportation, Dismantling, Salvage, Sale, Reuse, Recycling

The Contractor shall assume title and ownership for all CEM collected at the site. The Contractor shall transport, dismantle, salvage, sell, reuse, recycle and/or dispose of the CEM with the vendors specified in their proposal. All CEM must be processed in the United States and no materials collected at the BCSWA electronic waste center shall be sent overseas. Additional information on this EPA regulation can be found at: <http://www.epa.gov/epaoswer/hazwaste/recycle/electron/crt.htm>.

4. Recordkeeping, Administration and Reporting

A. PADEP "Record of Operation"

The Contractor shall provide written documentation (i.e. recycling/disposal certificate or other tracking documentation) of the ultimate dismantling, salvage, sale, reuse, recycling and/or disposal sites for CEM collected at the BCSWA electronic waste center. The Contractor shall provide a monthly written report to the Authority summarizing the results of the Contractor's services, including itemization of the types of electronic waste collected and the weights of classification. The Contractor shall also verify and provide written evidence to the Authority that any hazardous substances contained in the CEM collected are disposed of in accordance with EPA regulations.

Failure to provide the aforesaid forms by such dates will result in a fine of \$200 for each day such failure continues.

III. Requirements for proposal submission

All blank spaces in this bid package must be filled in completely wherever indicated, either typed or written in ink. Changes to any part of the proposal will be sufficient reason for rejection of the proposal.

Bidders must sign and submit the attached Non-Collusion Affidavit (Form B-5). Failure to comply with any part of this Request for Proposal (“RFP”) may result in disqualification of the Proposal and/or cancellation of the RFP at the discretion of the Authority.

A Proposal shall be submitted in four (4) parts:

A. Description of the Collection Services

The Contractor shall provide in the proposal a complete description of how the work is to be performed, including the following elements:

1. Confirmation that the Contractor will accept all of the forms of acceptable CEM provided in **Attachment A**, of this specification.
2. Describe the method of handling the CEM and how the various items of CEM accepted will be inventoried and manifested.
3. List any subcontractors or consultants to be used and describe the specific activities for which they are to be used. The BCSWA reserves the right to require further information regarding such subcontractors and/or consultants as a condition to accepting or awarding any bid.

B. CEM Dismantling, Salvage, Sale, Reuse and Recycling:

The Contractor shall describe the method of dismantling, salvage, sales, reuse, recycling and/or disposal to be employed for each type of CEM collected. All CEM must be processed in the United States and no materials collected at the BCSWA electronic waste center shall be sent overseas. Additional information on this EPA regulation can be found at: <http://www.epa.gov/epaoswer/hazwaste/recycle/electron/crt.htm>.

The Contractor shall provide a “Facility Audit” for each of the sites to be used for dismantling, salvage, sale, reuse, recycling and/or disposal, consistent with the audit form contained in **Bid Form A-1**.

The BCSWA is not responsible for any data/information remaining on computer hard drives delivered to the BCSWA electronic recycling center. The Contractor shall warrant that all data is destroyed prior to any salvage, reuse, recycling and/or disposal and indemnifies the BCSWA against any claims which may arise as a result of the Contractor’s failure to destroy such data or its misuse. The Contractor shall also

provide the Authority with the methodology utilized to destroy such data, for CDRA materials.

C. Qualifications of the Contractor

The Contractor shall demonstrate that it has substantial expertise in all areas relating to the collection, transportation, dismantling, salvage, sale, reuse, recycling and/or disposal of CEM.

The Contractor shall provide a copy of their state permit and third party certification (E-Stewards or R2 Certification) along with their Proposal, if required.

The Contractor shall include a summary of firm's general qualifications, background, number of employees, office locations, etc. which is pertinent to this Contract and its specific experience related to CEM including the number of projects it has completed, references from four (4) current clients, length of experience, skilled personnel and specialized equipment available, and other resources or particular expertise.

D. Monetary Bid Proposal

The bid amount shall be an all inclusive costs, including but not limited to:(labor, transportation, supplies and dismantling/recycling)

1. Only Proposals that include pricing for the transportation and dismantling/recycling, of all electronic items listed in **Attachment A** shall be considered.
2. A "**per pound rate**", which will be rebated and/or invoiced to the BCSWA, based on the electronic items disposed of which includes all of the transportation, dismantling, salvage, sale, reuse, recycling, and/or disposal costs.

The Authority estimates that approximately fifteen tractor trailer loads of electronics will be collected each quarter from the Berks County electronic recycling center. Universal Waste will be collected in box trucks and it is anticipated that we will have two or three loads per year. **Notwithstanding the foregoing however, the Authority is not guaranteeing any specific amount of CEM will be collected and, by submitting a bid, Bidders specifically acknowledge that there is no guarantee by the Authority that any CEM will be collected.**

E. Clarification of the Specifications

If additional information is necessary to assist the Contractor in interpreting these specifications, written questions will be accepted by:

Jane Meeks, Executive Director
Berks County Solid Waste Authority
633 Court St. – 14th Floor SC
Reading, Pa. 19601
Fax: 610-478-3470
Email: jmeeks@berkscswa.com

F. Response Submission

All Proposals must be packaged, sealed and show the following information on the outside of the package:

Contractor's name and address
Proposal: Computer and Electronic Materials

Contractors must submit their complete Proposal no later than 1:00 PM, prevailing time on September 9, 2020 to:

GEORGEADIS || SETLEY
SOCRATES J. GEORGEADIS
ATTORNEYS AND ADVISORS
4 PARK PLAZA, 2ND FLOOR
WYOMISSING, PA 19610

Any Proposal received after the above time and date will be rejected and returned to the Bidder unopened.

Bids will be opened publicly at 1:05 P.M., local prevailing time, the same day, Wednesday, September 9, 2020 ("Bid Opening"), in order to provide public access while also respecting the need for social distancing as a result of COVID 19 the only manner in which to attend the proposal opening shall be through a live broadcast using Microsoft Teams. A summary of the Bids received (company name and Bid prices) will be posted on the Authority website (www.countyofberks.com/swa). The public may participate in the opening of this request for proposals through the URL shown below or by going to this link on our website.

[HTTPS://TEAMS.MICROSOFT.COM/DL/LAUNCHER/LAUNCHER.HTML?URL=%2F %23%2FL%2FMEETUP
=
JOIN%2F19%3AMEETING MDHMN2ZiZiCTMTQxNS00ZiI2LTHiOGMTNTU1ZWY0ODZHOWZM%
40THREAD.V2%2F0%3FCONTEXT%3D%257B%2522TID%2522%253A%25227880093E-21CB-
4AE6-90C8-40F5013E32FB%2522%252C%2522OID%2522%253A%25229FF5F346-8A5A-](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%2023%2F%20MEETUP%20-%20JOIN%2F19%3AMEETING_MDHMN2ZiZiCTMTQxNS00ZiI2LTHiOGMTNTU1ZWY0ODZHOWZM%40THREAD.V2%2F0%3FCONTEXT%3D%257B%2522TID%2522%253A%25227880093E-21CB-4AE6-90C8-40F5013E32FB%2522%252C%2522OID%2522%253A%25229FF5F346-8A5A-)

4B45-9D90-A9756D048D07%2522%257D%26ANON%3DTRUE&TYPE=MEETUP-IOIN&DEEPLINKID=3B5B18FC-9E4D-4028-B78A-F5A99154ECDB&DIRECTDL=TRUE&MSLAUNCH=TRUE&ENABLEMOBILEPAGE=TRUE&SUPPRESSPROMPT=TRUE&PROMPTSUCCESS=TRUE

G. Contract Award

The Contract may be awarded to the lowest responsible bidder who meets all of the requirements of the specification and qualifications contained in this Request for Proposal and who complies with all standards, rules and regulations of the PADEP and EPA.

H. Payment for Contractor Services

1. Payment shall be monthly (as applicable) and shall be based on the actual weight and type of electronic waste collected by the Contractor from the BCSWA electronic recycling center.
2. Successful Bidder agrees that it will make no claim for any additional payment or any other concession because of a misinterpretation or misunderstanding of this specification on its part, or of any failure to fully acquaint itself with any conditions relating to this RFP.

IV. REQUIREMENTS FOR AWARD OF CONTRACT

A. Licenses and Permits

Bidders must provide documentation that they possess any federal, state, county and local licenses and/or permits needed to provide the services requested in this RFP. The Contractor shall supply copies of any and all relevant permits, licenses and other regulatory items required under federal, state or local statutes, regulations or standards for the transportation, dismantling, salvage, sale, reuse, recycling and/or disposal of CEM.

B. Compliance with Applicable Laws and Regulations

All services provided under the Contract must be carried out in compliance with all applicable federal, state and local laws and regulations. Regulations to be complied with include but are not limited to environmental protection, occupation health and safety, and transportation.

C. Hold Harmless

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Authority against all claims, costs, losses and damages (including but not limited to all fees and charges of attorneys, and all court costs) arising out of or relating to the Contract and the performance of the work thereunder.

D. Insurance/Indemnification

Successful Bidder prior to commencing work, shall provide at its own cost and expense, the following insurance to the Authority together with evidence of such insurance:

Commercial General Liability Insurance - \$1,000,000 combined single limit/\$2,000,000 aggregate.

Vehicle Liability Insurance - \$1,000,000 accident combined single limit, bodily injury and property damage for owned, non-owned and hired vehicles.

Worker's Compensation – as provided by law, \$500,000 limit per accident/disease.

Employer's Liability Insurance – one accident \$5,000,000.

The Authority and the County of Berks must be named as additional insured/loss payee, as its interests may appear.

E. Bid Bond

Every Proposal shall be accompanied by a certified check, cashier's check, cash or a bid bond of any surety company authorized to do business in the Commonwealth of Pennsylvania, the sum payable to the Berks County Solid Waste Authority, in the amount of \$20,000, to guarantee the execution of the Contract at the terms of Bidder's Proposal. No Proposal shall be considered unless so guaranteed. Every certified check, cashier's check, cash and bid bond will be held until the successful Bidder has executed a written Contract for the performance of the bid within ten (10) days after written notice of the award of the Contract, whereupon all bid security received from all bidders shall be returned. The bid bond face and accompanying power of attorney must be signed and sealed in the original. Copies or facsimiles will not be accepted.

In the event the successful Bidder shall fail to execute the Contract within the ten (10) day period herein above provided, a default shall thereby occur, and the Authority reserves the right to retain the proceeds of the bid security accompanying the bid as fixed, liquidated damages and the further right to award the bid to the next lowest responsible bidder.

F. Performance Bond

The terms of the Contract will require that the Bidder provide the Authority with a financial guarantee of the Bidder's performance obligations. The successful Bidder will be required to furnish, within ten (10) days of receipt of notice of award the Contract a performance bond or an irrevocable letter of credit in the amount of \$10,000. All bonds are subject to approval by the Authority Solicitor.

In case the Contract is awarded to a Bidder who fails to deliver all required bonds and affidavits, the cash or check deposited as bid security shall become absolute property of the Authority; or if a bond has been deposited, but the Bidder fails to enter into the Contract, such bond shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the Contract is awarded, or all bids rejected.

Bidders shall submit with their Proposals a commitment letter issued by an approved surety obligating the surety to furnish a performance bond in the required amount in the timetable specified above.

G. QUALIFICATIONS

To be eligible for award, Bidders shall have prior successful experience performing electronic recycling, shall be licensed to conduct business in the Commonwealth and shall possess all permits, licenses, certifications, approvals, equipment, materials and staff necessary to perform and/or carry out the requirements of the Contract.

H. TERMINATION

The Authority shall have the right to terminate the Contract at any time without notice for cause, which shall include but not be limited to non-compliance with local, county, state, or federal regulations, laws or ordinances, non performance of this Contract by successful Bidder or the filing of bankruptcy by successful Bidder or appointment of a receiver for successful Bidder.

I. REFERENCES

Provide the names, addresses and phone numbers of four (4) customers, for whom the Bidder is currently or has performed electronic recycling, for a period of not less than one (1) year.

J. CONTRACTOR'S WARRANTY

(a) By the act of submitting a Proposal for the proposed Contract, the Contractor warrants: that the Contractor and all the subcontractors the Contractor intends to use have carefully and thoroughly examined the RFP and have found it complete and free from ambiguities and sufficient for bidding purposes, and further that,

The Contractor and all workmen, employees, and subcontractors the Contractor intends to use are skilled and experienced in the type of work described in the RFP; and that, neither the Contractor nor any of its employees, agents, intended suppliers or subcontractors have relied upon verbal representations, allegedly authorized or unauthorized, from the Authority or its employees or agents, including consultants, in assembling the Proposal; and further that,

The Proposal is based solely upon the RFP and issued addenda and not upon any other representation.

(b) The Contractor also warrants that the Contractor and subcontractors the Contractor intends to use have been satisfied as to the nature of the work and the character, quality, quantities of materials and difficulty to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and other performance; and that,

The Proposal includes, all labor, material, products, equipment, appurtenances, devices, accessories, options, supports, and methods required to perform the Contract and to provide complete and operational systems (if any) in accordance with the RFP and all pertinent codes, regulations and standards.

K. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L.744) (43 P.S. Section 951, et.seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act, as amended, that is made part of this specification. Attention is directed to the language of the Commonwealth's non-discrimination clause in Title 16 of the Pennsylvania Code.

V. INSTRUCTIONS FOR PREPARING PROPOSALS

A. GENERAL

Proposals in response to this solicitation shall contain three (3) sections as follows: 1) Bid Proposal Form, 2) Qualifications and Experience and 3) Bid Bond.

B. QUALIFICATIONS AND EXPERIENCE

The Bidder shall include a summary of firm's general qualifications, background, number of employees, office locations, etc. which is pertinent regarding the Contract.

C. INSTRUCTIONS FOR PREPARING THE PROPOSAL

Each Proposal submitted in response to this specification must include the following items in the order in which they are listed:

1. Facility Audit (Form A-1)
2. Bidder Identification (Form B-1 and B-1A), on which it provided basic background information on the Bidder's organization.
3. Proposal Form (Form B-2), which constitutes the Bidder's unconditional acceptance of the performance obligation's set forth in the specifications and which incorporates the Bidder's proposed price for the electronic materials.
4. A certified copy of the appropriate portions of Bidder's by-laws, or operating agreement, or resolutions vesting such authority in the signatory of the letter must be attached.
5. Statement of Bidder's Qualifications (Form B-3), on which to provide basic information on organization.
6. Bid Bond (Form B-4)
7. Completed Non-Collusion Affidavit (Form B-5)
8. A signed agreement with, or commitment letter from, a qualified surety company or United States bank obligating that company or United States bank to furnish a performance bond or irrevocable let of credit consistent with the requirements of this specification.

D. Bid Forms

Blank Qualifications and Bid Forms are provided for your use.

Attachment A

Acceptable CEM for Collection

(COVERED DEVICES)

**Cell Phones
Copiers
Hard Drivers
Laptops
Mainframe computer equipment
Modems
Personal Computer (CPU, monitor, keyboard, mouse, and peripherals)
Printers
Printed circuit boards
Scanners
Televisions (CRT and Flat screen)
Word Processors**

(NON-COVERED DEVICES)

**Answering machines
Camcorders
CD players
Fax Machines
Microwave Ovens
Pagers
Radios/Stereos
Remote controls
Scanners
Tape players
Telephones and equipment
Transparency makers
VCRs
VCR Tapes & DVDs**

Note - All electronic items with a plug or battery must be accepted.

Contractor is not required to accept smoke detectors.

ATTACHMENT A - CONTINUED

(UNIVERSAL WASTE)

Ballast (PCB and Non-PCB)
Batteries (Rechargeable Only)
CFL Bulbs
Fluorescent Bulbs

ATTACHMENT B

MATERIALS COLLECTED BY TYPE

	# OF		CELL						NON-		
<u>YEAR</u>	<u>COLLECTIONS</u>	<u>CPU</u>	<u>PHONES</u>	<u>COVERED</u>	<u>LAPTOP</u>	<u>MIXED</u>	<u>MONITORS</u>	<u>TELEVISIONS</u>	<u>COVERED</u>	<u>BULBS</u>	<u>TOTAL</u>
2010(July-Dec)	7					132,717					132,717
2011	14					333,545					333,545
2012	47					780,063					780,063
2013	72					1,074,456					1,074,456
2014	66	62,885	185	74,069	4,938	220,952	85,756	520,739	143,364	16,673	1,129,561
2015	60	89,663	-	100,082	6,042	-	84,396	766,563	209,336	13,153	1,269,235
2016	73	100,357	-	113,735	7,889	-	98,704	947,646	226,580	20,492	1,515,403
2017	73	100,758	176	119,823	5,348	-	84,608	975,859	250,690	27,488	1,564,750
2018	66	94,127	-	113,570	-	-	76,508	876,590	220,051	18,083	1,398,929
2019	55	92,903	-	116,473	-		73,289	791,697	175,753	31,807	1,281,922
Total	533	540,693	361	637,752	24,217	2,541,733	503,261	4,879,094	1,225,774	127,696	10,480,581

BID FORM - A

FACILITY AUDIT – Page 1

1. Type of Facility

- Dismantling/Demanufacturing
- Salvage/Sale
- Reuse
- Recycling
- Waste Disposal
- Other (Please describe) _____

2. Facility Name: _____

3. Telephone #: _____

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 of a facility on the state environmental repair or Federal Superfund list?

11. Other Facilities Owned and Operated by this Company:

BID FORM - A

FACILITY AUDIT – Page 2

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

Issuing Agency _____
Permit Expiration _____
Permit Type (Federal, State/Local) _____
Permit Number _____
Date _____

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: _____

BID FORM B-1

BIDDER IDENTIFICATION

Name of Bidder: _____

Post Office Address: _____

Telephone Number: _____

The Bidder is a (check whichever applies):

_____ Corporation _____ Partnership _____ Joint Venture LLC

1. If a Corporation:

A. State and County of Incorporation:

B. Date of Incorporation:

C. Federal Tax Identification Number:

D. Name and Titles of Corporate Officers:

E. Chief Executive Officer if not named: _____

BID FORM B-1

BIDDER IDENTIFICATION

2. If a Partnership/Limited Liability Company:

A. Date and place of formation:

B. Attach names of all general and limited partners/members.

C. Name of person who acts as chief executive/managing member:

3. If a Joint Venture:

A. Name of joint venture partner which will exercise management control of the joint venture:_____

B. Name of person who acts as chief executive:

C. Attach copy of Joint Venture Agreement

D. For each entity party to the Joint Venture Agreement, provide the information requested on Business Bid Form B-1A:

***Attach additional sheets as necessary**

4. During the last three years, has either the Bidder, or in the case of a joint venture, any party to the Joint Venture Agreement, been in default of any contract obligations?_____

B-1A

IDENTIFICATION OF GENERAL PARTNER, MEMBERS AND JOINT VENTURE PARTNERS

Name of Bidder:

Post Office Address:

Telephone Number:

Organization Status:

(i.e., Corp., Partnership, etc.)

Chief Executive Officer:

Principal owners, officers, members, managing member, limited partners, and general partners (as applicable):

Date and place of formation:

**BID FORM B-2
MONETARY BID PROPOSAL FORM**

Bid Item	Estimated Pounds PER YEAR	Per pound 2021
Ballasts (PCB)	<100	\$
Ballasts (Non-PCB)	500	\$
CFL Bulbs	1,000	\$
CPU	92,000	\$
Fluorescent bulbs	28,000	\$
Fluorescent bulbs – U Tubes	500	\$
Cell Phones	<100	\$
Laptops	8,000	\$
Monitors	75,000	\$
Covered Devices	120,000	\$
Televisions	800,000	\$
Misc. Electronics	180,000	\$
Other:		\$
Total Weight	1,305,200	

< = Less than.

* All fees where the Authority is required to pay the vendor should be included in parenthesis.

Methodology utilized to destroy data/information remaining on hard drives:

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BID FORM B-2

MONETARY BID PROPOSAL FORM

Bids will be received at the offices of Georgeadis Setley until 1:00 PM, September 9, 2020 and will be opened that day at 1:05 PM via Microsoft Teams Meeting. All bids submitted must be in accordance with proposal specifications in the bid document.

Bidder:

By: _____
(Authorized Representative)

Title: _____ **Date:** _____

BID FORM B-3

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clean and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder:

2. Permanent main office address

3. When organized:

4. If a corporation, where incorporated: _____

5. How many years have you been engaged in this business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). _____

7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, where and why?

9. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed.

10. List your major equipment available for this contract.

11. Experience in work similar in importance to this project, contact person, and phone number.

12. References from four (4) current customers:

13. Background and experience of the principal members of your organization, including the officers.

14. Credit available: \$ _____

15. Given Bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Authority? _____

17. (A) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion?

If so, give full details.

(B) Have you ever been accused of discrimination based upon race, color, nationality or religion in any action or legal proceeding including any proceeding related to any Federal Agency?

If so, give full details.

(C) Have you ever been cited by the Pennsylvania Department of Environmental Protection or the U.S. Environmental Protection Agency for any reason?

If so, give full details.

18. All Prospective bidders are required to present proof of an acceptable disposal method approved by the Pennsylvania Department of Environmental Protection. The proof may consist of a copy of a State Solid Waste Disposal Permit issued to the prospective bidder by the Pennsylvania Department of Environmental Resources, or a letter of approval from the Pennsylvania Department of Environmental Protection for the use of a proposed or existing disposal facility which has a permit or is under review for a permit. The foregoing evidence shall be in accordance with Section 7 (a) application and permits, Pennsylvania Solid Waste Management - "Act 241."

19. Name, address, phone number, and contact person at surety company who will provide bonding for this contract.

20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 2020

(Name of Bidder)

By: _____

Title: _____

State of: _____)

County of: _____)

_____, **being duly sworn,**

deposes and says that he is _____
of _____, and that the answers
(Name of Organization)

to the foregoing questions and all statements therein contained are true and
correct. Subscribed and sworn to before me this _____ day of
_____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

BID FORM B-4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Name and address of
bidder) _____

(hereinafter called the "Principal") as Principal, and _____

_____ a _____ Corporation
authorized to transact business in Pennsylvania, and having its principal office
at _____

(hereinafter called the "Surety") as Surety, are held and firmly bound unto the BERKS
COUNTY SOLID WASTE AUTHORITY.

(herein known as the "Obligee") as Obligee, in the sum of TWENTY THOUSAND
DOLLARS (\$20,000.00), lawful money of the United States of America; for payment of
which we bind ourselves, and each of our respective heirs, legal representatives,
successors and assigns, jointly and severally, by these presents, on this
_____ day of _____, 20____.

WITNESS THAT:

WHEREAS, said principal is herewith submitting to the Obligee a bid to perform the
_____ contract work for the
Obligee's proposed _____ pursuant to
the Specifications and other Contract Documents incorporated into said Bid by
reference; and it is a condition of the Obligee's receipt and consideration of said Bid that
the Bid be accompanied by Bid Security to be held by the Obligee on terms embodied
herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a
Performance Bond to the Obligee within ten (10) days after notice to the Principal of the
Obligee's intention to accept his Bid and to make a formal award of contract to him, and
shall enter into such contract in all respects as required by said contract documents
within ten (10) days after notice to him of such formal award, then this obligation shall
be void; but otherwise it shall remain in full force, and the Principal and Surety will pay
to the Obligee the difference between the amount of the Principal's accepted bid/s and
any higher amount for which the Obligee may contract for the required work, plus any
advertising, legal and other expenses incurred by the Obligee by reason of the default;
provided, however, that the obligations of the Surety hereunder shall not exceed the
amount of this Bond together with interest.

IN WITNESS WHEREOF the Principal and Surety, intending to be legally bound, have executed this Bond on the day and year aforementioned

(INDIVIDUAL PRINCIPAL)

Signature of Individual

Witness
(SEAL)

Trading and doing business as:

Name of Business

(PARTNERSHIP /LLC PRINCIPAL)

Name of Partnership

Partner/Member
_____(SEAL)

Witness

(CORPORATION PRINCIPAL)

Attest:

Name of Corporation

Title

(Corporate Seal)

(CORPORATE SURETY)

Name of Corporation
Witness or Attest:

Title

(Corporate Seal)

BID FORM B-5

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Pennsylvania

Berks County Solid Waste Authority

I, _____, being first duly sworn, depose and says that:

(1) He/she is an (owner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid.

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any other of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of any Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Berks County Solid Waste Authority or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
This ____ day of _____, 2020

Location: _____
Date: _____

(Title)

Exhibit 1

EXHIBIT 1
ELECTRONIC WASTE RECYCLING
BERKS COUNTY SOLID WASTE AUTHORITY
SAMPLE AGREEMENT

THIS AGREEMENT (“Agreement”) made this ____ day of _____, 2020, is by and between the BERKS COUNTY SOLID WASTE AUTHORITY (hereinafter referred to as the (“Authority”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Authority desires to obtain the professional services of a kind and nature hereinafter described; and

WHEREAS, Contractor desires to render these services to the Authority as an independent contractor, subject to the terms and conditions contained in the Agreement.

NOW THEREFORE, intending to be legally bound, and in consideration of promises, mutual covenants and other good and valuable consideration hereinafter contained, the parties hereto agree as follows:

1. RECITALS

The recitals set forth in the foregoing whereas paragraphs shall be considered to provide substantive provisions of this Agreement and are incorporated herein by this reference.

2. CONTRACTOR

- A. Contractor shall render to the Authority the services as described in the Authority’s Request for Proposal (“RFP”) and the Proposal of Contractor marked Exhibit “A” which is attached hereto and included herein by this reference for the full description of services (the “Services”).
- B. Together with the Contractor’s monthly invoices (if applicable) for services rendered, the Contractor shall provide a monthly written report to the Authority summarizing the results of the Contractor's Services, including itemization of the types of electronic waste collected and the weights for each classification. In addition, the Contractor shall deliver a certificate of destruction to the Authority documenting that the electronic waste collected from the Authority was destroyed or recycled, as well as a certificate of disposal or destruction with respect to any household hazardous waste which is part of or contained in any electronic waste collected from the Authority, all as required through this Contract. A copy of the report shall be provided directly by the Contractor to the Authority, and the Contractor shall agree to publicly present the report should the Authority so desire.
- C. If Contractor discovers that any electronic waste is nonconforming, Contractor shall reject or revoke acceptance of such waste. If the rejected waste is in Contractor's possession, the parties will promptly agree upon a lawful manner of disposition. All costs incurred in the handling of nonconforming waste will be

borne by the Contractor. Title to and legal liability for nonconforming waste will at all times remain with the generator, unless such nonconforming waste has been accepted by Contractor.

3. COMPENSATION

The Authority agrees to pay Contractor as payment in full for Contractor Services, in accordance with the schedule set forth in Bid Form B-2 to the Proposal of the Contractor attached hereto as Exhibit "A" ("Compensation"). The Authority shall be obligated to pay either treatment or disposal fees with respect to any waste described in Paragraph 2.C

4. TERM

This Agreement shall become effective when executed by all Parties and shall be in effect for a term (the "Term") through the date the Contractor has submitted all final required documentation to all governmental authorities, including the Authority, relating to the transport and ultimate disposal of electronic waste (and, as it may happen, household hazardous waste) as described herein. The Authority reserves the right to extend the contract for a period of up to two (2) years, with an annual increase to the Agreement as indicated by the, percentage increase of the Consumer Price Index, for all urban consumers, Northeast urban, size B/C, average all items (1996 = 100) as published in the monthly labor review by the US Department of Labor, over the 2021 Consumer Price Index. The Authority will notify the Contractor in writing prior to December 31, 2021 of the Authority's intent to extend the Agreement.

5. RIGHT TO TERMINATE

- A. The Authority shall have the right to terminate this Agreement with or without cause by giving sixty (60) days written notice to Contractor at the address specified in Section 31 of this Agreement. The Authority shall be liable for payments due Contractor up to and including the date of termination. Contractor shall be liable for, but not limited to, any expenses, damages and/or legal fees which result from termination, if such termination is due to Contractor's negligence, willful misconduct or material breach of this Agreement.
- B. Contractor shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination. Upon termination of this Agreement, Contractor shall forthwith deliver to the Authority all documents and any other material in any way relating to the Services provided to the Authority by Contractor which may be in its possession.
- C. Contractor shall have the right to terminate this Agreement if the Authority fails to meet any of its payment obligations under this Agreement, provided that the Authority has received prior written notice of any delinquent payment at the address specified in Section 31 of this Agreement, and provided further that the Authority has failed to make such payment within thirty (30) days after receiving such notice.

6. INSURANCE

- A. The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the Services rendered under this Agreement, insurance in all types and limits specified in the RFP. In addition, the Contractor shall obtain and maintain insurance not required hereunder but which otherwise may be required by law.
- B. All insurance provided for in this Section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The Authority heretofore has required the submittal to the Authority of certificates of insurance evidencing the existence of such insurance. If the term of this Agreement coincides with the term of any of Contractor's insurance coverage, a certificate from the expiring policy will be accepted, but a certificate evidencing renewed coverage of a new policy must be presented to the Authority no later than thirty (30) days prior to the expiration date of the expiring policy.
- C. Contractor's insurance policies and certificates of insurance therefore shall contain an endorsement naming the Authority and the County of Berks (the "County") as additional insured/loss payee (as their interests may appear) parties thereunder, and a provision stating at least thirty (30) calendar days prior written notice be given to the Authority in the event coverage is canceled, non-renewed or reduced.
- D. If the Contractor desires to self insure any or all of the coverage listed in this Section, it shall provide to the Authority documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in the RFP.
- E. The Authority reserves the right to review categories and levels of insurance coverage held by the Contractor in an ongoing program of risk management. The Contractor will be notified, in writing, of coverage requirements as determined by this review and the Contractor agrees to secure such requested coverage.
- F. If the Contractor fails to obtain or maintain the required insurance, the Authority shall have the right to treat such failure as a material breach of the Agreement and to exercise all appropriate rights and remedies, including termination of this Agreement.
- G. Contractor represents to Authority that all coverage's for subcontractors shall meet the requirements stated in this Agreement and the RFP.

7. PERFORMANCE GUARANTEE

Contractor shall furnish and maintain for the term of Contractor's obligations under this Agreement a performance bond, or other financial assurance acceptable to the Authority, in the sum of \$10,000 guaranteeing the faithful performance of this Agreement. Any performance bond shall be obtained from a surety lawfully authorized to do business in the Commonwealth of Pennsylvania and which is approved by the Authority and which is listed in the U. S. Treasury List of Acceptable Surety Companies on Federal Bonds.

8. CONTRACTOR AND THE AUTHORITY WARRANTIES

- A. Contractor warrants that it has investigated and satisfied itself as to all conditions affecting the Services, including but not limited to, those bearing upon: (a) federal, state, or local legal requirements, permits, licenses and limitations; (b) factors affecting transportation, disposal, handling or storage; (c) availability of labor; (d) uncertainties of weather; (e) the character of equipment and facilities required; and (f) physical conditions required to perform the Services.
- B. The Authority warrants and represents that:
 - (i) The Authority will comply with all applicable laws and regulations.

9. CONFIDENTIALITY

Recognizing that the Authority is a public entity and that this Agreement is subject to review and approval by the Board of the Authority and is subject to Pennsylvania and federal laws and regulations requiring, among other things, disclosures of contracts when public money is spent, the parties agree that the Authority cannot ensure confidentiality but it will use its best efforts to keep confidential information about Contractor's processing technology.

10. COMPLIANCE

- A. Contractor shall perform the Services, and acquit all other duties under this Agreement, in complete and good faith compliance with all applicable federal, state, and local laws and regulations. Contractor shall advise the Authority of all federal, state, and local regulatory changes of which it becomes aware concerning the packaging, collection, storage, transportation, disposal, treatment and handling of electronic waste pursuant to this Agreement. At all times during the term of this Agreement, Contractor shall maintain any and all permits required under federal, state, or local government regulation to treat, store, transport, or dispose of the electronic waste as specified under this Agreement.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Services. The Contractor shall promptly notify the Authority in writing if the performance of the Services is observed by the Contractor to be at variance therewith.
- C. The Contractor at all times during the term of this Agreement shall observe and abide by all federal, state, and local laws which in any way affect the conduct of the Services and shall comply with all decrees and orders of courts of competent jurisdiction. The

Contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

- D. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising therefrom.
- E. The Contractor shall be responsible to the Authority for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, suppliers and their agent and employees, and other persons performing portions of the Services under a contract with the Contractor.

11. UNDUE INFLUENCE

Contractor agrees not to hire any personnel of the Authority who may exercise or has exercised discretion in the awarding, administration or continuance of this Agreement for up to and including one year following the termination of any such personnel from the Authority workforce. Failure to abide by this provision shall constitute a breach of this Agreement.

12. RELIANCE

The Authority shall rely upon the expertise, competence and good faith of Contractor in the performance by Contractor of this Agreement, including without limitation (a) identifying, acquiring and maintaining the personnel, procedures, vehicles, equipment, and materials which are suitable to perform this Agreement, and (b) the full compliance with all requirements imposed by federal, state, and local laws and regulations.

13. REIMBURSEMENT

Contractor shall reimburse the Authority for any actual damages or costs, as well as court costs and attorney's fees, related to or arising out of Contractor's failure to perform Contractor's obligations under this Agreement. This remedy shall be in addition to, not in lieu of, any other remedies of the Authority provided by law, equity or this Agreement.

14. WITHHOLDING

In the event that Contractor fails to perform any of Contractor's obligations under this Agreement, the Authority shall have the right to withhold payments to Contractor to the extent of any amount owed under any provisions of this Agreement. This remedy is in addition to, and not in lieu of, any other rights of the Authority provided by law, equity or this Agreement.

15. CHANGES

- (A) The Authority shall have the right to order reasonable changes to the Services during the term of this Agreement. Contractor will implement no change to the Services in the absence of a written change order received from the Authority. Contractor agrees to negotiate in good faith toward agreement upon a change

order fee prior to the issuance of any written change order.

- (B) In the event that the Authority deems it in its best interest to issue a change order prior to the conclusion of, or in the absence of, agreement upon a change order fee, Contractor shall be obligated to perform the Services as changed. In any such event, Contractor shall be entitled to reasonable, actual costs plus a reasonable overhead and profit on any change order issued by the Authority, and Contractor shall submit a written claim (together with detailed itemization of the basis for such claim) for a change order fee within thirty (30) days of the receipt of such change order. If the Authority does not accept the amount of the change order submitted by Contractor, the parties will attempt in good faith to negotiate the change order fee.

16. INDEPENDENT CONTRACTOR

For the purposes of this Agreement (including, but not limited to, and with respect to, laws and regulations concerning employees' compensation, workers' compensation, and other labor matters; the keeping of records, making of reports and payment of income and payroll taxes and contributions; etc.), Contractor is, and at all times for the term of this Agreement shall be and remain, an independent contractor and employing unit. No party under this Agreement is the agent or employee of the other, and neither party under this Agreement is authorized to make any representations or incur any liabilities on behalf of the other party.

17. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Authority and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services and this Agreement, including any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent and/or intentional acts or omissions of the Contractor, a Subcontractor (as such term is more completely described at Section 24 hereof), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described elsewhere in this Agreement.
- B. In claims against any person or entity indemnified under this Section 17 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 17 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- C. The Contractor shall hold the Authority harmless from, and indemnify the Authority against, any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Contractor, its employees, agents, assigns, officers, or Subcontractors under this Agreement, and shall defend any and all actions brought against the Authority based upon any such claims or demands.
- D. Without limiting the obligations outlined in Section 6, the Contractor will provide and maintain comprehensive general liability and property damage insurance which shall be endorsed to protect the Authority from claims of bodily injury and of property damage arising out of any services or activities performed by the Contractor or its employees, agents, officers, assigns, or Subcontractors under this Contract, including claims for damages by business invitees and all other claims for damage to property as a direct or indirect result of the execution of the Services and/or the performance of the obligations under this Agreement.
- E. The Authority and the County of Berks (the "County") shall be listed on the above-referenced insurance policies as additional insureds/loss payees (as their interests may appear). Such policies shall not include any provisions limiting the existing sovereign immunity of the Commonwealth of Pennsylvania or its agents or employees. Contractor certifies, by signing this Agreement, that it has the insurance coverage required by this Agreement; that such coverage will be in effect for the duration of this Agreement; and that the policies will not be cancelled or changed unless at least thirty (30) days prior notice has been given to the Authority. Upon request, the Contractor shall furnish proof of insurance as required by this Agreement to Authority.
- F. The Services in every respect shall be under the care of the Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or object, except where stipulated otherwise in the RFP, and also be responsible for any such damages or injury from his performing the Contract to any person or persons or thing connected therewith.
- G. Contractor agrees to defend, indemnify, and hold harmless Authority, its present and future officers or directors (or officials), employees and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay as a result of bodily injuries, personal injuries, disease, occupational disease (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by or arising out of the emergency response services, site support services, removal, loading, transportation and disposal of electronic waste, unless such injury, damage, fines or violations result from the sole negligence of Authority.

- H. The indemnification obligation under this Section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor and shall survive the termination of this Agreement for any reason.

18. RELATIONSHIP OF THE PARTIES

- A. The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Authority to utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Authority; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and most expeditious and economical manner consistent with the interests of the Authority. The Authority agrees to exercise best efforts to enable the Contractor to perform the Services in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents (defined herein).

19. CONTRACT DOCUMENTS

- A. The Contract Documents consist of this Agreement between Authority and Contractor, the RFP, any addenda issued prior to execution of this Agreement, the Proposal of Contractor, other documents listed in this Agreement and the modifications thereof issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Services by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- B. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Authority and a Subcontractor or Sub-subcontractor (as such terms are defined at Section 24 hereof) or (2) between any persons or entities other than the Authority and Contractor.
- C. Execution of the Agreement by the Contractor is a representation that the Contractor has visited and become familiar with the local conditions under which the Services are to be performed.
- D. The term "Services" shall include the services required by the Contract Documents, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Services may constitute the whole or a part of the project.

- E. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - a. The Agreement between Authority and Contractor.
 - b. Addenda, with those of later date having precedence over those of an earlier date.
 - c. The RFP.

20. SAFETY

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. The Contractor shall take the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, persons and property.
- B. The Contractor shall comply with all applicable laws, ordinances, rules, and regulations and orders of any public body having jurisdiction of the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection.
- C. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- D. The Contractor shall comply with all requirements of the Pennsylvania Department of Environmental Protection (“PA DEP”) regulations.
- E. Nothing in this Agreement shall relieve the Contractor of his responsibility in insuring proper job-site safety.
- F. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons performing the Services under the Agreement. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- G. The Contractor shall enforce a complete ban on the possession and/or consumption of alcoholic beverages and/or controlled substances.

21. ASSUMPTION OF RISK

The Contractor shall have read all the Contract Documents. Failure to do so will not relieve the Contractor of his obligation to furnish all labor and supplies necessary to carry out the provisions of this Agreement because of insufficient data or incorrectly assuming conditions nor shall claims be made on any misunderstanding in regard to the nature, conditions, or character of the work to be done under this Agreement. The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Services. If the Contractor foresees problems or difficulties in performing and completing the Services as specified, he shall contact the Authority immediately.

22. TAXES

- A. Unless otherwise provided in the Contract Documents, the Contractor shall pay sales (except to the extent that the Authority's tax exempt status applies), consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- B. Contractor hereby certifies, as a condition precedent to the execution of the Agreement, and as an inducement for the Authority to execute the same, that it is not "delinquent" on any taxes owed to the City of Reading and/or County of Berks and/or Commonwealth of Pennsylvania. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Berks County Tax Claim Bureau.
- C. Contractor further agrees, as a specific condition of the Agreement, that it shall remain current on all of the taxes it owes to the City of Reading and/or County of Berks and/or Commonwealth of Pennsylvania. Should Contractor become delinquent on any taxes it owes to the City of Reading and/or County of Berks and/or Commonwealth of Pennsylvania during the term of the Contract, Contractor may be deemed to be in breach of the Contract by the Authority.
- D. In the event the Contractor becomes delinquent, it hereby authorizes the Authority to make direct payments to the taxing authority for the City of Reading and/or County of Berks and/or Commonwealth of Pennsylvania to bring Contractor's taxes current.

23. DOCUMENT INTERPRETATION; ARBITRATION

- A. All claims or disputes between the Contractor and the Authority arising out of or relating to the Contract Documents, or the breach thereof, shall be decided by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise, and subject to an initial written presentation of the claim or dispute to the Authority seven (7) days following the occurrence of such a claim or dispute. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made

within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof

- B. Notwithstanding any other provision of this Agreement, the Contractor shall continue to provide Services during all disputes or disagreements with the Authority. No provision of Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Authority may otherwise agree in writing.

24. SUBCONTRACTORS AND SUPPLIERS

- A. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Services. A Sub-subcontractor is a person or entity who has a direct contract with a Subcontractor to perform a portion of the Services.
- B. A Supplier is a person or entity who has a direct or indirect contract with the Contractor, Subcontractor or Sub-subcontractor to furnish materials or equipment or disposal services in connection with the Services. The term "Supplier" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Supplier or an authorized representative of the Supplier.
- C. Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Authority the names of Suppliers and the names of the Subcontractors to be used in connection with the Services. The Contractor shall not contract with any Subcontractor to whom the Authority has made reasonable and timely objection. The Contractor shall not contract with anyone to whom the Contractor has made reasonable objection. Approval by the Authority of any particular Subcontractor shall in no way relieve the Contractor of full responsibility for that portion of the Services subcontracted. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes

toward the Authority. In no event shall the total amount of all subcontracts exceed forty-nine (49%) percent of this Agreement.

- D. If a Subcontractor or other Contractor sues the Authority on account of any damage alleged to have been caused by the Contractor, then the Authority shall notify the Contractor who shall defend such proceeding at the Contractor's expense and if any judgment or award against the Authority is entered, the Contractor shall pay or satisfy the Authority and shall reimburse the Authority for all attorney's fees and court costs that the Authority has incurred, so long as they are not proven to be due to the gross negligence, or willful misconduct of the Authority.

25. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (ii) employees and other persons who may be affected thereby; and
- (iii) other property used in connection with or affected by the provision of the services.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to the grossly negligent acts or omissions of the Authority or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 17.

26. NONDISCRIMINATION

During the term of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

- B. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
- C. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- G. Upon request of the Authority, Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts to, the Authority for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Authority.
- H. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- I. The Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

27. DISABILITIES

- A. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Authority through contracts.
- B. The Contractor shall be responsible for and agrees to indemnify, defend, and hold harmless the Authority from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Authority as a result of the Contractor's failure to comply with the provisions of 27.A. above.

28. ALTERNATE PROVISION OF SERVICES

If the Contractor defaults or persistently fails or neglects to carry out the Services in accordance with the Contract Documents or fails to perform a provision of the Agreement, the Authority, after three days' written notice to the Contractor and without prejudice to any other remedy the Authority may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Authority's option, the Authority may terminate the Agreement and may provide the Services by whatever method the Authority may deem expedient.

29. SUCCESSORS

Each of the terms, provisions, covenants and conditions of this Agreement, as the case may be, shall be binding upon and inure to the benefit of the Authority and its agent, Contractor, each Subcontractor of Contractor, each Sub-subcontractor of each Subcontractor, and each party acting for, through or under Contractor or such Subcontractor or Sub-subcontractor, and their respective heirs, executors, administrators, successors and assigns.

30. NON-ASSIGNABILITY

The Contractor shall not assign the Contract as a whole without the written consent of the Authority. If the Contractor attempts to make such an assignment without consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Agreement. The Authority may assign the Contract without obtaining the consent of the Contractor. The Contractor's agreement to such assignment is hereby granted.

31. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent certified mail, return receipt requested, addressed to each party at the following address:

CONTRACTOR:

THE AUTHORITY:

Berks County Solid Waste Authority
Attention: Executive Director
633 Court Street
14th Floor - SC
Reading, PA 19601

With a copy to:

Georgeadis Setley
Attention: Socrates Georgeadis, Esquire
4 Park Plaza – 2nd Floor
Wyomissing, Pa. 19610

32. SEVERABILITY

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

33. ENTIRE AGREEMENT

- A. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth.
- B. No waiver of the breach of any term or condition of the Agreement shall be deemed to constitute the waiver of any other breach of the same or any other term or condition.

34. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of the County of Berks, Pennsylvania.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

INTENDING TO BE LEGALLY BOUND, the undersigned authorized officers of the Berks County Solid Waste Authority and _____ have executed this Agreement this _____ day of _____, 2020.

BERKS COUNTY SOLID
WASTE AUTHORITY

[CONTRACTOR]

By: _____

By: _____

Title: _____

Title: _____

Exhibit 2

Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter "Principal") and _____, a
surety company legally authorized to do
business in the Commonwealth of Pennsylvania (hereinafter "Surety") are held and
firmly bound unto the Berks County Solid Waste Authority (hereinafter "Beneficiary") in
the full and just sum of twenty-five Thousand Dollars (\$10,000.00), lawful money of the
United States, to be paid to the Beneficiary, or its representatives, successors or
assigns, for which payment well and truly to be made we, the Principal and Surety, by
these presents do bind ourselves, jointly and severally, and our successors and
assigns.

WHEREAS, the Principal has entered into an Agreement with the Beneficiary
dated the ____ day of _____, 2020, which Agreement is be reference
made a part hereof.

NOW THEREFOR, THE CONDITION OF THIS OBLIGATION IS SUCH that, if
the Principal shall well and faithfully do and perform the things agreed to be done and
performed according to all of the terms of said Agreement and its conditions, at the time
and in the manner therein provided, and such alterations as may be made in the said
Agreement, and satisfy all claims and demands incurred in or for the same or growing out
of the same, or for injury or damage to persons or property in the performance thereof,
and shall fully indemnify and save harmless the said Beneficiary from any and all costs,
damages and expenses which the said Beneficiary may suffer by reason of the
Principal's failure to do so, and shall fully reimburse and repay the said Beneficiary any
and all costs, damages and expenses which it may incur by reason of any such default
and shall pay all persons who have contracts directly with the Principal for labor and
materials, performed or furnished therein, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

Principal and Surety agree that (a) alterations or additions may be made in the
terms of the Agreement or in the work to be done or materials to be furnished or labor to
be supplied or performed thereunder and (b) the Beneficiary may grant extensions of time
for the performance of the Agreement, or may forbear in enforcing the Agreement; and
Principal and Surety further agree that such alterations or additions or extensions or
forbearance shall not in any way release the Principal or the Surety, or either of them, or
their successors or assigns, from liability hereunder, notice to the Surety of any such
additions, alterations, extensions or forbearance being hereby waived.

This Bond shall be construed in accordance with the laws of the Commonwealth
of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and
venue for any litigation concerning this Bond and the transactions contemplated shall
exist in the Berks County Court of Common Pleas. The Principal and the Surety consent
to such jurisdiction and venue and agree that all service of process, including any
instrument to institute suit, shall be effective if served in accordance with Pennsylvania
law.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this ____ day of _____, A.D. 2020, the name and corporate seal of the said Surety being affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

Name/Title _____

Attest: _____

[Corporate Seal]

Surety

By: _____

Attest: _____
(Secretary)

(Attorney-in-Fact)

[Corporate Seal]

(Attach General Power of Attorney)