

## REQUEST FOR PROPOSAL

### TRANSPORTATION, PROCESSING AND RECYCLING SERVICES for MERCURY-CONTAINING (FLUORESCENT) LAMPS AND BALLASTS

#### BACKGROUND:

The Lancaster County Solid Waste Management Authority (LCSWMA) accepts for recycling mercury-containing (fluorescent) lamps and ballasts, which together are referred to as "Lamps", from the public at its permanent Household Hazardous Waste (HHW) Facility located at 1299 Harrisburg Pike, Lancaster, PA. The types of Lamps include: straight fluorescents, U-tubes/compact/biax, HID/mercury/metal halide, low/high pressure sodium, coated or shatter shield, and UV lamps. The purpose of the Lamp recycling program is to divert materials, like mercury and PCB's, from the solid waste stream and recover reusable materials including metals, glass and mercury.

LCSWMA accepts from households or small business up to 30 Lamps per month at no charge. LCSWMA staff sorts the various types of Lamps and places them in corrugated packing boxes/barrels (properly labeled as universal waste) supplied by the Processor. The boxes are then stretch-wrapped to standard 4-way pallets provided by LCSWMA. LCSWMA stores the boxed Lamps inside its HHW Facility. LCSWMA contacts the Processor for pickup within five (5) days of notification, usually the first week of each month.

The following is a breakdown of the types and numbers of lamps and pounds of ballasts received during 2015:

Type of Lamp	2015 Total Units
F-10 fluorescent lamps	0
F-20 fluorescent lamps	47
F-30 fluorescent lamps	0
F-40 fluorescent lamps	36,631
F-60 fluorescent lamps	0
F-72 fluorescent lamps	75
F-96 fluorescent lamps	4,628
FB-40 fluorescent lamps	959
Biax fluorescent lamps	0
Circular fluorescent lamps	0
Compact fluorescent lamps	12,997
HID fluorescent lamps	551
Shatter shield fluorescent lamps	145
Incandescent lamps	158
UV lamps	751
PARS lamps	0
Spot lamps	0
Pounds of PCB ballasts	1,011

**PURPOSE:**

LCSWMA desires to enter into a one-year Agreement with a Lamp processor that can provide environmentally and economically responsible management of the Lamps for transportation, processing and recycling of Lamps delivered to LCSWMA. The contract period will be August 1, 2016 through December 31, 2017, with two (2) one-year renewals upon mutual agreement between LCSWMA and the Processor to extend the Agreement.

LCSWMA will pay the processor within thirty (30) days of receipt of monthly invoices based on the contracted price schedule.

**PROPOSAL:**

Please provide a pricing schedule and write unit costs in numbers and words. Proposers should calculate the projected annual cost for each type of lamp based on number of lamps delivered to the HHW in 2015. Proposers should then total the column to determine the projected annual cost. The number of each lamp will vary from the 2015 numbers but the proposer's per unit cost will be fixed.

Type of Lamp	Price Per Unit (in Numbers)	Price Per Unit (in Words)	Units (or lbs of Ballasts) in 2015	Projected Annual Cost
F-10 fluorescent lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
F-20 fluorescent lamps	\$ _____	\$ _____ and _____ /100	47	\$ _____
F-30 fluorescent lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
F-40 fluorescent lamps	\$ _____	\$ _____ and _____ /100	36,631	\$ _____
F-60 fluorescent lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
F-72 fluorescent lamps	\$ _____	\$ _____ and _____ /100	75	\$ _____
F-96 fluorescent lamps	\$ _____	\$ _____ and _____ /100	4,628	\$ _____
FB-40 fluorescent lamps	\$ _____	\$ _____ and _____ /100	959	\$ _____
Biax fluorescent lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
Circular fluorescent lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
Compact fluorescent lamps	\$ _____	\$ _____ and _____ /100	12,997	\$ _____
HID fluorescent lamps	\$ _____	\$ _____ and _____ /100	551	\$ _____
Shatter shield fluorescent lamps	\$ _____	\$ _____ and _____ /100	145	\$ _____
Incandescent lamps	\$ _____	\$ _____ and _____ /100	158	\$ _____
UV lamps	\$ _____	\$ _____ and _____ /100	751	\$ _____
PARS lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
Spot lamps	\$ _____	\$ _____ and _____ /100	0	\$ _____
Pounds of PCB ballasts	\$ _____	\$ _____ and _____ /100	1,011	\$ _____
<b>TOTAL \$</b>				

Lead acid battery processing is not currently included in the Lamp processing agreement. However, if your facility accepts lead acid batteries, please provide unit pricing. LCSWMA will evaluate this pricing and intends to add this material to the agreement if possible. Your proposal will still be considered on the basis of the pricing of Lamps if you do not accept lead acid batteries.

Material	Price Per lb (in Numbers)	Price Per lb (in Words)	Lbs of lead acid batteries in 2015	Projected Annual Cost
Lead acid batteries	\$	\$ _____ and _____ /100	50,220	\$

**PRICE INCREASE:**

Second year (2018) \_\_\_\_\_

Third year (2019) \_\_\_\_\_

**REQUIRED INFORMATION:**

Explain the method of processing Lamps to recover components:

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Identify the facility name and physical address where the Lamps are processed:

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Identify the permits held by this facility that allow for the processing of Lamps:

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Identify the names of the end-markets that the various Lamp commodities (glass, metal, mercury, etc) are directed to:

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If you accept lead acid batteries, identify the facility name and physical address where the batteries are processed and identify the permits held by this facility that allow for the processing of the batteries:

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If you accept lead acid batteries, will batteries be picked up at the same time as Lamps? (Please note; batteries will be stacked two rows high with cardboard in between the rows, both terminals taped and stretch-wrapped to a standard 4-way pallet):

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Identify three (3) governmental agencies and/or private businesses for which you have provided Lamp processing/recycling services. Include contact names, addresses, phone numbers, email addresses, and the type of Lamps and quantities processed:

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b)

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c)

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**AGREEMENT:**

LCSWMA will evaluate all proposals in relation to processing methods and projected costs. LCSWMA will then offer an agreement to the processor which provides favorable pricing, the greatest recovery of recyclable materials, and uses the most environmentally sound methods.

The executed agreement will legally bind the processor to meet the following requirements:

- A. Enter into a seventeen month processing agreement at fixed pricing.
- B. Process all the Lamps dropped off at LCSWMA's HHW facility. Units received in 2015 are listed in the background section and these quantities are expected to vary each year.
- C. Provide pick-up approximately once per month for pallets of Lamps, along with delivering sufficient cardboard boxes/barrels that are properly labeled as Universal Waste for storage and packaging of Lamps. LCSWMA accumulates four to six pallets per month of Lamps.
- D. Complete LCSWMA a manifest for each pick-up and provide corresponding certificates of processing/recycling and "chains of custody" or equivalent, that verify end-markets and final disposition of all components. Provide counts (or weights for ballasts) for each type of Lamp within five business days of pick-up. Please submit sample documentation.
- E. Provide invoices listing units or weights (ballasts) of materials picked up and resulting cost to LCSWMA on a monthly basis. Electronic invoicing is required.
- F. Provide documentation to satisfy the requirements of LCSWMA's ISO 14001 Environmental Management System. Documentation includes copies of any permits or approvals for processing Lamps, information that the processor will be transporting Lamps in accordance with applicable regulations, that drivers have training applicable to the materials they are transporting and vehicles are properly equipped and licensed.
- G. Provide documentation of ISO 14001 certification, if achieved.
- H. The successful processor will be required to list LCSWMA as additional insured under the processor's general liability, automobile liability, and excess insurance on a primary, non-contributory basis and processor agrees to waive subrogation against LCSWMA.

I. Provide proof of the following required insurance coverage:

<u>COVERAGES</u>		<u>LIMITS OF LIABILITY</u>
Worker's Compensation		Statutory
Employer's Liability		\$500,000/bodily injury by accident/each accident \$500,000/bodily injury by disease/each employee \$500,000/bodily injury by disease-policy limit
General Liability:		
a.	Bodily Injury & Property Damage	\$1,000,000 per occurrence
b.	Products - Completed Operations Aggregate Limit	\$2,000,000
c.	Personal & Advertising Injury Limit	\$1,000,000
d.	General Aggregate	\$2,000,000
Excess Liability		\$3,000,000 each occurrence \$3,000,000 aggregate
Automobile Liability:		
a.	Bodily Injury & Property Damage	\$1,000,000 per occurrence
Pollution and Environmental Impairment Liability		\$2,000,000 aggregate

J. Although Pollution and Environmental Impairment Liability is not required, LCSWMA prefers that the processor carry this insurance and will be viewed favorably when determining which processor LCSWMA will enter into an agreement with.

Proposal Submitted by: \_\_\_\_\_  
(Name of Processor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Please return your proposal via email or mail by 3:00 P.M. EST on July 12, 2016 to:

Jeff Munster, Facility Director TSC  
LCSWMA  
PO Box 4425  
Lancaster, PA 17604-4425  
PHONE: (717) 735-0177  
E-MAIL: jmunster@lcswma.org

# **SAMPLE AGREEMENT**



## MERCURY-CONTAINING (FLUORESCENT) LAMPS AND BALLAST AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 2016 between the Lancaster County Solid Waste Management Authority (LCSWMA), a municipal authority with its principal office at 1299 Harrisburg Pike, Lancaster, Pennsylvania and PROCESSOR.

Intending to be legally bound, LCSWMA and PROCESSOR agree as follows:

1. Definitions. Any capitalized term used in this Agreement which refers to a type or category of waste shall have the meaning as set forth in the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, and the regulations promulgated by the Pennsylvania Department of Environmental Protection.

As used in this Agreement, the following definitions apply:

- Mercury-Containing Lamp (Universal Waste Lamp) – A bulb or tube portion of an electric lighting device that is specifically designed to produce radiant energy; most often in the ultraviolet, visible, and infrared regions of the electromagnetic spectrum. Examples of common mercury-containing lamps include, but are not limited to: fluorescent, high intensity discharge (HID) neon, mercury vapor, high pressure sodium and metal halite.
- Ballast – A device used to provide the starting voltage or to stabilize the current in a circuit, as in a mercury-containing lamp, which may contain polychlorinated biphenyls (PCB).

2. Term. The term of this Agreement shall be for seventeen months beginning on August 1, 2016 and ending December 31, 2017. LCSWMA reserves the right to extend/renew the term of said Agreement for two (2) additional one-year terms mutually agreeable to both PROCESSOR and LCSWMA.

3. Price. LCSWMA shall only pay PROCESSOR in accordance with the following Price Schedule as submitted by PROCESSOR. PROCESSOR's prices will be fixed for the initial term of the Agreement, and any subsequent one-year renewal terms. No additional fees or surcharges shall be paid by LCSWMA.

Type of Lamp/Ballast	Pricing
F-10 fluorescent lamps	
F-20 fluorescent lamps	
F-30 fluorescent lamps	
F-40 fluorescent lamps	
F-60 fluorescent lamps	
F-72 fluorescent lamps	
F-96 fluorescent lamps	
FB-40 fluorescent lamps	
Biax fluorescent lamps	
Circular fluorescent lamps	
Compact fluorescent lamps	
HID fluorescent lamps	
Shatter shield fluorescent lamps	
Incandescent lamps	
UV lamps	
PARS lamps	
Spot lamps	
PCB Ballasts	

4. Payments. PROCESSOR shall render invoices monthly. Invoices shall provide the numbers and types of mercury-containing lamps and ballasts received by PROCESSOR. Payment shall be due from LCSWMA on the thirtieth (30<sup>th</sup>) day after the statement date.

5. Work. The following Work shall be provided under the Agreement.

PROCESSOR shall have the following responsibilities under the Agreement

a. Provide sufficient numbers of storage boxes/barrels to meet the sorting and packaging needs of LCSWMA in order to prepare mercury-containing lamps and ballasts for shipment to PROCESSOR's processing/recycling facility.

b. Arrive on-site within five (5) working days of notification by LCSWMA of pick-up and transport boxed/sorted mercury-containing lamps and ballasts from LCSWMA's Household Hazardous Waste (HHW) Facility to PROCESSOR's processing/recycling facility.

c. Process all mercury-containing lamps and ballasts according to industry standards at processing/recycling facilities that are fully permitted and licensed under federal, state and local regulations.

d. As appropriate, complete and provide upon request to LCSWMA's HHW Superintendent any shipping documents, trailer content summaries, manifests, Certificates of Processing/Recycling, and/or equivalent documentation. Provide counts (or weights for ballasts) for each type of Lamp within ten business days of pick-up.

e. Provide documentation to satisfy the requirements of LCSWMA's ISO 14001 Environmental Management System. Documentation includes copies of any permits or approvals for processing Lamps, information that PROCESSOR will be transporting Lamps in accordance with applicable regulations, that drivers have training applicable to the materials they are transporting and vehicles are properly equipped and licensed.

f. Provide documentation of ISO 14001 certification, if achieved.

LCSWMA shall have the following responsibilities under the Agreement.

a. Receive mercury-containing lamps and ballasts from the public and manage the materials in preparation for pickup by PROCESSOR.

b. Sort mercury-containing lamps according to type, place in storage containers and stretch-wrap storage containers to pallets. Sort ballasts according to type and place in steel drums.

c. Provide site access to PROCESSOR for the delivery of storage boxes and load mercury-containing lamps and ballasts onto PROCESSOR's truck.

6. **Recycling Warranty.** PROCESSOR warrants that all mercury-containing lamps and ballasts accepted by the PROCESSOR under this Agreement shall be recycled to the greatest extent practical and not disposed of as solid waste.

7. **Insurance.** At all times during the term of this Agreement, PROCESSOR shall maintain in full force and effect employer's liability, worker's compensation, general and excess liability, property, pollution liability and environmental impairment liability insurance. All insurance shall (a) be by insurers and for policy limits acceptable to LCSWMA, (b) be on an "occurrence basis", (c) name LCSWMA as an additional insured, and (d) waive subrogation against LCSWMA.

Certificates of insurance acceptable to LCSWMA shall be filed with LCSWMA prior to commencing the Work. Certificates shall be signed by a duly authorized officer of the insurance company or an authorized agent or broker. Certificates shall stipulate that LCSWMA shall receive 30 days prior written notice of any change in or cancellation of coverage.

PROCESSOR shall carry at least the following types and amounts of insurance:

**INSURANCE COVERAGE REQUIREMENTS**

<b><u>COVERAGES</u></b>		<b><u>LIMITS OF LIABILITY</u></b>
Worker's Compensation		Statutory
Employer's Liability		\$500,000/bodily injury by accident/each accident \$500,000/bodily injury by disease/each employee \$500,000/bodily injury by disease-policy limit
General Liability:		
a.	Bodily Injury & Property Damage	\$1,000,000 per occurrence
b.	Products - Completed Operations Aggregate Limit	\$2,000,000
c.	Personal & Advertising Injury Limit	\$1,000,000
d.	General Aggregate	\$2,000,000
Excess Liability		\$3,000,000 each occurrence \$3,000,000 aggregate
Automobile Liability:		
a.	Bodily Injury & Property Damage	\$1,000,000 per occurrence
Pollution and Environmental Impairment Liability		\$2,000,000 aggregate

8. Performance Guarantee. No Performance Guarantee is required under this Agreement.

9. Vendor Warranties. PROCESSOR warrants that it has investigated and satisfied itself as to all conditions affecting the Work, 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 at the sites of the Work.

10. Compliance. PROCESSOR shall perform the Work, and acquit all other duties under this Agreement, in complete and good faith compliance with all applicable federal, state and local laws and regulations. PROCESSOR shall advise LCSWMA of all federal, state and local regulatory changes concerning the packaging, collection, storage, transportation, disposal, treatment and handling of mercury-containing lamps and ballasts. At all times during the term of this Agreement, PROCESSOR shall hold a current, valid Pennsylvania Department of Environmental Protection waste transporter license and any required identification number for all types of mercury-containing lamps and ballasts serviced under this Agreement. LCSWMA shall be deemed the generator of all mercury-containing lamps and ballasts serviced under this Agreement for transportation and processing/recycling purposes, as the materials collected under this program are Municipal Solid Waste, not Hazardous Waste.

11. Reliance. LCSWMA shall rely upon the expertise, competence and good faith of PROCESSOR in the performance by PROCESSOR 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.

12. Reimbursement. PROCESSOR shall reimburse LCSWMA for any actual damages or costs, including both direct and consequential costs and damages, as well as court costs and reasonable attorney's fees, related to or arising out of PROCESSOR's negligent failure to perform PROCESSOR's obligations under this Agreement. This remedy shall be in addition to, not in lieu of, any other remedies of LCSWMA provided by law, equity or this Agreement.

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

14. Changes. LCSWMA shall have the right to order reasonable changes to the scope of Work during the term of this Agreement. No change to the Work will be implemented by PROCESSOR in the absence of a written change order received from LCSWMA. PROCESSOR agrees to negotiate in good faith toward agreement upon a change order fee prior to the issuance of any written change order.

In the event that LCSWMA 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, PROCESSOR shall be obligated to perform the Work as changed. In any such event, PROCESSOR shall be entitled to reasonable, actual costs plus a reasonable overhead and profit on any change order issued by LCSWMA, and PROCESSOR shall submit a written claim (together with detailed itemization of the basis for such claim) for a change order fee within 30 days of the receipt of such change order. If LCSWMA does not accept the amount of the change order fee submitted by PROCESSOR, the parties will attempt in good faith to negotiate the change order fee, and in the absence of an agreement, the change order fee shall be determined by arbitration in accordance with paragraph 19 of this Agreement.

15. Independent Contractor. For all purposes (including but not limited to laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records, making of reports and payment of taxes and contributions; etc.) PROCESSOR is, and at all times for the term of this Agreement shall be and remain, an independent Contractor and employing unit. Neither party under this Agreement is the agent nor is employee of the other; and neither party under this Agreement authorized to make any representations or incur any liabilities on behalf of the other party.

16. Indemnification. PROCESSOR shall assume full responsibility for all its officers, employees and agents. PROCESSOR shall indemnify LCSWMA and hold and save LCSWMA harmless from and against all claims, demands, and causes of action which may be asserted by any person (including the officers, employees or agents or PROCESSOR, whether or not otherwise covered under workers' compensation laws), because of any injury to property, injury or death to any person, or any other cause whatsoever, which arises out of or is related to any of the acts or negligent omissions of PROCESSOR or its officers, employees or agents. PROCESSOR's obligations for indemnification provided in this Agreement shall apply except to the extent of any sole, concurring or contributing negligence of LCSWMA.

17. Subcontracts. PROCESSOR shall not enter into any subcontracts for the Work to be performed under this Agreement, either in whole or in part, without the prior written consent of LCSWMA.

18. Modifications. This Agreement shall not be modified except in writing and executed by both parties.

19. Integration. This Agreement forms the entire agreement of the parties and supersedes any prior agreements or understandings between the parties.

20. Governing Law. This Agreement and any issues as to its validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania. The parties shall submit all disputes which cannot in good faith be resolved between them to arbitration, which shall be conducted in Lancaster, Pennsylvania, under the commercial arbitration rules of the American Arbitration Association. The results of said arbitration shall be final and binding upon both parties and either party may enter judgment on, and enforce an arbitration award.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

LANCASTER COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY

PROCESSOR

By: Robert B. Zorbaugh  
Name

By: \_\_\_\_\_  
Name

Chief Operating Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

Attest: \_\_\_\_\_  
Signature

(Corporate Seal)