



Request for Quotations
Marketing of Class D Recyclable Materials
(Used Consumer Electronics)

March 26, 2003

Morris County Municipal Utilities Authority
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I. Information for Vendors

The Morris County Municipal Utilities Authority (“MCMUA”) requests quotations for the marketing of Class D Recyclable Materials generated by residential and commercial generators of hazardous and/or universal waste in Morris County. All quotations shall be valid for a period of three (3) years from the date of submittal to the MCMUA. The recyclable materials for which the MCMUA is seeking quotations are a mixture of used consumer electronics containing circuit boards, stereos, televisions, video cassette recorders, digital clocks, DVD players, telephones, cell phones, printers, scanners, fax machines, computers, monitors, pagers, pocket personal computers, personal digital assistants, MP3 players, computer peripherals, and computer parts and accessories, including keyboards and mice (hereinafter “UCE”).

With this Request for Quotations (“RFQ”), the MCMUA seeks to facilitate a collection program that will achieve the maximum degree of recycling and reuse of UCE along with the proper, legal and safe disposal of that UCE that may be unsuitable for disposal in the municipal solid waste stream. Vendors shall note that the results of this RFQ may be used to assess fees for the collection of UCE at both the MCMUA’s Household Hazardous Waste Facility located at 168 Gold Mine Road, Flanders, New Jersey, and two (2) or more individual, semi-annual UCE drop-off events (each to be held in conjunction with the MCMUA’s Household Hazardous Waste Collection Program).

The basis for comparing quotations will be Table Q-1, MCMUA’s estimate of the number of pounds of UCE to be collected. It is estimated that, for a one-year period, 90,000 pounds of UCE will be delivered to drop-off site(s) and/or collection event(s). **This estimate, however is for RFQ comparison purposes only, and under no circumstances does the MCMUA guarantee any number of pounds of UCE.**

The final selection will be based upon the price proposed by Vendor in Table Q-1, the demanufacturing processes utilized by Vendor, the Processing and Recycling Facilities, and End Market Facilities utilized by the Vendor, and the results of the Questionnaire and other submittals by Vendor. The firm that has the background, expertise, price and track record to meet the needs of the MCMUA shall be selected. The MCMUA reserves the right to reject any and all RFQs, or to accept that RFQ that, in its judgment, best serves the interests of the MCMUA. The MCMUA also reserves the right to waive any defects or informalities in any quotation should it be deemed to be in the best interests of the MCMUA to do so.

The Vendor shall have as its primary business function the collection, demanufacturing and/or marketing of UCE. The demanufacturing/recycling center shall be fully approved by the state in which it is located to operate as a UCE Processing Facility. In addition, the Vendor shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this contract.

Vendor shall provide supervision, sufficient labor, equipment, and materials necessary to provide labor at individual drop-off events, package, label, load, transport, demanufacture and market for recycling the UCE generated by both residential and commercial generators of UCE

in the County of Morris.

Residential and commercial generators of UCE shall deliver these items to either the (1) MCMUA's Household Hazardous Waste Facility located at 168 Gold Mine Road, Flanders, New Jersey, 07836 (hereafter known as "Site (1)"), or (2) one of several Household Hazardous Waste Collection Events, at least one of which is held at the Morris County Fire Fighters & Police Training Academy, 500 West Hanover Avenue, Parsippany, New Jersey, 07054 (hereafter known as "Site (2)"). Vendor shall note that Site (2) is a changeable location, dependent upon the MCMUA's pre-selection of any one of 39 municipal sites chosen for the operation of a household hazardous waste collection event, at which event a UCE collection event shall be jointly held. Sites (1) and (2) are permitted to accept only from residential and CESQ generators of UCE. The MCMUA shall provide the Vendor with a minimum of thirty (30) days' notice of any site location selections or changes. The Vendor shall be responsible for picking up the UCE from both sites. Site (1) contains a 40 cubic yard covered roll-off container for storage of the UCE. At Site (2), the vendor shall also be responsible for the unloading of UCE from participants' vehicles. Any exceptions would require prior authorization by the MCMUA. Vendor shall be responsible for providing sufficient labor, equipment, and materials necessary to collect, package, label and transport off-site the UCE generated by Morris County residents and commercial generators of hazardous waste to a Processing Facility. All work is to be completed on the day of the collection event.

Vendor is being made aware of the fact that, upon notification by the MCMUA of the need for a pickup of UCE from Site (1), the Vendor shall have seven (7) business days within which to respond to said request and pick up the UCE from the site before surcharge fees shall apply.

The individual collection events at Site (2) shall be held at specific times, most likely 9 a.m. to 2 p.m., on selected dates, most likely one (1) or two (2) weekend day(s) in the spring and one (1) weekend day in the fall; however the MCMUA has the option of adding or eliminating collection events at its discretion. Vendor shall be set up at the site at least one (1) hour in advance of the collection event and shall accept any UCE delivered to the site at least one-half (1/2) hour after the end of the collection event.

A Price Proposal shall be submitted to the MCMUA, **by mail, fax or in person by 4:30 p.m. on or before Wednesday, January 8, 2003**, and shall include prices for all of the items listed in the Price Proposal attached hereto as Table Q-1, as well as all documents requested in the RFQ, including the Questionnaire. All proposals must be submitted on the signed Price Proposal form contained herein. All Collection, Processing and End Market Facilities shall also be made known as part of this proposal.

If mailed, proposals shall be addressed and submitted to: The Morris County Municipal Utilities Authority, Attn.: Laura M. Macpherson, P.O. Box 370, Mendham, New Jersey 07945-0370.

If delivered by hand, proposals shall be addressed and submitted to: The Morris County Municipal Utilities Authority, Attn.: Laura M. Macpherson, 300 Mendham Road, Morris Township, New Jersey 07960 (Tele. No. 973-631-5109).

If faxed, proposals shall be addressed and submitted to: The Morris County Municipal Utilities Authority, Attn.: Laura M. Macpherson, (Fax. No. 973-285-8397).

If selected, Vendor shall enter into a written agreement with the MCMUA incorporating the terms and conditions of this quotation for a period of one (1) year, with an option to extend the terms of the Contract for two (2) additional one (1) year periods, each extension of contract being exercisable at the sole discretion of the MCMUA.

II. Terms and Definitions

Cathode Ray Tube (CRT): Means a vacuum tube, composed primarily of glass, which is the video display component of a television or computer monitor. An intact CRT means a CRT remaining within the monitor whose vacuum has not been released. A broken CRT means glass removed from the monitor after the vacuum has been released. Inside of the CRT, a hot cathode emits electrons that are accelerated as a beam through a relatively high voltage anode, further focused or deflected electrostatically or electromagnetically, and allowed to fall on a fluorescent screen. Lead is present in the panel glass, funnel, neck, and glass frit of color CRTs, with the highest concentrations usually found in the frit and funnel glass. Other hazardous constituents sometimes present in CRT glass are mercury, cadmium, and arsenic.

Circuit Boards: Electrical equipment panels consisting of fiberglass, a paper and epoxy blend, or other inert material and electrical conductors, traces, or foils.

Class D Recyclable Materials: Waste more specifically identified in N.J.A.C. 7:26A as the following materials:

1. Used oil, as defined in this section, which is subject to Department approval prior to the receipt, storage or processing at a Class D recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, but is not limited to, the following:
 - i. Used lubricant oil;
 - ii. Used coolant oil (non-contact heat transfer fluids);
 - iii. Used emulsion oil; and
 - iv. Any other synthetic oil or oil refined from crude oil, which has been used, and as a result of such use is contaminated by physical or chemical impurities;
2. Batteries;
3. Pesticides;
4. Thermostats;
5. Latex paint;
6. Oil-base finishes;
7. Antifreeze;

8. Lamps;
9. Mercury-containing devices; and
10. Consumer electronics.

Class D Recyclable Materials Consolidation Site: The area, including all on-site property, used for managing Class D Recyclable Materials after receipt of same from generators or and prior to transport to another consolidation site located in New Jersey, a designated facility (recycling, reclamation or disposal facility), or a foreign destination.

Class D Recyclable Materials Collection Pilot Project: A program in the State of New Jersey to provide a relaxed set of management requirements for certain widely generated wastes in an attempt to foster proper management and recycling of these wastes (see the definition of Class D Recyclable Materials).

Collection: The aggregation of waste materials from the place at which they are generated and includes all activities up to the time the UCE are delivered to the Primary Processing Facility.

Collection Facility: Location or facility at which waste materials are collected or consolidated for less than 24 hours prior to transport to the primary processing facility.

Commodity: Anything that is useful or can be turned into commercial advantage. An article of trade or commerce that can be transported.

Composite Metals: Miscellaneous metals embedded with circuit boards and plastic that require further processing.

CRT Glass Manufacturing Facility: Means a facility or part of a facility that uses a furnace to manufacture CRT glass.

CRT Processing: Means conducting all of the following activities: (1) Receiving broken or intact CRTs; (2) Intentionally breaking intact CRTs or further breaking or separating broken CRTs; (3) Sorting or otherwise managing glass removed from CRT monitors; and (4) Cleaning coatings off the glass removed from CRTs.

Demanufacture: The process of dismantling end-of-life products to recover the valuable components and separate the other components into waste streams for proper management.

End-of-Life: Obsolete for intended purpose; no longer useful or needed for designated function.

End Market Facility: A facility, including any scrap metal facility or smelter, which accepts and/or processes UCE products and components and/or other materials from UCE Processing Facilities in accordance with this Contract for reuse in original form or as a feedstock in a new product or process.

Event Collection Site: Sites at which, for one, two or more days (usually includes weekends), waste materials are collected, consolidated, and prepared for transportation to a primary processing facility.

Facility: The collection, end market, processing, storage, or waste management facility.

Feedstock: Material supplied to a process, machine or processing facility.

Generation: The act or process of producing waste.

Generator: Any entity, whether it is a person or a business, that generates waste.

High grade circuit boards: Circuit boards that contain greater than 10 ounces of gold per ton; e.g., mainframe boards with gold fingers, gold pin boards.

Household Hazardous Waste Collection Event: An event held semi-annually at differing sites during which Morris County residential household hazardous waste generators may deliver their waste.

Low grade circuit boards: Circuit boards that contain 0.5 to 4.999 ounces of gold per ton; e.g., monitor boards, power supply boards.

Medium grade circuit boards: Circuit boards that contain 5 to 10 ounces of gold per ton; e.g., PC mother boards, PC boards with gold fingers.

OEM: Original Equipment Manufacturer.

Packaging: A container and any appurtenant material that provides a means of transporting, marketing, protecting, or handling an item. Packaging includes pallets, boxes and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.

Primary Processing Facility: The facility to which the waste materials managed under this Contract are initially delivered for processing.

Printed circuit boards: Circuit boards in which a configuration of electrical circuits has been printed or plated onto the boards.

Processing: The treatment of waste after collection and before disposal. Processing includes but is not limited to demanufacturing, disassembling, refurbishing, reduction, storage, separation, resource recovery, sintering, smelting, and physical, chemical, or biological modification.

Processing Facility: A Facility where waste materials are processed to capture usable electronic products and components and other materials (ICs, wire, base and precious metals, plastics, glass, etc.) and remove any hazardous components and constituents. Captured products,

components, materials, and hazardous and nonhazardous wastes generated from processing waste materials are sent off-site to end market or waste management facilities.

Processing Residuals: Materials and waste resulting from the processing of waste materials; e.g., disk drives, scrap metal, printed circuit boards, plastics, wire, glass and batteries from the disassembly of waste materials.

Reclamation: The processing or regeneration of a waste to recover a usable product; e.g., the recovery of integrated circuit chips and copper from waste printed circuit boards.

Recoverable Value: Money or other consideration received from marketing of electronic items, components, processing residuals, commodities, materials, and/or wastes recovered from the processing of waste materials under this Contract.

Recycling: The reclamation, reuse, or use of a waste material.

Recycling Facility: A Facility where waste materials are recycled into feedstock for new materials.

Resource Recovery: The reclamation for sale, use, or reuse of materials, substances, energy, or other products contained within or derived from waste.

Reuse: Employing a waste as an ingredient in a process to make a product or as an effective substitute for a commercial product, provided that distinct components of the waste are not recovered as end products; e.g., subjecting discarded computers to a quality-check and refurbishing process to create usable, marketable computers.

Smelter: A facility where metal containing ores and/or secondary materials are heat treated to separate and recover the metallic constituents.

Storage Facility: A facility where waste materials are accepted in accordance with this Contract and stored without processing for greater than 24 hours.

Surcharge Fees: Those fees that shall apply should the Vendor fail to perform a pickup of UCE within seven (7) business days of said request from the MCMUA. If the Vendor fails to pick up the UCE from Site 1 within seven (7) business days, ten percent (10%) of the final invoice price of the Vendor shall be deducted for each 24-hour period within which the Vendor fails to complete said request

Transportation: The movement of cargo by air, rail, highway, or water.

Transporter: A person engaged in the off-site transportation of waste materials managed in accordance with this Contract.

Transport vehicle: A motor vehicle, water craft, or rail car used for the transportation of cargo by any mode. Each cargo-carrying body, such as a trailer or railroad freight car, is a separate transport vehicle.

UCE Collection Event: An event held semi-annually at differing sites during which Morris County residential and CESQ UCE generators may deliver their waste.

Universal Waste Rule: Streamlined federal hazardous waste management regulations (40 CFR 273) that govern the collection and management of certain widely generated wastes identified as universal wastes. Universal wastes are any of the following hazardous wastes: (a) batteries as described in 40 CFR 273.2; (b) pesticides as described in 40 CFR 273.3; (c) thermostats as described in 40 CFR 273.4; and (d) lamps as described in 40 CFR 273.5 (effective January 6, 2000). The State of New Jersey may eventually adopt this rule as amended to include some or all of the New Jersey special hazardous wastes and special hazardous waste management provisions.

Universal Wastes: Means any of the following hazardous wastes that are managed under the universal waste requirements of N.J.A.C. 7:26A-7, whether incorporated prospectively by reference from 40 CFR Part 273 or listed additionally by the Department: Batteries; Pesticides; Thermostats; Lamps; Mercury-containing devices; Oil-based finishes; and Consumer Electronics.

Used Consumer Electronics (“UCE”): Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. These devices are environmentally hazardous due to the toxic metals or other materials present in the solders, coatings, glass and other substances they contain; e.g., computers, analytical instruments, communications equipment, calculators, telephones, television sets, stereo equipment and digital clocks.

Waste: Any solid, liquid, semi-solid, or gaseous material, resulting from industrial, commercial, mining, or agricultural operations, or from community activities, and which:

1. is discarded or is accumulated, stored, or physically, chemically, or biologically treated prior to being discarded; or
2. is recycled or is accumulated, stored, or treated prior to being recycled; or
3. is a spent material or byproduct.

Waste Management: Activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.

Waste Management Facility: A facility which accepts, processes, and/or acts as a final repository for wastes accepted from processing facilities in accordance with this Contract. Deep injection wells are considered unacceptable as waste management facilities under this Contract.

Waste Materials: UCE, including but not limited to computers, computer peripherals (monitors, printers, disk drives, etc.), laboratory analytical instruments, communications equipment, calculators, television sets, stereo equipment, telephones and digital clocks.

III. General Requirements

1. The Vendor must provide for the pickup, packaging, labeling, paperwork, transportation, processing, and the recycling or disposal of Morris County residential and commercial UCE. At individual UCE Collection Events, Vendor shall also be responsible for unloading UCE from participants' vehicles in a timely manner.

2. The Vendor shall propose one **primary** UCE Processing Facility, up to four (4) transporters, and all other Collection, Processing, End Market or Waste Management Facilities that it will use to complete the requirements of the proposal. These facilities and transporter(s) include the Vendor if the Vendor is a transporter or facility. The Contractor shall be required to use authorized facilities and transporter(s) to complete the requirements contained in the contract resulting from this proposal.

3. Proposed UCE Processing Facilities must be licensed New Jersey Class D Recycling Facilities if located in the State of New Jersey or must demonstrate similar regulatory licensing and financial assurance for non-New Jersey facilities.

IV. Processing, Recycling and Disposal Facilities, and End Markets

1. The Contractor will receive and process UCE including, but not limited to, a mixture of used consumer electronics containing circuit boards, stereos, televisions, video cassette recorders, digital clocks, DVD players, telephones, cell phones, printers, scanners, fax machines, computers, monitors, pagers, pocket personal computers, personal digital assistants, MP3 players, computer peripherals, and computer parts and accessories, including keyboards and mice.

2. The Contractor must take adequate measures from the time the UCE leaves the possession of the MCMUA until the time the components are reused, recycled or disposed as waste, to ensure that no hazardous constituents are released, and shall execute plans for recovery of releases, should a release occur.

3. The MCMUA requires that as much UCE and as much of the processing residuals as possible be processed for reuse or recycling.

4. Contractor and subcontractor(s) must have a minimum of two (2) years' experience in managing the UCE and residual materials that they propose to manage under this contract. Business history is an important part of the RFQ evaluation. If Contractor is not the primary processing facility, the primary processing facility shall have a minimum of two years' experience in managing the waste materials and residuals proposed to be managed under this Contract.

5. Containers: Should containers be provided to the MCMUA, all containers must be suitable for storage and shipment and must meet New Jersey and Federal Department of Transportation (DOT) standards for transporting the material or waste being transported. Prices

for containers and supplies shall be included in the Contractor's unit price per pound in the Contractor's Price Proposal.

6. Shipping Documents and Labels: The Contractor shall provide and complete all shipping documents and labels for shipping and storage that are required by law.

7. For every facility to which such wastes may be transported, the Vendor must supply documentation evidencing that the facility is properly permitted to handle RCRA and/or TSCA listed hazardous waste. This shall include copies of all relevant Federal and State permits. This requirement shall not apply to facilities that accept only recyclable materials since such facilities are exempt from RCRA and TSCA permitting standards. However, where applicable, the Vendor shall supply any permits issued for operation of these facilities by the relevant state environmental regulatory agency.

8. For every facility identified, the Vendor must provide a contact name, address, and telephone number for the person(s) within the state permitting and compliance departments that are involved in regulation of the facility.

9. The Vendor must provide the MCMUA with a copy of any enforcement, "warning letters, notice of probable violation," or other warning document(s) received by the Vendor within the contract period from any Federal, State, County, or Local entities. These documents are to be faxed within ten (10) days of receipt to the MCMUA, attn.: Laura Macpherson, Hazardous Waste Coordinator, (973) 285-8397. Failure to forward the aforementioned documentation will be considered a breach of contract.

10. All facilities and parties handling the waste material must be licensed, permitted or otherwise approved by the appropriate regulatory authority.

11. All UCE and residuals managed under this Contract will be restricted in international markets as follows:

- a) All waste materials, including processing residuals, shall be processed, used, reused, reclaimed or disposed of **only** in Canada, Mexico or the United States.
- b) UCE and components in working, usable order may be marketed internationally as commodities or whole units for reuse.
- c) UCE and components not in working, usable order and processing residuals shall be processed, used, reused, reclaimed or disposed of only in Canada, Mexico or the United States.

12. The MCMUA reserves the right, solely at the MCMUA's discretion, after the award of this Contract, to allow the management of waste materials, components and/or residuals outside of Mexico, Canada, or the United States. This allowance for the use, processing, reuse, reclamation, or disposal of waste materials overseas will only be made if the MCMUA can at

reasonable cost assure itself of proper environmental management and limited environmental risk to the MCMUA and Morris County residential and commercial generators of UCE. Such overseas waste management shall be by approval of specific subcontractors and specific overseas locations and **must be approved in writing by the MCMUA** prior to management of the waste materials overseas. There will be no exceptions to this qualification.

13. Reusable equipment may be sold overseas as commodities only under the following circumstances: for reuse, not for recycling, after either the Contract user of the equipment or the Vendor has scrubbed the hard drive of the CPU, checked and removed all CDs and disks, and removed all external property tags. For all reusable CPUs, the Vendor will scrub the hard drive of the computer, check for and remove all CDs and disks, and remove all external property tags unless the Contract user informs the Contractor that the Contract user has already done so. A Contract user may refuse to have reusable equipment shipped overseas by so informing the Vendor. There will be no exceptions to this qualification.

14. It is still the overall intent of the parties to the Contract that as much of the material be reused, recycled or processed domestically as possible. If, in the future, it is determined that the sale or movement of the reusable equipment approved for shipment overseas is life threatening, causes damage to public health or safety or the environment, is an environmental hazard or if the method involved is inappropriate, the MCMUA will reconsider the above approved sale or movement of some or all of the reusable equipment being allowed to be sent overseas.

15. Approval of end markets shall be based on proof of required regulatory permits and environmental protection compliance records for the regulatory agency(ies) within the jurisdiction where the processing/recycling facility is located, and/or based on investigations by the MCMUA and/or State of New Jersey officials or out-of-state officials. The MCMUA may also conduct environmental protection compliance audits at end market or disposal facilities.

16. Proof of end market agreements, including refineries (not broker agreements) shall be provided with this quotation. Such documentation may be in the form of purchase orders, letters of agreements/contracts on subcontractor letterhead, or copies of agreements/contracts indicating scope of agreement, dates and signatures, and shall include the following:

- A. Identification of the principals participating in the contract, including companies and/or individuals involved in the following:
 - 1. - Hauling or transporting of the recyclable materials
 - Collecting, sorting, and/or separating the recyclable materials
 - Processing the recyclable materials into raw materials or components that can be recycled

- B. The identification of these firms and/or individuals shall include the following:
 - 1. - Name of firm and/or individual

- Address, telephone number, fax number
- Identification of officers, directors, and principals owning 25% or more of the firm and the name of any officer, director or agent
- Statement regarding the extent to which the participants in the contract include either New Jersey-based businesses or businesses with a New Jersey presence

Failure to submit proofs of all end market agreements, as outlined above, with this Quotation shall disqualify a Vendor from entering into a contract with the MCMUA for the Marketing of Class D Recyclable Materials (UCE).

17. The MCMUA shall be notified in writing of any proposed changes to original processing, recycling or disposal subcontractors, or end markets. The MCMUA retains sole discretion to accept and approve such requests when deemed to be in the MCMUA's best interest. No changes shall be binding upon the MCMUA unless evidenced by a written notice issued by the contract administrator.

18. If any of the UCE is exported or brokered for export, the Vendor shall identify all end markets to which such equipment is exported or brokered. The Vendor shall also provide proof that it meets all notice and consent procedures specified under international laws and bilateral agreements with the end market's country.

V. Documentation

1. The Vendor shall supply all appropriate DOT containers, labels, stretch wrap, pallets, packaging, and shipping documents used for transportation, shipping and storage of the UCE, as required by law and/or the MCMUA. The Vendor shall complete any shipping documents associated with same.

2. The Vendor must provide the MCMUA with signed original Certificates of Demanufacturing, Recycling and Disposal for all items shipped off-site from both Sites 1 and 2.

VI. Certificates of Recycling

1. Certificates of Recycling that document and attest to the demanufacturing, recycling, disposal, conversion, and/or destruction of all UCE and associated processing residuals accepted and managed under the terms of this contract must be provided to the MCMUA either prior to, or together with, all invoices that are submitted to the MCMUA.

2. The Certificates shall also contain the name of the contract user, name and address of the processing facility, date of processing, identification of the waste material, management/processing technique utilized, unique identification number from shipping papers, and unique identification number from associated invoice. The Certificates shall trace the UCE from the contract user to the final Processing or Waste Management Facility.

3. Certificates for waste materials containing PCBs shall also conform to requirements of 40 CFR 761.218.

4. Receipt of Certificates by the MCMUA is mandatory before payment of invoices will be approved in this contract.

VII. Site Supervision

1. Vendor shall repair any and all damage or injury to any part or portion of the buildings, roadways and parking areas, equipment, site improvements, facilities, devices and vehicles, caused by Vendor, its agents, servants and employees.

2. Vendor shall maintain the buildings, roadways, parking areas, and all essential systems in good working order and free of litter and debris and it shall surrender the buildings, roadways, parking areas, and all essential systems at the end of each pickup of UCE or individual collection event, during the term of the Contract, in a broom-clean condition, reasonable wear and tear excepted.

3. Vendor shall provide unrestricted access to all portions of Sites 1 and 2 during each pickup of UCE (and/or individual collection event, as the case may be) to representatives of the MCMUA at all times, provided, however, that such representatives of the MCMUA shall obey all safety precautions established by Vendor and shall not reasonably interfere with the performance by Vendor of its obligations as contained herein.

4. Operating procedures shall be established by Vendor to prevent and control fires and to minimize litter and odors during loading, transportation, and off-loading of the UCE.

VIII. Transportation

1. Vendor shall provide for transportation of all UCE (hazardous and/or non-hazardous) collected at Sites 1 and 2 to the MCMUA-approved demanufacturing, recycling and/or disposal facilities identified for use. The Vendor shall provide all labor, materials, packaging, and equipment necessary to transport the wastes. At Site 1, The method of transportation must ensure that the UCE is picked up by the Contractor, or its approved subcontractor, within five (5) days of a request by the MCMUA for a pickup. At Site 2, the Vendor shall provide sufficient labor and materials to unload four vehicles simultaneously. After loading of the vehicle(s) by Vendor's personnel, the Vendor shall be required to secure the materials for transport.

2. All vehicles used by the Vendor to transport the UCE shall be properly registered and have all necessary permits required by each State through which the vehicle must travel to reach the disposal facility. The Vendor shall also demonstrate that the transporter(s) is in compliance with the U.S. Department of Transportation Rules and Regulations regarding handling and transportation of hazardous materials. The MCMUA reserves the right to reject the bid of and/or terminate the contract with a Vendor if the transporter has been cited for substantial or repetitive violations of laws concerning permits, transportation or operations.

3. Transporters of State-listed universal wastes shall comply with the Federal requirements for Federally listed universal wastes in 40 C.F.R. Part 273, Subpart D, Standards for Universal Waste Transporters, at 40 C.F.R. 273.50 through 273.45 and 40 C.F.R. Part 273 Subpart F, Import Requirements, at 40 C.F.R. 273.70. Universal waste consumer electronics devices shall be clearly labeled or marked clearly, individually or by closed container with the following phrase: "Universal Waste - Consumer Electronics".

IX. Accident/Spill Plan(s)

1. The Vendor shall supply a copy of an accident/spill preparedness, prevention and contingency plan so the MCMUA and Morris County Office of Risk Management can act accordingly should an accident occur. In addition, the Vendor shall provide a written description of a safety and contingency plan in case highly reactive materials are delivered to the program.

X. Insurance Requirements

1. The Vendor must furnish, attached to the Certificate of Insurance on its agent's/broker's letterhead, a letter signed by a properly authorized representative of its insurer, agent, or broker which includes the following language:

To the County of Morris: We have reviewed the insurance requirements in your Contract Documents for the Marketing of Class D Materials (Used Consumer Electronics), in response to which the attached insurance certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all of these requirements, and should our client be awarded the contract for Marketing of Class D Materials (Used Consumer Electronics), we shall also provide to the County of Morris, the required endorsements for additional insured, site specific limits of liability, and general aggregate limit, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Vendor).

A. Protection of Persons and Property

Vendor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

B. Insurance

The Vendor and all Subcontractors and/or Transporters, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Morris. Each Certificate or policy shall require that thirty days' notice thereof shall be given to the

MCMUA and the Purchasing Agent of the County of Morris, by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Vendor and identify the contract and project number, if applicable. Certificates of Insurance shall be delivered to the MCMUA and the Purchasing Agent of the County of Morris prior to the commencement of the project. All Certificates of Insurance shall state that the "Morris County Municipal Utilities Authority and the County of Morris are additional insureds" for this contract.

C. Workers' Compensation and Employer's Liability Insurance

Vendor shall provide proof of Workers' Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Vendor shall require the Subcontractor and/or Transporter similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's Workers' Compensation Insurance.

Employer's liability insurance limits shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

D. General Liability Insurance

The Vendor and all Subcontractors and/or Transporters shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Vendor and his subcontractor(s), respectively, against damage claims which may arise from operations under this Contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Vendor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

E. Automobile Liability

The Vendor and all Subcontractors and/or Transporters shall provide Automobile Liability Insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverage:

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles.

F. Pollution Legal Liability

The Vendor and all Subcontractors and/or Transporters **must** provide Pollution Legal Liability Insurance, comprehensive coverage of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. This insurance must be maintained during the life of this contract. The Contractor's Pollution Legal Liability policy shall, at a minimum, provide coverage for losses caused by sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage from the operations of the Contractor. Coverage shall include:

- (1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- (2) Property damage including physical injury or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- (3) Defense costs, including charges and expenses incurred in the investigation, adjustment or defense of claims for compensatory damages.

G. Additional Insurance Requirements

All policies and certificates of insurance shall be approved by the County of Morris, Division of Risk Management, prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Morris, including its agents and agencies, it being the intention of the parties that

the insurance policies so effected shall protect the parties and provide primary coverage for any and all losses covered by the above-described insurance.

- The insurance companies issuing the policy or policies shall have no recourse against the County of Morris, including its agents and agencies as aforesaid, for payment of any premiums or for assessments under any form of policy
- The Vendor shall assume all responsibility for loss or damage to Vendor's materials, equipment and machinery involved under the Contract.
- The Vendor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All certificates of insurance shall state that the Morris County Municipal Utilities Authority and the County of Morris are carried as "additional insureds" for the purposes of the contract.

XI. Indemnification

1. The Contractor/vendor shall indemnify and hold harmless the County of Morris, the MCMUA, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor/vendor's work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

2. In any and all claims against the County of Morris, the MCMUA, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits, payable by or for the Contractor/vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3. This indemnification applies not only to environmental liability but also for any and all injuries or damage resulting from the operation of the program and participation by Morris County Participants.

XII. Labor-Employment-Wage Hours and Discrimination

1. The Vendor shall familiarize himself and comply with all federal, state and municipal laws, by-laws, ordinances and other regulations which in any manner affect those engaged or employed in the work, the materials or equipment to be used or that in any way affect the conduct of the work or the equipment and/or materials to be furnished. No pleas of misunderstanding will be considered on account of ignorance thereof.

XIII. Social Security Act

1. The Vendor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contribution or taxes for Social Security; Unemployment Insurance, or old age Retirement Benefits, Pensions or Annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Vendor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Vendor also agrees to indemnify and save harmless the County of Morris and MCMUA from any such contributions or taxes or liability thereof.

XIV. Non-Performance

1. If the Contractor refuses or fails, except in cases for which extension of time is provided by the MCMUA Representative in writing, to furnish goods or services in accordance with the requirements of the Contract Documents, then the MCMUA may, without prejudice to any right or remedy, purchase such goods or services on the open market.

2. If the cost of the goods or services purchased from other sources on the open market exceeds the cost of such goods or services under this Contract, the Contractor, at the MCMUA's option, shall pay the difference to the MCMUA.

3. If work is delayed for any reason caused by the Contractor due to, for instance, the unpreparedness or failure of the Contractor to have the proper equipment in order to complete the work task in a timely manner, or for any other reason, the MCMUA shall not be responsible for the extra costs incurred by the Contractor. Contractor will be responsible for damages incurred by the MCMUA as a result of the delay.

XV. Termination Procedures

1. Termination by MCMUA for Default:

The MCMUA may terminate the contract upon 48-hour written notice to the Vendor by certified mail, return receipt requested, and his surety whenever the Vendor is deemed to be in default or fails to fulfill, in a timely and proper manner, the contract obligations or is in violation of any provisions or covenants of the contract.

For purposes of this paragraph, by way of illustration, but not by way of limitation, the Vendor may be deemed to be in default upon the occurrence of any one or more of the following events:

1. If Vendor is bankrupt or insolvent;
2. If Vendor makes a general assignment for the benefit of creditors;
3. If a trustee or receiver is appointed for Vendor or for any of Vendor's property;
4. If Vendor files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy chapter or law;
5. If Vendor repeatedly fails to make prompt payments to sub-contractors or others for labor, materials or equipment;
6. If Vendor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7. If Vendor disregards the authority of MCMUA's representative;
8. If Vendor violates in any substantial way the provisions of the contract documents by failing, neglecting or refusing to proceed according to and in full compliance with the provisions and covenants of the contract documents;
9. If Vendor willfully misrepresents any information contained in this Quotation, or fails to inform the MCMUA of any changes to information contained in this Quotation;
10. If Vendor fails to comply with applicable statutes, laws and regulations; and
11. If Vendor endangers public health, safety or the environment.

After termination of Vendor for default, the MCMUA may exclude the Vendor from the site and take possession of the work and all of the Vendor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Vendor. The MCMUA may incorporate in the work all materials and equipment stored at the site or for which the MCMUA has paid the Vendor, but which are stored elsewhere. In such case, the Vendor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price exceeds the direct and indirect cost of the completed work, including compensation for additional professional service, such excess

shall be paid to the Vendor. If such costs exceed such unpaid balance, the Vendor shall pay the difference to the MCMUA.

Where the Vendor services have been so terminated by the MCMUA, the termination shall not affect any rights of the MCMUA against the Vendor then existing or which may thereafter accrue. Any retention or payment of monies due the Vendor by the MCMUA will not release the Vendor from liability.

XVI. Auditing and Authorization of Transporters and Facilities

Upon award of Contract, or during the initial term or any extension of the contract, the MCMUA reserves the right to request that the contractor provide additional information for any facility or transporter. This information may include:

1. Financial information on facility or transporter. This shall include audited financial statements including auditor's opinion, or tax statements for the last four years, or SEC 10k report, or other financial information required by the MCMUA.
2. Reports of all inspections in past three years conducted by local, state or environmental agencies or EPA.
3. Data on the site monitoring network, such as monitoring wells, soil monitoring, etc.
4. A periodic review of facility or transporter may be requested by the MCMUA. The Contractor shall provide the information requested below.
 - (A) Copies of inspection reports for all inspections conducted by federal, state or local authorities;
 - (B) A summary of each facility's compliance record;
 - (C) Verification that no uncorrected releases have occurred at the facility;
 - (D) Verification of proper management of any residuals generated from facility processes; and
 - (E) A description of any change in the capabilities of the facility.

The MCMUA reserves the right to visit the Vendor, and/or any facility or transporter, at any time, without prior notification to the Vendor, facility or transporter.

XVII. Payments to Vendor

1. The payment will be based on the Total Bid Price identified in Table Q-1.
2. Invoices for work performed by Vendor shall be submitted to the MCMUA following the provision of services. The MCMUA shall pay the Vendor, after executing a voucher, for such work within seven (7) days following authorization by the MCMUA Board of Directors at its next regular meeting.
3. Weights of waste materials shall be obtained on a scale, approved by the State of New Jersey, Division of Weights and Measures (or an equivalent State agency if the scale is located in another state), meeting all specifications, tolerances, and technical requirements as required by State law. The scale shall be inspected annually and documentation of the inspection shall be presented to the MCMUA upon request.
4. At Site 1, weights for all materials shall be obtained at the time of pickup by utilizing an outdoor scale located on the site of the Mount Olive Transfer Station. At Site 2, weights for all materials shall be obtained at the time of pickup by utilizing an outdoor scale located on the site of the Parsippany Transfer Station, or at another scale pre-approved as being acceptable to the MCMUA. Prices shall be calculated based upon a flat fee per pound of UCE as provided by Vendor on attached Table Q-1.
5. A representative of the MCMUA shall be present to execute shipping documents evidencing the materials transported to the demanufacturing/recycling facility. Vendor shall coordinate all work activities, including the submission of invoices and statement documentation, with Laura Macpherson, Hazardous Waste Coordinator, MCMUA, P.O. Box 370, 300 Mendham Road, Mendham, New Jersey 07945-0370. Ownership of, title to and responsibility for the UCE generated by the County of Morris shall be transferred to the Vendor upon delivery to the demanufacturing/recycling facility. Handlers of universal waste must certify that the waste has been handled in accordance with N.J.A.C. 7:26A-7, et seq.
6. The Vendor shall submit to the MCMUA a signed and dated statement itemizing all materials received by it from the MCMUA. The invoices shall contain the name of the Contract user, name and address of the processing facility, date of processing, identification of the waste material, management/processing technique utilized, the weight of waste materials, unique identification number from shipping papers, and unique identification number from the associated invoice.
7. All invoices shall have original Certificates of Recycling from the appropriate recycling facility accompanying them (see Section VI, Certificates of Recycling).

XVIII. Disposal Warranty

Vendor represents and warrants to MCMUA that:

1. Vendor understands the risks presented to persons, property, and the environment in the handling, storage, treatment, and disposal of waste materials to be managed pursuant to this Contract;
2. Vendor is qualified to perform the services hereunder and will do so in a safe and workmanlike manner and in compliance with all governmental laws, regulations, and orders; and
3. Vendor and any subcontractors employed by Vendor possess and will maintain for the life of this Contract all permits, licenses, certificates, insurance, and approvals necessary for the processing and recycling and/or disposal of waste materials and by-products.
4. If, at the time of RCRA quality control testing, the waste does not conform to approved waste stream(s), no additional fees for processing, recycling and/or disposal shall be charged by Vendor, and the material will not be rejected by Vendor; instead, Vendor shall take possession of the waste, and Vendor shall be responsible for any costs incurred due to rejection of material, including analysis, transportation, repackaging and disposal. The MCMUA shall not be responsible for the repackaging, labeling, transportation, treatment, storage, processing, recycling and/or disposal of any items not conforming to the approved waste streams.

XIX. General Liability

When waste materials are processed by the Vendor, and/or its subcontractors, the MCMUA shall not be liable for hazardous or contaminant releases occurring during or after processing or for hazardous or contaminant releases of non-recovered mercury or other residues on processed waste materials or by-products.

When waste materials are further processed and/or recycled by the Contractor's subcontractors, the MCMUA shall not be liable for hazardous or contaminant releases of non-recovered residues on processed by-products.

XX. Compliance Requirements

The Vendor and its subcontractors shall comply with all Federal, State and Local laws, rules and regulations in implementing the terms of the Contract.

The Vendor and its subcontractors shall maintain during the term of this Contract and any subsequent extensions, all licenses, permits, authorizations and insurance documents required by Federal, State, County and Municipal governments, to fulfill the requirements of the Contract.

XXII. Permitting, Approvals and Qualifications

1. Submittals:

- A. Vendor shall provide three (3) referral projects similar in scope to the within project as proposed by the MCMUA and shall give a description of services provided, detailed costs for said services, dates the services were provided, contact person at the site, and reference telephone number.
- B. Vendor shall provide a list of all subcontractors and transporters to be used during the scope of services to be provided to the MCMUA, including subcontractors' and/or transporters' role(s), company name, contact person, address, telephone and fax numbers, years in business, and nature of business and all appropriate licenses and permit numbers.
- C. Vendor shall provide a list of the Primary, Secondary and Emergency Facilities for demanufacturing, recycling and disposal to which the UCE will be transported during the term of this contract, as more fully defined on page 10.
- D. Vendor shall provide proof of all End Market Facilities agreements (not broker agreements), as more fully defined on Page 10 of this RFQ.
- E. Vendor shall provide a QA/QC plan for any Facility or landfill to be used by Vendor during the provision of services to the MCMUA as outlined herein.
- F. Vendor shall provide a list of all permit numbers, license identification numbers, including any granted by the EPA and/or any state, at the time of submission of this proposal. Vendor shall identify all appropriate state and federal contact people along with telephone numbers.
- G. Vendor shall provide a written, detailed description of the demanufacturing, treatment, processing, recycling, disposal, and/or destruction process(es) utilized by it or any other Facility used by Vendor during the scope of the services outlined herein.

Table Q-1

NOTE: Prices should be filled in for all of the items listed below (even if quoted price is \$0.00 or less), and this Price Proposal shall be signed and dated by an appropriate representative of the company identified below. Prices shall be valid for a period of three years from the date of this quotation.

YOUR NAME: _____

COMPANY: _____

ADDRESS: _____

TELE. NUMBER: _____

FAX NUMBER: _____

EPA I.D. NUMBER: _____

<u>Material</u>	<u>Price Proposal (\$/lb.)</u>	<u>Est. Ann'l. Quantity</u>
A mixture of used consumer electronics, including stereos, televisions, telephones, cell phones, printers, digital clocks, scanners, fax machines, computers, monitors, pagers, pocket personal computers, personal digital assistants, MP3 players, video cassette recorders, DVD players, computer peripherals, and computer parts and other miscellaneous accessories, including keyboards and mice	_____	90,000 lbs.

DATE: _____

SIGNATURE: _____

QUESTIONNAIRE

1. What does Vendor do with the electronic equipment it receives?
2. Does Vendor refurbish the equipment and sell it to another user?
3. Does Vendor dismantle the equipment and sell the disk drives, memory chips, and other components?
4. Does Vendor send materials to a metals reclamation plant or a smelter?
5. Does Vendor process the plastic, metal, and glass for shipment to other companies that use the materials to produce recycled products?
6. How much of the equipment, and which equipment specifically, does Vendor send to disposal (landfill or incinerator)?
7. If some material is sent to disposal, who is responsible for paying related transportation and disposal costs?
8. If equipment is donated, does the organization provide Vendor with documentation of Vendor's donation, so that Vendor may apply it toward its federal tax return?
9. Does the Vendor or Vendor's transporters have the necessary state and local permits or otherwise meets the relevant state and federal requirements for transporting and handling hazardous materials and end-of-life electronic equipment?
10. Can Vendor provide to private businesses a complete inventory of the equipment they are sending to Vendor to be recycled, including property tags?
11. Does Vendor provide a certificate of recycling/reclamation that indicates how much material was received and how it was processed? (This information is important for tax records and to contest any future liability claims.)
12. Does Vendor and/or its subcontractors have a documented hazardous waste disposal plan? Please attach a copy of same.
13. Does Vendor offer data security?
14. Does Vendor offer environmental liability protection?
15. Does Vendor export, or broker for export, used electronic equipment?
16. If Vendor does export, or broker for export, used electronic equipment, Vendor may need to comply with applicable international laws and agreements on the export of hazardous substances. Equipment that is sent to foreign countries to be reused for its original purpose is subject to less stringent standards than scrap materials. If Vendor plans to export materials, has Vendor met all notice and consent procedures specified under international laws and bilateral agreements?

CHECKLIST

HAVE YOU:

- Provided three (3) referral projects similar in scope to MCMUA's project and given a description of services provided, dates the services were provided, detailed costs for said services, contact person at the site, and contact telephone number?
- Provided a list of all subcontractors and/or transporters to be used during the scope of services to be provided by Vendor to the MCMUA, including company name(s), contact person(s), address(es), telephone and fax number(s), years in business, and nature of business and all appropriate licenses and permit numbers?
- Provided a list of the Primary, Secondary and Emergency Recycling and/or Disposal Facilities for the demanufacturing, recycling and disposal of the UCE that will be used by Vendor during the term of this contract (see Page 10 of the RFQ)?
- Provided a list of all End Markets currently used, or to be used in the future, by Vendor (see Page 10 of the RFQ)?
- Provided a QA/QC plan for it or any Facility or landfill to be used by Vendor during the provision of services to the MCMUA as outlined herein?
- Provided a list of all permit numbers, license identification numbers, including any granted by the EPA and/or any state, for **all facilities** to be utilized by the Vendor, at the time of submission of this proposal? Vendor shall identify all appropriate state and federal contact people along with telephone numbers?
- Provided a written, detailed description of the demanufacturing, treatment, processing, recycling, disposal, and/or destruction process(es) utilized by it or any other Facility used by Vendor during the scope of the services outlined herein.

- Filled in and signed Table Q-1?
- Completed the Questionnaire on Page 25 and attached it to this RFQ?
- Mailed, faxed or delivered in person a signed RFQ to the correct address (see Page 4 of the RFQ)?