

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
DEPARTMENT OF SOLID WASTE**

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**AND CONTRACT
FOR ELECTRONICS RECYCLING SERVICES**

May 2015

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FOR ELECTRONICS RECYCLING SERVICES**

This is a request for qualifications and competitive proposals to provide services necessary to facilitate the recycling of “covered electronic devices” (“CED”s). CEDs are defined at N.J.S.A. 13:1E-99.95; they include, but are not limited to, televisions, computers, monitors and portable/laptop computers. Submissions will be evaluated on a variety of elements including, but not limited to, cost, experience, environmental compliance, methodology, personnel, qualifications, and resources.

I. INTRODUCTION AND BACKGROUND

Burlington County has provided residential consumer electronics recycling since 1998, at no direct cost to County residents. The program includes a permanent electronics dropoff located at the County’s Resource Recovery Complex (the “Complex”), 22000 Columbus Road, Mansfield, New Jersey, 08022, and one-day collection events held several times a year at different locations throughout the County. In 2014, the program collected over 240 tons of electronics of which approximately 190 tons were CEDs.

In addition to CEDs, the County also accepts related electronic equipment, including faxes, copiers, printers, scanners, VCRs, DVD and MP3 players. Companies that store, demanufacture or recycle any significant quantity of electronic equipment in New Jersey must register with or obtain permits from the New Jersey Department of Environmental Protection (“DEP”) and follow appropriate rules and regulations.

DEP’s Recycling Rules, found at N.J.A.C. 7:26A-13.1 et seq., will apply to services to be provided pursuant to this RFQ/P.

Manufacturers offering CEDs for sale in New Jersey are required to develop a collection system that will offer retail consumers, including small businesses, free and convenient recycling opportunities. A number of these manufacturers have developed working relationships with electronic recycling companies to comply with the mandates of the Act. It

is the County's intent to qualify and contract with an electronic waste recycling company to support the County's electronics recycling program at no cost to the County; and, where possible, to receive revenue from the recycling of those electronic waste components that may have value.

Current County-Sponsored Programs

The County offers two types of electronic recycling programs, a permanent dropoff program and one-day collection events.

Permanent Drop-off Program

The permanent dropoff at the Complex consists of two ground-level walk-in, enclosed, storage containers, provided by the County's current electronic waste recycler (the "current vendor"). One container is used for computers and related computer equipment, as well as for small televisions ("TVs"). The second container is used for large TVs. The current vendor is contracted to provide service to the County through July 31, 2015. The current vendor off-loads the contents of the containers into his vehicles on an "on call" basis.

One-Day Collection Events

One-day events are typically held for five hours on a Saturday or Sunday; draw 1,000 to 2,000 participants and yield an average of 25,000 lbs. of electronic waste as defined in Section 2.1.

The County intends to hold a minimum of 6 one-day events: three during the fall of 2015, and three between February and May of 2016. These events will be held at the County's Resource Recovery Complex, 22000 Columbus Road, in Mansfield, NJ. **These locations may be subject to change.** The County reserves the right to designate other locations within Burlington County for these events.

There will also be one collection event held in June of 2016 at Smithville Park, Smithville Road, Eastampton, NJ. The staging area for collecting the electronics for this location is a large paved parking area of the Park. In 2014, approximately 29,000 lbs. of electronic waste was collected at the Park event.

Note: The County makes no guarantee that the selected contractor shall have the right to any portion of electronic waste generated by Burlington County households. County residents are not required to use the County-sponsored events to dispose of electronic waste.

II. DESCRIPTION OF SERVICES

2.1. The chosen contractor (the “Contractor”) shall accept, all of the items listed below (“electronic waste”).

- All CEDs as defined in the Act
- Computer keyboards, mice and cables
- Printers, desktop copiers, scanners and fax machines
- Radio and stereo components (excluding speakers)
- VCR players, MP3 and DVD players
- Cameras
- Personal video recording equipment
- Telephones (handsets and cell phones)

Contractor acceptance of other electronics shall be on agreement between the County and the Contractor.

2.2. Drop-off Collection Services. The Contractor shall provide walk-in, enclosed, storage containers for electronic waste collected at the permanent dropoff at the Complex. The Contractor shall service the dropoff on an “on call” basis. The Contractor shall be notified via email and shall be required to service containers within 72 hours of notification (excluding weekends and the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). The County will provide the Contractor with the days and hours when the site is accessible to service containers. The County has the right to limit the number of containers that the Contractor may have at the Complex at one time.

All containers shall be totally enclosed to protect the contents from exposure to the elements and have a lockable door. Containers shall be designed to adequately contain leakage of

fluids from stored electronic waste; failure to do so may result in liability for any clean-ups of contamination of Complex property. Container design must permit easy walk-in access by users. The County shall have the ability to access the containers at any time.

It is the responsibility of the Contractor to remove and transport electronic waste in a manner that will protect any glass components, including computer monitors and television tubes from breaking.

Each container shall have a securely affixed sign that is impervious to the elements stating "Universal Waste - Consumer Electronics." Transport of filled containers shall comply with State and Federal Universal Waste Regulations.

The Contractor shall provide a legible, weather-resistant sign (free standing or posted on the storage container) at each designated site that lists acceptable electronic waste. Signage may include other information, as approved by the County.

The Contractor is responsible for providing any pallets or gaylords required for storing items within the containers.

2.3. One-Day Collection Events. The Contractor shall be required to provide staff, equipment, vehicles and supplies as needed for one-day collection events at various locations throughout the County. The Contractor shall be solely responsible for ensuring the timely unloading of electronic waste from residents' vehicles. The Contractor shall be responsible for handling all other aspects of the collection event, starting with the removal of items from residents' vehicles to final loading of packaged electronics into the recycler's trucks and/or trailers. The County shall only be responsible for providing traffic control.

It is anticipated that there will be a **minimum** of six (6) one-day collection events during the term of the agreement.

Most of these events run from 8:30 a.m. to 2:30 p.m. The Contractor must be set up no later than 30 minutes prior to the start of the event and remain until all material has been removed from the site. The Contractor is responsible for providing all gaylords, pallets and other supplies as well as any pallet handling equipment, needed to safely package and

remove electronics from the site. In the event of severe inclement weather, the County shall have the right to reschedule the event at no cost to the County.

One event will be held in June of 2016 at Smithville Park, Eastampton, New Jersey. The event date is yet to be determined. The event will be open to the public from 10:00 a.m. to 4:00 p.m. The Contractor must be set up by 9:00 a.m. and remain until all material has been removed from the site.

Additional collection events and locations may be scheduled throughout the year, based on public demand. The County will provide the Contractor forty-five (45) days' notice prior to scheduling an event. The County shall have the right to schedule the dates and times of all of these events and to change the month of an event.

2.4. Weighing and Reporting. The Contractor shall provide certified weight receipts from the Contractor's receiving facility for all material collected.

The Contractor may propose an alternate weighing plan provided that the contractor provides information on weighing practices - including calibration of the scales used and record keeping for weight information. The successful vendor shall also permit Burlington County to visit the receiving facility and observe weighing practices during the term of the contract.

The Contractor shall provide the County with an electronic monthly report listing dates and weights of CEDs and non-CEDs for all program shipments by the 15th of the following month.

The Contractor shall provide Certificates of Recycling by date for loads collected from the permanent dropoff and from any collection event.

2.5. Contract Period. The term of the contract entered pursuant to this RFQ/P shall be one year, measured from the date that both parties have executed the contract and the County has approved all documentation that the Contractor is required to produce. The term of the agreement may be extended for up to 90 days on the mutual agreement of the parties.

III. REQUIRED PROPOSAL CONTENTS

3.1. Proposals shall include:

- a) A description of the enclosed containers that the respondent intends to provide for the permanent dropoff at the Complex. The description should include the number of containers proposed; the size and type of containers proposed; and include container dimensions and the cubic yardage if appropriate.
- b) The respondent's requirements regarding placement of materials within storage containers, including whether and, if so, how Gaylord containers are to be used; the packing materials the respondent intends to supply (Gaylord containers, pallets, etc.) and how the containers are to be filled. Overly onerous handling and packaging requirements may count against a proposal.
- c) A description of how the electronic waste will be removed from the Complex, specifically, whether Option 1) the material will be transferred from an on-site container into a truck for transport, or Option 2) a roll-off container will be used as the storage container and will be removed and replaced with an empty container when full. The respondent may also propose another method of removing electronic waste from the Complex.
- d) If the respondent wishes to use Option 2, describe the steps that will be taken to prevent breakage of glass monitors and TV tubes when the roll-off container is hoisted onto or off loaded from the roll-off truck. Note: The County's preference is for Option 1 in "c" above.
- e) A list of all the electronic waste, including those noted above, that the respondent will accept at no cost. This list shall be titled "Items accepted at no cost."
- f) A list of all the electronic waste, including those noted above, that the respondent will accept for a fee. This list shall be titled "Items accepted for a fee."
- g) A list of "Unacceptable Items."

- h) A list of any charges that the respondent will impose if unacceptable items are found in any dropoff site containers; the amount of the charge and method for assessing such a charge.
- i) Respondent's policy regarding "cannibalized" TVs. The County does receive a small percentage of TVs that have had the copper yokes removed. This amount has historically been less than 5% of the TVs collected. Respondent shall indicate whether these units will be accepted at no charge or for a fee.
- j) Information on the number of workers proposed for collection events, the source and experience of the work force, including whether the respondent will staff events with company employees or contracted labor.
- k) The type and number of vehicles to be used to remove electronics from collection events, assuming deliveries of quantities stated above.
- l) A list of similar collection events previously conducted between 2012 and 2014. For each event, describe the collection process; size and source of the workforce; equipment provided; estimated number of participants; and the tonnage of electronics collected. Respondents should provide any other information that would demonstrate their expertise in operating live collection events.
- m) Samples of all reports the respondent intends to provide to the County, including tonnage reports and Certificates of Recycling.
- n) The amounts, if any, of compensation paid or fees charged to the County for electronic waste collected from (i) the Complex and (ii) live events. Respondents shall provide pricing on a per pound basis for CEDs and non-CED electronic waste.
- o) Describe the process proposed for payments or charges to the County.
- p) A list of references, consisting of those **governmental** jurisdictions for which the respondent has provided similar electronic waste collection/recycling services. References shall include name and contact information for the person responsible for

overseeing the electronics collection program and shall include information on the terms and nature of the services provided.

3.2. Licenses/Permits. Respondents shall state which of the following they possess:

- a) a NJDEP Class D Recycling Permit
- b) a NJDEP "Certificate of Authority to Operate a Universal Waste Program for Consumer Electronic Equipment"
- c) a valid USEPA Identification Number for a Large Quantity Universal Waste Handler or other documentation that demonstrates New Jersey State approval for handling CEDs for any in-State facility at which electronic wastes collected pursuant to this contract will be accumulated, transferred or demanufactured/recycled. If the facility(ies) used for any of these purposes are located outside of New Jersey similar documentation from that State shall be provided.
- d) Any out-of-state permits required for operations conducted at out-of-state locations.

3.3. Documentation for Recipient Facilities. Respondents shall provide: documentation demonstrating that they and/or the demanufacturing or recycling facilities they intend to use are ISO 14001 registered; that they possess a current e-Stewards Certification, and/or that they have proof of adherence to the U.S. Environmental Protection Agency's Responsible Recycling (R2) Practices. Note: Use of facilities other than those provided in its proposal without the County's prior written approval shall constitute grounds for termination of the contract.

3.4. Violations. Respondents shall disclose all previous, current, or pending violations issued by any local, state or federal agency within the past 5 years to the responder or to any demanufacturing facility they intend to use. A Respondent may be deemed not qualified based on the nature and severity of any violations noted. **Failure to disclose any current, previous or pending violation may, in the County's sole discretion, result in the Respondent being deemed ineligible for this work and constitute grounds for termination of this contract.**

3.5. Respondents shall:

- state whether they have a zero-landfill policy, what items/materials are exported and the names of the receiving countries;
- provide a description of the on-site auditing procedures employed to ensure environmental safety;
- describe the data destruction procedures and measures employed to eliminate or minimize risks involved with data security; and
- carry the insurance required by this RFQ/P (See Contract Section 7.2.)

3.6. Forms to be Provided with Submission.

Forms A-F included in this RFQ/P are to be completed and included with the respondent's submission/proposal.

Form CD is to be completed by the owner of each demanufacturing facility that the Respondent intends to use to provide services if awarded a contract pursuant to this RFQ/P.

3.7. Proposal Format. Proposals are to be neat, orderly and comprehensive in complying with the requirements of this RFQ/P and **should be printed on recycled paper.**

3.8. Deviations from Requirements/Conditions/Specifications. Proposals shall include in a separate section for any deviations from the requirements, terms, conditions and specifications contained in this RFQ/P. Note that the County shall have no obligation to award a contract to any respondent/person proposing deviations from the requirements, terms, conditions and specifications of this RFQ/P.

IV. EVALUATION OF SUBMISSIONS

4.1. Criteria for Contractor Selection. Respondents will be evaluated on their ability to demonstrate environmental compliance and responsibility. The criteria will include:

- Scope of services offered
- Prior experience
- Convenience and flexibility
- Regulatory and environmental approvals and practices
- Security practices
- References/past performance/regulatory compliance
- Recordkeeping practices
- Personnel/facilities/equipment and other resources
- Relative cost or revenue

The County reserves the right to weigh the above-cited factors as it deems appropriate.

4.2. Interviews. The County reserves the right to require any or all of the Respondents to meet with an evaluation committee chosen by the County to review proposals. The fact that the County determines to ask that a Respondent meet with the evaluation committee shall not give any other Respondent the right to an appearance.

4.3. Rejection of Submissions. The County reserves the right to accept or reject any and all submissions and to waive any immaterial defects or informality in any submission should it be in the best interest of the County to do so. The determination of a material defect shall be a matter of sole discretion of the County.

V. GENERAL TERMS APPLICABLE TO THIS SOLICITATION

5.1. Late Submissions. **No late submission will be accepted or considered.** The County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring submissions. The County will not be responsible for any submissions misdirected in delivery by person or delivery service.

5.2. Submission Withdrawal. A written request for the withdrawal of a submission, or any part thereof, may be granted if the request is received by the County prior to the specified

time of submission opening.

5.3. Addenda. Any interpretations of the specifications of this RFQ/P and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective responders who have requested an RFQ/P. All addenda issued prior to RFQ/P receipt date must also be signed and returned with the submission.

5.4. Oral instructions. No interpretation of the meaning of the request for qualifications or other contract documents will be made to any responder orally. Every request for such interpretation shall be in writing addressed to the contact named in this RFQ/P. To be given consideration, the request must be received at least ten (10) days prior to the date fixed for the opening of submissions. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which will be mailed by certified mail, faxed or e-mailed to all prospective responders currently on record, not later than three (3) days prior to the date fixed for the opening of submissions.

5.5. Payment. County payments to Contractor, if any, will be in accordance with County policies and procedures.

VI. INSTRUCTIONS AND DEADLINE FOR SUBMISSIONS

6.1. Method of Proposal Submission; Number of Copies. **Two signed originals and two additional copies** of each Proposal must be delivered to the Department of Solid Waste. **Faxed or e-mailed submissions are not acceptable.**

6.2. Submission Deadline. Proposals must be received by the **Department of Solid Waste no later than 2 p.m., prevailing time, on Thursday, June 4, 2015**. Late submittals will not be accepted. It is the responsibility of the Respondent to ensure that its documentation arrives at the Department of Solid Waste prior to the stated deadline.

6.3. Address for delivery. Submissions should be marked **“Qualifications Statement for Electronics Recycling Services”**, addressed as follows:

Standard Mail:

Department of Solid Waste
P. O. Box 429
Columbus, NJ 08022

Attention: Ann Moore

Overnight delivery services and hand delivery:

Department of Solid Waste
1200 Florence-Columbus Road
Bordentown, NJ 08505

Attention: Ann Moore

The County is not responsible for misdirected submissions.

6.4. County Contact. Any questions concerning these specifications should be directed to:

Ann Moore
Department of Solid Waste
PO Box 429
Columbus, NJ 08022

Telephone: 609-499-1001 ext. 272

Email: amoore@co.burlington.nj.us

VII - CONTRACT TERMS AND CONDITIONS

7.1. Vendor and County Ethics.

The County and persons who/that provide services to it are governed by the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and ethics policies adopted by the County. In particular, Proposers are put on notice that the Freeholders and County employees, as well as members of their immediate family and business organizations in which they have an interest, are prohibited from soliciting or accepting gifts, favors, loans, services, promise of future employment or other thing of value from any person or entity which has a contract with the County or the Freeholder or County employee has reason to believe that the person or entity may be awarded a contract with the County.

In addition, Freeholders and County employees are prohibited from accepting compensation, honoraria and gifts from any person or entity other than the County in consideration of an appearance, speech, or article unless the appearance, speech or article is wholly unrelated to the Freeholder's or employee's service with Burlington County.

7.2. Insurance Requirements. The Proposer selected to provide the services described in this RFQ/P are required to maintain the policies of insurance described in this Section during the term of the contract.

7.2.1. Commercial General Liability Insurance. Coverage is to be provided by the standard Commercial General Liability insurance policy ("Occurrence Form", edition 1998 or later); Hazards of premises/operations, independent contractors, products and completed operations; contractual liability coverage (for any contract related to the Work or Service) with no limitation on the Sole Negligence of the third party; personal injury and advertising injury; broad form property coverage; and XCU coverage; and

No Mold/Fungus, Lead, Asbestos, EIFS, or Silica Exclusions based on the specific work or service outlined in contract; if policy contains any of these exclusions, these must be clearly marked on the Certificate of Insurance and discussed with the County. Minimum Limits of Liability:

\$1,000,000	Each Occurrence
\$2,000,000	Completed Operations Aggregate (3 years minimum after project completion or services provided)
\$1,000,000	Personal Injury and Advertising Injury
\$2,000,000	General Aggregate

7.2.2. Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles.

Such insurance shall provide coverage not less than that of the standard Business Automobile Liability policy.

Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit; appropriate endorsement for the coverage of hazardous materials (MCS-90) where necessary; and

Mobile Equipment: Include endorsement CA 00 51 12 04 to provide coverage for Mobile Equipment subject to the Motor Vehicle Insurance Laws.

7.2.3. Workers Compensation and Employer's Liability.

Coverage A, Workers Compensation - Statutory benefits as required by the Workers Compensation Laws of the State of New Jersey, covering all employees;

Coverage B, Employer's Liability Minimum Limits:

\$1,000,000 Each Accident

\$1,000,000 Disease - Each Employee

\$1,000,000 Disease - Policy Limit

United States Longshore & Harbor Workers Act Coverage, where applicable; and Maritime Coverage under the Jones Act, where applicable.

7.2.4. Commercial Umbrella Liability Insurance.

Following Form Basis of the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability coverage; and Minimum Limit of Liability: \$5,000,000 Per Occurrence and \$5,000,000 Aggregate Limit.

7.2.5. Pollution Coverage. Contractor shall maintain coverage for any pollution conditions that may arise from their work completed in accordance with this Contract.

Minimum Limits of Liability: \$1,000,000/\$1,000,000 Per Occurrence/Aggregate. Coverage should be provided for the following:

Coverage A - Job Site - Each Pollution Condition

Coverage B - Emergency Remediation

Coverage D - Transportation

Coverage E - Non-Owned Disposal Sites

7.2.6. Owned, Leased, Rented or Borrowed Equipment. Contractor shall maintain Property Coverage for owned, leased, rented or borrowed equipment, tools, trailers, etc.

7.2.7. Additional Insured Provision. The insurance policies described above (except for workers' compensation) shall include an endorsement naming Burlington County as Additional Insureds (collectively, the **"Additional Insureds"**) as follows:

"The Burlington County Board of Chosen Freeholders and its officers, employees, servants and agents are Additional Insureds on a primary noncontributory basis for [the Contractor's] ongoing and completed operations.

All policies described in this Section 7.2 shall not include any limiting "Insured versus Insured" Exclusion.

7.2.8. Waiver of Subrogation Endorsement. The insurance policies identified herein shall include an endorsement waiving rights or subrogation in favor of the Additional Insureds described in (15) above, as permitted by state law.

7.2.9. Certificates of insurance are to describe the type of service being provided to the County and should be issued to:

Burlington County Board of Chosen Freeholders
Attention: Insurance & Risk Management

49 Rancocas Road, PO Box 6000; Mt. Holly, NJ 08060-6000

Vendors shall be responsible for providing the County sixty days' prior written notice of cancellation, non-renewal or change in insurance coverage.

7.3. Affirmative Action/Nondiscrimination Provisions.

The State of New Jersey requires that the following provisions be included in service contracts.

For the purpose of this section the following words and terms have the meanings stated:

"Contract" means this RFQ/P, executed by the Proposer and the County.

"Contractor" means the Proposer/contractor selected for contract with the County.

"Division of Contract Compliance and Equal Opportunity in Public Contracts" means the Affirmative Action Office established in the State of New Jersey, Department of the Treasury.

"Public agency" means the County of Burlington.

"Subcontractor" means a third party that is engaged by a contractor to perform, pursuant to a subcontract, all or part of the work included in a public agency contract.

"Treasurer" means the Treasurer of the State of New Jersey or his or her designee.

During the performance of this contract, the Contractor agrees as follows:

- a) *The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are*

treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.*
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.*
- e) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.*

- f) *The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.*

- g) *The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.*

- h) *In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.*

- i) *The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:*

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j) *The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance*

& EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

This contract may be canceled or terminated by the Board and all money due or to become due hereunder may be forfeited for any violation of the above provisions.

7.4. New Jersey Business Registration Requirements. For the purpose of this Agreement, the following terms have the meanings stated below.

"Affiliate" means an entity that (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly or constructively controlled by another entity or (c) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in the common entity.

"Agreement" means this contract, executed by a vendor and the County.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof. It also includes any affiliates of the business organization. It does not include government agencies or organizations organized as non-profit entities.

"Proof of registration" means a copy of the organization's "Business Registration Certificate" issued by the New Jersey Treasury Department, Division of Revenue. No other form is valid.

"Subcontractor" means any business organization that (a) is not the vendor and (b) knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of vendor's contractual responsibilities.

Vendor awarded a contract shall be responsible for complying with the following:

- a. Vendor shall submit proof of registration to the County.*
- b. Vendor shall notify in writing all subcontractors that will provide services pursuant to this Agreement that each is required to provide proof of registration to the County.*

c. *Final payment pursuant to this Agreement shall not be owed to Vendor until Vendor has submitted (a) an accurate list of all subcontractors that provided services pursuant to this Agreement and (b) proof of registration for each or, in the alternative, Vendor has certified that no subcontractors provided services in connection with this Agreement.*

d. *For the term of this Agreement Vendor and each of its affiliates and subcontractors and each of the subcontractors' affiliates, N.J.S.A. 52:32-44(g)(3), shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the County.*

e. *A business organization that fails provide a copy of business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each business registration copy not properly provided pursuant to this Agreement.*

7.5. False Claims. It is a crime for a person to knowingly submit to the County any claim for payment for performance of services, knowing such claim to be false, fictitious, or fraudulent.

7.6. Defaults in Performance. If the Contractor terminates this agreement with the County without cause or fails to perform in good faith in accordance with the terms and conditions of this RFQ/P the County shall have the right to retain another firm to perform the work.

7.7. Termination by Contractor. The Contractor shall not have the right to terminate this Agreement except for good cause. Whether a Contractor's termination is for "good cause" shall be within the sole discretion and determination of the County. The Contractor shall give the County not less than 90 days prior written notice of an intention to terminate.

7.8. Records. The Contractor shall maintain, and the County and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this contract and the services to be provided by the

Contractor pursuant hereto for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

7.9. Assignments and Subcontracts. The Contractor may not assign its contract with the County. The Contractor may not subcontract the services required by this RFQ/P without the prior, written approval of the County Administrator. No subcontract shall be allowed unless the Contractor's insurance policy will provide the subcontractor with the Contractor's coverage or, alternatively, the subcontractor provides the Board with a certificate of insurance which demonstrates that the proposed subcontractor has all of the insurance that the Contractor is required by this RFQ/P to have. Notwithstanding County approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Contractor hereunder.

7.10. Indemnification of County. The Contractor agrees to indemnify and hold harmless the Board of Chosen Freeholders of the County of Burlington, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the Contractor, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to this RFQ/P or the failure of the Contractor, its employees, agents, servants or subcontractors to comply with any term or condition of this RFQ/P. The Contractor further agrees that this indemnification shall continue after completion of its services for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorneys fees, resulting from acts or omissions of the Proposer, its employees, agents, servants or subcontractors which occur prior to the completion of services.

7.11. No Agency Relationship. Contractor is and shall at all times be regarded as an independent contractor. Contractor shall not at any time act as agent for the Board or represent that the Contractor has any authority to bind, obligate or speak for the Board. Nothing herein is intended nor shall any term of this RFQ/P be construed as creating an

employer-employee relationship between the Board and Contractor or be deemed to constitute the appointment of Contractor as the Board's agent.

7.12. Breaches and Waivers. The Board's failure to declare Contractor in breach of this Agreement and the Board's failure to assess any penalties for any such breach shall not constitute waiver thereof. In addition, the failure of the Board to declare the Contractor in breach of any other contract for certain conduct that constitutes a breach of both this and any other Agreement shall not estop or prevent the Board from declaring the Contractor in breach of this Agreement or assessing penalties therefor.

7.13. Conditions of Waivers. Any waiver, consent, modification or change to this agreement shall be effective only for the specific instance and for the specific purpose described in the writing pertaining thereto.

7.14. Effect of Waiver. The waiver of a breach of any provision of this Agreement by the Board shall not operate or be construed as a waiver of any subsequent breach.

7.15. Severability of Terms. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. If the County deems the invalid provision to be critical to its willingness to enter into this agreement it shall have the right to cancel this contract.

7.16. Payment Procedure. The Contractor will be paid upon receipt of invoice and a properly executed voucher covering purchase order as submitted. All invoices and vouchers must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies. The Purchase Order number must be on all invoices.

7.17. County tax status. The County of Burlington is exempt from all taxes, including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

7.18. Royalties and license fees. The Contractor shall be responsible for all royalties and license fees. The Contractor shall defend all suits or claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.

7.19. Interpretation of documents. The County's interpretation of the meaning and intent of this RFQ/P and the contract awarded pursuant to it shall be final and conclusive.

7.20. Governing law. The agreement for the services described in this RFQ/P shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq, and regulations adopted pursuant thereto.

7.21. Contract Contingent on County Funding. All contracts are subject to the availability and appropriation of funds.

7.22. Duty to Perform. Where it is found that Contractor has failed to comply with the material terms and conditions of this contract, Contractor shall take such corrective action as the Board may require. If the Board determines that the County has paid Contractor for services that were beyond the scope or the purpose of this contract, or were excessive or as otherwise impermissible the Board shall have the right to recover any disallowed expenditures and Contractor shall return to the Board any disallowed expenditures no later than 30 days from request.

7.23. Use of Property. In the event the Board provides Contractor with any non-expendable equipment for use in carrying out the services required by this agreement, said equipment shall remain the property of the County of Burlington. Contractor agrees to maintain all County equipment in its possession in proper condition and shall be responsible for any needed repairs.

7.24. Work Products. All work products of Contractor for the services to be provided pursuant to this Agreement including, but not limited to, original documents, designs, mylars, maps, plans, drawings, sketches, models, calculations, survey notes, meeting notes and minutes, are instruments of service for this Agreement only and shall become the property of the Board whether or not the Contractor completely performs the services required by this

Agreement. In the event that the Board terminates this Agreement pursuant to any paragraph herein Contractor shall transfer all finished and unfinished documents, data, studies, surveys, drawings, maps, photographs and reports prepared by Contractor to the Board.

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VIII. CONTRACT OFFER & ACCEPTANCE.

8.1. Offer of Contract. Respondent's signature below constitutes Respondent's commitment to provide the services described in this RFQ/P, at the prices included in its Proposal. Respondent's submission constitutes its agreement that it fully understands all obligations and that no cancellation or relief from compliance with these specifications because of any misunderstanding or lack of information will be allowed.

Company Name: _____

Authorized Signature

Date

Name (typed/printed)

Title

8.2. County Acceptance of Offer.

The acceptance of the offer of contract by the Board of Chosen Freeholders of the County of Burlington is evidenced by the RFQ/P signature of the agent of the Board of Chosen Freeholders. The date of the agent's signature is the effective date of the contract.

The offer of contract made by the above-named Respondent is hereby accepted as of the date reported below.

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

By: _____
Eve A. Cullinan, County Administrator

Date

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FORM A - NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

All Responders must submit a copy of their State of New Jersey Business Registration Certificate with its submission. The State Division of Revenue issues Business Registration Certificates. There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

Information on how a business can obtain a certificate on the Internet at <http://www.nj.gov/treasury/revenue/gettingregistered.shtml> or by phone at (609) 292-1730.

The Responder must submit a copy of the business registration certificate or proof of non-profit status with its submission/proposal.

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FORM B - STATEMENT OF OWNERSHIP

Every corporation, partnership and limited liability company responding to this RFQ/P shall submit a statement setting forth the names and addresses of all stockholders/owners, who/which own(s) ten percent (10%) or more of its stock or ownership interest in the business. If one or more such stockholder or partner is, itself a corporation or partnership, the stockholders holding 10% or more of that corporations' stock, or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established by this notice have been listed. **If no stockholder owns more than ten (10%) percent, note by stating "None".**

Complete this form only if the Firm is a partnership, corporation or limited liability company.

Check here if not applicable.

Name of Firm : _____

Address: _____

City/State/Zip: _____

Form of business: corporation partnership limited liability company

List the names and addresses of all persons (including business entities) who have 10% or more interest in the Firm's firm. If an interest holder is a corporation name the stockholders holding more than a ten percent interest.

NAME	ADDRESS	SS #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that (check one):

- the list of persons named above is current and correct to the best of my knowledge
- or
- There are no persons having a 10% or greater interest in the Firm's firm to the best of my knowledge.

Authorized signature

Date

Typed/printed name

Title

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
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FORM C - FIRM PROFILE

Please use additional paper if necessary to fully respond to the questions in this form.

Firm Name: _____

Address: _____

Telephone: _____

Fax #: _____

Email Address: _____

Web address: _____

Type of ownership (select from the following): ___individual ___partnership

___limited liability company ___professional corporation

___corporation ___professional association

___other - specify _____

Check if any apply: ___ MBE certified ___WBE certified ___SBE certified

Is Firm prequalified with any public agency, department or public authority? ___yes ___no If "yes" name the agency, department or authority that has prequalified the firm and the date the prequalification expires:

Length of Time in Business: _____ years

Number of Employees: 2012_____ 2013_____ 2014_____

Is firm owed by another company? yes_____ no_____

If "yes" provide the name and address of the other company:

Is Firm registered to do business in New Jersey? yes_____ no_____

Federal Employer ID no. _____

Experienced with governmental clients? yes_____ no_____

If yes, provide the name, address, telephone number and dates that services were provided. If there were multiple clients name at least three.

Describe the assets of your firm that enable you to provide the services needed by the County.

NOTE: If you answer "yes to any of the following questions explain the circumstances on a separate sheet.

Has any person who is a member of the management of the company responding to this RFQ/P ever been suspended, debarred or otherwise declared ineligible by a government agency from contracting to provide services because of the quality of work?

yes____ no____

Have any principals of the company responding to this RFQ/P ever been convicted of a crime?

yes____ no____

Are there any administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the company responding to this RFQ/P or its principals or key personnel are involved?

yes____ no____

Has the company responding to this RFQ/P Firm or any of its principals been denied pre-qualification in the five years preceding the date of the submission under the name in this submission or other name because of the quality of work?

yes____ no____

Has the company responding to this RFQ/P Firm, its affiliate or any of its principals been a party to a bankruptcy or re-organization proceeding in the last 5 years?

yes_____ no_____

Has the license of the company responding to this RFQ/P or any of its principals ever been revoked or suspended or is there any proceeding pending which could result in the suspension or revocation of a principal of the company responding to this RFQ/P?

yes_____ no_____

Within the past five years has the company responding to this RFQ/P or any of its principals been on the New Jersey Debarred Contractor list?

yes_____ no_____

In the five years preceding the date of the submission has any of the following occurred:

1. A client terminated your services because of dissatisfaction with your performance.

yes_____ no_____

2. Your performance on a project has been rated as unsatisfactory.

yes_____ no_____

3. Liquidated damages were assessed against the company responding to this RFQ/P in connection with a contract because of unacceptable performance or untimeliness in performance.

yes_____ no_____

4. The company responding to this RFQ/P has been a plaintiff or a defendant in litigation concerning its services.

yes_____ no_____

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FORM CD. PROFILE OF DEMANUFACTURER

Please use additional paper if necessary to fully respond to the questions in this form.

Firm Name: _____

Address: _____

Telephone: _____

Fax #: _____

Email Address: _____

Web address: _____

Type of ownership (select from the following): ___ *individual* ___ *partnership*

___ *limited liability company* ___ *professional corporation*

___ *corporation* ___ *professional association*

___ *other - specify* _____

Check if any apply: ___ *MBE certified* ___ *WBE certified* ___ *SBE certified*

Is Firm prequalified with any public agency, department or public authority? ___ *yes* ___ *no* *If "yes" name the agency, department or authority that has prequalified the firm and the date the prequalification expires:*

Length of Time in Business: _____ years

Number of Employees: 2012_____ 2013_____ 2014_____

Is firm owed by another company? yes_____ no_____

If "yes" provide the name and address of the other company:

Is Firm registered to do business in New Jersey? yes_____ no_____

Federal Employer ID no. _____

Experienced with governmental clients? yes_____ no_____

If yes, provide the name, address, telephone number and dates that services were provided. If there were multiple clients name at least three.

Describe the assets of your firm that enable you to provide demanufacturing services.

NOTE: If you answer "yes to any of the following questions explain the circumstances on a separate sheet.

Has any person who is a member of the management of the company named above ever been suspended, debarred or otherwise declared ineligible by a government agency from contracting to provide services because of the quality of work?

yes____ no____

Have any principals of the company named above ever been convicted of a crime?

yes____ no____

Are there administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the company named above or its principals or key personnel are involved?

yes____ no____

Has the company named above or any of its principals been denied pre-qualification in the five years preceding the date of the submission under the name in this submission or other name because of the quality of work?

yes____ no____

Has the company named above, its affiliate or any of its principals been a party to a bankruptcy or re-organization proceeding in the last 5 years?

yes____ no____

Has the license of the above-named company or any of its principals ever been revoked or suspended or is there any proceeding pending which could result in the suspension or revocation of a principal of the above-named company?

yes_____ no_____

Within the past five years has the above-named company or any of its principals been on the New Jersey Debarred Contractor list?

yes_____ no_____

In the five years preceding the date of the submission has any of the following occurred:

1. A client terminated your services because of dissatisfaction with your performance.

yes_____ no_____

2. Your performance on a project has been rated as unsatisfactory.

yes_____ no_____

3. Liquidated damages were assessed against the above-named company in connection with a contract because of unacceptable performance or untimeliness in performance?

yes_____ no_____

4. The above-named company has been a plaintiff or a defendant in litigation concerning its services.

yes_____ no_____

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FORM D - AFFIRMATIVE ACTION QUESTIONNAIRE

Complete this questionnaire.

1. Does your firm have Federal or State of New Jersey Affirmative Action Plan approval?

____YES ____NO

A. If "Yes", attach a photocopy of said approval to this page. Acceptable approvals are a current letter (not older than one (1) year from date of submission) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If "No", and you are approved for prequalification you must comply with the Affirmative Action/Nondiscrimination Requirements specified in the contract included as part of this RFQ/P. (See Section 7.3)

=====

For and on behalf of the business named below I certify that the above information is correct to the best of my knowledge, information and belief.

Signature

Date

Signer's Name _____ Title _____

Business Name _____

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FORM E - CERTIFICATION CONCERNING SUBMISSION

The signature of the Firm's representative below attests that:

1. The information provided in the Firm's submission is full, complete and truthful;
2. The Firm acknowledges that the County may, by means it deems appropriate, determine the truth and accuracy of the information provided with this submission;
3. The Firm has reviewed all of the specifications, terms and conditions, forms of this RFQ/P including addenda;
4. The Firm has the experience, knowledge, expertise and ability to provide the described services; and
5. The Firm commits to provide the described services.

The Firm recognizes that all information submitted with this submission is for the purpose of inducing the County to pre-qualify the Firm, award a contract or allow the Firm to participate in electronics recycling services contracts.

The Firm understands and agrees that the submission and all supporting documentation shall become the property of the County and may be subject to review by the public.

The Firm authorizes the County to contact any entity or person named in the submission for the purpose of verifying the information provided by the Firm.

All principals of the company seeking qualification must sign.

Signature

Name (typed/written)

Signature

Name (typed/written)

Signature

Name (typed/written)

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FORM F - CLIENT REFERENCES

NOTE: Reports from not less than three clients must be provided with Submission.

The Burlington County Board of Chosen Freeholders is soliciting submissions from companies to provide appropriate services for its Electronics Recycling program. To assist it in evaluating submissions, the County needs advice from the firm's clients with respect to their experience with the firm. Please complete this form, sign it and return it to the firm that sent it to you.

Company seeking qualification: _____

Address: _____

Client completing this form: _____

Client address: _____

Client telephone: _____ *email:* _____

Number of years of experience with Firm: _____

Number of projects completed by Firm for Client during

2012: _____ *2013:* _____ *2014:* _____

Please describe the type of projects completed by Firm for Client:

Would you recommend this firm? Yes _____ No _____

If "No" please state reason(s): _____

Please rank this firm's work product and your experience between 1 and 5, with 5 being the most favorable

<i>Timely completed work</i>	1	2	3	4	5
<i>Attention to detail</i>	1	2	3	4	5
<i>Quality of work</i>	1	2	3	4	5
<i>Responsiveness to client</i>	1	2	3	4	5
<i>Professionalism</i>	1	2	3	4	5
<i>Cost</i>	1	2	3	4	5

Authorized Signature

Typed/printed name of Signer

Date