

THE COUNTY OF MONMOUTH, NEW JERSEY

REQUEST FOR PROPOSALS

**OPERATION AND MAINTENANCE OF A
MATERIALS PROCESSING AND RECOVERY FACILITY AT THE
MONMOUTH COUNTY RECLAMATION CENTER**

Issued: December 6, 2012

Due: February 6, 2013

ISSUED BY:

The County of Monmouth, New Jersey

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1.0 INTRODUCTION AND DESCRIPTION OF THE PROPOSAL PROCESS

1.1 Issuing Entity, Nature and Purpose of Procurement

Through the issuance of this Request for Proposals (“RFP”), the County of Monmouth, New Jersey (the “County”) is hereby requesting Proposals from interested parties regarding the County’s current plan to enter into a new operations agreement (the “Service Agreement”) with a private entity (the “Company”) for the operation and maintenance of its Materials Processing and Recovery Facility (“MPRF”) at the Monmouth County Reclamation Center (the “MCRC”). The current agreement to operate the MPRF expires on June 15, 2013. The County intends to contract for the MPRF services only if the costs of such services are deemed reasonable. In the event that the County cannot contract for such services on reasonable terms and conditions, the County will consider operating the MPRF with County staff.

1.2 General Overview

The County has owned and operated a landfill at the MCRC since 1976. The MCRC has been the sole disposal site for all Type 10 Waste generated in the County since 1984. Beginning with its recycling plan in 1987, which mandated source separation of glass containers, aluminum cans and newspaper, the County has increasingly relied on recycling and baling non-recyclable municipal solid waste as major waste management strategies for extending the life of its only landfill. As described more fully in Section 3.3 of this RFP, in order to increase the in-place density of waste landfilled at the MCRC, and, secondarily, to increase the County’s recycling rate by recovering recyclables from the raw waste, a Material Processing and Recovery Facility was constructed and began operation in December 1996. The MPRF enables the County to minimize the depletion of MCRC landfill capacity through bale compaction of the unrecovered Type 10 Waste now being disposed of in the MCRC landfill. Type 13 Waste received at the MPRF is volume reduced by the MPRF operator via a track loader and the densified waste is loaded into third party owned transfer trailers for offsite disposal arranged by the County. The MPRF also contained equipment designed to remove the recyclable material from the most recyclable-rich loads delivered to the MPRF. Operation of the recyclables recovery equipment has been terminated and the equipment removed due to the economic inefficiencies associated

with that operation. A description of the selected Proposer's responsibilities and scope of service is included in Section 4.0 of this RFP and comprehensively described in the Service Agreement which will be issued as an addendum to this RFP. The Service Fee (which fee did not include electricity costs which were paid by the County) paid to the operator of the MPRF in 2011 to process 392,646 tons of Type 10 Waste and 13,548 tons of Type 13 Waste was \$5,439,338.72. It must be noted that the objective of the County is to minimize depletion of landfill capacity. As such, Proposers shall be prohibited from proposing delivery of waste generated outside the County to the MPRF.

1.3 Proposal Submission Date

Copies of the Proposal responding to this RFP must be submitted no later than 10:30 a.m. (Eastern Time) on Wednesday, February 6, 2013 in accordance with Section 6.0 of this RFP. Proposals shall be in a sealed package addressed to:

Gerri C. Popkin
Purchasing Director
Monmouth County
Department of Purchasing
Special Services Complex
300 Halls Mill Road
Freehold, New Jersey 07728
Phone: (732) 431-7370
Facsimile: (732) 431-7379

Instructions on the form and content of the Proposal are given in Section 6.0 of this RFP.

1.4 Project Participants and Advisors

The Board of Chosen Freeholders is the governing body of the County, has ultimate responsibility for implementation of the County's Solid Waste Management Plan, and is responsible for authorizing all activities relating to the MPRF. The Board of Chosen Freeholders has assembled a group of County employees and consultants to form a project team to assist in this procurement process (Project Team). The Project Team will serve the function of directing and reviewing the detailed activities undertaken with regard to the procurement.

1.5 Inquiries and Correspondence

All inquiries and correspondence relating to this RFP should be directed to:

Richard Throckmorton
Superintendent
Monmouth County Reclamation Center
6000 Asbury Avenue
Tinton Falls, New Jersey 07753
Phone: (732) 683-8686 ext. 5104
Facsimile: (732) 922-6782
Email: rthrockm@co.monmouth.nj.us

with a copy of all written correspondence to:

Rick Sapis, Esq.
Hawkins Delafield & Wood LLP
One Gateway Center
24th Floor
Newark, NJ 07102-5311
Phone: (973) 642-1188
Facsimile: (973) 642-6773
Email: esapis@hawkins.com

All questions shall be sent in writing and delivered to the above addresses or sent by facsimile or email to Richard Throckmorton and Rick Sapis by 5:00 p.m. (Eastern Time) by the applicable date as described in subsection 1.6.2 of this RFP. The County will respond to those written questions which it deems appropriate. Responses will be distributed by Richard Throckmorton to all prospective Proposers and will be deemed as official responses. Responses to questions from other parties will not be considered as official or valid responses.

1.6 Procurement Process

1.6.1 Legal Authority

The County intends to procure the Service Agreement described herein in accordance with the requirements of the competitive contracting procedures of New Jersey's Local Public Contracts Law (N.J.S.A. § 40A:11-4.1, et seq.). Section 40A:11-4.1, et seq. sets forth the procedure for issuance of RFPs to prospective Proposers, and the review, clarification and evaluation of Proposals from prospective Proposers. Under the relevant provisions, the County

may consider factors other than price, as listed in Section 2.0 of this RFP, before awarding the contract. The County may not, however, conduct negotiations regarding the price and other material terms of the Draft Service Agreement with a Selected Proposer. The Draft Service Agreement reflects the risk allocation desired by the County. While Proposers are permitted to propose changes to the Draft Service Agreement, such changes shall be considered in the evaluation scoring and Proposers proposing significant changes run the risk of being deemed non-responsive.

1.6.2 Schedule Adherence

The County wishes to review and evaluate Proposals, determine the Selected Proposer, and execute a Service Agreement as expeditiously as possible. The following schedule identifies major activities and dates in the procurement process:

Pre-Proposal Meeting and Site Tour	January 3, 2013 at 10:00 a.m.
Post-Meeting Questions Due	January 14, 2013
RFP Responses Due	February 6, 2013

To efficiently review and evaluate the Proposals received (and to avoid the need for a costly and lengthy clarification process), the Proposer shall strictly conform to the submission and format requirements set forth in Section 6.0 of this RFP.

1.6.3 Pre-Proposal Meeting and Site Visit

A pre-Proposal meeting will be held on January 3, 2013. The County will notify each prospective Proposer that registers in accordance with Appendix F as to any change to the time and location of the pre-Proposal meeting. The purpose of the meeting is to clarify any issues regarding the procurement process, this RFP and the Service Agreement (to be provided via an addendum to this RFP), and to review the respective obligations of the County and the Company. Attendance at the pre-Proposal meeting is not mandatory but is encouraged for all entities interested in submitting a Proposal in response to this RFP.

The County will conduct a tour of the MCRC (the “Site Tour”) to familiarize prospective

Proposers with the MCRC operations and to present the MPRF. The Site Tour will take place on January 3, 2013 following the pre-Proposal meeting. The Site Tour will be held at the MCRC, 6000 Asbury Avenue, Tinton Falls, New Jersey. Prospective Proposers should sign in at the Administration Building.

Proposers that desire individual tours of the MCRC and the MPRF should contact Matthew Rutkowski, Environmental Engineer at (732) 683-8686, ext. 5108 to arrange for individual tours.

1.6.4 Written Questions Regarding RFP or Process

Prospective Proposers may submit written questions prior to the pre-Proposal meeting which the County will attempt to address at the pre-Proposal meeting. In addition, prospective Proposers may submit written questions following the pre-Proposal meeting. All such questions should be submitted by close of business on January 14, 2013. The County may, but shall not be obligated to, respond to such questions. Any responses to questions will be circulated to all prospective Proposers.

1.6.5 Addenda or Amendments to the RFP

During the period provided for the preparation of Proposals, the County may issue addenda or amendments to this RFP. The County shall issue notice that addenda or amendments have been made available, and will send such addenda or amendments to the prospective Proposers that registered in accordance with Appendix F. These addenda will be issued by, or on behalf of, the County, and will constitute a part of the RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of the Proposals by submitting an executed acknowledgment form included as Business Proposal Form 1 contained in Appendix C. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submittal date. In order for a Proposer to ensure that it receives all updates/addenda to this RFP, it must provide a completed registration form, which can be found in Appendix F, to the County's Purchasing Division with a copy to Rick Sapir, whose contact information is provided in Section 1.5 above.

1.6.6 Cost of Proposal Preparation

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including legal costs) of the Proposer. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process.

1.6.7 Correction of Errors

Prior to the submission of Proposals, erasures or other corrections in the Proposal must be initialed by a designated signatory of the Proposer. The Proposer further agrees that in the event any errors are noticed by the County after the Proposal is opened, the County reserves the right, but does not have the obligation, to waive such errors.

1.6.8 Modification of Proposals

Prior to the Proposal submission date, a Proposer may modify its previously submitted Proposal if a modified Proposal is either hand delivered to Gerri C. Popkin by or on behalf of an authorized representative of the Proposer, or delivered to Gerri C. Popkin by certified mail.

1.6.9 Disclosure of Information in Proposals

The County will consider requests to protect proprietary information submitted with Proposals. The Proposer should clearly and specifically label all such material and cite the appropriate law which protects such proprietary information. General requests to protect the entire Proposal are not acceptable. The County shall notify a Proposer of any Open Public Records Act request for information that has been designated as proprietary information by the Proposer.

1.6.10 Withdrawal from Procurement Process

A Proposer may withdraw a Proposal prior to the date and time set for the opening of the Proposals, provided that a written request to withdraw the Proposal is hand delivered to Gerri C. Popkin by or on behalf of an accredited representative of the Proposer or the request is delivered by certified U.S. Mail.

1.6.11 Disposal of Proposals

All Proposals are the property of the County and will not be returned (except with respect to proposal bonds, which will be returned in accordance with subsection 6.3.3 of this RFP). At the conclusion of the procurement process, the County may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. In no event will the County assume liability for any loss, damage or injury which may result from any disclosure or use of marked data which occurs prior to the disposal of Proposals.

1.6.12 Rights of the County and Conditions

The County reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the determination of a Selected Proposer:

- All inquiries will be addressed as set forth in Section 1.5 of this RFP.
- This RFP does not obligate the County to procure or to contract for any services.
- The County reserves the right to change or alter the schedule for any events associated with this procurement.
- All costs incurred in connection with responding to this RFP will be borne by the Proposer.
- The County reserves the right to reject, for any reason, any and all Proposals and components thereof and to eliminate, for any reason, any and all Proposers responding to this RFP from further consideration for this procurement in accordance with applicable law.
- The County reserves the right to eliminate any Proposer who submits incomplete, inadequate responses or is not responsive to the requirements of this RFP.
- The County reserves the right to designate a representative to act in its place or on its behalf during this procurement process.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information, prior to or following Proposal submissions.
- All Proposals become the property of the County and will not be returned.
- All activities related to the Contract Services shall be subject to all applicable federal, State and local laws, regulations, rules and/or requirements.
- The County (including its staff and advisors) reserves the right to visit any of the facilities referenced in each Proposal to observe the operations of such facilities. Such site visits will be made at a mutually agreeable time.
- The County reserves the right to seek clarification of any aspect of a Proposal and to seek best and final Proposals based upon such clarifications.
- The County reserves the right to reject any alternative Proposal which it deems to be non-responsive to its objectives or not in the best interest of the County in accordance with applicable law.

1.6.13 Alternative Proposals

Proposers may submit an Alternative Proposal in addition to its Base Proposal. Alternative Proposals may include enhancements and/or modifications to the MPRF, the Contract Services and/or Contract terms. Information regarding any alternative Proposal shall be provided in accordance with Section 6.8 of this RFP.

2.0 EVALUATION CRITERIA

2.1 General

The objective of the County in seeking responses to this RFP is to enable it to select a well qualified Company to operate and maintain the MPRF. The County will undertake a review and evaluation of Proposals submitted in response to this RFP in a manner consistent with the provisions of Applicable Law and this RFP.

Proposals will be evaluated on a number of factors, including cost; management approach for services as described in the Proposal; business considerations including contract exceptions and financial qualifications; and technical qualifications and experience of the Proposer. The weighting of each criterion is set forth in this Section.

Upon receipt of Proposals, the Project Team will review each Proposal to determine its completeness and compliance with submittal requirements. Only complete Proposals will be fully evaluated.

2.1.1 Evaluation of Cost (35%)

The County has determined that cost is a major element in its decision to select a Proposer to execute the Service Agreement. In particular, for each Proposer the County will evaluate the all-in cost of operating and maintaining the MPRF. In projecting costs and calculating the all-in cost, the County will prepare and apply a financial model which will take into account the costs to the County as set forth in each Proposer's proposal, combined with reasonable assumptions as are necessary to enable the County to calculate comparable all-in costs.

2.1.2 Management Approach (20%)

Management of the MPRF is complex. If the Facility is not managed properly, the County could experience financial and environmental harm. The County will be best served by a Company that has depth in its resources to protect against unexpected personnel departures. Additionally, the use of appropriate equipment (including access to back-up as necessary), the plan for the maintenance of the balers (and other equipment), and the ability to achieve

consistent maximization of the density of the bales will be evaluated. Accordingly, the detailed evaluation of the management approach will focus on these as well as areas specified in Section 6.4 of this RFP.

2.1.3 Technical Qualifications and Experience (25%)

The Project Team will consider the expertise, past experience, record of regulatory compliance, and reputation of the Proposer, with particular emphasis on the quality and depth of the management team, to determine whether the Proposer is capable of operating and maintaining the MPRF consistent with the terms of the Proposal and the Service Agreement and the relative advantages of such expertise and experience as compared to other Proposals.

2.1.4 Business Approach (20%)

The relative strength of each Proposer or its financial Guarantor, as applicable, will be assessed as a significant part of the evaluation process. The County considers the financial strength of the Proposer as an important evaluation factor. If a Proposer desires to strengthen its proposal in this area, it may wish to consider proposing a financial Guarantor. Furthermore, the County will consider whether a Proposal exposes the County to more or less risks relative to other Proposals or otherwise contains less advantageous terms and conditions than those sought by the County. In addition, the Proposer's mark-up and any exceptions taken to the draft Service Agreement will be evaluated. The County will also consider any guarantees of performance more advantageous than the minimum guarantees required (e.g. density guarantee).

In addition to the items discussed under the four general criteria of this Section, other factors may be considered within such criteria, including those set forth in N.J.A.C. 5:34-4.2.

3.0 BACKGROUND INFORMATION

3.1 General County Profile

The County of Monmouth is located in central New Jersey and is bordered on the west by Mercer and Middlesex Counties, on the south by Burlington and Ocean Counties, on the east by the Atlantic Ocean and on the north by the Raritan and Sandy Hook Bays. The County consists of 53 municipalities, and has a County-wide population of 630,380 as reported in the 2010 U.S. Census.

3.2 Description of Monmouth County Reclamation Center

The Monmouth County Board of Chosen Freeholders owns and operates the MCRC located near the intersection of Shafto Road and Asbury Avenue in Tinton Falls, New Jersey. The MCRC property encompasses approximately 900 acres and includes multiple landfill sections (Phases I, II and III), landfill gas to energy facilities, scale houses with four scales a household hazardous waste facility, a privately operated source separated recycling facility, administrative and maintenance buildings and the MPRF. In addition, the County is currently implementing a project for the design, construction and operation of a leachate pre-treatment facility at the MCRC.

3.3 Description of Materials Processing and Recovery Facility

The MPRF was designed and built and initially operated by National Ecology Company (“NEC”) pursuant to a Materials Processing and Recovery Facility Construction and Operation Agreement dated March 30, 1995 (the “MPRF Agreement”). Pursuant to State procurement law, the operation of the MPRF was competitively re-procured in 2007 at which time Delta Management Group, an affiliate of Greenstar North America, took over operation for a 5-year term. The County owns the MPRF and transports baled waste from the MPRF to the Balefill. Due to the economic inefficiencies of attempting to recover and market recyclables from the raw waste, the recovery operations using the installed sorting equipment at the MPRF have ceased. This equipment has been removed with the exception of the in-feed conveyors that ran into the sorting room.

All residential and commercial municipal waste (“Type 10 Waste”) and bulky, clean-up

and construction and demolition waste (“Type 13 Waste”) that is individually delivered or mixed in with loads of Type 10 Waste delivered to the MCRC is processed at the MPRF. Type 10 Waste generated in the County which is not transported out of State must be delivered to the MPRF pursuant to the County’s current Solid Waste Management Plan. Incoming Type 10 Waste loads are inspected for recyclable materials and unacceptable (hazardous) waste by the operator and the County’s Solid Waste Enforcement Team (“SWET”). All Type 10 Waste materials are conveyed to the waste baling area where the waste is compressed into bales and transported by County vehicles to Phase III of the County Landfill (the “Balefill”). These bales measure approximately 3.5-feet by 3.5-feet by 4-feet and have densities over 52 pounds per cubic foot on average other than with respect to bales produced from the backup baler, baler no. 4, which has densities over 45 pounds per cubic foot.

The tipping floor in the MPRF is approximately 81,150 square feet. Approximately 54,900 square feet of the tipping floor is utilized for Type 10 Waste handling and 26,250 is available for Type 13 Waste operations. Currently, Type 13 Waste delivered to the MCRC by commercial and municipal collection vehicles is delivered to the MPRF and unloaded in a designated section of the tipping floor. Mixed loads of Type 10 and 13 Waste are placed in the Type 10 Waste area of the tipping floor and are separated by the operator. The current MPRF operator’s personnel screen the Type 13 Waste, recover certain recyclable materials from such waste, volume reduce the remaining waste with the use of a track-loader and load the waste with front-end loaders or grapples into transfer trailers owned and operated by the County’s current contracted hauler performing services related to the transportation and disposal of such waste. The loaded trailers are weighed and tarped and each load is transported off-site by the contracted hauler for disposal.

In 2011, 58,688 vehicles delivered waste to the MCRC. On a daily basis, the number of vehicles which delivered waste to the MCRC ranged from 296 vehicles to 78 vehicles. All vehicles are inspected for conformance with the State solid waste regulations. Private passenger vehicles that meet the exemption requirements of the State regulations are permitted to dispose of waste at a separate area on-site. Such waste is consolidated and transported by the County to the MPRF for processing. The total site waste flow averaged 1,300 tons of solid waste per day

with daily peak tonnages of over 2,200 tons per day.

The types of waste that are currently processed at the MCRC include the following:

<u>WASTE</u>	<u>NJDEP ID NUMBER</u>
Municipal (Household, Commercial and Institutional)	10
Bulky Waste	13
Construction and Demolition Waste	13C
Vegetative Waste	23
Animal and Food Processing Waste	25
Dry Industrial Waste	27

The types of waste that are not accepted for disposal at the MCRC include the following:

<u>WASTE</u>	<u>NJDEP ID NUMBER</u>
Dry Sewage Sludge	12
Bulk Liquids and Semi-Liquids	72
Septic Tank Clean-out Waste	73
Liquid Sewage Sludge	74

Hazardous waste as defined in N.J.A.C. § 7:26-1, et seq. is also not accepted for disposal at the MCRC.

3.4 NJ DEP NOV Violation History

Over the course of the existing five year MPRF operations contract term, the New Jersey Department of Environmental Protection (NJDEP) has issued notices of violation (NOVs) in connection with the air permit for the MPRF. All such violations have been settled or are in the process of being settled with the NJDEP. In 2009, four air permit NOVs were issued by NJDEP relating to the pressure drop readings of certain fans and the baghouse serving the processing equipment at the MPRF. The violations were issued as a result of the pressure drop readings going out of range while the filters were being changed. At the time of the issuance of the NOVs the air permit did not allow for a sufficient time period for maintaining and repairing the processing equipment in compliance with the permit parameters. NJDEP has subsequently modified the permit parameters to allow for a sufficient time period to perform such work.

3.5 Landfills

There are three landfill phases at the MCRC. The Phase I Landfill began receiving waste in 1976 and ceased operation in 1986; it is presently capped. The Phase II Landfill began operations in 1986 and is now partially closed. The Phase III Landfill is approximately 100 acres in size and has been in use since July 1997. In its proposed configuration, the Phase III Landfill is designed for approximately 16 million cubic yards of waste disposal capacity and has a design elevation of 258 feet above mean sea level, or approximately 158 feet above existing grade. The Phase III Landfill is scheduled to close in the year 2018. The County is currently working on plans to expand the disposal capacity beyond 2018.

3.6 Historical Type 10 and Type 13 Waste Tonnage Information

The annual tonnage and average tons per day of Type 10 Waste and Type 13 Waste received at the MCRC for the past six calendar years is provided in Table 3.6 below. Fluctuations in the averages result from many factors, including the loss of waste flow control, the economy, and market conditions. The monthly Type 10 Waste and Type 13 Waste tonnages received at the MCRC from January 2008 through the end of June 2012 are set forth in Compact Disc 1.

TABLE 3.6

<u>YEAR</u>	<u>TYPE 10</u>		<u>TYPE 13</u>	
	<u>ANNUAL TONNAGE</u>	<u>AVERAGE TONS PER DAY</u>	<u>ANNUAL TONNAGE</u>	<u>AVERAGE TONS PER DAY</u>
2006	460,142	1,475	17,604	56
2007	448,780	1,438	13,333	43
2008	419,464	1,344	14,837	48
2009	398,426	1,277	14,938	48
2010	392,159	1,257	14,233	46
2011	392,646	1,258	13,332	43

4.0 COMPANY RESPONSIBILITIES AND SCOPE OF SERVICES

4.1 General

This Section provides a summary of the performance responsibilities and financial obligations that the Company will assume in implementing the Contract Services. All Proposers must respond to the entire scope of services. Responses to less than the entire scope of services may be rejected as non-responsive and disqualified from this procurement process. Proposers are advised that the Service Agreement will be the definitive statement of the responsibilities of the Proposer for the operation and maintenance of the MPRF.

4.2 Facility Operations

The Service Agreement for the MPRF shall provide for the following services by the Company:

- The Company shall operate the MPRF in a manner to receive and process all delivered Types 10 and 13 Waste within the limits of the Service Agreement in accordance with the guarantees set forth in this RFP and the Service Agreement.
- The Company shall be prepared and responsible for the Acceptance and processing of Solid Waste delivered to the MPRF up to the Facility's permitted capacity of 3,500 tons per day.
- The Company shall make efforts, through procedures and investments, to protect workers' health and safety.
- The Company shall bale all Type 10 Waste. Type 10 Waste bales will be loaded onto flatbed trailers (supplied by the County) by the Company, and the County will transfer the baled Type 10 Waste to the MCRC Balefill. The Company shall be responsible for transporting any Type 13 Waste which it separates from Type 10 Waste to a designated area of the tipping floor for Type 13 Waste. The Company shall make every effort to avoid commingling Type 10 Waste with Type 13 Waste when delivering Type 13 Waste to the designated area of the tipping floor for Type 13 Waste. The Company shall be responsible for size-

reducing and loading Type 13 Waste from the designated area of tipping floor onto the County's Type 13 Waste Contractor's vehicles.

- The Company shall be responsible for controlling litter outside the Facility within the MPRF fenceline. If any waste falls from bales outside the Facility within the MPRF fenceline, the Company shall be responsible for returning such waste to the Facility for baling at no additional cost.
- The Company shall be responsible for the operation and maintenance of the MPRF, and the assumption of all costs related thereto (other than the cost of electricity usage up to the Maximum Electricity Utilization Guarantee which guarantee shall not exceed 420,000 kWh per year, and certain pass-through costs, including the cost of water usage below the usage set forth in Technical Proposal Form 1 and the cost of insurance excluding increases in insurance due to the Company's negligence or fault, up to the amount proposed on Technical Proposal Form 1) for the term of the Service Agreement in return for County payment of the Service Fee.
- The Company shall be responsible for the operation of the MPRF in compliance with contractually stipulated operating parameters and guarantees and compliance with all applicable local, State and federal laws, rules, and regulations. In the event the Company fails to comply with the operating guarantees, it will be liable for the payment of performance damages to the County.
- The Company shall be responsible for maintenance of the balers. The Company shall enter into a maintenance contract with manufacturer-approved service personnel.
- The Company shall be responsible for air handlers. All air filter media shall be serviced by trained and certified personnel.
- The Company shall be responsible for routine maintenance of the tipping floor and processing floor. To protect the tipping and processing floors from unnecessary wear, only rubber-tired or rubber tracked equipment shall be allowed to operate on the floors. The buckets on all front end loaders shall be equipped with rubber blades to prevent the metal bucket from contacting the floor. The

rubber blades shall be replaced before their wear could result in the bucket contacting the floor. The only exception to this requirement is the 973 track loader and the grapple excavator used for size reduction and loading of Type 13 and 13C Waste. The 973 track loader shall only operate over a layer of waste. The Operator shall be responsible for the repair of any damage to the floors resulting from the Operator's failure to adhere to these requirements. Insofar as the Company adheres to these requirements and unless necessitated by Company breach or negligence, the Company shall be responsible for major repairs to the tipping floor or processing floor, but the third-party costs of such repairs shall be passed through to the County. The timing of any repairs shall correspond with times of the year where it will cause the least interference with waste delivery and processing at the MPRF. Documentation of any need to repair the tipping floor or processing floor shall be submitted to the MCRC Superintendent in sufficient time before the budget year succeeding such notice.

- The Company shall be responsible for providing all rolling stock necessary to perform the operation services. The Company shall provide all maintenance, repair and replacement of such rolling stock during the term of the Service Agreement.
- The Company shall be required to meet a minimum throughput guarantee (tons per hour).
- The Company shall be required to clear the tipping floor by the end of the day each Saturday.
- The Company shall be required to meet or exceed the Baled Waste Density Guarantee of no less than 52 pounds per cubic foot other than with respect to bales produced from the backup baler, baler no. 4, which has densities over 45 pounds per cubic foot.
- The Company shall be responsible for costs for electricity utilization above the Maximum Electricity Usage Guarantee which costs shall be calculated based upon the cost of electricity supplied to the MPRF by the utility and/or a third-

party supplier. Electricity costs for electricity utilization below the Maximum Electricity Usage Guarantee shall be paid directly by the County.

- The Company shall be required to provide all maintenance, repair and replacement for the Facility and equipment, including rolling stock.
- The Company shall provide a street sweeper to clean the MPRF roadways on a daily or more frequent basis.
- The Company shall be required to comply with Applicable Law, including any permits.
- The Company shall be required to provide and meet odor, noise, dust, storm water quality, litter and other environmental guarantees.
- The Company shall operate the odor control system to prevent odors from leaving the Facility through any doorway. The odor control system consists of a fogging or atomization system to dispense an odor neutralizing compound, when necessary, with the objective of preventing odors from escaping the MPRF. Odor masking agents that use a scent to cover the odor shall not be used.
- The Company shall produce bales with five wire-wraps. The Company shall guarantee that bales will retain their integrity, with at least four wire-wraps intact, throughout handling and placement at the Balefill. The County will consider wire-wrap alternatives that provide the same level of bale integrity and density and which will allow for decomposition and which does not limit gas production as an alternative Proposal (in addition to a base Proposal utilizing wire-wrap).
- The Company shall maintain exterior grounds and paved areas surrounding the MPRF, including but not limited to landscape maintenance and snow removal.
- The Company shall be required to have an A-901 License if required by law.

4.3 Operation and Maintenance Manual and Plan

The Proposer shall review the current operator's Operation and Maintenance Manual and identify in summary form, as part of its Proposal, any modifications it would make to the content of the manual. During the term of the Service Agreement, the Company shall adhere to the Operation and Maintenance Manual (as modified, if applicable) for the operation and

maintenance of the MPRF. The Company shall also develop an Operation and Maintenance Plan that shall comply with NJDEP and County requirements. The Plan shall include, but not be limited to, a schedule for basic operation and maintenance activities, permits required, record-keeping and monitoring; a staffing plan identifying the staffing requirements to operate and maintain the MPRF; a training program and schedule; data collection and reporting procedures; a plan for coordinating with the County for loading bales of Type 10 Waste and for coordinating with the County's Type 13 Waste Contractor; emergency response procedures; procedures for compliance with operating, permit, environmental, and OSHA requirements; safety; security; a worker health and safety plan; an incipient fire response plan; and a description of plans for accommodating visitors at the MPRF.

The Company shall provide, as part of its Operation and Maintenance Plan, a maintenance program, which shall include manuals, descriptions of the preventative, routine, and emergency maintenance programs, and a description of the equipment replacement program. The descriptions shall indicate the type of personnel performing the maintenance, the estimated time of the service, repair, or replacement and the training program to be implemented. The Company shall provide a typical maintenance schedule for the major equipment in the MPRF. The schedule shall indicate when preventative maintenance, routine maintenance, and scheduled maintenance are anticipated. The Company shall also indicate which equipment may be upgraded to integrate new technology during scheduled replacements. The schedule shall illustrate first year of operations and a separate typical year of operation plan.

The Company shall additionally maintain, upgrade, repair and replace, as appropriate throughout the Term, a computerized maintenance management system capable of providing a record of repair and replacement of the Facility on a detailed, item-by-item basis; scheduling, carrying out, monitoring and controlling predictive, preventive and corrective maintenance programs; monitoring routine operations within the Facility; issuing work orders and purchase orders; maintaining a spare parts inventory; and issuing exception, equipment status and repair priority reports. Upon the expiration or termination of the Service Agreement, the Company shall provide the County with all computer records generated by the computerized maintenance management system. These records shall be transferred to the County in electronic form in an

Excel format.

4.4 Maintenance, Repairs and Replacement

The Company shall perform, at its own expense (except as expressly provided otherwise in the Service Agreement), all maintenance, repair and replacement of the machinery, rolling stock, equipment, structures, improvements and all other property constituting the Facility, shall keep the Facility in good working order, condition and repair, in a neat and orderly condition and in accordance with the Contract Standards, and shall maintain the aesthetic quality of the Facility as originally constructed. The Company shall provide or make provisions for all labor, materials, supplies, equipment, spare parts, and services which are necessary for the normal and ordinary maintenance of the Facility and shall conduct predictive, preventive and corrective maintenance of the Facility as required by the Contract Standards. The Company shall develop and comply with a detailed maintenance program, and shall update the Operations and Maintenance Manual as required to reflect changes in parameters, newly installed equipment or replacement equipment and modified regulatory requirements and operating practices.

At the end of each Contract Year, the Company shall undertake, manage and complete, at its own expense, a thorough predictive maintenance evaluation for the Facility. The predictive maintenance evaluation should be structured to predict which equipment or instrumentation needs maintenance, repair or replacement. It should also include as necessary, repair-replacement financial analyses. The Company, at its own expense, will undertake and complete the maintenance, repairs and replacement predicted by the evaluation on a schedule with completion prior to the date predicted by the evaluation.

4.5 Inventory Assessment

The Company shall reach an agreement with the County regarding the findings and conclusions of a videotaped and documented assessment of the Facility, Facility equipment and spare parts prior to the commencement date of the Service Agreement. As part of the assessment, evaluation of engine oil and hydraulic oil samples, electric AMP draw testing, engine compression testing, tire wear (if applicable), witnessed operation and/or visual inspections shall indicate whether Facility equipment is in good working order.

4.6 Condition of Facility Equipment at End of Term

Upon the expiration of the Service Agreement, with respect to the balers, the HVAC system, the fire alarm and suppression systems and the methane gas monitoring system, the Company shall obtain, certification from manufacturer's representatives that such equipment and instrumentation is in good working order. If the Company is unable to obtain such certification due to the condition of the equipment, instrumentation or component, the Company shall be responsible for repairing or replacing the equipment, as necessary, or providing the County with sufficient funds to repair or replace the equipment or component, as necessary. With respect to all other equipment owned by the County, the Company shall return such equipment in good working condition. A determination of whether such equipment is in good working condition will be made based upon acceptable results of oil engine and hydraulic oil sample testing, electric amp draw testing, engine compression testing, at least 50 percent tire wear remaining (if applicable), witnessed operation and/or visual inspections. The number of operating hours shall be considered when evaluating rolling stock.

4.7 Rolling Stock

4.7.1 Retained Rolling Stock

The Company shall have the right to utilize rolling stock existing at the MPRF on the Contract Date, although all such rolling stock shall continue to be owned by the County. The Company shall identify in its Proposal any rolling stock that it will retain and utilize. The Company shall include in the base operating fee any and all costs associated with retaining, maintaining and, if deemed necessary during the Contract Term, replacing existing rolling stock equipment currently owned by the County and in use at the MPRF, which the Company elects to retain. These costs shall include all services, repair and maintenance costs. If the Proposer plans on replacing retained equipment during the Term of the Service Contract, the Proposer must identify in their Proposal when during the Term such replacement would take place and the estimated price of such equipment. Unless the Company proposes alternate size reduction and loading alternatives for the Type 13 loading operation that is deemed acceptable by the County, the Company shall, as a minimum, incorporate the cost of operating and maintaining the 973

track loader and the existing grapple excavator as equipment to be retained in the base operating fee.

4.7.2 Purchased Rolling Stock

The Company shall identify in its Proposal each new piece of rolling stock equipment that it will require for its operation and when such equipment will be obtained. The Company shall include in the Base Operating Fee any and all costs associated with maintaining such purchased rolling stock equipment. These costs shall include all services, repair and maintenance costs. All costs of replacing such equipment during the term of the Service Agreement, and the maintenance of such equipment, shall be borne by the Company. All equipment purchased shall be the property of the Company.

The specifications for new rolling stock (excluding fork trucks) shall require that:

- All equipment must comply with applicable emission requirements for the year purchased.
- Equipment shall include an oversized cooling system for working in dust enclosed buildings and in extreme conditions. When and if available, the equipment shall be retrofitted with automatic reversing cooling fans.
- Equipment shall include fully enclosed operator cabs with ammonia lock particulate filtration system.

4.8 Environmental Requirements

The Company shall operate the MPRF and mobile equipment both inside and outside the Facility in accordance with all applicable environmental codes, permits, regulations, guarantees, and the requirements set forth in Section 4.2 of this RFP and Appendix 2 of the Service Contract. The Site shall be kept free of litter, debris, and waste material. No waste or recovered materials shall be stored outdoors or in such a way that it could come in contact with storm waters. The MPRF and MPRF Site shall be kept clean and orderly and measures shall be taken to eliminate vector problems, including elimination of roosting places. Housekeeping measures shall be

implemented to limit dust accumulation. The Company shall be responsible for monitoring and record-keeping for the MCRC Title V Air Permit, water discharge permits, and underground storage tank registration.

The MPRF shall be operated and maintained to prevent emission of odors and pollutants. Ambient dust levels and odors inside and outside of the Facility, including equipment and building ventilation systems, must be in compliance with all OSHA standards, NJDEP and EPA air pollution control regulations, applicable permits, and the NJDEP-approved operating plan.

Process wastewater is currently processed through a filter box that discharges to an underground storage tank. The Company shall be responsible for periodically changing the filter media (recycled glass aggregate supplied by MCRC) and transporting the wastewater from the underground storage tank to an onsite leachate pump station operated by the MCRC. The leachate is currently trucked off-site by an MCRC vendor to a wastewater treatment plant for disposal. As referenced previously, the County is currently implementing a project for the design, construction and operation of a new leachate pre-treatment facility. The Company may continue to dispose of such wastewater with the County's leachate as long as the wastewater does not cause the leachate to exceed the influent limitations for the applicable treatment or pre-treatment plant.

The MCRC has a Spill Prevention Control and Countermeasure Plan and a Stormwater Pollution Prevention Plan. The Company shall ensure that the operation of the Facility meets the requirements of these plans. The Company shall also be responsible for conducting the inspection and recordkeeping requirements of the Spill Prevention Control and Countermeasure Plan for the Facility.

The Company shall prepare and implement a plan for the proper recovering, handling, storing and recycling of any and all Class I or Class II substances (chlorofluorocarbons) which may be present in refrigerators, freezers, air conditioners, etc., in accordance with all applicable federal, State, and local regulations.

The Company shall prepare and implement a plan to identify and isolate any waste containing polychlorinated biphenyls (PCBs), waste containing asbestos, and other hazardous materials delivered to the MPRF. The Company shall provide and adhere to a plan for notifying the County of the receipt of Hazardous Waste and identifying the hauler. The County will be responsible for removal of hazardous materials. On-site storage and dispensing of motor fuels and lubricants shall be implemented to preclude and contain all spillage in accordance with applicable regulations.

4.9 Methane Gas Monitoring

The MPRF is equipped with a methane gas detection system that continuously monitors for methane gas beneath the building slab. The Company shall be responsible for the operation and maintenance of the methane gas detection system.

4.10 Days and Hours of Operation

The MPRF will accept waste for processing in accordance with the following delivery schedule:

7:00 a.m. to 3:30 p.m. Monday through Friday

7:00 a.m. to 2:00 p.m. Saturday and recognized County holidays, other than those discussed below (NOTE: The County reserves the right to change Saturday hours to 7:00 a.m. to 12:00 Noon).

7:00 a.m. to 12:00 p.m. Memorial Day, Independence Day, and Labor Day

Waste will not be delivered to the Facility on three County holidays (New Year's Day, Thanksgiving Day, and Christmas Day) or Sundays.

4.11 Storage of Unprocessed Waste

The MPRF has the capacity to provide indoor storage of unprocessed waste in the event of equipment failure, transportation failure or any other unforeseen circumstance. In no event shall unprocessed materials be stored for more than 24 hours from its receipt. The tipping floor

shall be clean at the end of operation on Saturday. The Proposer shall implement a plan for handling the waste if an equipment, system and/or transportation failure exceeds 24 hours.

4.12 Baled Type 10 Waste Storage and Disposal

Baled Type 10 Waste shall be stored inside the MPRF in an area specifically designated for such storage. Baled Type 10 Waste shall not be stored in the MPRF for more than 24 hours, excluding those bales that may be processed after County hours on Friday or Saturday. The Company shall load baled Type 10 Waste onto County trailers. The County will transport the baled Type 10 Waste to the MCRC Balefill.

4.13 Handling of Hazardous and Other Unacceptable Waste

Hazardous and other Unacceptable Waste shall not be processed at the MPRF. Hazardous and other Unacceptable Waste delivered to the MPRF shall be set aside indoors in appropriate containers and isolated from other waste in the MPRF. The Company shall notify the County immediately upon discovery of Hazardous Waste and shall identify the hauler. The County will remove (or cause to be removed) such Hazardous and other Unacceptable Waste from the MPRF Site.

4.14 Mass Balance

The Company shall calculate a mass balance for the MPRF for each month. The balance shall include inputs of waste, materials being stored and those processed. The mass balance shall be calculated for the MPRF on a monthly basis and a copy submitted to the County, along with the monthly invoice for operations.

4.15 Personnel

The Company shall, at its cost and expense, provide all necessary personnel to perform the Contract Services in a professional and safe manner. The personnel shall receive baler operation and maintenance training through the baler manufacturer's representative and any other applicable regulatory requirements. The Company shall provide on-site managers at all

times when Company personnel are on-site. The managers shall also be present to accept all material and equipment deliveries as well as when subcontractors are working on-site. The on-site manager shall have the authority to direct the work force and be able to make operational decisions for the Company. This individual shall hold all training and processing credentials necessary to comply with the Company's own safety programs, the MCRC Health and Safety Manual and any other applicable regulatory requirements.

4.16 Utilities

The MPRF is currently served by potable water, fire service water and telephone utilities. The Company shall be responsible for arranging all the required connections and paying any costs with such connections and usage for these utilities. With the exception of the telephone utilities, any such costs shall be Pass Through Costs. The County will be responsible for arranging for electricity and the electricity account will be in the County's name. Electric bills will be paid directly by the County and the Company will not be responsible for the cost of electricity unless the Company exceeds the Maximum Electricity Utilization Guarantee (which guarantee shall not exceed 420,000 kWh per year).

4.17 Traffic Management

The Company shall implement a plan for traffic control of vehicles entering and departing the MPRF. Traffic control measures shall include lane delineations, signals, signs, and/or barriers. The Company shall provide for an appropriate queuing area for vehicles to prevent obstruction of the flow of on-site and off-site traffic.

4.18 Coordination of Activities with other Parties at the MCRC

The County, third party contractors, and various other parties currently work at the MCRC. These parties have projects, commitments, deadlines, and, in some cases, performance guarantees. The Company shall be aware that these other parties may be using the same MCRC facilities, roads, parking areas, entrances, exits, scales, and utilities as the Company and shall have access to use these services and facilities. The Company shall work to coordinate access and use of all services and, at no time, shall it cause a disruption in service that will prevent the other parties from utilizing the facilities and services at the MCRC.

4.19 Security for Performance

The Company shall be responsible for all financial obligations assumed under the Service Agreement. The County shall require the Company to provide a letter of credit in the amount of \$1 million to secure the Company's obligations. Such letter of credit must be obtained by the Company on the Commencement Date and maintained until 6 months following the expiration of the term. Additionally, in the event the Proposer proposes a parent guaranty, such guaranty shall be provided before or on the date the Service Agreement is executed.

4.20 Performance Guarantees

If the Company fails to meet the performance guarantees set forth in this Section, it will be liable to pay the performance damages, pursuant to Article XI of Appendix B of this RFP, as an element of the Service Fee described in Article XI of Appendix B of this RFP.

Performance guarantees include the following:

1. Maximum Utility Utilization Guarantee

During operation of the MPRF, the Company will be paid as an element of Pass Through Cost for utility consumption, excluding electricity (which will be paid directly by the County to the electricity supplier), up to the amount of its Maximum Utility Utilization Guarantee. The Company shall be responsible for the cost of utility consumption at the MPRF in excess of the Maximum Utility Utilization Guarantee for the types of utilities specified on Technical Proposal Form 1, contained in Appendix D.

2. Type 10 Waste Throughput Guarantee

During operation of the MPRF, the Company shall comply with the Type 10 Waste Throughput Guarantee. The Company guarantees that the MPRF shall receive, handle, bale and load: (i) at least 7,800 tons of Type 10 Waste per six-day work week during a daily operating period not exceeding 10 hours and (ii) at least 12,600 tons of Type 10 Waste per six-day work week during a daily operating period not exceeding 16 hours.

3. Baled Waste Density Guarantee

During operation of the MPRF, the Company shall comply with the Baled Waste Density Guarantee. This is the Company's guarantee that each baler with the exception of baler No. 4, shall produce bales of Type 10 Waste that have an average material density of not less than 52 pounds per cubic foot. Proposers are permitted to guarantee a density higher than 52 pounds per cubic foot and such higher guarantee will be a significant factor in the evaluation. With respect to baler No. 4, which shall only be used as a back up baler, the Baled Waste Density Guarantee shall be 45 pounds per cubic foot (or higher as proposed by Proposer) until replaced by the County, if applicable. The bales shall maintain their integrity during discharge from the baler, handling, transportation, and placement at the Balefill active face. Bales shall be wrapped with five wires provided, however, at time of placement, bales may be bound by a minimum of four wire wraps as long as such bales maintain their integrity.

4. Environmental Guarantee

During operation of the MPRF, the Company shall comply with the Environmental Guarantee. The Company shall operate the MPRF and mobile equipment both inside and outside the Facility in accordance with all applicable environmental codes, permits, regulations, and the requirements set forth in Sections 4.2 and 4.8 of this RFP and Appendix 2 of the Service Contract.

4.21 Contract Term

The term of the Service Agreement will be for 5 years with possible renewal options if permitted by Applicable Law.

5.0 COUNTY RESPONSIBILITIES

5.1 General

This Section provides a summary of the performance responsibilities and financial obligations that the County will assume in implementing the terms of the Service Agreement.

5.2 Receipt of Baled Type 10 Waste and Contracting Trucking Services for Transfer and Off-Site Disposal of Processed Type 13 Waste

The County shall be responsible for providing vehicles during normal MCRC operating hours to receive baled Type 10 Waste and to transfer such baled Type 10 Waste from the MPRF to the MCRC Balefill. The County will further be responsible for contracting for trucking services to transfer and dispose of processed Type 13 Waste.

5.3 Permits

The County will assume primary responsibility for obtaining and maintaining all permits required of NJDEP for providing the Contract Services. The Company will be required to provide, on a timely basis, all information required to obtain necessary permits and/or permit modifications. To the extent the County's solid waste permit must be modified for a Planned Capital Modification, the Company shall be responsible for the fees relating to such modification.

5.4 Ownership

During the term of the Service Agreement, the County will retain ownership of the Facility and all the County-owned equipment existing at the MCRC on the Contract Date that will subsequently be used by the Company, including any existing rolling stock. Any new rolling stock purchased by the Company for operation of the MPRF shall be the property of the Company. In addition, all improvements and additions made to County-owned equipment or the Facility and any fixed equipment the Company installs at the Site will become the property of the County. The Company shall, however, be responsible for operation, maintenance and repair of the equipment and the Site during the term of the Service Agreement. Any County owned rolling stock shall be returned to the County at the end of the contract term or whenever the Company no longer needs it for operations.

5.5 Oversight

The County will exercise oversight of the Company during the term of the Service Agreement to assure compliance with its provisions. The County may exercise oversight through formal designation of a County service coordinator who will be the liaison on a day-to-day, as-needed basis with the Company's Facility Manager. Monthly operations reports will be required which will contain all pertinent operating data on the performance of the Contract Services necessary to assure compliance with the terms of the Service Agreement. The County may perform an annual inspection to assure that the Facility is maintained in compliance with the terms of the Service Agreement.

5.6 Use of Scales

The County will operate the scale facilities at the gate of the MCRC from 7:00 a.m. to 3:30 p.m. Monday through Friday and 7:00 a.m. to 2:00 p.m. on Saturdays. (NOTE: The County reserves the right to change Saturday hours to 7:00 a.m. to 12:00 Noon). The hours do not reflect the modified hours of operation on official County holidays in Section 4.10 herein.

5.7 Rate Setting

The County will be responsible for setting rates and collecting payment for the deposit of waste at the MCRC. Neither the Company nor any of its employees may accept any money from any customers.

5.8 Balers

The MPRF operates with four Macpresse balers identified as MAC 1, 2, 3 and 4. During normal operations, MAC 1, 2 and 3 are used to bale waste. MAC 4 is only used when maintenance is being performed on the other balers, such as during a re-lining. MAC 3 was replaced with a new baler in 2010, and MAC 1 and 2 were replaced with new balers in 2012. All three of these new balers experienced cracking of the baler sides, which was never a problem with the old balers. At the time of the writing of this RFP, Macpresse was in the process of fabricating heavier replacement sides to correct the problem. The County is committed to ensuring that Macpresse corrects the cracking problem before the start of this new contract. The County had planned on replacing MAC 4, however, the location of MAC 4 is a hindrance to

operations and at current waste volumes its replacement is not critical for operations. The County decided that rather than replacing MAC 4 at its current location, installing a fifth baler in a different location within the MPRF would improve the efficiency of operations within the facility. The County is currently working on plans to install a fifth baler next to MAC 1 where the recycling conveyor is located. This new baler will be installed during the third contract year. The County has not yet decided whether or not MAC 4 will be removed at that time.

6.0 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

6.1 Submission Requirements

6.1.1 Proposal Submission; Timing of Submission; Number of Proposals to be Submitted

Proposals must be submitted by 10:30 a.m. (Eastern Time) on February 6, 2013. Seven (7) copies of the Proposal shall be submitted to:

Gerri C. Popkin
Purchasing Director
Monmouth County
Special Services Complex
300 Halls Mill Road
Freehold, New Jersey 07728
Phone: (732) 431-7370
Facsimile: (732) 431-7379

One copy of the Proposal documents must be clearly marked as the original and must contain the original signature forms and other original documents. The remaining 6 copies can be reproductions. Proposers shall number each set of documents in sequential order on the upper right corner of each cover.

All Proposals submitted will remain unopened until the deadline for submission of the Proposals has passed. At such time, all Proposals received will be opened and distributed to the Project Team for review.

The delivery of the Proposal to the County on the above date and prior to the time specified herein is solely and strictly the responsibility of the Proposer. The County shall not, under any circumstances, be responsible for delays caused by the United State Postal Service or any private delivery service, or for delays caused by any other occurrence.

6.1.2 Proposal Forms

The Proposal Forms specifically enumerate the requirements set forth in this RFP. A complete set of Proposal Forms shall be included in each Proposal.

Each Proposer must fill out all of the forms completely. Use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a Proposal. It should be noted that the failure to fully complete all applicable Proposal Forms by incorrectly providing that certain Proposal Forms (or portions thereof) are not applicable to a Proposal may result in a determination that the Proposal is unresponsive. To provide additional information, use separate sheets following the Proposal Form format.

In cases where a written price is used with a numeric price, the written price will govern.

6.1.3 Completeness

The Proposer must follow each and all of the instructions set forth in this Section in order for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposer’s Proposal meets the submission requirements of this RFP. The County reserves the right to reject any Proposal which, in its judgment, does not comply with these Proposal submission guidelines. In providing the information required within this Section 6.0 of this RFP, the Proposer should emphasize and should be responsive to the evaluation criteria described in this RFP.

6.2 Organization and Form of Proposal

6.2.1 Organization of Proposal

Proposals submitted in response to this RFP should consist of the following sections:

SECTION I: Executive Summary

SECTION II: Management Plan

SECTION III: Technical Qualifications and Experience

SECTION IV: Cost Proposal

SECTION V: Business Plan

SECTION VI: Alternative Proposal (if applicable)

6.2.2 Form of Proposal

The Proposer shall provide the appropriate information required for each section, in accordance with the following content and format requirements:

1. The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
2. The information provided shall identify the section of the RFP being addressed.
3. The Proposal shall be indexed and divided into sections and shall be prefaced with a table of contents.
4. The Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2-inch x 11-inch paper, except for figures or maps, which must be prepared at a larger size due to scale requirements in order to be legible. Oversize maps and figures greater than 11 inches x 17 inches shall be organized in appendices whenever possible.

6.3 Section I: Executive Summary

6.3.1 General Provisions

The Executive Summary shall summarize, in clear and concise language, the information contained in all other parts of the Proposal. The Executive Summary should be drafted so that it may be easily understood. The Executive Summary shall include one copy each of Business Proposal Forms 1-6 and 11-14, a copy of the Proposer's Business Registration and A-901 License, and the Proposal Bond.

6.3.2 Transmittal Letter and Signature Requirements

Together with each Proposal, the County must receive one transmittal letter, in the form attached as Business Proposal Form 1, copied onto the official letterhead of the Proposer acknowledging, among other things, that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of this RFP and such letter commits the Proposer, if selected, to carry out the provisions of the Proposal. Such letter must further state that (a) all information submitted in support of the Proposal is current, correct and complete; (b) all representations made are true; (c) the Proposal is provided fairly, without collusion, fraud or any

other action taken in restraint of free and open competition; (d) neither the Proposer nor the Guarantor (if applicable) is currently suspended or debarred from doing business with any governmental entity; (e) the Proposer has reviewed all of the engagements and pending engagements of the Proposer and the Guarantor (if applicable), and no potential exists for any conflict of interest or unfair advantage; (f) no person or selling agency has been employed or retained to solicit the award of the Service Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor (if applicable); and (g) the Proposer will, if chosen as the Selected Proposer, accomplish the scope of work in accordance with the provisions of the Service Agreement. Finally, the letter must designate a contact person for all communications to and from the County with respect to this RFP.

The transmittal letter must be signed by an officer of the Proposer's entity who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal. A certificate attesting to such authorization must be attached to the cover letter. If the Proposer is a partnership, the Proposal shall be signed in the name of each firm by one or more of the general partners. If the Proposer is a corporation, the authorized officer shall sign his/her name and his/her title beneath the full corporate name. Anyone signing the Proposal as an agent must file with the Proposal legal evidence of his/her authority to execute such Proposal.

All forms which require Proposer signatures shall be signed by the same individual(s) signing the transmittal letter.

6.3.3 Proposal Bond

A Proposal Bond in the amount of \$20,000, payable to THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS, must accompany the Proposal when submitted. Such Proposal Bond shall provide that if the Proposal is accepted and the Proposer is determined to be the Selected Proposer, then prior to the expiration or termination of said Bond, the Selected Proposer will enter into a Service Agreement with the County, or if the Selected Proposer shall fail to do so, said surety will pay to the County, as liquidated damages, the full amount of the Proposal Bond. At the option of the Proposer, the Proposal Bond may be a bond secured by a

guarantee of a surety company listed in the latest issue of United States Treasury Circular 570 and within the maximum amount specified in said circular and authorized to do business in the State, or an irrevocable, standby “letter of credit” from a bank with a credit rating from either Standard & Poor’s Corporation or Moody’s Investors Service of at least “A.”

Any Proposal Bond must be valid for a period of at least 60 days from the Proposal submission date. If the Service Agreement has not been executed prior to the expiration of the Proposal Bond, the County may require the renewal of the Proposal Bond for an additional period of time. No Proposal shall be considered unless accompanied by the required Proposal Bond. The form of the Proposal Bond which must be submitted is included in Appendix C.

The Proposal Bonds submitted by the Proposers shall be returned within 10 business days after execution of the Service Agreement by and between the County and the Selected Proposer.

6.3.4 Business Registration

The Proposer shall include with its Proposal a Business Registration Certificate as required by N.J.S.A. § 52:32-44 and as set forth in Business Proposal Form 15 hereto. Business Registration Certificates must also be included with the Proposal or if not with the Proposal, prior to contract award, for all participating firms named in the Proposal as a participant in performing the Contract Services.

6.3.5 A-901 License

The Proposer shall provide a valid A-901 License. Failure to provide a valid A-901 license shall be grounds for disqualification.

6.4 Section II: Management Plan

The Proposer shall submit a description of the Proposer’s approach and organizational structure for managing the operation and maintenance of the Facility. The Management Plan section must, at a minimum, address the requirements of the following subsections.

6.4.1 Staffing Plan

The Proposer shall determine and identify the staffing level to safely and properly operate and maintain the MPRF. A table of organization shall be provided for the operation and maintenance personnel to be employed in the MPRF. Job descriptions will be provided for all supervisory personnel. In narrative discussion, the Proposer shall describe its plans for hiring, staffing and training of operating and maintenance personnel; a plan to facilitate effective communication between supervisors and staff personnel; and a program to incentivize staff to meet County objectives.

6.4.2 Operation Plan

The Proposer shall provide a description of the operational procedures to be implemented in the MPRF. Descriptions shall address methods for receipt, handling, and processing Type 10 Waste and Type 13 Waste, coordinating with the County for loading bales of Type 10 Waste and coordinating with the County's contractors for transporting Type 13 Waste, removal of rejected waste, safety, security, and accommodating visitors at the MPRF, and procedures for compliance with operation, permit, environmental, and OSHA requirements. The Operation Plan shall also provide a description of the following:

- The number, responsibility and hours of shifts.
- Describe how the Proposer will maintain the Facility in a neat, clean and litter-free manner at all times, ensuring the operation of the Facility does not create impermissible odor, litter, noise, fugitive dust, vector or other adverse environmental effects.
- Describe how the Proposer will prepare for and manage emergencies that may arise at the Facility and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operations and maintenance.
- The Proposer shall review the current operator's Operation and Maintenance Manual and identify in summary form, as part of its Proposal, any modifications the Proposer would make to the content of the manual.

6.4.3 Rolling Stock Items

Based, in part, upon the equipment list provided in Compact Disc 1 attached to this RFP, the Proposer shall identify the existing rolling stock items at the MPRF that the Proposer intends to use to perform the Contract Services. The Proposer must include a narrative of the intended use of each piece of existing major rolling stock items and schedule for replacement and anticipated cost. The Proposer must also specifically identify and provide a description of each new piece of major equipment to be installed in or utilized by the MPRF indicating its estimated cost, expected performance, integration with other equipment in the MPRF, and the ability of such equipment to meet applicable environmental performance requirements. All rolling stock will be maintained, repaired and replaced by the Company at its cost and such costs may only be recovered through the Base Operating Fee.

6.4.4 New Baler Installation

The Proposer shall describe its plan to coordinate the installation of new balers, if any, in a manner that will minimize interference with the Company's performance requirements.

6.4.5 Maintenance, Repair and Replacement Plan

The Proposer shall describe its plan to provide or make provisions for all labor, materials, supplies, equipment, spare parts, and services which are necessary for the normal and ordinary maintenance of the Facility and to conduct predictive, preventive and corrective maintenance of the Facility as required by the Contract Standards. Based on the information regarding the Facility and related equipment attached to this RFP in Compact Disc 1 and Appendix 13 of the Service Contract, the Proposer shall describe its understanding of the existing MPRF equipment that will be maintained during the Service Agreement, as well as the intended inventory of spare parts. The Proposal shall include an equipment inventory list and expected schedule for maintenance, repair and replacement activities for each piece of major equipment and shall describe how the maintenance activities and spare parts will be tracked, reported and scheduled. The Proposal shall include a description of how the Proposer intends to meet the requirements for Facility equipment and rolling stock under Sections 4.6 and 4.7 of this RFP, respectively.

6.5 Section III: Technical Qualifications and Experience

This Section shall describe the qualifications and experience of both the organization and key personnel that will undertake the Contract Services.

6.5.1 Qualifications and Experience of Participating Firms

The Proposer shall provide information regarding experience managing projects with requirements similar to the Contract Services. The Proposer shall additionally provide information on the general expertise, experience, and reputation of the Proposer's team (Participant Firms), indicating that the Proposer is capable of executing the Contract Services consistent with the terms of its Proposal and the depth of experience and success in executing similar Contract Services. The Proposer shall describe specific projects and provide a list of references that the County may contact.

6.5.2 Qualifications and Experience of Key Personnel

The Proposer shall identify key personnel that will be assigned to this project and their roles. A description of the qualifications and experience of such key personnel shall be provided, as well as references, and will be a significant factor in the evaluation.

6.5.3. Regulatory Compliance

The Proposer shall describe its record of compliance with applicable regulatory requirements. The Proposer shall list any material violations of any applicable regulatory requirements, including any that resulted in fines over \$50,000.

6.6 Section IV: Cost Proposal

The Cost Proposal volume shall contain Business Proposal Forms 8-10.

6.7 Section V: Business Proposal

6.7.1. Financial Strength

The Proposer shall describe its financial strength. The Company shall provide consolidated balance sheets and income statement for the Company for the most recently completed fiscal year and quarterly period. If a Proposer wants to bolster its financial strength, it

may wish to consider obtaining a financial Guarantor. If a Proposer obtains a financial Guarantor, the Proposer shall describe the financial Guarantor's financial strength. Proposer will submit a Guarantor Acknowledgement signed by an officer of its parent or third party Guarantor, if applicable, in the form of Business Proposal Form 3. The Guarantor will be required to sign a Guaranty Agreement with the County in which it will unconditionally guarantee all of the financial and performance obligations of the Company under the Service Agreement.

6.7.2. Contract Exceptions

The Proposer shall mark-up the draft Service Agreement and identify areas where the Proposer takes exception, if any. As set forth in Section 1.6.1 above, the County may not conduct negotiations regarding the price and other material terms of the Draft Service Agreement with a Selected Proposer. Therefore, while Proposers are permitted to propose changes to the Draft Service Agreement, such changes shall be considered in the evaluation scoring and Proposers proposing significant changes run the risk of being deemed non-responsive

6.8 Section VI: Alternative Proposal

In addition to the Base Proposal, Proposers may submit an Alternative Proposal that includes capital improvements. In its Alternative Proposal, the Proposer shall describe its plans, if any, for Planned Capital Modifications. The Company shall be responsible for the cost and undertaking of all aspects of the installation of new equipment and Planned Capital Modifications as proposed as part of its Proposal. All such equipment and Planned Capital Modifications shall become the property of the County upon expiration of the Service Agreement (with no County payment). Recovery of the cost of any such improvements must be through the Base Operating Fee. The quality of any proposed new equipment or Planned Capital Modifications to be installed by the Proposer and potential cost (e.g. electricity, maintenance), environmental, operational and other impacts (both positive and negative) will be considered in the County's evaluation of Proposals. It must be noted that installation of new equipment, or any Planned Capital Modifications may require modifications to the County's solid waste permit. The fees (ranging from \$11,000 to \$77,000 depending on the extent of the installation) and any related application costs for modifications to the solid waste permit shall be the responsibility of

the Company. Any modifications to the County's solid waste permit during the term of the Service Agreement must be approved by the County. The County may withhold such approval at its sole discretion. The Company shall assume any risk related to obtaining modifications to the County's solid waste permit required for the installation of new equipment or Planned Capital Modifications. The Proposer shall provide duplicate Proposal Form as necessary to reflect an Alternative Proposal.

APPENDIX A

GLOSSARY

GLOSSARY

Capitalized terms in this RFP not defined herein shall have the meaning set forth in Section 1.1 of the Service Agreement.

“Board of Chosen Freeholders” means the five-member governing body of the County of Monmouth.

“MCRC Balefill” means the Phase III expansion of the MCRC landfill, which accepts baled Type 10 Waste.

“Project Team” means the group of County staff and professional consultants who have been appointed by the County to advise and act on the County’s behalf during the MPRF operation and maintenance services procurement process.

“Proposal” means a document submitted for evaluation in response to this RFP.

“Proposal Bond” means the proposal bond described in Section 6.3.3 of this RFP.

“Proposer” means a Company that submits a Proposal in response to this RFP.

“Selected Proposer” means the Company selected to execute the Service Agreement with the County after review of the submitted Proposals.

“Site” or “Facility Site” or “Project Site” means the 26-acre site located at the MCRC designated for the MPRF.

“Solid Waste” means all Types 10, 13, 23, 25 and 27 Waste (as defined by N.J.A.C. § 7:26-2.13).

“Solid Waste Management Plan” means the Solid Waste Management Plan of the County as in effect from time to time and approved by the NJDEP under the Solid Waste Management Act.

APPENDIX B

DRAFT SERVICE AGREEMENT

(To be provided via addendum)

APPENDIX C
BUSINESS PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1
PROPOSAL TRANSMITTAL LETTER

(To be typed on Proposer's Letterhead)

Gerri C. Popkin
Purchasing Director
Monmouth County
300 Halls Mill Road
Freehold, New Jersey 07728

Dear Ms. Popkin:

_____ (the "Proposer") hereby submits its proposal (the "Proposal") in response to the Request for Proposals for the Operation and Maintenance of the Materials Processing and Recovery Facility (the "RFP") issued by the County of Monmouth, New Jersey (the "County") on December 6, 2012.

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Proposal Form 2 is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.

3. Enclosed is a proposal bond submitted by _____ as Surety for the Proposer assuring that the Proposer will execute the Service Agreement with the County based on the RFP and the Proposal.

4. The Proposer's obligations under the Service Agreement will be guaranteed absolutely and unconditionally by _____, as evidenced by the Guarantor's acknowledgment certificate submitted as Proposal Form 3 (if applicable).

5. The letter of credit to be used as security for performance of the Service Agreement, will be provided by _____ (or another banking institution approved by

the County), as evidenced by such banking institution's letter of intent submitted as Proposal Form 4.

6. All firms that will be significant participants in providing services under the Proposal (the "Participating Firms") are identified in Proposal Form 5 and have provided copies of Business Registration Certificates and A-901 licenses.

7. The Proposer, the Guarantor (if applicable) and each other Participating Firm have submitted certain information required by the RFP by completing the Participating Firm Information in Proposal Form 6. To the best knowledge of the Proposer all such information is correct and complete and all representations made are true.

8. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in choosing the Selected Proposer and executing the Service Agreement.

9. The Proposal has been prepared fairly and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

10. Neither the Proposer, the Guarantor (if applicable) nor any Participating Firm is currently suspended or debarred from doing business with any governmental entity.

11. The Proposer has reviewed all of the engagements and pending engagements of the Proposer and the Guarantor (if applicable), and no potential exists for any conflict of interest or unfair advantage.

12. No person or selling agency has been employed or retained to solicit the award of the Service Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor (if applicable).

13. The contact person who will serve as the interface between the County and the Proposer is:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

14. The Proposer has carefully examined all documents comprising the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies,

equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the price set forth in the proposal forms.

15. The Proposer has reviewed and understands and agrees to be bound by the requirements of the RFP and all addenda thereto and, if chosen as the Selected Proposer, agrees to enter into a Service Agreement which reflects all substantive terms and conditions of the RFP and the Proposal.

16. The Proposer has initialed and executed the Proposal Items checklist attached hereto.

Name of Proposer

Name of Designated Signatory

Signature

Title

State of _____
County of _____

On this ___ day of _____, 2013, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the state of

(Seal)

(Name printed)

Residing at: _____

My commission expires: _____

PROPOSAL ITEMS CHECKLIST - RFP# REC-2013-1

↓ Items required with proposal Items submitted with
(Proposer's **INITIALS**)

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS
MANDATORY CAUSE FOR REJECTION OF PROPOSAL**

↓

- Proposal Bond or certified/cashier's check - See Business Proposal Form 7 _____
- Certificate from a surety company (Consent of Surety) _____
- Acknowledgement of receipt of addenda or revisions (if any) _____
- List of Designated Subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel) _____
- Statement of ownership _____
- Other: A901 License _____

**B. MANDATORY ITEM(S), REQUIRED NO LATER THAN
TIME PERIOD INDICATED**

- Copy of N.J. Business Registration Certificate – Proposer (Prior to Award, but effective at time of proposal) _____
- Copy of N.J. Business Registration Certificate - Designated Subcontractor(s) (Prior to Award, but effective at time of proposal) _____

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME
OF PROPOSAL MAY BE CAUSE FOR REJECTION**

- Non-collusion affidavit _____
- References _____
- Certified financial statement(s) _____
- Other: _____

D. OPTIONAL ITEM(S)

- Equal Employment Opportunity questionnaire _____

Print Name of Proposer: _____ Date: _____

Signed By: _____

Print Name & Title: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS

BUSINESS PROPOSAL FORM 2

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals to perform the Contract Services, as defined in the Request for Proposals issued by the County of Monmouth, New Jersey on December 6, 2012; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 2013.

(Affix Seal Here)

Clerk/Secretary

* **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.

BUSINESS PROPOSAL FORM 3

GUARANTOR ACKNOWLEDGMENT (if applicable)

(to be typed on Guarantor’s Letterhead)

_____ (the “Proposer”) has submitted herewith a Proposal in response to the County of Monmouth, New Jersey’s Request for Proposals for the Operation and Maintenance of the Materials Processing and Recovery Facility (the “RFP”). The RFP requires the Selected Proposer to enter into an agreement to perform the Contract Services, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in the RFP.

The Guarantor has reviewed the Proposer’s Proposal which will form the basis of the Service Agreement. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is selected for execution of the Service Agreement, and that it will execute a separate Guaranty Agreement in the form presented as an Appendix to the RFP.

The Guarantor further acknowledges that there will be no stated maximum dollar limitation or cap on the liability of the Guarantor under the Guaranty Agreement to pay any damages or other amounts that may be due the County on account of any non-performance by the Company under the Service Agreement.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 4
BANK LETTER OF INTENT

(to be typed on Bank's Letterhead)

Gerri C. Popkin
Purchasing Director
Monmouth County
300 Halls Mill Road
Freehold, New Jersey 07728

Dear Ms. Popkin:

_____ (the "Proposer") has submitted herewith a Proposal in response to the County of Monmouth, New Jersey's Request for Proposals for the Operation and Maintenance of the Materials Processing and Recovery Facility (the "RFP"). The RFP requires the Selected Proposer to enter into an agreement to perform the Contract Services, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in the RFP.

The Bank has reviewed the Proposer's Proposal which will form the basis of the Service Agreement. The Bank hereby expresses its intention (subject to the review of final terms and conditions) to issue on behalf of the Proposer, as security for performance under the Service Agreement, a \$1,000,000 direct payment letter of credit for the benefit of the County in the event the Proposer is selected for the execution of the Service Agreement.

Name of Bank

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 5
PARTICIPATING FIRMS

All firms that will be significant participants in providing services pursuant to the Proposal (the “Participating Firms”) are identified below. Such firms shall include, as applicable: (1) the Proposer; (2) the Guarantor; (3) the new company, if any, to be formed for the sole purpose of executing and performing the Service Agreement; and (4) any other significant participant.

(1)

(2)

(3)

(4)

Include a summary of the services and responsibilities of each Participating Firm, limited to one page or less in length for each firm.

Name of Proposer

Name of Designated Signatory

Signature

Title

BUSINESS PROPOSAL FORM 6
PARTICIPATING FIRM INFORMATION

This Proposal Form shall be completed separately for the Proposer, the Guarantor and each other Participating Firm.

1. Name in Full of Participating Firm: _____

Principal Business Address: _____

2. Principal Contact Person(s), and phone, fax and E-mail contact information:

3. Form of Business Concern: (Corporation, Partnership, Joint Venture, Other): _____

4. State in which organized, and date of organization: _____

5. If a partnership, give names of partners; if a corporation, give names of officers with authority to sign in name of corporation (or identify the location in any pre-printed materials submitted with the Proposal where such officers are identified):

NAME

TITLE

ADDRESS

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

6. All information and statements contained in the Proposal made by or concerning the Participating Firm are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in selecting the Selected Proposer and executing the Service Agreement.

7. The Participating Firm is committed to performing the services and undertaking the responsibilities which the Proposer has described as to be performed by the Participating Firm on Proposal Form 5.

8. To the best knowledge of the Participating Firm, the Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for services contemplated by the RFP.
9. The Participating Firm is not currently suspended or debarred from doing business with any governmental entity.
10. The Participating Firm has reviewed all of its engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.
11. To the best knowledge of the Participating Firm, no person or selling agency has been employed or retained to solicit the award of the Service Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor.
12. The Participating Firm is authorized to do business in the State of New Jersey.
13. The Participating Firm has filed all New Jersey and federal tax returns and paid all New Jersey and federal taxes required by law.

State Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

14. The Participating Firm is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Participating Firm to perform its obligations contemplated by the Proposal.
15. The performance of all obligations of the Participating Firm contemplated by the Proposal has been authorized by all required action of the Proposer, including any action required by any charter, by-laws, and partnership agreement, as the case may be, and any Applicable Laws which regulate the conduct of the Participating Firm's affairs.
16. The performance of all obligations of the Participating Firm contemplated by the Proposal does not conflict with and will not constitute a breach of or event of default under any charter, by-laws or partnership agreement, as the case may be, of the Participating Firm or any agreement, indenture, mortgage, contract or instrument to which the Participating Firm is a party or by which it is bound.
17. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Participating Firm wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Participating Firm of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Participating Firm, or any agreement or instrument entered into by the Participating Firm in connection with the transaction contemplated hereby.

18. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Participating Firm has been adjudicated to be in violation of any State or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.
19. The Proposer acknowledges and agrees that neither the County nor any of its affiliates, employees, agents, consultants, attorneys, representatives or contractors makes any representation or warranty as to the accuracy or reliability of any information or statements contained in the RFP, and releases and discharges the County and each such person from any and all claims which it has or may have arising out of any such information or statements.
20. The Participating Firm holds a valid Business Registration Certificate and A-901 license, copies of which are attached.

Name of Participating Firm

Name of Authorized Signatory

Signature

Title

BUSINESS PROPOSAL FORM 7

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF PROPOSER], as Principal (hereinafter the "Proposer") and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the Monmouth County, New Jersey (the "County"), as Obligee, in the sum of Twenty Thousand Dollars (\$20,000) lawful money of the United States of America to be paid to the County, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present; and

WHEREAS, the above-named Proposer has submitted or is about to submit to the County a Proposal to enter into an agreement to operate and maintain the Materials Processing and Recovery Facility as described in the Request for Proposals, dated December 6, 2012 (the "RFP"), issued by the County and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposal is accepted by the County, then the Proposer will enter into a Service Agreement in writing and give bond with surety acceptable to the County for the faithful performance of the Service Agreement within the time specified in the RFP, or any extension thereof agreed to in writing by the County. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to the County, as liquidated damages, the full amount of this Bond within 30 calendar days after receipt by Proposer and Surety of written notice of such failure from the County, which notice shall be given with reasonable promptness, identifying this Bond and the Materials Processing and Recovery Facility and including a statement of the amount due. Upon execution of the Service Agreement, this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for sixty (60) days from such date of submittal (unless extended) or until terminated as hereinafter provided.

If the Proposal is not accepted within such 60-day time period, or any extension thereof agreed to in writing by the County and the Proposer, then after written notice by the County of such non-acceptance, this Bond may be terminated by the Surety or Proposer upon written notice to each other and to the County by registered mail at least 10 days prior to the termination date specified in such notice. Upon the giving of such notice, the Surety shall be discharged from all liability under this Bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of New Jersey.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the RFP.

IN WITNESS WHEREOF, the Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agents or representatives.

Signed and sealed this _____ day of _____, 20__.

SURETY
[NAME OF SURETY]

PROPOSER
[NAME OF PROPOSER]

Name

Name

Name of Authorized Signatory

Name of Designated Signatory

Signature

Signature

Title

Title

BUSINESS PROPOSAL FORM 8

**SERVICE FEE;
ADJUSTMENT OF SERVICE FEE**

The proposal items set forth herein are as defined in the Service Agreement in Appendix B, Article XI and are quoted in U.S. dollars as of the Proposal submittal date. This Service Fee will be adjusted (up or down) in accordance with the Operation Price Index (subject to the Adjustment Factor Modifier, if applicable) as set forth in the Service Agreement and as set forth in this Proposal Form.

Write the base fee amounts in words on the first line. Use numbers to state the same fee amounts on the second line.

1. Base Operation Fee (BOF=B100F)

B100F (annual Type 10 Waste base operating fee processing of 310,000 tons of Type 10 Waste)

_____ dollars per year
\$_____ per year

The deduct to be applied to the annual Type 10 Waste Base Operating Fee if the County removes the requirement that the Company be responsible for the first \$20,000 of costs incurred to clean-up, remove, transport, and dispose of Hazardous Waste delivered to the MPRF as stated in Appendix B, subsection 6.9 (B).

_____ dollars per year
\$_____ per year

2. Excess Operation Fee (Type 10 Waste only)

\$_____ per ton for each ton above 310,000 tons per year and equal to or below 360,000 tons per year

\$_____ per ton for each ton above 360,000 and below or equal to 403,000 tons per year

\$_____ per ton for each ton above 403,000 tons per year

3. Type 13 Operating Fee

\$_____ per ton for each ton of Type 13 Waste processed by the Company.

4. Adjustment Factor Modifier

The Service Fee will be adjusted in accordance with Appendix 6 to the Service Agreement. The County recognizes that a Proposer may be able to lock in pricing or otherwise control costs such that its actual costs escalate less than general inflation. Therefore, the County is providing Proposers the opportunity to propose to escalate its price at less than 100% of the Operation Price Index by proposing an Adjustment Factor Modifier of less than 100%. The Adjustment Factor Modifier shall be ____% (no greater than 100%).

Name of Proposer

Signature

Title

BUSINESS PROPOSAL FORM 9

ITEMIZED BASE OPERATION FEE

(FOR INFORMATIONAL PURPOSES ONLY)

Type 10 Waste Baling Operation

1.	<u>Labor</u>	<u>Number</u>	<u>Hourly Rate</u>	<u>Annual Cost</u>
a.	Front-end Loader Operators	_____	_____	\$_____
b.	Forklift Operators	_____	_____	\$_____
c.	Grapple Operators	_____	_____	\$_____
d.	Other Equipment Operators	_____	_____	\$_____
e.	Maintenance Personnel	_____	_____	\$_____
f.	Supervisor/Management	_____	_____	\$_____
g.	Office/Clerical Personnel	_____	_____	\$_____
h.	Clean-up Personnel	_____	_____	\$_____
i.	Floor Spotters/Laborers	_____	_____	\$_____
j.	Other (detail on a separate sheet)	_____	_____	\$_____
	Subtotal	_____		\$_____

2.	<u>Maintenance - Materials</u>			
a.	Supplies			\$_____
b.	Spare Parts			\$_____
c.	Equipment Reserve Sinking Fund			\$_____
d.	Other (detail on separate sheet)			\$_____
	Subtotal			\$_____

- 3. Contracted Services (detail on separate sheet) \$ _____
 - 4. Letter of Credit \$ _____
 - 5. Other (detail on separate sheet) \$ _____
- TOTAL TYPE 10 WASTE BASE OPERATION FEE \$ _____

Name of Proposer

Signature

Title

BUSINESS PROPOSAL FORM 10

ESTIMATED COST OF MAJOR EQUIPMENT

Identify on this form each piece of major equipment to be procured and paid for by the Company and the corresponding estimated cost and date of delivery of such equipment.

<u>Equipment (make/model)</u>	<u>Estimated Cost</u>	<u>Estimated Date of Delivery</u>
-------------------------------	-----------------------	-----------------------------------

Name of Proposer

Signature

Title

BUSINESS PROPOSAL FORM 11

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ANY)

MONMOUTH COUNTY (RFP # REC-2013-1)

**MATERIALS PROCESSING AND RECOVERY FACILITY
OPERATION AND MAINTENANCE AGREEMENT**

Bidder has examined and carefully studied the RFP, the other related data identified in the RFP, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Proposer

Signature

Title

BUSINESS PROPOSAL FORM 12

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The BIDDER is (check one):

- Individual Partnership P.A. P.C. L.L.C.
 L.L.P.
 Corporation Joint Venture Other (specify): _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Bidder.

OR

The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder or any listed entities are as follows:

NAMES:

ADDRESSES:

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder or any listed entities.

NAME OF BIDDER: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE : If an entity owns a 10% or greater interest in the Bidder, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

BUSINESS PROPOSAL FORM 13

NON-COLLUSION AFFIDAVIT

MONMOUTH COUNTY (RFP # REC-2013-1)

**MATERIALS PROCESSING AND RECOVERY FACILITY
OPERATION AND MAINTENANCE AGREEMENT**

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

I, _____ of the City of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

the proposer making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling _____ agencies _____ maintained _____ by _____ for the purpose of securing business.

(N.J.S.A. 52:34-15) (NAME OF CONTRACTOR)

Subscribed _____ and _____ sworn _____ to

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20__.

Notary Public of
My commission expires _____, 20__.

BUSINESS PROPOSAL FORM 14

EQUAL OPPORTUNITY QUESTIONNAIRE

MONMOUTH COUNTY (RFP # REC-2013-1)

**MATERIALS PROCESSING AND RECOVERY FACILITY
OPERATION AND MAINTENANCE AGREEMENT**

YES OR NO

1. Our Company has a current federal affirmative action plan approval.
If yes, please submit a copy of said approval. _____
2. Our Company has a New Jersey State Certificate of Employee Information
Report. If yes, please include copy. _____
3. We do not have a current Federal Plan Approval or State Certificate.
If we are awarded a contract, please send us Form AA-302
(Employee Information Report) for completion. _____

PLEASE NOTE:

One of the above **MUST** be submitted **IF YOU ARE THE SUCCESSFUL
BIDDER AND RECEIVE THE AWARD. THIS IS REGARDLESS OF THE
NUMBER OF EMPLOYEES YOU HAVE.**

NAME: _____

SIGNATURE: X _____

TITLE: _____

DATE: _____

**THIS FORM SHOULD BE COMPLETED, SIGNED AND RETURNED WITH YOUR
BID**

Acknowledged and Sworn Before Me

This _____ Day of _____, 20__.

Notary Public

My Commission Expires _____, 20__.

BUSINESS PROPOSAL FORM 15

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS – NON-CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the vendor. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its 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” (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.


A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. of section 92 of P.L. 1977, c.110 (N.J.S.A. 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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

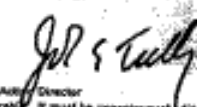
Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 732 TRENTON, N.J. 08646-0212
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Acting Director</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

APPENDIX D
TECHNICAL PROPOSAL FORMS

TECHNICAL PROPOSAL FORM 1

**GUARANTEED MAXIMUM UTILITY UTILIZATION
AND MAXIMUM OPERATING PERIOD INSURANCE**

Utility utilization shall be based on receiving and processing 310,000 tons per year of Type 10 Waste. Provide a guaranteed maximum incremental usage/generation for an increase in the waste quantity as identified below.

1. Water Usage

a. gal/yr (excluding fire water) 1a) _____

b. incremental usage per 10,000 tons received (gal) 1b) _____

2. Maximum Electricity Utilization Guarantee (which shall not exceed 420,000 kWh/yr)

a. kWh/yr 2a) _____

b. incremental usage per 10,000 tons received (kWh) 2b) _____

3. Maximum Operating Period Insurance (excluding increases in insurance due to the Company's negligence or fault) for First Twelve Months Following Commencement Date

\$ _____

Name of Proposer

Signature

Title

TECHNICAL PROPOSAL FORM 2

DENSITY OF BALES

The minimum density guarantee is 52 lbs per cubic foot for baler nos. 1, 2 and 3. For baler no. 4, the minimum density guarantee is 45 lbs per cubic foot. Proposer is permitted to propose density levels higher than the minimum density guarantees. Any higher density guarantee will be a significant factor in the evaluation of the Proposals.

The Proposer guarantees to meet the density guaranty of _____ pounds per cubic feet for baler nos. 1, 2 and 3, and _____ pounds per cubic feet for baler no. 4 (not to be less than 52 pounds per cubic foot for baler nos. 1, 2 and 3, and 45 pounds per cubic feet for baler no. 4).

Name of Proposer

Signature

Title

APPENDIX E
DESCRIPTION OF MPRF

APPENDIX E

DESCRIPTION OF MPRF

Process Flow:

The Monmouth County Materials Processing and Recovery Facility (MPRF) was built to process all of the Type 10 (municipal solid) and Type 13 (bulky and C&D) wastes generated within the County. Construction of the MPRF began in 1995 and the first waste was processed on October 31, 1996. The MPRF is designed to process an average of 1,300 tons per day of Type 10 waste and 300 tons per day of Type 13 waste. Peak processing of Type 10 waste could achieve almost 3,000 tons per day throughput throughout a multiple shift period. The MPRF has received deliveries of waste in excess of 2,700 tons on a single day. The processing, as designed, consisted of recovering recyclables from the Types 10 and 13 wastes, baling the Type 10 residue waste and transporting the bales to the on-site balefill, loading the Type 13 residue for transfer to a landfill, and loading the recovered materials for transport to markets.

The tipping floor for the MPRF is sized to allow the receipt and storage of up to 5,000 tons of MSW. This is 3,400 tons in excess of the average daily tonnage delivered of 1,600 tons of waste anticipated to be delivered each day.

Normal operation is designed and intended for a process period of 8-10 hours, within a 24 hour operating day. Taking into account extended hours, double shifts, and spare equipment, capacity is more than two times the anticipated tonnage.

Vehicles delivering waste to the MPRF are required to pass through the County operated scales. The vehicles are weighed, identified by waste type, and sent to the MPRF. After leaving the scales, the type 10 and type 13 trucks drive around the MPRF complex to the Tipping Floor entrance doors #26 and #27, each of which is a 16 foot by 30 foot overhead on the North side of the building. MPRF personnel then direct drivers to the appropriate area for unloading. Approximately 10 to 15 trucks can be unloading within the building, requiring approximately 5 to 15 minutes per load. During peak receiving periods, vehicles waiting to unload are queued on the roadway along the northwest fence line of the MPRF. Once unloaded, the vehicles proceed out the two 16 foot by 30 foot overhead doors (doors # 20 & 21).

The two waste types, Type 10 and Type 13, are handled separately throughout the entire process. The Type 13 waste is unloaded in the Northeast corner of the tipping floor. The Caterpillar[®] 973 track loader grapple then crushes and compacts the pile and moves it to a staging area to be loaded into empty transfer trailers.

The Type 10 waste is moved to the MSW baler feed piles where front end loaders mix and blend the waste pile to provide a uniform in-feed. After final inspection of the feed piles, two grapples are used to load waste onto the baler in-feed conveyors. The in-feed conveyors pass through a fire rated wall, which separates the tipping floor from the bale processing floor, and dumps the MSW into the baler hoppers.

The MSW process line consists of four in-feed conveyors:

Equipment Description	Vendor	Dimensions	Speed	Tons/Hr
CM-100	Hustler	60" W x 61.2' Long Steel Belt Conveyor	5-20 FPM	25/50
DM-100	Hustler	60" W x 61.2' Long Steel Belt Conveyor	5-20 FPM	25/50
EM-100	Hustler	60" W x 61.2' Long Steel Belt Conveyor	5-20 FPM	25/50
FM-100	Hustler	60" W x 61.2' Long Steel Belt Conveyor	5-20 FPM	25/50

The four in-feed conveyors discharge into the four MSW Macpresse 112W balers:

Equipment Description	Vendor	Comments	MFG.	Tons/Hr
MAC-1	Sierra	150 HP MSW Baler with Hydraulic System	Macpresse	50-65
MAC-2	Sierra	150 HP MSW Baler with Hydraulic System	Macpresse	50-65
MAC-3	Sierra	150 HP MSW Baler with Hydraulic System	Macpresse	50-65
MAC-4	Sierra	150 HP MSW Baler with Hydraulic System	Macpresse	50-65

Each Macpresse 112W baler consists of the following major components:

1. Loading Hopper
2. Compacting Trolley
3. Counter-pressure Channel
4. Needle Unit
5. Binding Group
6. Hardox Side and Floor Plates
7. Hydraulic Circuit
8. Electrical Plant, Baler Control Room and PLC

The four Type 10 balers can handle 3,200 tons in a 16-hour period, with a peak design capacity of up to 3,700 tons. This is sufficient to handle the peak requirement of 5,000 tons over two days. Three baling units are normally in operation at a time. Should maintenance be required on one or more of the balers, waste would be directed to the spare baler.

The bales are removed from the baler discharge ramps by the use of forklifts and either placed onto the County operated flatbed trailers or stored on the processing floor. County personnel transport full trailers to the balefill for disposal. The County vehicles exit the processing floor via the south side 16 foot by 16 foot overhead doors on the south side of the facility (Doors # 15 & 14).

Balers:

The MPRF operates with four Macpresse balers identified as MAC 1, 2, 3 and 4. During normal operations, MAC 1, 2 and 3 are used to bale waste. MAC 4 is only used when maintenance is being performed on the other balers, such as during a re-lining. MAC 3 was replaced with a new

baler in 2010, and MAC 1 and 2 were replaced with new balers in 2012. All three of these new balers experienced cracking of the baler sides, which was never a problem with the old balers. At the time of the writing of this RFP, Macpresse was in the process of fabricating heavier replacement sides to correct the problem. The County is committed to ensuring that Macpresse corrects the cracking problem before the start of this new contract.

The County had planned on replacing MAC 4, however, the location of MAC 4 is a hindrance to operations and at current waste volumes its replacement is not critical for operations. The County decided that rather than replacing MAC 4 at its current location, installing a fifth baler in a different location within the MPRF would improve the efficiency of operations within the facility. The County is currently working on plans to install a fifth baler next to MAC 1 where the recycling conveyor is located. This new baler will be installed during the third contract year. The County has not yet decided whether or not MAC 4 will be removed at that time.

Air Handling System:

The air handling system consists of 8 ambient dust collection units (F1M-340 to F8M-340), and one cyclone baghouse dust collector (PBM-301).

Equipment Description	Vendor	Dimensions
F1M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F2M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F3M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F4M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F5M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F6M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F7M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
F8M-340	New York Blower	100 HP, 1770 RPM, Belt Drive, 45,000 CFM
PBM-301	MAC Equipment	MAC Model MCF Radial Inlet Cyclone Filter

F1M-340, F2M-340 and F3M-340 pull exhaust air from the north side of the tipping floor through a common duct and discharge through a common stack. Each fan box is equipped with a particulate filter. F4M-340, F5M-340 and F6M-340 pull exhaust air from the south side of the tipping floor through a common duct and discharge through a common stack. Each fan box is equipped with a particulate filter as well as a carbon filter. F7M-340 and F8M-340 pull exhaust air from processing floor through a common duct and discharge through a common stack. Each fan box is equipped with a particulate filter as well as a carbon filter. The cyclone baghouse, PBM-301, pulls air from dust collection inlets located over the baler in-feed hoppers, as well as conveyor discharge chutes from the sorting station process line.

Sorting Station:

The MPRF was built with a sorting system to process the waste from the municipalities exhibiting lower performance in the recovery of recyclable materials. The sorting system was

designed to process 400 tons per day of raw Type 10 waste. The sorting operations included manual recovery, a magnet to recover ferrous materials, and a baler to bale the recovered materials. The sorting system ceased operations on August 1, 1998 due to a lack of recoverable recyclables in the waste stream, the poor quality of the recovered materials, and the cost of operation as it related to a small return on the recovered materials. The sorting operation equipment has been removed from the MPRF, with the exception of the in-feed conveyors.

The in-feed conveyors (AM-100 & BM-100) were manufactured by Hustler Conveyor Company. They are 60-inch wide, inclined, metal pan conveyors with staggered cleats and four foot high metal side skirts. Each conveyor has a 15 horsepower motor, a gear reducer, a roller chain and sprockets. They are equipped with automatic oilers and fire suppression sprinklers.

Facility Details:

The facility administration building is located on the northeast side of the MPRF, adjacent to the Type 13 storage bunkers and push wall. The 24,000 square foot administration building consists of 3 levels, each having a footprint of approximately 8,000 square feet. Adjoining the administration building is a 3,500 square foot maintenance shop. On the first floor of the administration building there is an employee lunch room, men's and women's bathrooms and locker rooms, men's and women's showers, and a mechanical room containing hot water heater, boiler, and fire suppression jockey pump. The second floor of the administration building is used as the Delta Management personnel offices. This space is approximately 6,500 square feet and includes 5 offices, a conference room, employee lunch room, and men's and women's bathrooms. The third floor includes County offices, consultant offices, storage rooms, lecture rooms, air conditioning units, and mechanical/electrical rooms. There is also approximately 600 linear feet of viewing galleries on the third floor. Occupancy or use of the third floor is currently not permitted.

Miscellaneous Systems:

Methane Monitoring System:

The MPRF has a continuous methane gas monitoring system and associated alarms. The building is also equipped with channels underneath the tipping and processing floors to prevent methane accumulation.

Fire Suppression System:

The MPRF's fire suppression system was designed by Allied Fire Protection Systems Inc., and consists of a dry line, water based sprinkler system. The system is supplied by city water, and includes a Clarke DDFP Series Engine, fire pump controller, and Jockey pump controller.

Staffing:

Delta Management currently has a staff of approximately 28 people on the day shift. This includes approximately 5 front-end loader and grapple operators, 2 spotters, 7 forklift operators, 2 laborers, 4 baler operators, 3 maintenance personnel, 2 supervisors, 2 office personnel, and 1 plant manager.

APPENDIX F
REGISTRATION FOR UPDATES

COUNTY OF MONMOUTH

REGISTRATION

PROJECT ENTITLED: Operation and Maintenance Agreement for a Materials Processing and Recovery Facility at the Monmouth County Reclamation Center.

The Proposer, _____, as designated below hereby wishes to receive any updates for the Request For Proposals and its appendices for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

NOTE: As set forth in Section 1.6.5 this completed form must be submitted to the parties identified in Section 1.5 to ensure that the Proposer receives all addenda/notices related to this RFP.

APPENDIX G
EQUAL EMPLOYMENT OPPORTUNITY AND ADA LANGUAGE

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

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.

In conforming with the targeted 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, race, 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.

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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.