



*Barbara Jo Crea, Director*  
*Gary Quinn, Deputy Director*  
*Virginia E. Haines, Commissioner*  
*John P. Kelly, Commissioner*  
*Frank Sadeghi, Commissioner*

*Tristin J. Collins, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*

*County of Ocean*  
*Administration Building*  
*101 Hooper Avenue*  
*Toms River, NJ 08754*

***BID***

***HOUSEHOLD HAZARDOUS WASTE AND DEPARTMENT WASTE  
DISPOSAL***

***2024***

***ADVERTISEMENT DATE: October 2, 2024***  
***OPENING: October 22, 2024, 11:00 am***

***Bid Category: 18- Miscellaneous Commodities and Services***

## *Notice to Bidders*

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **HOUSEHOLD HAZARDOUS WASTE AND DEPARTMENT WASTE DISPOSAL** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, October 22, 2024 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**BARBARA JO CREA**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***Contact Information and Project Timeline***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Jessica Hannold**

Senior Buyer

101 Hooper Ave.

Room 224

Toms River, NJ 08753

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2103](tel:(732)929-2103)

**Department:**

Solid Waste Management

### **Timeline**

|                         |   |
|-------------------------|---|
| <b>Advertising Date</b> | October 2, 2024   |
| <b>Bid Opening Date</b> | October 22, 2024, 11:00am<br>Administration Building, 101 Hooper Ave.,<br>Room 119, Toms River, NJ, 08753 |

## ***Important Instructions for Electronic Submittal***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

**It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.**

## ***Instructions to Bidders***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, October 22, 2024.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

**NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".**

***Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available***

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

**Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

### **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

### **Quantities**

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

### **Delivery of Goods and Services**

Delivery of items shall only be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

### **American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

### **Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

### **NJ One Call**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

### **Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

All Certified Payrolls for Public Works Projects **must** be submitted online via the New Jersey Wage Hub website which can be accessed through the following link: <https://njwages.nj.gov/>. Certified payrolls must be submitted within ten (10) days of the payment of wages for each pay period, **both** online via New Jersey Wage Hub and hard copy to the contracting unit.

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a

calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Disclosure of Investment Activities in Iran**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

### **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

### **Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

**Open Public Records Act (OPRA)**

**\*\* ATTENTION\*\***

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

**County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:  
**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

## ***Award Method***

Contract will be awarded on a line item basis, except for Section I, which will be awarded on a lump sum basis.

## *Vendor Questionnaire*

### **OpenGov Vendor Account Verification\***

I have verified that I am logged into OpenGov using an **account name** that corresponds to the **Tax ID number** and **Business Name** used throughout all documentation in this solicitation. I further understand that should my company be awarded a contract with Ocean County, the company information listed on in the **Contract Information Field** will be used to generate all contract documents.

Please confirm

\*Response required

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#).

Yes

No

\*Response required

### **BID SECURITY\***

#### **PHYSICAL HARD COPY BID SECURITY INSTRUCTIONS:**

Upload a copy of your Bid Security. Bid Security shall be in the form of a cashier's check, certified check, or bid bond.

**Original Hard-Copy Bid Security must be received by 11:00 am prevailing time on Tuesday, October 22, 2024 or your submission will be rejected.**

#### ***BID BOND MUST BE LABELED WITH THE TITLE AND DATE THE BID IS DUE***

**EXAMPLE: BID BOND FOR HOUSEHOLD HAZARDOUS WASTE AND DEPARTMENT WASTE DISPOSAL OPENING ON Tuesday, October 22, 2024**

Original may be mailed or hand delivered to:

Clerk of the Board  
Ocean County Administration Building  
101 Hooper Avenue, Room 328  
Toms River, NJ 08753

Bid Security may also be hand delivered at the public bid opening and may not be received after 11:00 am prevailing time on Tuesday, October 22, 2024.

The County is not responsible for late submissions and no consideration will be made for bid security received after the date and time stipulated in the Notice to Bidders **even if you have completed your bid online.**

**If the original bid security is not received by the date and time stipulated in the Notice to Bidders, your submission will be rejected.**

#### **ELECTRONIC BID SECURITY INSTRUCTIONS:**

If your company is using the electronic bond verification, please upload a digital copy of the confirmation of the filing of the electronic bond then proceed to Question #4, "Electronic Verification of Bid Security" to input your bond's serial number.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

\*Response required

**Electronic Verification of Bid Security\***

The County has accounts with two (2) online Bid Security programs: Surety2000 and Tinubu. Use of these platforms is fee-based and bidders can utilize either platform to obtain an electronically issued, verified and legal bid bond which can be used for bidding purposes. *No bid bond can be created by the bonding agent on the site without the Surety agency being fully aware of that bond.* Only agents appointed directly by the Surety agencies can issue bid bonds electronically.

To use Surety2000, please use this link to access the site: [www.surety2000.com](http://www.surety2000.com).

To use Tinubu, please use this link to access the site: [www.tinubu.com/ebonding](http://www.tinubu.com/ebonding)

You must complete all necessary steps to log in to the site and obtain the bid bond.

**Bond Identifier:**OCHW24

***USE THIS CODE WHEN EXECUTING YOUR BID BOND.***

Once an official bid bond is issued, use the space below to input your company's E-Bond Serial Number.

The number will look like this from Surety2000: **SNJ5185268**

The number will look like this from Tinubu: **1234-4567-7891-0123**

*This number will then be used at the bid opening to verify your company's bid bond.*

**If you are not using this method for Bid Security submission please write "N/A" in the field provided.**

Please note that the County is **not responsible** for late submissions and no consideration will be made for bid security received after the date and time stipulated in the Notice to Bidders *even if you have electronically submitted your bid on time.*

***If the original bid security is not able to be verified by the date and time stipulated in the Notice to Bidders, your submission will be rejected.***

\*Response required

**CONTRACT INFORMATION\***

Should your company be awarded a contract with Ocean County, please provide the contact name and physical mailing address where the contract documents should be mailed. *(no email addresses, please!)*

\*Response required

**Confirmation of Understanding of Bid Security\***

Accompanying this Proposal is a guarantee payable to County of Ocean for 10% of the total bid, not to exceed \$20,000, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if contract is awarded to the undersigned and the undersigned shall fail to execute the contract or shall fail to furnish the Performance Bond and Payment Bond required, within the stipulated time, otherwise said check will be returned to the undersigned.

***By Confirming, Bidder understands that Bid Security in the amount of 10% of the total bid not to exceed \$20,000 must be received by the date and time stipulated in the Notice to Bidders and that failure to supply the Bid Security is automatic cause for rejection of the bid.***

Please confirm

\*Response required

**BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

**FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.**

***Please note: The County's preferred method of submission is DocuSign.***

[Click here to go to the form](#)

\*Response required

**Copy of Bidder's Certificate of Employee Information Report**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

**QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

\*Response required

**Contractor's Data Sheet\***

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

Please download the below documents, complete, and upload.

- [CONTRACTORS\\_DATA\\_SHEET\\_and\\_...](#)

\*Response required

**USEPA Hazardous Waste ID and NJDEP Hauling Permit**

Prior to award of the contract the contractor shall certify and provide the County evidence of the following:

1. A valid U.S.E.P.A. Identification Number for the transportation of hazardous waste.
2. A valid license from the New Jersey State Department of Environmental Protection to collect and transport hazardous waste.

**Permits and Certifications\***

The bidder **must** submit with the bid the following documents and provide the Purchasing Department with all **current permits and certifications as required** by existing New Jersey State Laws and Regulations for the bidder and any designated subcontractors:

**Solid Waste Haulers Permit**

**Certificate of Public Convenience and Necessity**

**A-901 Approval**

The final disposal facility **must** be identified in the bid. Notification shall be provided to the County of any change in disposal facility by the successful bidder. **Disposal of collected waste must be in accordance with the Ocean County District Solid Waste Management Plan.** The County reserves the right to approve of any change in disposal facility. If the successful bidder chooses to source the waste through a transfer station before final disposal both the transfer station and final disposal facility must be identified.

\*Response required

\*Response required

### **Registered Vehicle List**

Prior to award of the contract the contractor shall certify and provide the County evidence of the following: Properly registered vehicles to be used by the contractor to transport hazardous waste from the site.

### **OSHA Training**

All employees working on household hazardous waste days must complete forty (40) hours of OSHA training. A copy of the certification of each of the employees must accompany the bid or be provided prior to award and a daily log of employees staffing each HHW day will be maintained for each event during the contract year.

*This is only required if bidding on Section I or Section II.*

### **Technical Approach**

The bidder shall submit a site specific technical approach with the bid including:

1. Types and sizes of equipment
2. Proposed methods of handling and loading

Technical approach shall be required before contract award.

*This item is required ONLY if bidding on Sections I or IV.*

### **Health and Safety Plan (HASP)**

A detailed Health and Safety Plan (HASP) shall be submitted with the bid proposal. If not submitted with bid, it shall be required prior to contract award. This document shall include basic procedures for on-site personnel, to minimize their personal injury, illness and the potential for environmental impairment associated with the contract. This document should be site specific.

A detailed Health and Safety Plan must be submitted to minimize personal injury and environmental impairment.

1. a list of personal protective equipment
2. designation of a Health and Safety Officer
3. preparation of Accident Reports if they occur

*This is only required if bidding on Sections I or IV.*

### **Spill Prevention Contingency Plan (SPCP)**

The bidder shall submit a Spill Prevention and Contingency Plan (SPCP) with the bid, or prior to award, that shows how he will be prepared at all times during the course of work on site, to prevent, control and clean up spilled substances.

*This is only required if bidding on Section I or IV.*

**Safety Equipment List**

Bidders must list the safety equipment they intend to use or have available on site with the bid, or prior to award. The safety equipment list should include, but not be limited to, the following:

Full-Face - Air Purifying Canister Equipped Respirator (MSHA1/NIOSH approved)

Disposable Canisters for Respirators

Decontamination Equipment

Chemical-Resistant Clothing (overalls and long-sleeved jacket; coveralls, hooded, one or two piece chemical-splash suit, disposable chemical resistant coveralls)

Disposable Latex Surgical and PCB Resistant Rubber (E.g. Neoprene, chlorpel) Gloves

Disposable Boots - Chemical Resistant

Boots - Chemical Resistant, Steel Toe Shank

Hard Hats (Face Shield)

Rain Gear

Emergency Eye Wash (Shower)

Acid Resistant Suits

Drum Warning Labels

Safety Goggles

Emergency Oxygen

Fire Extinguishers

First Aid Equipment

Aid Base Solution Kits

Amyl Nitrate (for Cyanide poisoning)

Telephone and/or 2 Way Radio Communications (Intrinsically Safe)

The safety equipment shall meet level criteria protection where applicable.

***This is only required if bidding on Sections I or IV.***

**EMERGENCY RESPONSE - SCHEDULE A - ITEM 33**

Please download the attached document, fill out and upload with your bid submission.

***This document is only required if bidding on Item #33 in Section VIII.***

- [SCHEDULE \(a\) - SECTION VIII...](#)

**POST CONSUMER PAINT AND OTHER ARCHITECTURAL COATINGS**

Product Stewardship Law Implementation

I have read and agree to the requirements under Scope of Work, Section Z on Page 4 in the event the State of New Jersey adopts and implements a Paint Product Stewardship Law during the term of this contract and any subsequent extensions:

***This is only required if bidding on Section I.***

- Yes
- No

**Responsible Bidder Questionnaire\***

Please download the below document, complete, and upload.

- [RESPONSIBLE BIDDER QUESTION...](#)

\*Response required

**ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

- Please confirm

\*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

- Please confirm

\*Response required

## ***Mandatory Equal Employment Opportunity***

**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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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 COUNTY do hereby agree that the provisions of title II 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 COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## *Intent*

### **CONTRACT TERMS**

The contract shall be from January 1, 2025 through December 31, 2025, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.1

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

**AWARD OF BID**

The award of the contract will be to the bidder quoting the lowest rate per item. Secondary contracts will be solicited, if necessary, from other bidders at the low bidder's rate. If the primary contractor is unable to complete the work in a timely manner, the County reserves the right to solicit secondary contracts until work requirements are met.

**INSURANCE**

A copy of insurance Certificates for Workers' Compensation, Comprehensive General Liability, and Comprehensive General Liability must be provided prior to award of any contract.

**CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

## *Specifications and Scope of Work*

### **SCOPE OF WORK**

See "Attachments", "Project Documents" for detailed specifications.

## *Pricing Proposal*

### SECTION I

| Line Item   | Description  | Quantity | Unit of Measure | Unit Cost | Total Cost | No Bid | Comments |
|---|--|----------|-----------------|-----------|------------|--------|----------|
| <b>SECTION I - HOUSEHOLD HAZARDOUS WASTE EVENTS</b> |  |          |                 |           |            |        |          |
| 1   | Household Hazardous Waste Event - Per Pound  | 250,000  | LB              |           |            |        |          |
| 2   | Contaminated Waste Oil with PCB Solvents, Per Gallon (This Item Shall ONLY be utilized to cover costs of any contaminated Waste Oil found during Household Hazardous Waste Events) | 500      | GAL             |           |            |        |          |
| <b>TOTAL</b>  |  |          |                 |           |            |        |          |

### SECTION II

| Line Item  | Description  | Quantity | Unit of Measure | Unit Cost | Total Cost | No Bid | Comments |
|--|--|----------|-----------------|-----------|------------|--------|----------|
| <b>SECTION II - OCEAN COUNTY PARKS DEPARTMENT DISPOSAL</b> |  |          |                 |           |            |        |          |
| 3  | Parks Department Hazardous Waste, One-Time, Lump Sum Collection Cost. See Details in Scope of Work for breakdown of items and quantities | 1        | LS              |           |            |        |          |

### SECTIONS III - VIII

| Line Item   | Description   | Unit of Measure | Unit Cost | No Bid | Comments |
|---|---|-----------------|-----------|--------|----------|
| <b>SECTION III - DISPOSAL OF FLUORESCENT BULBS - ALL DEPARTMENTS</b>      |   |                 |           |        |          |
| 4   | CFL Fluorescent Bulbs - per each                          | EA              |           |        |          |
| 5   | Circular Fluorescent Bulbs - per foot                     | FT              |           |        |          |
| 6   | Electronic Ballasts - per pound                           | LB              |           |        |          |
| 7   | Fluorescent Bulbs - per foot                              | FT              |           |        |          |
| 8   | High Pressure Sodium Bulbs - per each                     | EA              |           |        |          |
| 9   | LED Bulbs - per each                                      | EA              |           |        |          |
| 10  | U-Shaped Fluorescent Bulbs - per foot                     | FT              |           |        |          |
| <b>SECTION IV- DISPOSAL OF COUNTY DEPARTMENT WASTE - Vehicle Services</b> |   |                 |           |        |          |
| 11  | Used Oil Filters - per 55 gallon drum, with drum exchange | DRUM            |           |        |          |

| Line Item   | Description  | Unit of Measure | Unit Cost | No Bid | Comments |
|---|--|-----------------|-----------|--------|----------|
| 12  | Crushed Oil Filters - per 55 gallon drum, with drum exchange         | DRUM            |           |        |          |
| 13  | Used Antifreeze - per 55 gallon drum                                 | DRUM            |           |        |          |
| 14  | Unused Waste Gasoline - per gallon                                   | GAL             |           |        |          |
| 15  | Propane tank with valve, Size: 20-40 lbs - per each                  | EA              |           |        |          |
| 16  | Propane tanks with valves, Size: 80-100lbs - per each                | EA              |           |        |          |
| <b>Solid Waste Management</b>                                   |  |                 |           |        |          |
| 17  | Municipal Household Hazardous Waste Materials - per pound            | LB              |           |        |          |
| 18  | Button Batteries - per pound   | LB              |           |        |          |
| 19  | Aerosols - per 55 gallon drum - with drum exchange                   | DRUM            |           |        |          |
| <b>Engineering</b>  |  |                 |           |        |          |
| 20  | Latex Waste Water - per 250 gallon tote                              | TOTE            |           |        |          |
| 21  | Pallets of Thermo Plastic white/yellow (approx 2,000 lbs) - lump sum | LS              |           |        |          |
| 22  | Latex Waste Paint - per 250 gallon tote                              | TOTE            |           |        |          |
| 23  | Empty Latex Paint Tote - per 250 gallon tote                         | TOTE            |           |        |          |
| 24  | Solar Panels - Per Square Foot (approx. 100 sq. ft.)                 | SQ. FT.         |           |        |          |
| 25  | Oran-gel – per 55 gallon drum  | DRUM            |           |        |          |
| <b>Buildings &amp; Grounds</b>                                  |  |                 |           |        |          |
| 26  | Waste Paint - per 55 gallon drum                                     | DRUM            |           |        |          |
| 27  | Waste Rags - per 55 gallon drum                                      | DRUM            |           |        |          |
| <b>SECTION V - OIL CONTAMINATED SOIL (Quantities Uncertain)</b> |  |                 |           |        |          |
| 28  | Hazardous (pick up by contractor) - per ton                          | TON             |           |        |          |
| 29  | Non-Hazardous (delivered by County) - per ton                        | TON             |           |        |          |

| Line Item                                      | Description  | Unit of Measure | Unit Cost | No Bid | Comments |
|--|--|-----------------|-----------|--------|----------|
| 30   | Non-Hazardous (pick up by contractor) - per ton  | TON             |           |        |          |
| <b>SECTION VI - WASTE WATER</b>                |  |                 |           |        |          |
| 31   | Removal of Waste Water - per gallon  | GAL             |           |        |          |
| <b>SECTION VII - NEW 55 GALLON METAL DRUMS</b> |  |                 |           |        |          |
| 32   | New 55 Gallon Drums - per drum   | DRUM            |           |        |          |
| <b>SECTION VIII - EMERGENCY RESPONSE</b>       |  |                 |           |        |          |
| 33   | Total of all line items in Schedule (a) Price List, located in the Vendor Questionnaire (#21). | LS              |           |        |          |

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS****Item #1**

Beginning with this contract, the County is planning to have six (6) hazardous waste events in 2025, dependent upon State funding and other factors.

Each event will consist of the contractor accepting household hazardous waste (HHW) for a period of six (6) hours. Participants for each event will be pre-registered and assigned hour-long windows in which to drop off their waste. These windows will be limited to one hundred (100) vehicles per hour or six hundred (600) per event. The program is for residential households and farmers only. No commercial vehicles or companies shall be allowed to use these events.

Because of the mobile nature of the program, the vendor must have the ability to conduct the program as required. The vendor will set up, unload and accept, collect, transport and dispose of the HHW delivered during each event and all the activities of an event shall occur the same day. The vendor will also collect and dispose of all plastic packs, plastic buckets and containers delivered to an event. The Ocean County Landfill, which is privately owned, typically will not accept paint cans or plastic buckets. The vendor is responsible for recycling all corrugated boxes.

Scheduled events are conducted rain or shine. Events are typically scheduled on Saturdays, Sundays *may be* included at the discretion of the County. The County also reserves the right to reduce or increase the number of events at its discretion. Locations and dates of the events are to be determined.

Vendor should make every effort to service all vehicles that arrive within event timeframe, including those remaining on line at the end of the six (6) hour window. No vehicles will be allowed to join the line after the event's conclusion.

**COLLECTION AND DISPOSAL OF OCEAN  
COUNTY HOUSEHOLD HAZARDOUS WASTE**

**2023 Events**

Lakewood: 51,879 lb.

Stafford: 52,878 lb.

Manchester: 33,647 lb.

Jackson: 46,146 lb.

Long Beach: 36,599 lb.

Toms River: 45,377 lb.

**TOTAL 2023:** 266,526 lbs.**VEHICLES TOTAL:** 2,411**2024 Events (Spring Only)**

Lakewood: 54,771 lb.

Stafford: 53,131 lb.

Manchester: 49,684 lb.

**2024 SPRING:** 157,586 lbs.**SPRING VEHICLES TOTAL:** 1,284

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****SCOPE OF SERVICES**

- A. The contractor shall meet with representatives of the County to tour the collection sites no later than two (2) weeks prior to the first scheduled collection date. The County will provide pre-registration information prior to each scheduled event and the contractor shall provide certification of liability insurance.
- B. The contractor shall review the pre-registration list. In the past, every available appointment has been filled.
- C. All set up work shall be completed one (1) hour prior to start up on the date of the scheduled program. The contractor must be off site and finished with all site work within three (3) hours after accepting the last vehicle.
- D. The contractor will provide all the required and necessary equipment to conduct the Household Hazardous Waste Disposal Program.
- E. Provisions must be made by the contractor to have all scales certifiable either by substitution or by mechanical correction. The contractor shall utilize only scales which are tested, approved and registered by the New Jersey Office of Weights and Measures. For additional information, contact the NJ Office of Weights and Measures at (732) 815-4840.
- F. Contractor shall be responsible for disposal of all non-hazardous debris resulting from the collection day activities including the recycling of empty paint cans from the consolidation of paints and all plastic pails, containers and buckets. At a minimum, at least one (1) 30 cubic yard roll-off container must be provided by the contractor for paint cans and another container for the plastic waste.
- G. The contractor shall provide for consolidation of all paints received at the collection site and the oil based paints must be either recycled or used as a fuel. Latex paint may be landfilled.
- H. On each day of the Collection Program, the contractor shall have at least two (2) employees, who are trained in the identification and proper packaging of all hazardous waste defined by applicable federal and state statutes and regulations, present to oversee the collection. Additional employees, materials and equipment that are necessary to properly collect, handle, containerize, label, manifest, load and transport such wastes from the Collection Site in a manner conforming to all applicable federal and state statutes and regulations will be at the discretion of the contractor once the registration list is reviewed. The contractor must provide, at a minimum, ten (10) experienced employees who may aid in the collection and disposal of materials at each event.
- I. The contractor shall provide with the bid submission or prior to award evidence of the following:
  1. A valid USEPA Identification Number for the transportation of hazardous waste.
  2. A valid license from the New Jersey State Department of Environmental Protection to collect and transport hazardous waste.
  3. Properly registered vehicles to be used by the contractor to transport hazardous waste.
- J. During setup and after certification of the scales, all empty collection containers, including lids and any liners utilized, shall have their weight determined. After each container is filled with the hazardous waste material, the container, packaging absorbent and waste shall be weighed and the weight recorded. A tare weight shall be determined for each filled container for billing purposes. A municipal or county representative shall be present at all times of weighing and recording.

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****SCOPE OF SERVICES**

- K. For roll-off containers utilized at an event, a proper scale ticket with tare and net weight must be provided to the County with final invoice in order to receive payment.
- L. The contractor shall utilize dry vermiculite for absorbent packing material in all container/drums requiring packing material. The contractor may utilize alternative packing materials provided they can demonstrate to the satisfaction of the County that such material has a density equal to or less than that of dry vermiculite.
- M. Any unacceptable waste, as defined by the contractor in their technical proposal, which is delivered to the site shall be returned to the generator. Disposal of waste from a generator which is later deemed unacceptable by the contractor is the responsibility of the contractor.
- N. The County shall assume all responsibility for advertising; however this will not preclude the contractor from publicizing the event at their own expense. The County must approve all advertising proposed by the Contractor.
- O. Title to all waste accepted at the Collection Site by the contractor shall pass from the participants to the contractor at the time of such acceptance. In no event will material be returned to the County after being accepted by the contractor.
- P. Contractor shall provide the County with certification from the ultimate disposal facility utilized that all wastes were received and disposed of in compliance with all existing federal, state and local laws, regulations and ordinances. The County shall only issue payment for wastes with certification of proper disposal; for wastes without certification, payment will be withheld until certification is received and approved by the County. The contractor shall provide a listing of all ultimate disposal facilities to be utilized, including USEPA Identification Number, before the first scheduled day. All waste materials must be disposed of in compliance with RCRA requirements applicable to the waste code that would apply to the waste materials if they were generated by a fully regulated Large Quantity Generator of Hazardous Waste. In no event shall these materials be transferred from a licensed hazardous waste facility to a non-hazardous waste facility for treatment, storage or disposal. Any contract or subcontract for the (transportation or) disposal of these materials must specify such handling. All wastes must be disposed of within the United States of America or Canada.
- Q. The contractor warrants they understand the currently known hazards and suspected hazards which are presented to persons, property and the environment by the collection, transport, treatment and disposal of hazardous wastes. The contractor further warrants they will perform all services under this agreement in a safe, efficient and lawful manner using industry accepted practices and in full compliance with all acceptable state and federal laws and regulations.
- R. The contractor shall indemnify, hold harmless and defend the County, its officers, officials, employees and representatives from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of governmental laws, regulation or orders caused by, arising out of, or in any manner connected with the waste, after risk of loss thereto has been passed to the contractor as provided in paragraph "O" above and due to any negligent act or omission of any employee or agent of, or from failure or inadequacy of any equipment of the contractor or any subcontractor hired by the contractor or by anyone directly or indirectly employed by them.

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****SCOPE OF SERVICES**

- S. The contractor is and shall perform this agreement as an independent contractor and as such, shall have and maintain complete control over all of its employees and operations. The contractor shall be in compliance with all OSHA standards or regulations. Neither the contractor nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the County.
- T. Any waiver by either party of any provision or condition of this agreement shall not be construed or decreed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.
- U. No modification of this agreement shall be binding on the contractor or the County, unless stated in writing and signed by both parties.
- V. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.
- W. The contractor shall be responsible for securing all applicable federal, state and local permits and to fully comply with same. The contractor is responsible for verifying they are properly licensed to accept and dispose of hazardous waste.
- X. All hazardous waste materials must be on a NJDEP Manifest and all hazardous waste materials must be represented by their appropriate USEPA codes. All non-hazardous waste must be on a bill of lading.
- Y. All hazardous waste materials collected must have final disposal at a hazardous waste facility. (Subtitle C)
- Z. Postconsumer Paint and Other Architectural Coatings

**Product Stewardship Law Implementation**

If the State of New Jersey enacts and implements a paint product stewardship law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of-life management through reuse, recycling, energy recovery or disposal during the term of the PROGRAM and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law without cost to the County of Ocean.

**OSHA TRAINING**

All employees working on household hazardous waste days must complete forty (40) hours of OSHA training. A copy of the certification of each of the employees must accompany the bid or be provided prior to award and a daily log of employees staffing each HHW day will be maintained for each event during the contract year.

**PERMITS AND CERTIFICATION**

The bidder must submit with the bid the following and provide the Purchasing Department with all current permits and certifications as required by existing New Jersey State Law and Regulations.

- Solid Waste Haulers Permit
- Certificate of Public Convenience and Necessity
- A-901 Approval

The final disposal facility must be identified in the bid. Notification shall be provided to the County of any change in disposal facility by the successful bidder. Disposal of collected waste must be in accordance with the Ocean County District Solid Waste Management Plan. The County reserves the right to approve of any change in disposal facility. If the successful bidder chooses to source the waste through a transfer station before final disposal both the transfer station and final disposal facility must be identified.

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****TECHNICAL PROPOSAL****A. Detailed Site Specific Technical Approach**

The bidder shall submit with the bid or prior to award a Detailed Site Specific Technical Approach. This plan should outline the flow of work and the approach the bidder will take in fulfilling the requirements of the collection project, this plan shall include, at a minimum, the following elements:

1. Types, sizes, capabilities and amounts of equipment to be used. The contractor must empty Household Hazardous Waste from vehicle into wheeled carts.
2. Laboratory chemical reagents waste sorting and packaging techniques to be utilized. Specify the size and type containers to be used for various waste classifications and the final disposal technique.
3. Proposed methods for handling, staging and loading drums.
4. Description of proposed site layout designed to assure the safe and orderly exchange of waste from participation to the contractors.
5. Proposed methods for loading and securing trucks.

**B. Health and Safety Plan (HASP)**

A detailed Health and Safety Plan (HASP) shall be submitted with the bid proposal. If not submitted with bid, it shall be required prior to contract award. This document shall include basic procedures for on-site personnel, to minimize their personal injury, illness and the potential for environmental impairment associated with the contract. This document should be site specific. The Health and Safety Plan (HASP) shall include the following minimum elements:

1. A listing of personal protective equipment, respiratory protection and any required certification documentation. The equipment should be listed on separate sheets.
2. A listing of safety equipment to be used, such as: fire extinguishers, portable eye wash stations, air monitoring equipment, etc.
3. Personal hygiene requirements.
4. Training Program including training protocol.
5. Designation of a Health and Safety Officer and/or an Industrial Hygienist and their duties.
6. Preparation of Accident Reports when injuries occur.

**C. Spill Prevention and Contingency Plan (SPCP)**

The bidder shall submit a Spill Prevention and Contingency Plan (SPCP) with the bid, or prior to award, that shows how he will be prepared at all times during the course of work on site, to prevent, control and clean up spilled substances.

**D. Safety Equipment**

Bidders must list the safety equipment they intend to use or have available on site with the bid, or prior to award. The safety equipment list should include, but not be limited to, the following:

- Full-Face - Air Purifying Canister Equipped Respirator (MSHA1/NIOSH approved)
- Disposable Canisters for Respirators
- Decontamination Equipment

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****TECHNICAL PROPOSAL****D. Safety Equipment (Cont'd)**

- Chemical-Resistant Clothing (overalls and long-sleeved jacket; coveralls, hooded, one- or two-piece chemical- splash suit, disposable chemical resistant coveralls)
- Disposable Latex Surgical and PCB Resistant Rubber (E.g. Neoprene, chloroprene) Gloves
- Disposable Boots - Chemical Resistant
- Boots - Chemical Resistant, Steel Toe Shank
- Hard Hats (Face Shield)
- Rain Gear
- Emergency Eye Wash (Shower)
- Acid Resistant Suits
- Drum Warning Labels
- Safety Goggles
- Emergency Oxygen
- Fire Extinguishers
- First Aid Equipment
- Aid Base Solution Kits
- Amyl Nitrate (for Cyanide poisoning)
- Telephone and/or 2 Way Radio Communications (Intrinsically Safe)

The safety equipment shall meet level criteria protection where applicable.

**E. Site Preparation**

The contractor shall perform delivery of all Materials. The contractor shall deliver and stage sufficient materials to handle the maximum volume of waste anticipated by the County. This shall include, but is not limited to safety equipment, drums, sorbent materials, labels, transportation equipment and other related materials.

**F. Work Plan**

The contractor shall prepare a site-specific Work Plan that outlines in detail their intent from the beginning of the Site Preparation to the cleanup and final shipment of waste material. The Plan will initially be based on the following bid submission items: Site Specific Detailed Technical Approach, the Health and Safety Plan (HASP), the Spill Preventive and Contingency Plan (SPCP), the list of equipment to be utilized, a Site Preparation Plan and a schedule. Vendors submitting a different work plan will not be considered eligible to be awarded a bid. These plans shall be adjusted to include items and revision discussed at the Post Award conference.

The site preparation plan shall include detailed provisions for the following separate areas:

1. Receiving Area - Must include the use of wheeled carts to handle HHW from vehicles. The contractor must provide a minimum of six (6) wheeled carts.
2. Collection Area

**SECTION I – HOUSEHOLD HAZARDOUS WASTE EVENTS (CONT'D)****Item #1 (Cont'd)****TECHNICAL PROPOSAL****F. Work Plan (Cont'd)**

3. Pre-sorting (Segregation) Area
4. Packaging, Staging and Loading Area - The collection, pre-sorting and packaging/staging/loading areas are to be restricted to the public. The contractor shall provide an impermeable ground-covering barrier (tarp, sheet plastic, etc.) to protect these areas.
5. The contractor shall have available a 20 x 30 foot tent capable of protecting the collection, presorting, pouring, packaging and staging areas during periods of rain. The tent shall be put up one (1) hour prior to the first car being accepted if the forecast is for rain.

Sufficient safety, spill control and absorbent materials will be available in all areas.

The Work Plan shall be submitted with the bid or prior to award. All the activity related to a Household Hazardous Waste event must be completed in one (1) day including site setup.

**G. Organization, Support and Experience**

Contractor shall supply with bid:

- Location of bidder's headquarters and local office.
- A chart of the bidder's organization showing key project staff members and their level of responsibility with the organization
- A chart of the project organization with names.
- A list of key personnel to be assigned and their function on the project.
- A list of all bidder's equipment intended for use on the project including, but not limited to, safety/life support equipment, material-handling equipment, SPCP equipment, HASP equipment and all other technical equipment.
- Documentation including a brief narrative which clearly shows the bidder's experience as a prime contractor in performing similar projects.
- Subcontracting is allowable for the purposes of this bid. Any intent to subcontract on the part of the bidder must be specifically described in the bid proposal. The County reserves the right to disapprove the use of any subcontractor. If subcontracting is planned, the bidder must submit the information on the proposed subcontractor. The prime contractor is responsible for assuring subcontractor compliance with all terms and conditions of this bid. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County.
- Upon signing the contract, the contractor will provide the County with copies of all applicable permits for handling disposal of hazardous waste.

**OCEAN COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM****Item #2 – Contaminated Waste Oil**

Contaminated Waste Oil with PCB Solvents, Per Gallon (This Item shall ONLY be utilized to cover costs of any contaminated waste oil found during Household Hazardous Waste Events)

**SECTION II – OCEAN COUNTY PARKS DEPARTMENT DISPOSAL****Item #3**

The following is a list of Hazardous Materials currently being housed at both County golf courses. The contractor will be required to enter a lump sum price for picking up these items.

Coordination of the pickup shall be made by contacting the Assistant Director of the Parks Department, Mary Jane Bavais, at 732-506-9090

**ESTIMATED Hazardous Materials Removal List****ATLANTIS GOLF COURSE – LITTLE EGG HARBOR, NJ**

| <u>Qty</u> | <u>Description</u>                 |
|------------|------------------------------------|
| 1 Gal      | Liquid Foaming Agent               |
| 2 Gal      | TriCure Surfactant                 |
| 105 lbs.   | TriCal Calcium 35-SP               |
| 5 Gal      | Regulas 0-0-6 Potash               |
| 2.5 Gal    | Concorde Fungicide. Chlorothalonil |
| 5 Gal      | Clarke ULV Flushing Solution       |

**Approximately 235 lbs. of material.**

**FORGE POND GOLF COURSE – BRICK, NJ**

| <u>Qty</u> | <u>Description</u>         |
|------------|----------------------------|
| 2.5 Gal    | Trimec Bentgrass Fungicide |
| 1 Gal      | Foam Marking Agent         |
| 2.5 Gal    | Unknown Marking Agent      |

**Approximately 65 lbs. of material.**

**SECTION III – DISPOSAL OF FLUORESCENT BULBS – ALL DEPARTMENTS****Items #'s 4 - 10**

The County recycles fluorescent bulbs from county buildings and accepts CFL's, fluorescent bulbs, and LED's from residents at Northern and Southern recycling centers. The vendor shall provide supervision, sufficient labor, equipment and materials to test (if required), package, load, transport and recycle the fluorescent bulbs to State of New Jersey and USEPA approved facilities. The vendor shall provide packaging for the storage and transportation of the lamps.

The Solid Waste Management Department will coordinate the removal of all bulbs from both Northern and Southern Recycling and the Buildings and Grounds Department will coordinate the program and collect the bulbs from County buildings.

The vendor shall provide the County with appropriate storage containers for all bulbs.

The collection, transportation and disposal of the County Departments waste is described as follows:

**Item #'s 11-16 – Vehicle Services**

- Used Oil Filters – per 55 gallon drum, with drum exchange
- Crushed Oil Filters – per 55 gallon drum, with drum exchange
- Used Antifreeze - per 55 gallon drum
- Unused Waste Gasoline-per gallon
- Propane tanks with valve, Size: 20 lbs. – 40 lbs.
- Propane tanks with valve, Size: 80 lbs. – 100 lbs.

Location: 152 Chestnut Street, Bldg. 32, Toms River

Contact: Gloria Corrigan (732) 929-4746

**Item #'s 17 - 19 – Solid Waste Management**

- Household Hazardous Waste – Materials left at County recycling facilities. The County generally requires service every six (6) months, quantities vary- price per pound.
- Button Batteries from County Recycling Centers- price per pound.
- Aerosols – per 55 gallon drum, with drum exchange

Location: 601 New Hampshire Ave., Bldg. 68, Lakewood & 379 Haywood Rd., Bldg. 105, Manahawkin

Contact: Melissa Davis (732) 367-0802

**Item #'s 20 - 25 – Engineering**

- Latex Waste Water - per 250 gallon tote
- Pallets of Thermo Plastic White/Yellow (approx. 2,000 lbs.) - lump sum
- Waste Latex Paint - per 250 gallon tote
- Empty Latex Paint Tote – per 250 gallon tote
- Solar Panels- per square foot
- Oran-Gel - 20 GL drum NO SUBSTITUTIONS

Location: 141 Mapletree Road, Toms River

Contact: Michael Piserchia (732) 349-8165

**Item #'s 26 - 27 – Buildings and Grounds**

- Waste Paint-per 55 gallon drum
- Waste Rags (typically stains, oils, furniture polish)-per 55 gallon drum

Contact: Joseph Meyers (732) 929-2039

**SECTION IV - DISPOSAL OF COUNTY DEPARTMENT WASTE – Vehicle Services (CONT'D)****SCOPE OF SERVICES**

- A. Prior to submitting a bid all potential contractors are encouraged to visit the site to examine the materials and the location for each department as determined in these specifications.
- B. Prior to award of the contract the contractor shall certify and provide the County evidence of the following:
  - 1. A valid U.S.E.P.A. Identification Number for the transportation of hazardous waste.
  - 2. A valid license from the New Jersey State Department of Environmental Protection to collect and transport hazardous waste.
  - 3. Properly registered vehicles to be used by the contractor to transport hazardous waste from the site.
- C. Title to all waste at the project site shall pass to the contractor upon acceptance by the contractor. In no event will materials be returned to the County after being accepted by the contractor.
- D. Contractor shall provide the County with certification from the ultimate disposal facility utilized that all wastes were received and disposed of in compliance with all existing federal, state and local laws, regulations and ordinances. The contractor shall provide a listing of all ultimate disposal facilities to be utilized, including USEPA Identification Number, before the first scheduled day of work.
- E. The contractor warrants that he understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the collection, transport, treatment and disposal of hazardous wastes. The contractor further warrants, that he will perform all services under this agreement in a safe, efficient and lawful manner using industry accepted practices and in full compliance with all acceptable state and federal laws and regulations.
- F. The contractor shall indemnify, hold harmless and defend the County, its officers, officials, employees and representatives from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of governmental laws, regulation or orders caused by, arising out of, or in any manner connected with the waste, after risk of loss thereto has been passed to the contractor as provided in paragraph "C" above and due to any negligent act or omission of any employee or agent of, or from failure to inadequacy of any equipment of the contractor or of any subcontractor hired by the contractor or by anyone directly or indirectly employed by them.
- G. Any waiver by either party or any provision or condition of this agreement shall not be construed or decreed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver to be expressed in writing by the party to be bound.
- H. No modification of this agreement shall be binding on the contractor or the County, unless stated in writing and signed by both parties.
- I. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.

**SECTION IV- DISPOSAL OF COUNTY DEPARTMENT WASTE – Vehicle Services (CONT'D)**

**SCOPE OF SERVICES (CONT'D)**

- J. The contractor shall be responsible for securing all applicable federal, state and local permits and to fully comply with same. The contractor is responsible for selecting the disposal sites and verifying they are properly licensed to accept and dispose of hazardous waste.
- K. The contractor must be able to begin working on this proposal within thirty (30) days of receiving a purchase order from the County.

**TECHNICAL PROPOSAL**

**A. Technical Approach**

The bidder shall submit a site-specific technical approach including:

- 1. Types and sizes of equipment.
- 2. Proposed methods of handling and loading Approval Shall be required prior to contract award.

**B. Health and Safety Plan**

A detailed Health and Safety Plan must be submitted to minimize personal injury and environmental impairment.

- 1. List of personal protective equipment.
- 2. Designation of a Health and Safety Officer.
- 3. Preparation of Accident Reports if they occur.

**C. Spill Prevention and Contingency Plan**

The bidder shall submit a Spill Prevention and Contingency Plan that shows how he will be prepared at all times during the course of work on site, to prevent, control and clean up spilled substances.

**ORGANIZATION, SUPPORT AND EXPERIENCE**

- A. Location of bidder's headquarters and local office.
- B. A chart of the bidder's organization showing key project staff members and their level of responsibility with the organization.
- C. A chart of the project organization with names.
- D. A list of key personnel to be assigned and their function on the project.
- E. A list of all bidder's equipment intended for use on the project including, but not limited to, safety/life support equipment, materials handling equipment, SPCP equipment, HASP equipment and all other technical equipment.
- F. Documentation including a brief narrative that clearly shows the bidder's experience as a prime contractor in performing similar projects.

**SECTION IV- DISPOSAL OF COUNTY DEPARTMENT WASTE – Vehicle Services (CONT'D)**

**ORGANIZATION, SUPPORT AND EXPERIENCE (CONT'D)**

- G. Subcontracting is allowable for purposes of this bid. Any intent to subcontract on the part of the bidder must be specifically described in the bid proposal. The County reserves the right to disapprove the use of any subcontractor. If sub-contracting is planned, the bidder must submit the information on the proposed subcontractor. The prime contractor is responsible for assuring subcontractor compliance with all terms and conditions of this bid. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County.
- H. Upon signing the contract the contractor will provide the County with copies of all applicable permits for handling, transportation and disposal of hazardous waste.

**Item #28** - *Classified as Hazardous - Price per ton – Picked up by Contractor*

**Item #29** - *Classified as Non-Hazardous Price per ton - Delivered by County*

**Item #30** - *Classified as Non-Hazardous- Price per ton – Picked up by Contractor*

Vendor must be available to pick up material within ninety (90) days of phone contact.

The oil-contaminated soil will be handled by purchase orders issued from the department identified as follows:

1. Road Department\*
2. Buildings & Grounds
3. Parks and Recreation
4. Solid Waste Management
5. Vehicle Services
6. Transportation Services Department

The purchase orders will be issued on an as needed basis. The contractor will submit certified weight receipts with these invoices.

\* During the year, this material could be stored at any of the eight (8) garages: Jackson, Lacey, Lakewood, Manchester, Manahawkin, Plumsted, Ship Bottom or Toms River.

## **SECTION VI – WASTE WATER**

### **Item #31**

Pump out and disposal of waste water and biodegradable detergent generated from Parking Garage Deck cleaning, from a six hundred and eighty (680) gallon waste water tank #UST E-121 located in the north rear corner (asphalt parking area) of the County Administration Building at 101 Hooper Avenue (Block #653, Lot #2). This tank which was installed on 1/6/98 is a fiberglass coated double steel wall tank with fiberglass reinforced plastic piping.

Pump-out is anticipated to be approximately bi-monthly from mid-April to mid-October. The Buildings & Grounds Department will schedule pump-out as needed. Provide price per gallon.

## **SECTION VII – NEW 55 GALLON METAL DRUMS**

### **Item #32**

Various County Departments are in need of new 55 gallon metal drums. The Contractor shall deliver the drums upon receipt of order.

**SECTION VIII - EMERGENCY RESPONSE****Item #33**

**\*NOTE: Item #33 – “SCHEDULE (a) – SECTION VIII – EMERGENCY RESPONSE PRICE LIST – 2024” is located in the Vendor Questionnaire.**

The County provides an Emergency Response Program so that we can be more responsive to emergency situations involving hazardous waste. The contractor will be required to be available on a 24-hour basis and must respond within a three (3) hour time frame if required.

The Emergency Response Program will be available to the following County Departments:

- Buildings & Grounds
- Engineering Department
- Parks and Recreation
- Department Road
- Department
- Sheriff's Department - Emergency Management
- Solid Waste Management
- Vehicle Services

**The departments' needs vary substantially.**

**SCOPE OF SERVICES**

- A. The contractor shall be available to meet the representatives of the various County departments after the contract is awarded to review how the program will work. The meeting will be organized by Sean McLaughlin of the Solid Waste Management Department.
- B. The Contractor shall provide with the bid submission or prior to award evidence of the following:
  1. A valid USEPA identification number for the transportation of hazardous waste.
  2. A valid license from the New Jersey Department of Environmental Protection to collect and transport hazardous waste.
  3. Properly registered vehicles to be used by the contractor to transport hazardous waste.
- C. Title to all waste shall pass to the contractor at the time of acceptance. In no event shall hazardous material be returned to the County.
- D. The contractor shall provide the County with certification from the ultimate disposal facility utilized, that all wastes were received and disposed of in compliance with all existing federal, state and local laws, regulations and ordinances. All waste must be disposed of at facilities which are approved for same by the USEPA and/or appropriate state agency. In addition, all waste must be disposed of within the United States of America.
- E. The contractor warrants that he understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the collection, transport, treatment and disposal of hazardous wastes. The contractor further warrants that he will perform all services under this agreement in a safe, efficient and lawful manner, using industry-accepted practices and in full compliance with all acceptable state and federal laws and regulations.

**SECTION VIII - EMERGENCY RESPONSE (CONT'D)****Item #33 (Cont'd)****SCOPE OF SERVICES (CONT'D)**

- F. The contractor shall indemnify, hold harmless and defend the County, its officers, officials, employees and representatives from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney fees) which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of governmental laws, regulation or orders caused by, arising out of, or in any manner connected with the waste, after risk of loss thereto has been passed to the contractor as provided in paragraph "C" above and due to any negligent act or omission of any employee or agent of, or from failure or inadequacy of any equipment of the contractor or of any subcontract hired by the contractor or by anyone directly or indirectly employed by them.
- G. The contractor is and shall perform this agreement as an independent contractor and as such, shall have and maintain complete control over all of its employees and operations. The contractor shall be in compliance with all OSHA standards or regulations. Neither the contractor nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the County. All employees working on the Emergency Response Program must complete forty (40) hours of OSHA training. A copy of the certification and re-certification for each of the employees must accompany the bid or be provided prior to award.
- H. Any waiver by either party of any provision or condition of this agreement shall not be construed or decreed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.
- I. No modification of this agreement shall be binding on the contractor or the County, unless stated in writing and signed by both parties.
- J. This agreement shall be interpreted in accordance with the laws of the State of New Jersey.
- K. All hazardous materials must be on NJDEP manifests and all hazardous materials must be represented by their appropriate USEPA code.
- L. The contractor shall be responsible for securing all applicable federal, state and local permits and to fully comply with same. The contractor is responsible for verifying they are properly licensed to accept and dispose of hazardous waste.
- M. A comprehensive list of components of an emergency response program can be found in these specifications including: disposal; demurrage; manpower costs; materials; collection; transportation and disposal; equipment and analysis. In addition, there are line items for: explosives; water reactive materials; asbestos and compressed gas cylinders.

For the purpose of bidding, each unit will be counted as one (1) for a grand total of all line items. The lowest grand total will be awarded the bid. The bidder should tabulate their grand total for all lines and show it on line 10 of the price schedule. Each bidder must submit pricing for all the items listed in Schedule (a) on pages 34-40, or the bid will not be considered.

While the Emergency Response Program is being implemented, the successful bidder will respond to a request for service as quickly as possible and certainly within three (3) hours, if requested. If the contractor arrives on site later than three (3) hours after a request for service is made, the contractor shall pay a penalty of \$250.00 for each fifteen (15) minutes they are late.

**SECTION VIII - EMERGENCY RESPONSE (CONT'D)****Item #33 (Cont'd)****SCOPE OF SERVICE (CONT'D)**

The County department requesting the service will describe the nature of the emergency to the contractor. The contractor will provide the appropriate amount of manpower, equipment and materials to safely address the emergency. The contractor will bill the department making the request according to the bid submitted. In addition a copy of the bill shall be submitted to the Ocean County Department of Solid Waste Management so they can monitor the Emergency Response Program.

## NOTES:

1. Labor is on-site only.
2. For the purpose of bidding, each unit will be counted as one (1) for a Lump Sum Bid Winner.
3. A primary and secondary disposal facility must be listed and permit information should be attached for each facility.
4. Miles for equipment is from office base to site and then return to the office base, not the disposal facility. Transportation to the disposal facility should be included in the Freight Charges per drum.

| <b><u>SECTION VIII - EMERGENCY RESPONSE</u></b>   |                                  |                                  |
|---|----------------------------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>   | <b>UNIT</b>                      | <b>PRICE</b>                     |
| <b>DISPOSAL</b>   |                                  |                                  |
| <b>REGULATED DOT CATEGORIES*</b>  |                                  |                                  |
| *Including: flammables, corrosives, oxidizing agents, poisons, pesticides/herbicides, flammable solids, toxic materials, ORM A-B-C and irritants for chemical incineration. | Click or tap here to enter text. | Click or tap here to enter text. |
|   | 55 g drum                        | Click or tap here to enter text. |
|   | 30 g drum                        | Click or tap here to enter text. |
|   | 20 g drum                        | Click or tap here to enter text. |
|   | 5 g pail                         | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each                             | Click or tap here to enter text. |
| <b>BULK SOLID*</b>  |                                  |                                  |
| *Including: ignitable or corrosive material, non-regulated materials suitable for secure chemical landfill and not banned by Federal and State regulations                  | 55 g drum                        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each                             | Click or tap here to enter text. |
| <b>BULK LIQUIDS: suitable for blending and recovery</b>   |                                  |                                  |
| Mixed solvents – containing solvents for fuels blending   | 55 g drum                        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Mixed solvents – containing solids or halogens  | 55 g drum                        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Halogenated Solvents for recovery   | 55 g drum                        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each                             | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each                             | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>                                    |             |                                  |
|---|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>   | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>BULK LIQUIDS: suitable for blending and recovery (Cont'd)</b>                            |             |                                  |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| <b>BULK REGULATED AND NON REGULATED ORGANIC LIQUIDS OR SOLIDS SUITABLE FOR INCINERATION</b> |             |                                  |
| Halogenated   | 55 g drum   | Click or tap here to enter text. |
|   | 5 g pail    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| Non Halogenated   | 55 g drum   | Click or tap here to enter text. |
|   | 5 g pail    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| <b>SOLIDS</b>   |             |                                  |
|   | 55 g drum   | Click or tap here to enter text. |
|   | 30 g drum   | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| Solids contaminated with mixed solvents   | 55 g drum   | Click or tap here to enter text. |
|   | 30 g drum   | Click or tap here to enter text. |
|   | 5 g pail    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| Mixed Organics with solids, halogenated, non-halogenated solvents                           | 55 g drum   | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>  |              |                                  |
|---|--------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>   | <b>UNIT</b>  | <b>PRICE</b>                     |
| <b>SOLIDS (Cont'd)</b>  |              |                                  |
| Mixed Organics with solids, halogenated, non-halogenated solvents                                       | 5 g pail     | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |
| Liquids, solids and mixed waste that require additional over packing due to poor condition of container | 85 g drum    | Click or tap here to enter text. |
|   | 30-55 g drum | Click or tap here to enter text. |
|   | 5-29 g drum  | Click or tap here to enter text. |
| <b>BULK REGULATED AND NON-REGULATED LIQUIDS SUITABLE FOR WASTE WATER TREATMENT</b>                      |              |                                  |
| High Total Organic content Alkaline Aqueous Waste with pH 9-12  | 55 g drum    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |
| High Total Organic content Neutral Aqueous waste w/ Organic Layering                                    | 55 g drum    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |
| High Total Organic content Neutral Aqueous Solution with no layering or flash                           | 55 g drum    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |
| Low Total Organic content Aqueous Neutral Waste   | 55 g drum    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |
| Low Total Organic content Alkaline Aqueous Waste with pH 9-12   | 55 g drum    | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each         | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each         | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>   |                |                                  |
|--|----------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>  | <b>UNIT</b>    | <b>PRICE</b>                     |
| <b>BULK REGULATED AND NON-REGULATED LIQUIDS SUITABLE FOR WASTE WATER TREATMENT (Cont'd)</b>  |                |                                  |
| Low Total Organic content ACICIC Aqueous Waste with pH less than 2.5   | 55 g drum      | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each           | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each           | Click or tap here to enter text. |
| <b>HIGHLY REACTIVE SUBSTANCE</b>   |                |                                  |
| Organic & Inorganic Highly Reactive Materials (ex: contaminated ethers, pyrophorics, reactive solids, etc.) Not including temperature sensitives                                     | Pound          | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each           | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each           | Click or tap here to enter text. |
| Organic Peroxides & other temp. sensitive materials requiring refrigeration  | Pound          | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each           | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each           | Click or tap here to enter text. |
| Water Reactive Liquids and Solids  | 1-26 lbs.      | Click or tap here to enter text. |
|  | 26 lbs. & over | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each           | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each           | Click or tap here to enter text. |
| Stabilization Charge for equipment to stabilize explosives and shock sensitives for transportation and/or incineration   | Each           | Click or tap here to enter text. |
| <b>EXPLOSIVES AND WATER REACTIVE MATERIALS</b>   |                |                                  |
| Known Explosives and other materials which may explode/detonate during incineration and require onsite stabilization (ex: picric acid, TNT, dinitro pnenyl, hydrazine, azides, etc.) | Pound          | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each           | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each           | Click or tap here to enter text. |
| Violently Water Reactive Material (ex: reactive metals)  | 1-25 lbs.      | Click or tap here to enter text. |
|  | 26 lbs. & over | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>  |             |                                  |
|---|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>   | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>EXPLOSIVES AND WATER REACTIVE MATERIALS (Cont'd)</b>   |             |                                  |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| Certain materials are incinerated only after a hydrolysis operation is performed on them. Please indicate hydrolysis pricing below.   |             |                                  |
| Hydrolysis Charge   | Each        | Click or tap here to enter text. |
| Removal of various size scrap drums with hazardous material or chemical residue   | 55 g drum   | Click or tap here to enter text. |
|   | 30 g drum   | Click or tap here to enter text. |
|   | 5 g pail    | Click or tap here to enter text. |
| Pickup and Freight Charges  | Each        | Click or tap here to enter text. |
| <b>Vehicle and Special Equipment Explosive Transportation</b>   |             |                                  |
| Car   | Mile        | Click or tap here to enter text. |
| Van   | Mile        | Click or tap here to enter text. |
| Truck   | Mile        | Click or tap here to enter text. |
| Special refrigerated vehicle for the transportation of sensitive explosive such as peroxide   | Mile        | Click or tap here to enter text. |
| Shared (prorated) truckload freight to ultimate disposal site   | Mile        | Click or tap here to enter text. |
| <b>EMERGENCY RESPONSE FEE</b>   |             |                                  |
| Demurrage: Bidder to state number of hours loading and off loading at no charge. Loading Hours: Click or tap here to enter text./ Off Loading Hours: Click or tap here to enter text. | Hours       | Click or tap here to enter text. |
| Container Demurrage   | Hour        | Click or tap here to enter text. |
| Tanker Demurrage  | Hour        | Click or tap here to enter text. |
| <b>MANPOWER COSTS</b>   |             |                                  |
| Bidder shall state labor rates for regular service hours ( <b>Mon-Fri, 8:00 to 4:30</b> ) and for Emergency Service Hours (outside of Regular Service Hours)                          |             |                                  |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>   |             |                                  |
|--|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>  | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>TECHNICAL SUPERVISOR</b> at job site to engage in supervision of personnel, chemical identification, categorization, packaging, labeling, preparation of shipping documents/manifest forms, loading and placarding transport vehicle. |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>TECHNICAL ASSISTANT</b> at job site to engage in material handling, packaging, labeling, working under supervision  |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>GRADUATE CHEMIST</b>  |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>EXPLOSIVE EXPERT</b>  |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>EXPLOSIVE EXPERT ASSISTANT</b>  |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>LABORER</b>   |             |                                  |
| Regular Hours  | Hour        | Click or tap here to enter text. |
| Emergency Service  | Hour        | Click or tap here to enter text. |
| <b>PERSONAL PROTECTIVE EQUIPMENT – Exclusive of Labor Changes</b>  |             |                                  |
| Level B Protection   | Each        | Click or tap here to enter text. |
| Level C Protection   | Each        | Click or tap here to enter text. |
| <b>MATERIALS</b>   |             |                                  |
| DOT 17H 55 g drums (reconditioned)   | Each        | Click or tap here to enter text. |
| DOT 17E 55 g drums (reconditioned)   | Each        | Click or tap here to enter text. |
| DOT 37 m drums   | Each        | Click or tap here to enter text. |
| DOT 17-C 55 g drums (new)  | Each        | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b> |             |                                  |
|--|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>                    | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>MATERIALS (CONT'D)</b>                                |             |                                  |
| DOT 6 Polylined 55 g drums (new)                         | Each        | Click or tap here to enter text. |
| 30 g drum  | Each        | Click or tap here to enter text. |
| Fiber Drums (reconditioned)                              | Each        | Click or tap here to enter text. |
| Rings and Lids   | Each        | Click or tap here to enter text. |
| Vermiculite (4 cubic ft. bag)                            | Each        | Click or tap here to enter text. |
| Fiber Boxes (set)  | Each        | Click or tap here to enter text. |
| 30 g Fiber Drum  | Each        | Click or tap here to enter text. |
| 20 g Fiber Drum  | Each        | Click or tap here to enter text. |
| 16 g Poly Drum   | Each        | Click or tap here to enter text. |
| 5 g Poly Pail  | Each        | Click or tap here to enter text. |
| 85 g Overpack (reconditioned)                            | Each        | Click or tap here to enter text. |
| 85 g Overpack (new)                                      | Each        | Click or tap here to enter text. |
| Oil Dry (25 lb. bag)                                     | Each        | Click or tap here to enter text. |
| Poly Sheeting (2,000 square feet)                        | Each        | Click or tap here to enter text. |
| 5” Sorbent Booms   | Each        | Click or tap here to enter text. |
| 8” Sorbent Booms   | Each        | Click or tap here to enter text. |
| 55 g Plastic Drum Liners                                 | Each        | Click or tap here to enter text. |
| 6 Mil Poly Bags for Asbestos Overpack                    | Each        | Click or tap here to enter text. |
| <b>MATERIALS DELIVERY CHARGE</b>                         |             |                                  |
| Next Day   | Trip        | Click or tap here to enter text. |
| Same Day   | Trip        | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>                             |             |                                  |
|--|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>  | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>COLLECTION, TRANSPORTATION, AND DISPOSAL</b>                                      |             |                                  |
| <b>COLLECTION OF WASTE per cubic yard (maximum container)</b>                        |             |                                  |
| Drop off Fee (for collection of waste)   | Each        | Click or tap here to enter text. |
| Storage Rental   | Day         | Click or tap here to enter text. |
| Storage Rental   | Week        | Click or tap here to enter text. |
| Storage Rental   | Month       | Click or tap here to enter text. |
| 10 Millimeter Liner  | Each        | Click or tap here to enter text. |
| <b>TRANSPORTATION – to Secure Chemical Landfill at U.S.E.P.A. Permitted Facility</b> |             |                                  |
| Primary Disposal Site  | Trip        | Click or tap here to enter text. |
| Secondary Disposal Site  | Trip        | Click or tap here to enter text. |
| <b>TRANSPORTATION – to Disposal for Non-Hazardous Waste</b>                          |             |                                  |
| Primary Disposal Site  | Trip        | Click or tap here to enter text. |
| Secondary Disposal Site  | Trip        | Click or tap here to enter text. |
| <b>EQUIPMENT</b>   |             |                                  |
| 743 Bob Cat with Bucket  | Day         | Click or tap here to enter text. |
| Case 580 Backhoe   | Day         | Click or tap here to enter text. |
| Dump Trailer   | Day         | Click or tap here to enter text. |
| 5000g Vacuum Trucks  | Day         | Click or tap here to enter text. |
| 5000g Tank Truck   | Day         | Click or tap here to enter text. |
| Roll Off Truck   | Day         | Click or tap here to enter text. |
| 3500 PSI Pressure Washer   | Day         | Click or tap here to enter text. |
| Nissan NO6 Excavator   | Day         | Click or tap here to enter text. |
| Generator, Portable, 5000 Watts  | Day         | Click or tap here to enter text. |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>   |             |                                  |
|--|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>  | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>ASBESTOS</b>  |             |                                  |
| Freight Charges to Primary Disposal Facility   | Trip        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Trip        | Click or tap here to enter text. |
| Cost per cubic yard for disposal   | Cubic yard  | Click or tap here to enter text. |
| Manpower costs shall be applicable to all labor, and all materials in accordance with above rates.   |             |                                  |
| <b>COMPRESSED GAS CYLINDERS: Pickup, transportation and disposal</b>   |             |                                  |
| <b>CLASS 1 – SUPERCRITICAL</b>   |             |                                  |
| Ex: Boron Trichloride, Boron Trifluoride, Cyanogen, Diborane, Germane, Phosgene, Phosphine   |             |                                  |
| Lecture Bottle   | Each        | Click or tap here to enter text. |
| Small Cylinder   | Each        | Click or tap here to enter text. |
| Medium Cylinder  | Each        | Click or tap here to enter text. |
| Large Cylinder   | Each        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each        | Click or tap here to enter text. |
| <b>CLASS 2 – SILANES</b>   |             |                                  |
| Ex: Dichlorosilane, Dimethyldifluorosilane, Dimethylsilane Methyl Trifluorosilane, Trimethylsilane Monochlorosilane, Silane, Silicon Tetrachloride, Silicon Tetrafluoride, Trimethylfluorosilane |             |                                  |
| Lecture Bottle   | Each        | Click or tap here to enter text. |
| Small Cylinder   | Each        | Click or tap here to enter text. |
| Medium Cylinder  | Each        | Click or tap here to enter text. |
| Large Cylinder   | Each        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility   | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility   | Each        | Click or tap here to enter text. |
| <b>CLASS 3 – FLAMMABLE POISONS</b>   |             |                                  |
| Ex: Bromethane, Carbonyl Sulfide, Chloromethane, Methyl Amine, Trimethyl Amine, Ethyl Chloride, Hydrogen Sulfide, Dimethyl Amine   |             |                                  |

| <b><u>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</u></b>  |             |                                  |
|---|-------------|----------------------------------|
| <b><u>Item #33 – Schedule (a)</u></b>   | <b>UNIT</b> | <b>PRICE</b>                     |
| <b>COMPRESSED GAS CYLINDERS: Pickup, transportation and disposal (CONT'D)</b>   |             |                                  |
| <b>CLASS 3 – FLAMMABLE POISONS (CONT'D)</b>   |             |                                  |
| Lecture Bottle  | Each        | Click or tap here to enter text. |
| Small Cylinder  | Each        | Click or tap here to enter text. |
| Medium Cylinder   | Each        | Click or tap here to enter text. |
| Large Cylinder  | Each        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| <b>CLASS 4 – REACTIVE POISONS</b>   |             |                                  |
| Ex: Ammonia, Chlorine, Hydrogen Chloride, Nitric Oxide, Nitrogen Dioxide, Nitrous Oxide, Sulfur Dioxide   |             |                                  |
| Lecture Bottle  | Each        | Click or tap here to enter text. |
| Small Cylinder  | Each        | Click or tap here to enter text. |
| Medium Cylinder   | Each        | Click or tap here to enter text. |
| Large Cylinder  | Each        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |
| <b>CLASS 5 – FLAMMABLES</b>   |             |                                  |
| Ex: 1.3 Butadiene, N-Butene, 1-Butene, Cis-2-Butene, Cyclopropane, Carbon Monoxide, Dueterium, Ethylacetylene; 2.2-Dimethylpropane, Ethane, Ethylene, Hydrogen, Isobutane, Isobutylene, Methane, Methylacetylene, Propadiene, Propane, Propylene, Trans-2-Butene, Vinyl Methyl Ether, Acetylene |             |                                  |
| Lecture Bottle  | Each        | Click or tap here to enter text. |
| Small Cylinder  | Each        | Click or tap here to enter text. |
| Medium Cylinder   | Each        | Click or tap here to enter text. |
| Large Cylinder  | Each        | Click or tap here to enter text. |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text. |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text. |

| <b>SECTION VIII - EMERGENCY RESPONSE (Cont'd)</b><br><b>Item #33 – Schedule (a)</b>   | <b>UNIT</b> | <b>PRICE</b>                        |
|---|-------------|-------------------------------------|
| <b>COMPRESSED GAS CYLINDERS: Pickup, transportation and disposal (CONT'D)</b>   |             |                                     |
| <b>CLASS 6 – INERTS</b>   |             |                                     |
| Ex: Air, Argon, Carbon Dioxide, Helium, Krypton, Neon, Nitrogen, Octafluorocyclobutane, Oxygen, Perfluoropropane, Sulfur Hexafluoride, Xenon  |             |                                     |
| Lecture Bottle  | Each        | Click or tap here to enter text.    |
| Small Cylinder  | Each        | Click or tap here to enter text.    |
| Medium Cylinder   | Each        | Click or tap here to enter text.    |
| Large Cylinder  | Each        | Click or tap here to enter text.    |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text.    |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text.    |
| <b>CLASS 8 – HALOCARBONS</b>  |             |                                     |
| Ex: R-12, R-22, R-11, R-13, R-1381, R-14, R-23, R-113, R-114, R-115, R-116  |             |                                     |
| Lecture Bottle  | Each        | Click or tap here to enter text.    |
| Small Cylinder  | Each        | Click or tap here to enter text.    |
| Medium Cylinder   | Each        | Click or tap here to enter text.    |
| Large Cylinder  | Each        | Click or tap here to enter text.    |
| Freight Charges to Primary Disposal Facility  | Each        | Click or tap here to enter text.    |
| Freight Charges to Secondary Disposal Facility  | Each        | Click or tap here to enter text.    |
| <b>ANALYSIS</b>   |             |                                     |
| The contractor will be responsible for the testing of unidentified waste in order to identify that material so that it can be disposed of in accordance with all State, Federal and Local Regulations. Certified test results shall be submitted. This will not include the cost of tests performed by TSD's and/or disposal facilities required by their operating permit. Analytical testing shall include, but is not limited to the following tests: TCLP Metals, TCL Volatiles, TCLP Semi-Volatiles, TCLP (pesticides/herbicides), Ignitability, Cyanide Reactivity, Sulfide Reactivity, Corrosivity, PCB's. |             |                                     |
| Cost for Analytical Testing   | Each Sample | Click or tap here to enter text.    |
| <b>ITEM #33</b><br><b>GRAND TOTAL OF ALL LINE ITEMS IN SCHEDULE (a)</b>   |             | \$ Click or tap here to enter text. |

**RESPONSIBLE BIDDER QUESTIONNAIRE**

1. Has the bidder ever received a violation or signed a consent order for the improper storage of solid waste (household hazardous waste) in a manner that may have impaired the quality of the environment or created other hazards to public health, safety or well-being at a site it has owned or operated?

Yes  No

If yes, attach a copy of the violation, including any signed consent orders immediately following this questionnaire.

2. Has the bidder ever received a violation or consent order where the company actions were described as "willful public endangerment"

Yes  No

If yes, includes a copy of the violation and any consent orders immediately following this questionnaire.

3. Has the bidder ever received a violation or consent order for a history of non-compliance with progressive severity over time, wherein the governing agency limited, or disallowed, the company from accepting household hazardous waste.

Yes  No

If yes, attach a copy of the violation, or signed consent order immediately following this questionnaire.

4. Has the bidder ever received a violation or signed a consent order for improper management of solid waste (household hazardous waste) in a manner that resulted in spillage at a site it has owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

5. Has the bidder ever received a violation or signed a consent order for improper management of solid waste (household hazardous waste) in a manner that resulted in a fire, explosion, or release at a site it owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

6. Has the bidder ever received a violation or signed a consent order for storing drums of solid waste (household hazardous waste) in a manner that allowed spillage at a site it owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

**RESPONSIBLE BIDDER QUESTIONNAIRE (CONT'D)**

7. Has the bidder ever received a violation or signed a consent order for improper disposal of solid waste (household hazardous waste) that resulted in the release of household hazardous waste at a site that it owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

8. Has the bidder ever received a violation or signed a consent order for damaged equipment that caused a release of solid waste (household hazardous waste) at a site that it owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

9. Has the bidder ever received a violation or signed a consent order for improper storage of solid waste (household hazardous waste) in an area outside of its permitted storage area at a site that it owned or operated?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

10. Has the bidder ever received a violation or signed a consent order for the release of solid waste (household hazardous waste) to the environment on a one-day household hazardous waste collection event it managed?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

11. Has the bidder had a fire, explosion or reaction on a household hazardous waste collection event that resulted in the response of city, state or federal emergency response personnel?

Yes  No

If yes, attach a description of the event with the amounts and types of household hazardous waste involved. Include a copy of any emergency response reports, violations, and/or consent orders received by any government agencies as a result of such events.

12. Has the bidder ever received a violation, complaint, or signed a consent order for failing to ensure that a collection site was returned to its original condition upon completion of a collection event that it managed?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

**RESPONSIBLE BIDDER QUESTIONNAIRE (CONT'D)**

13. Has the bidder ever received a violation, complaint, or signed a consent order for failing to ensure that all collected waste received on a one-day collection site that it managed was sent to an off-site facility permitted to manage household hazardous waste?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

14. Has the bidder ever received a violation, or consent order for failing to cover roll offs containing solid waste (household hazardous waste) on a one-day collection site that it managed to prevent the accumulation of precipitation, or the release of household hazardous waste to the environment?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

15. Has the bidder ever received a violation, or signed a consent order for operations on a one-day collection site that it managed that created a condition, which reasonably could be expected to create a source of pollution to the environment?

Yes  No

If yes, attach a copy of the violation, or signed a consent order immediately following this questionnaire.

16. Has the bidder ever caused a Contracting Entity to be subject to litigation, fines and/or liability resultant directly or indirectly from any of the bidder's contracted activities involving household hazardous waste collection, transport, disposal, or recycling?

Yes  No

If yes, attach a copy and description of the violation, litigation, fines and/or liability immediately following this questionnaire.

17. Has the bidder ever been required by a consent order to cleanup contamination resulting from the release of household hazardous waste from a one-day collection event that it managed?

Yes  No

If yes, was the bidder permitted by the governing agency to clean-up the contamination caused by the one-day collection?

Yes  No

If no, was the bidder required to retain a qualified company to oversee the cleanup of contamination caused by the bidder on the one-day collection event that it managed?

Yes  No

If yes, was the bidder required through a consent order to provide documents detailing the consultant's oversight of the cleanup actions?

Yes  No

If yes, attach a copy of any consultant's cleanup reports immediately following this questionnaire, as well as a copy of the most recent correspondence from the governing agency that is monitoring the cleanup operations.

**RESPONSIBLE BIDDER QUESTIONNAIRE (CONT'D)**

18. Has the bidder ever agreed to perform any Supplemental Environmental Projects in lieu of paying civil penalties where the projects were accepted as partial settlement for enforcement actions from a government agency

**Yes**  **No**

If yes, attach a description of the project, indicating penalty amounts avoided and supplemental penalties paid to meet the balance of the total penalty.

*The bidder, at their discretion, may choose to attach a written narrative or explanation regarding any "Yes" answers indicated above.*