Request for Proposal
For
Recycling of Electronic Waste at
The Recycling Zone

Issued by: Dakota County Environmental Management Department

Dated: August 3, 2011

Cover Page

- A qualified respondent should review the attached specification and submit one (1) unbound original and an electronic version of its proposal on or before 4:30 p.m. Central Standard Time, Wednesday, September 7, 2011, to:

  Laura Villa
  Dakota County Environmental Management Department
  14955 Galaxie Avenue
  Apple Valley, MN 55124
  Email: laura.villa@co.dakota.mn.us

- Questions regarding this proposal must be in writing or electronic format (preferably email), received by Dakota County on or before 4:30 p.m. Central Standard Time, Wednesday, August 17, 2011, and sent to:

  Laura Villa
  Dakota County Environmental Management Department
  14955 Galaxie Avenue
  Apple Valley, MN 55124
  Email: laura.villa@co.dakota.mn.us

Responses to the questions will be posted on the Dakota County website on or before August 24, 2011, at www.co.dakota.mn.us. Search current bids.

Any changes to this RFP will be posted on the Dakota County website at www.co.dakota.mn.us. Search current bids.

This RFP contains the following sections:

I. Introduction
II. Project Background
III. General Description of Scope of Services  
IV. Timeline  
V. Instructions to Proposers  
VI. Evaluation of Proposals  
VII. General Contract Terms and Conditions  

Appendices  
a. Appendix A – The Recycling Zone Map & Floor Plans  
b. Appendix B – Price Proposal Form  
c. Appendix C – Contract Requirements  
d. Appendix D - Definitions  
e. Appendix E – Insurance Terms  
f. Appendix F – Standard Assurances
I. INTRODUCTION

A. Description of Dakota County.

Dakota County is 593 square miles in area and has a population of approximately 400,000. Situated in the southeast corner of the Twin Cities Metropolitan area, it is the third most populous county in the State of Minnesota. Dakota County maintains a land use mixture of 1/3 urban, 1/3 suburban, and 1/3 rural. The County seat is located in Hastings, Minnesota.

Dakota County has made a long-term commitment to protect public health and the environment by offering various options for residents and businesses to properly manage their hazardous waste and problem materials, as well as offer product reuse and recycling services. The County has been and intends to remain in compliance with Minn. Stat. ch. 115A, the Minnesota Waste Management Act; Minn. Stat. § 115A.552, Opportunity to Recycle; and Minn. Stat. § 473.804, Household Hazardous Waste Management. The Dakota County Solid Waste Master Plan supports these efforts and can be viewed at www.co.dakota.mn.us, search Solid Waste Master Plan.

B. Description of The Recycling Zone.

The Dakota County Recycling Zone facility is located at the Gopher Resource Corporation (Gopher Resource) facility, 3365 South Highway 149, Eagan, Minnesota. Dakota County does not own or operate The Dakota County Recycling Zone or any other waste management facility in the County. The Recycling Zone is a well-established landmark with 68% of the County’s population within 10 miles of the current location and 98% of the population within 20 miles. The facility is in an industrially zoned area, and is accessible by major roadways.

Gopher Resource owns The Recycling Zone facility and Dakota County maintains a contract with Gopher Resource to: provide the site; provide most on-site labor for household hazardous waste; and to accept recyclable materials. Dakota County maintains separate contracts with hazardous waste and problem material management companies to provide for the proper disposal and recycling of the hazardous/problem materials collected. Dakota County oversees the operations at The Recycling Zone and waste management contractors. Dakota County will be assuming management of an electronics recycling contract with the issuance of this RFP.

The Recycling Zone has one loading dock it shares with Gopher Resource for the transportation and storage of electronics in a semi-trailer.

The Recycling Zone facility is open year-round, 36 hours/week (some Holidays), with the following weekly hours for residential electronics recycling:

Wednesday: 9 a.m. - 8 p.m.
Thursday: noon - 8 p.m.
Friday: 9 a.m. - 5 p.m.
Saturday: 8 a.m. - 5 p.m.

Dakota County provides a fee-based electronics and fluorescent bulb collection the second Tuesday of each month for businesses.
II. PROJECT BACKGROUND

A. Description of Project.

The project entails the pickup, transportation, and recycling of: (1) business electronics collected through the County business collection programs; (2) residential electronics collected by the County at the Dakota County Recycling Zone; and (3) electronics collected by the County at one-day community household hazardous waste collection events.

B. Minnesota Electronics Recycling Act.

In preparing a proposal, a qualified respondent should review and be familiar with the requirements of the Video Display and Electronic Device Collection and Recycling Act (“Act”) found at Minn. Stat. §§ 115A.1310 to 115A.1330, which establishes manufacturer responsibility for recycling of electronics waste from households.

C. County’s Role under the Minnesota Electronics Recycling Act.

The County is registered as a collector of covered electronic devices. The Act encourages public entities to work with manufacturers to assist them in meeting their recycling obligations under the Act. The County desires to execute a contract with a qualified electronics recycling and disposal contractor that is able to provide household electronics, electronic components, and process residuals recycling and disposal services as set forth in this RFP, and will be able to provide documentation of the weight of covered electronic devices recycled to manufacturers.

D. County’s Residential Electronics Recycling Program.

The County has collected electronics from residents and businesses since 2003 through contracts with Gopher Resource at The Recycling Zone and at 3-5 one-day household hazardous waste (HHW) collection events in Dakota County communities. Historically, one-day collections have been held in the spring in Lakeville and Hastings and in the fall in Burnsville and Farmington. The community collection hours vary slightly; however, generally are held on Saturdays and serve residents from 9:00 a.m. – 2:00 p.m. Electronics collected at events and The Recycling Zone have included: answering machines, cell phones (including Blackberry®, iPhone® and other smart phones), copiers, computer equipment (keyboards, mouse, towers, hard drives, modems), DVD players, electronic game systems (Wii™, PlayStation™, Microsoft ®Xbox, Nintendo DS™, Leap Frog®, VTech®, etc.), fax machines, iPods®, MP3 and other portable media players, laptops, monitors/terminals, printers, radios, scanners, stereo equipment, telephones, televisions, and VCR players.

E. Collection of Electronics by Weight (in pounds).

The annual quantities listed below do not represent any guarantee or warranty as to type, weight, or volume; rather, they are provided as information only.

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011 (to date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Recycling Zone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>86,332</td>
<td>99,484</td>
</tr>
</tbody>
</table>
As of January 1, 2010, Dakota County did not charge residents for electronics recycling.

### III. GENERAL DESCRIPTION OF SCOPE OF SERVICES

#### A. Purpose of RFP

This Request for Proposal (RFP) is an opportunity for recyclers to present Proposals that will assist the County in recycling electronics and electronic components from residential and business sources.

The County desires to enter into a contract, commencing January 1, 2012 and terminating December 31, 2014, with a qualified electronics recycling and disposal company that will provide electronics,
electronic components, and process residuals recycling and disposal services in a manner that will maximize recycling and appropriate management at a reasonable cost to the County.

B. Services to be Provided

1. The contractor shall provide for the pickup, transportation, and recycling of electronics, electronic components, and the recycling or disposal of process residuals: (1) collected by the County as part of its business electronics collection program; (2) collected by the County at The Recycling Zone; and (3) provide service and collection at the County's one-day community household hazardous waste collection events, at the discretion of the County.

2. The Contractor’s proposal shall include the services detailed in Appendix C (Contract Requirements)

3. The contractor must meet the requirements of Minn. Stat. § 115A.1318.

IV. TIMELINE

This RFP will be conducted according to the following schedule. This schedule may be altered at any time at the discretion of the County.

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>August 3, 2011</td>
</tr>
<tr>
<td>Deadline for Questions Regarding RFP</td>
<td>Wed., August 17, 2011, 4:30 p.m. CST</td>
</tr>
<tr>
<td>Deadline for County’s Response to RFP Questions</td>
<td>Wed., August 24, 2011, 4:30 p.m. CST</td>
</tr>
<tr>
<td>Deadline for Submittal of Responses to RFP</td>
<td>Wed., September 7, 2011, 4:30 p.m. CST</td>
</tr>
<tr>
<td>Selection of Contractor</td>
<td>On or before October 8, 2011</td>
</tr>
<tr>
<td>Contract Term</td>
<td>January 1, 2012, through December 31, 2014</td>
</tr>
</tbody>
</table>

V. INSTRUCTIONS TO PROPOSERS

A. General Information.

1. **Submittal of Proposals.**
   As set forth on this RFP’s cover page, proposers shall submit the requested number of originals and electronic copy of its proposal to:

   Laura Villa  
   Dakota County Environmental Management Dept.  
   14955 Galaxie Ave.  
   Apple Valley, MN 55124  
   Email: laura.villa@co.dakota.mn.us

   **All proposals must be received no later than 4:30 p.m. CST on Wednesday, September 7, 2011.** Proposals received after this time will be rejected. The County reserves the right to accept or reject any or all proposals.
2. **Proposal Format.**

Proposals shall be prepared two-sided on 8-1/2” x 11” recycled content paper. Index the proposal and sequentially number all pages throughout or by section. The proposal should be clear and understandable when reproduced in black and white. Examples of the proposer’s work products need not conform to the 8-1/2” x 11” paper requirement. All text and exhibits should be succinct and relevant to the RFP requirements.

3. **Proposer’s Budget for the Project.**

The requested services under this RFP will be funded through local funds. The Contract Maximum, to be set after determination of the scope of work, is the cap for contractual services.

4. **Examination of RFP.**

By submitting a proposal, the proposer represents that he/she has thoroughly examined and become familiar with the work required under this RFP and that he/she is capable of performing quality work to achieve the objectives of the County.

5. **Addenda/Clarifications.**

Any changes to this RFP will be made by the County through a written addendum. No verbal modification will be binding. Any changes to this RFP will be posted on the Dakota County website at [www.co.dakota.mn.us](http://www.co.dakota.mn.us). Search current bids.

6. **Pre-Contractual Expenses.**

Pre-contractual expenses are defined as expenses incurred by the proposer in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to the County; 3) negotiating with the County on any matter related to this RFP; or 4) any other expenses incurred by the proposer prior to the date of execution of the proposed contract.

The County shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

7. **Exceptions and Deviations.**

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the proposer. Segregate such exceptions as a separate element of the proposal under the heading “Exceptions and Deviations.”

8. **Contract Award.**

Issuance of this RFP and receipt of proposals do not commit the County to the awarding of a contract. The County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Contractor should negotiations with the selected
Contractor be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

9. **Joint Offers.**

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The County intends to contract with a single firm and not with multiple firms doing business as a joint venture.

10. **Contact Person.**

The proposer’s sole point of contact with the County for this proposal is Laura Villa. No contact regarding this RFP is to be made with other members or staff of the County.

11. **County Rights.**

The County may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. The County reserves the right to:

   a. Reject any or all proposals;
   b. Cancel the entire Request for Proposals;
   c. Issue a subsequent Request for Proposals;
   d. Remedy technical errors in the Request for Proposals process;
   e. Appoint evaluation committees to review proposals;
   f. Negotiate with any, all, or none of the RFP proposers; and
   g. Reject and replace one or more subcontractors.

12. **Ownership of Proposals.**

All proposals become the property of the County upon submission, and the proposals will not be returned to the proposers. By submitting a proposal, the proposer agrees that the County may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

13. **Public Records and Requests of Confidentiality.**

Pursuant to the Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submitted a timely proposal to the County will be public once the proposals have been opened. All other information contained in the proposals remains private until the County has completed negotiating a contract with the selected proposer. After a contract has been negotiated, all information in all of the proposals is public, except “trade secret” information as defined at Minn. Stat. § 13.37.
Requests for release of information held by the County are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.

All information submitted by a proposer eventually will be treated as public information by the County unless the proposer properly requests, and the County agrees, that information be treated as private or confidential. A proposer making such a request must include the name, address and telephone number of the individual authorized by the proposer to answer inquiries by the County concerning the request. The County reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer’s failure to request private or confidential treatment of information pursuant to this section will be deemed by the County as a waiver by the proposer of any private or confidential treatment of information included in the proposal.

B. Components for the Proposal.
   1. **Letter of Transmittal.**

   Address the letter of transmittal to the address set forth on the cover page to this RFP and include, at a minimum, the following:
   
   a. Identification of the offering firm(s), including name, address, and telephone number of each firm;
   b. Acknowledgment of receipt of RFP addenda, if any;
   c. Name, title, address, telephone and fax numbers, and email address of contact person during period of proposal evaluation;
   d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
   e. Signature of a person authorized to bind the offering firm to the terms of the proposal. Include that person’s title.

   2. **Proposer’s Team Organization.**

   In this section provide an organization chart showing the interrelationship of the proposer’s team members and key personnel. Identify the team members’ areas of responsibility.

   3. **Qualifications and Experience.**

   Identify similar projects undertaken by the proposer’s team within the last five (5) years. Identify at least one customer that contractor provides services to that are comparable to the County’s requirements under this RFP. For each customer named, please indicate: (1) number of years as a customer; (2) contact names and telephone numbers; (3) general type of business of customer; and (4) services the contractor provides.

   4. **Subcontractor Information.**

   Provide subcontractors’ company name, address, contact person, and telephone number. Describe your previous experience working with each subcontractor. For the purposes of this proposal, prior experience with all subcontractors is required to ensure that no major problems will occur to delay, complicate, or otherwise hamper the steady,
reasonable progress of the project. The County reserves the right to reject any subcontractor who does not meet the requirements of this RFP.

5. Conflict of Interest.

The proposer must identify any potential conflict of interest it may have providing the services contemplated by this RFP.

6. Electronics Management Plan. As part of its proposal, the Contractor shall develop and submit a detailed Electronics Management Plan (Plan) for the handling of electronics, components, and process residuals. At a minimum, the Plan must address the following items:

a. A description of the proposed management steps and information about the proposed transporters and facilities involved in handling electronics and components accepted and managed, and how process residuals that result from processing the electronics and components will be managed.

b. A description of the contractor's ability to manage the electronic material and its process residuals in accordance with Appendix C (Contract Requirements). For each electronic, component or process residual, the Plan must include a description of the management steps for each material, from the County's site to the point of reclamation, use, reuse, recycling or disposal of the electronics, components and all process residuals. The Plan must clearly define the transportation, storage, processing, recycling, reuse, end markets, treatment, and disposal methods proposed for each electronic and component and its process residuals.

c. A description of the contractor's ability to manage the County's electronics, components and process residuals in a manner that best protects or preserves the land, air, water, and other natural resources and the public health; and in a manner appropriate to the characteristics of the waste stream. For the materials managed on behalf of the County, the following management methods are listed in order of preference: (1) reuse and recycling of electronics, components and process residuals for material recovery; (2) management of components or process residuals for energy recovery; (3) incineration of hazardous components (PCB capacitors); and (4) incineration or land disposal of process residuals. The County prefers that recycling techniques be used to the full extent practicable, recognizing technical and economic feasibility, in an effort to minimize incineration and land disposal of electronics and components.

d. A description of how the contractor will ensure strict compliance with all applicable local, state, federal and international regulations for electronic waste management including, but not limited to, transportation, safety and environmental regulations.

e. A list of all the facilities, transporters and subcontractors along with their roles in the management of electronics. For each facility, transporter, and subcontractor, the Plan must list the name, address, a contact person's telephone number, facsimile number and e-mail address, and the EPA ID number and the DOT transporter number as applicable.

f. A description of how the contractor will calculate the net weight of the electronics and components shipped from the collection site.

g. A descriptive summary of the contractor's due diligence assessment process of all transporter and facilities contractor would use in its management of
electronics, components and process residuals in accordance with Appendix C, part 14. (Contract Requirements).

h. A description of any certified environmental management standards such as ISO14001 or ISO9001, if applicable.

i. A description of the contractor’s participation in any U.S. electronics recycling standards such as BAN E-Steward Certification, if applicable.

j. A description of the contractor’s employee health and safety program(s) and how the program meets or exceeds applicable federal, state and local laws, ordinances, codes, regulations and guidelines for all employees.

k. A description of the contractor’s data security capabilities that comply with all data privacy and security regulations. The Plan must:

1) Include a description of measures taken during transport, storage and processing that ensures data security for the County.

2) Include a description of how data storage media are checked, removed and physically destroyed.

3) Include the name, description and specifications for disk-wiping software used to sanitize hard drives.

4) Include a description of how cell phone data storage media is sanitized before refurbishment or reuse.

l. A description of how service will be provided to the County at The Recycling Zone and at one-day community household hazardous waste collection events, without loading docks. The Plan must also address scheduling collection of electronics from The Recycling Zone and one-day community household hazardous waste collection events.

m. A description of how the contractor will mobilize a vehicle anywhere in the County for the purpose of performing contracted services as follows:

1) Describe how the County will request transport services from the Contractor and the expected Contractor response time for requested services.

2) Indicate the specific packaging and pre-transportation requirements where appropriate in the Plan.

3) Indicate equipment provided for events without a loading dock, including, but not limited to, a fork lift and licensed forklift operator(s).

n. A description of the service the contractor will provide at the County’s one-day community household hazardous waste collection events if the County offers electronics collection at these events. This description must include labor to collect, prepare and load electronics, storage containers, health & safety training of employees, screening for unacceptable material (e.g. appliances), administrative functions such as money collection from participants, and transportation (including on-site transportation, fork lift, fuel surcharges and taxes).

o. A description of the contractor’s tracking system and the types of information available to the County.

p. A monthly report listing the weight of electronics, by type, that were received, processed and sold during previous month. This report shall accompany the invoice.

q. Contractor shall have a “no scavenging” policy for their employees and subcontractors.
7. **Price List.**

The contractor shall provide pricing on Appendix B, (Price Proposal Form) for all equipment, tools, materials and labor charges, fuel surcharges and taxes it anticipates using to meet the various needs of the County under this RFP. Please note: Dakota County’s sales tax rate is currently 6.875%.

Contractor shall list how the revenue from the sale of the County’s electronics pounds to manufacturers will be apportioned and how often revenue will be disbursed to the County.

For supplies provided at no cost, indicate “0” for those line items. If the contractor lends or rotates containers at minimal or no charge to the County, please describe the standard arrangement or process in an attachment to Appendix B. The contractor may also propose additional supplies to provide the services requested under this RFP. For these supplies, please include a physical description of the supply and the price of the supply.

If additional related services are to be offered in accordance with the services requested under this RFP, the contractor must describe and list the services and associated pricing in an attachment to Appendix B.

**VI. EVALUATION OF PROPOSALS**

Each proposal will be assessed as to how well it responds to the RFP. Specifically, the following will be taken into account:

- Completeness of cover letter requirements and proposal. Expressed understanding of the objectives and scope of the project.
- Contractor Qualifications
  - Qualifications, experience and demonstrated performance for the service of similar type, size and complexity
  - Overall commitment to recycling
- Completeness and acceptability of submitted Electronics Management Plan
- Acceptability of Contractor’s health & safety program and due diligence in accordance with Appendix C, part C 14 (Contract Requirements)
- Proposed fees and expenses, including any rebate to County
- Any other factors deemed relevant by the County

The County reserves the right to consider any additional information gathered by the County or submitted by the Contractor to evaluate the submitted proposal.

Lowest cost will not be the sole determining factor in awarding a contract. Rather, the County may award the contract to the contractor whose proposal represents the best value proposal, as determined by the evaluation criteria above.

**VII. GENERAL CONTRACT TERMS AND CONDITIONS**

The term of the contract to be awarded under this RFP will be from January 1, 2012, to December 31, 2014. The County will prepare a contract with the selected contractor. The County will require the
selected contractor to include the contents of this RFP and all representations, warranties and commitments in the contractor’s proposal as contractual obligations. Other contractual obligations will include, but are not limited to:

A. **Audits, Reports, Records, and Monitoring Procedures.**
   
The contractor will maintain records which reflect all revenues, costs incurred, and services provided in the performance of the contract.

   The contractor will agree that the County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the contractor which are relevant to the contract. Said records must be maintained for six years after the date of the completion of the contract.

B. **Insurance.**

   Prior to commencement of the contract term, the contractor shall procure and maintain in full force and effect during the term of the contract insurance coverage for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the contractor, its agents, representative, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Appendix E.

   Certificates of insurance showing the coverage listed above shall be provided to the County prior to the effective date of the contract. All such policies shall provide that they shall not be canceled, materially changed, or not renewed without thirty days prior notice thereof to the County.

C. **Subcontracting and Assignment.**

   Contractor shall not enter into any subcontract for performance of any services contemplated under the contract nor assign any interest in the contract without written approval of the County and subject to such conditions and provisions as the County may deem necessary. The contractor shall be responsible for the performance of all subcontractors.

D. **Standard Assurances.**

   The contractor will agree to abide by the Standard Assurances set forth in Appendix F.

E. **Indemnification.**

   The contractor shall agree to indemnify and save the County, including its elected officials, officers, employees and agents, harmless from any and all claims, demands, damages, actions or causes of action arising against the County by reason of any act, omission, neglect or misconduct by the contractor.
Appendix A:

The Recycling Zone Front Entrance

Map to The Recycling Zone
### Appendix B: Price Proposal Form

#### A. Recycling

Pricing of Electronics:

<table>
<thead>
<tr>
<th>Electronic Devices</th>
<th>Price/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Televisions</td>
<td>$_________ per net pound</td>
</tr>
<tr>
<td>Monitors</td>
<td>$_________ per net pound</td>
</tr>
<tr>
<td>Computer CPUs</td>
<td>$_________ per net pound</td>
</tr>
<tr>
<td>Laptops, Notebooks &amp; Tablets</td>
<td>$_________ per net pound</td>
</tr>
<tr>
<td>Miscellaneous Electronics and Electronic Components</td>
<td>$_________ per net pound</td>
</tr>
</tbody>
</table>

**Transportation**

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________ per mile</td>
</tr>
<tr>
<td>$_________ specify units</td>
</tr>
</tbody>
</table>

#### B. Packaging and Supplies

**Supply Type**

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cubic Yard Box (Gaylord)</td>
</tr>
<tr>
<td>Pallet</td>
</tr>
<tr>
<td>Shrink Wrap</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
</tbody>
</table>

**Other (list)**

| $_________ specify units |

#### C. One-day event collections

<table>
<thead>
<tr>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
</tr>
<tr>
<td>Supplies and Cubic Yard Box</td>
</tr>
<tr>
<td>Pallet</td>
</tr>
<tr>
<td>Shrink Wrap</td>
</tr>
<tr>
<td>Other (list)</td>
</tr>
</tbody>
</table>

Equipment – e.g., forklift (list)

| $_________ specify units |

16
D. Business electronics (if different from above) $__________ per net pound

E. Other
Fuel Surcharge, if any $__________ specify units

F. Rebate (list amount and describe how any rebate from the sale of covered electronic devices (CEDs) to manufacturers will be apportioned between the County and Contractor).

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

NOTE: Contractor may propose additional supplies to provide Contract Services. For these supplies, please include a physical description of the supply and the price of the supply as an attachment to this Appendix B. If additional related services are to be offered in accordance with the terms of the Contract, the Contractor shall describe and list the services and associated pricing in an attachment to this Appendix B.
Appendix C: Contract Requirements

The following are Contract requirements the selected Contractor from the RFP must meet. The Contractor’s RFP shall include the services listed in this section.

A. GENERAL REQUIREMENTS

1. The Contractor shall provide for the pickup, transportation, and recycling of electronics, electronic components, and the recycling or disposal of the process residuals.

2. Electronics storage and processing facilities must be licensed, permitted or otherwise approved by the appropriate regulatory authority and must possess financial assurance in an amount that will allow for proper materials and residuals management and facility cleanup and closure.

3. The Contractor shall provide information written and, if requested, oral instructions to the County for the safe removal, handling, packaging, labeling, emergency spill response, transportation, storage, and management of electronics and components.

4. The contractor must be in the business of providing electronic recycling and electronic handling; must be knowledgeable of all applicable laws, rules and regulations; and must be registered in the State of Minnesota as a recycler and processor.

B. TRANSPORTATION

1. The County may request the Contractor to provide transport services anywhere in the County. Transport service prices shall include all labor, mileage and other associated costs (e.g., per diems) for a single vehicle, transportation-related supplies and appropriate staff to perform the requested services.

2. The Contractor shall provide transportation equipment that can accommodate the various transportation options. For locations without loading docks, trucks with lift gates or forklifts shall be provided by the Contractor at the request of the County.

3. When the Contractor transports the electronics or components, the Contractor shall provide transportation for these materials from the County’s location to the processing facility or Contractor’s facility in accordance with all State and federal DOT requirements. If electronics or components are transported out of state, the shipment must comply with the requirements of all states the shipment passes through. If the Contractor uses a subcontractor to transport electronics, components or process residuals, the Contractor shall ensure that the subcontractor comply with all State and federal DOT requirements.

4. Shipping Documents and Labels.

The Contractor shall provide and complete all shipping papers, markings and labels for shipping and storage that are required by law.

5. The Contractor shall provide a Transportation Plan for all transportation options in accordance with Appendix C, part C (Management and Disposal).

6. The Contractor shall provide transportation pricing on Appendix B, Price Proposal Form.
7. The County may request that the Contractor provide other transportation related services such as palletizing, packaging, labeling, moving electronics to the loading area from another location, moving from the loading area to the truck without assistance from the County, etc.

8. The Contractor shall provide specific pricing on the Appendix B, Price Proposal Form for all equipment, materials and labor charges it anticipates using to meet the various transportation needs of the County. If specific pricing is not provided, it is understood that the equipment, materials and labor needed to meet the needs of the County are all included in the stated transportation pricing.

9. The Contractor shall provide the following electronics transportation options:

   a) Contractor Transport.
      i. The County may request that the Contractor transport electronics or components from the County’s location to the processing facility or Contractor’s facility via a dedicated shipment.

      ii. The Contractor shall have the ability to mobilize a vehicle to a site anywhere in the County to pick up electronics or components for transportation to the Contractor’s facility. Mobilization fees shall be set forth in Appendix B, Price Proposal Form.

      iii. The Contractor shall provide electronic, component and process residual transportation services, which include but are not limited to: checking containers, loading, completing paperwork, labeling, placarding, transporting the electronics and components from the County’s site to an authorized processing facility, and all subsequent transportation of electronics, components and process residuals through final disposition. The cost for electronic, component and process residual transportation shall be included in the individual waste stream pricing on Appendix B, Price Proposal Form.

      iv. Requests made before 3 p.m. must be honored by noon of the next workday.

      v. When a roll-off or semi-trailer (container) is full, it will be transported to the Contractor’s facility and an empty container will be immediately put in its place at the location designated by the County. Removal of the full container and replacement of an empty container shall be included in the service.

   b) Other Transportation Service Options.
      i. The County may request that the Contractor provide other transportation options to support its electronics collection operations.

C. MANAGEMENT AND DISPOSAL

1. The Contractor must take adequate measures from the time the electronics and components leave the possession of the County until the time the electronics, components and process residuals are recycled or disposed as waste, to ensure that no hazardous constituents are released. If a release occurs, the Contractor shall immediately execute plans for recovery of released materials.
2. The Contractor shall manage all electronics, components and process residuals in accordance with the Contractor’s Electronics Management Plan (see Section V. B 6.).

3. Weights of electronics and components shall be obtained on a scale, approved by the State of Minnesota, Division of Weights and Measures (or an equivalent State agency if the scale is located in another state), meeting all specifications, tolerances, and technical requirements as required by State law. The scale shall be inspected annually and documentation of the inspection shall be presented to the County upon request.

4. The Contractor shall be capable of managing the County’s electronics, components and process residuals in a manner that best protects or preserves the land, air, water, and other natural resources and the public health; and in a manner appropriate to the characteristics of the waste stream. For the materials managed through this Contract, the following management methods are listed in order of preference: 1) reuse and recycling of electronics, components and process residuals for material recovery; 2) management of components or process residuals for energy recovery; 3) incineration of hazardous components (PCB capacitors); and 4) incineration or land disposal of process residuals.

5. The County prefers that recycling techniques be used to the full extent practicable, recognizing technical and economic feasibility, in an effort to minimize incineration and land disposal of electronics and components.

6. Where incineration or land disposal is unavoidable, the County requires that consideration first be given to whether the electronics, components or process residuals have value for energy recovery. For certain residuals, such as plastics, incineration with energy recovery is preferable over incineration without energy recovery or landfill. For residuals that have value for energy recovery, but for which energy recovery is infeasible, the County requires that a reasonable case of infeasibility be made.

7. The Contractor shall manage all electronics, components and process residuals at facilities that are fully licensed for storage, recycling, treatment and disposal purposes by all appropriate governing authorities. The Contractor shall comply with all applicable international, federal, state and local requirements pertaining to the transport, processing and management of electronics, components, process residuals and value-enhanced commodities.

8. The Contractor shall employ appropriate security measures at its facility for electronics, components, and process residuals.

9. The Contractor shall provide data security for electronics, components and process residuals that contain private, confidential or secret information on various types of data storage media.

10. The Contractor shall manage all electronics, components and process residuals in a manner that assures data security in accordance with the data security section of the Electronics Management Plan.

11. The Contractor shall, unless instructed otherwise by the County, provide the following data sanitation and destruction services:
   a) Sanitize or destroy data on hard drives and other data storage devices.

b) Adhere to the data sanitization or destruction practices described in the NIST Guidelines for Media Sanitation: Special Publication 800-88 or another current generally-accepted standard, or is certified by the National Association for Information Destruction (NAID) or another generally-accepted certification program, unless otherwise requested in writing by the customer.

c) The Contractor shall provide the County with a signed certificate of destruction that shows the date that the data were destroyed. The certificate of destruction shall accompany the invoice to the County. The Contractor shall immediately report to the County any material use or disclosure the Contractor has made to confidential information provided to it by the County.

12. All electronics, components and process residuals managed under this Contract shall be restricted in international markets as follows:

a) The County reserves the right, solely at the County’s option, to allow the processing, use, reuse, reclamation, or disposal of electronics, components or process residuals outside of Mexico, Canada, or the United States. This allowance will only be made if the County can at reasonable cost assure itself of proper environmental management and limited environmental risk to the County. Such overseas electronic, component or process residual management shall be by approval in writing by the County of specific electronics, components or process residuals and of subcontractor and specific overseas locations prior to management of these materials overseas.

b) The County prefers that as much of the electronics, components and process residuals are reused, recycled or processed domestically as possible. If it is determined that the sale or movement of the electronics, components or process residuals approved for export is life threatening, causes damage to public health or safety or the environment, is an environmental hazard or if the method is inappropriate, the County will reconsider the approved sale or movement of some or all of the electronics, components or process residuals allowed to be exported.

c) All solid waste and hazardous waste generated from the management and processing of the electronics and components shall be managed in the United States, Canada, or Mexico.

d) Circuit Boards must be managed for metals recovery and processed in a smelter located in the United States, Canada, or Mexico.

e) CRT glass must be processed in the United States, Canada, or Mexico into a value-enhanced commodity for use as a feedstock.

f) Copper wire and cable must be processed in the United States, Canada, or Mexico into a value-enhanced commodity for use as an industrial feedstock material.
g) Metals from a demanufacturing process, not including circuit boards and copper wire, are considered a value-enhanced commodity for use as a feedstock.

h) Plastics from a demanufacturing process must be processed in the United States, Canada, or Mexico into a value-enhanced commodity for use as a feedstock. If processing is infeasible the plastics will be managed as solid waste.

i) Electronics, electronic components or process residuals must be refurbished in the United States, Canada, or Mexico. Exceptions may be allowed on a case-by-case basis.

j) All shipments of electronics, components and process residuals must be prescreened to meet legitimate refurbishment specifications.

k) Unscreened shipments for evaluation of refurbishment potential and shipments containing some refurbishable and some non-refurbishable equipment are not allowed.

l) The County prefers that working electronics and components or process residuals be sold for reuse in the United States, Canada, or Mexico. They may be marketed internationally in accordance with the Contractor's Electronics Management Plan.

m) Shipments of electronics, components and process residuals shall be prescreened and certified to meet legitimate reuse specifications.

n) Unscreened shipments for evaluation of reuse potential and shipments containing some reusable and some non-reusable equipment are not allowed.

13. For electronics, components or process residuals that are directed to refurbishment or reuse, the County requires that:

a) All items in the shipment meet legitimate reuse/refurbishment specifications.

b) All items in the shipment meet the specifications of the consignee.

c) All items in the shipment are packaged to preserve the used equipment for refurbishment or reuse; that is, the packaging protects the used equipment in storage and transport, such that the value of the used equipment for refurbishment or reuse is not diminished.

d) Proper business records are kept that document the transfer of the used electronics, components and process residuals to the consignee for refurbishment or reuse, including:
   i. Name and address of consignee.
   ii. Description of shipment content and conformance with consignee product specifications.
   iii. Product specifications of consignee.
   iv. Amount paid for the consigned electronics or components.
   v. Transboundary transfer documentation.

e) For all reusable or refurbishable electronics or components, the Contractor shall comply with Appendix C, part C. 11.
f) The County may refuse to have electronics or components managed for reuse/refurbishment by so informing the Contractor.

14. The Contractor shall conduct and document due diligence assessments of all transporter and facilities used to manage electronics, components and process residuals under this Contract. All electronics, components and process residuals that are directed to processing, refurbishing, or recycling shall be processed by facilities that meet the terms of this Contract. Records shall be kept that demonstrate that all downstream processing and recycling operations, including smelters, that receive electronics, components or process residuals, use practices that comply with the terms of this Contract. For any processing, recycling and disposal facilities, domestic or foreign, that receive electronics, components or process residuals, the Contractor shall ensure that:

a) Facilities are fully licensed by all applicable governing authorities.

b) Facilities have a written plan describing the facility’s risk management objectives for environmental, health and safety performance and compliance and its plans for attaining these objectives.

c) Facilities shall take sufficient measures to safeguard occupational and environmental health and safety. Such measures may be indicated by local, state, national and international regulations, agreements, principles and standards, as well as by industry standards and guidelines. Except as noted below, such measures for all facilities shall include:

i. Environmental Health and Safety training of personnel.

ii. An up-to-date, written hazardous materials identification and management plan that specifically addresses at least the following: lead, mercury, beryllium, cadmium, batteries, toner, phosphor compounds, PCBs, and brominated flame retardants and other halogenated materials, with particular focus on possible generation of by-product dioxins and furans.

iii. personal protective devices for workers, pollution control equipment or a combination of these measures.

iv. An up-to-date, written plan for reporting and responding to releases that could impact human health or the environment, including emergencies such as accidents, spills, fires, and explosions.

v. Liability insurance for releases, accidents and other emergencies.

vi. Completion of an Environmental Health and Safety audit, preferably by a qualified independent auditor, on an annual basis.

d) Facilities have an on-going and documented monitoring and recordkeeping program that tracks key process parameters, compliance with relevant safety procedures, effluents and emissions, and incoming, stored and outgoing electronics, components and process residuals.

e) Facilities have adequate plans for closure. The adequacy of closure plans and financial guarantees is determined by local, state, national and international regulations, agreements, principles and standards, as well as by industry standards and guidelines, considering the level of risk.
f) Value enhanced commodities may be marketed internationally as a feedstock. Contractor due diligence is required with regard to keeping business records that document:
   i. Compliance with all applicable laws, rules;
   ii. Regulations meeting consignee specifications; and
   iii. Legitimate use.

D. CONTAINERS AND SUPPLIES.
1. The Contractor shall be equipped to provide containers and supplies to the County. All supplies ordered from the Contractor shall be shipped FOB destination. The County may provide its own containers and supplies.

2. Containers must be suitable for storage and shipment. Containers shall meet Minnesota and federal Department of Transportation (DOT) standards for transporting the materials being transported.

3. The Contractor shall make available the option of reusable/returnable packaging for electronics.

4. The Contractor shall exchange gaylords on pallets or other containers at no cost at the time of shipment.

5. Prices for containers and other related supplies shall be listed in Appendix B, Price Proposal Form.

E. WASTE TRACKING
1. The Contractor shall attach a copy of the shipping paper signed by an authorized agent of the receiving facility to the invoice required in Appendix C, part G.

2. Certificates of Conversion, Recycling, Disposal or Destruction
   a) The Contractor shall give the County a certificate that documents and attests to the conversion, recycling, disposal and/or destruction of all electronics, components and all hazardous process residuals accepted and managed under the terms of this Contract.

   b) The certificate shall also contain: 1) the name of the County; 2) name and address of the facility; 3) date of recycling, disposal and/or destruction; 4) identification of the electronics, components and process residuals by waste stream and quantity as listed on the invoice; 5) management or processing technology used; 6) unique identification number from shipping papers; and 7) unique identification number from the associated invoice. The certificate shall attest that the electronics, components and process residuals from the County were processed in accordance with the approved Electronics Management Plan.

   c) Certificates for electronics, components and process residuals containing PCBs shall also conform to the requirements of 40 CFR 761.218.

   d) Certificates shall be provided to the County with the invoice.

   e) The County must receive the certificates before invoices will be paid.

3. Waste Tracking Reports
The Contractor shall provide a waste tracking spreadsheet for each shipment and send the spreadsheet electronically to the County within 45 days of receiving the shipment. The spreadsheet must include: 1) the Contractor’s name; 2) Hauler’s name; 3) type and quantity of covered electronic devices (per MN Statute 115A.1310) 4) type and quantity of non-covered electronic devices; 5) date received by Contractor; 6) County collection site; and 7) date of recycling, disposal, and/or destruction of electronics, components, and process residuals.

F. ADDITIONAL RELATED SERVICES
If additional related services not listed in this part are available through the Contractor, the Contractor shall provide the additional related services in accordance with all terms, conditions and specifications contained in the Contract. The County reserves the sole right to add any additional related services to the Contract. Additional related services may not be offered to the County without the County’s prior approval.

G. PAYMENT FOR SERVICES
1. Contractor shall be compensated at the rates contained in Appendix B, Price Proposal Form. Contractor shall submit itemized invoices for services rendered. Payment shall be made within forty-five (45) days of the receipt of invoices, certificates, and shipping papers, and acceptance of the services by County. Payment shall be made in the manner prescribed by law governing the County’s payment of claims and/or invoices and shall be made without any deductions whatsoever.

2. To be approved for payment, Contractor invoices shall clearly identify the work performed at a particular site or project and shall be accompanied by certificates of recycling, disposal and/or destruction and receipts. Each invoice shall include the following information as it applies to the services performed: 1) Unique invoice number; 2) unique work or purchase order tracking number (ATR#); 3) unique shipping paper number; 4) project or collection site name and address; 5) name of the person who requested the work; 6) pickup or work performance date; 7) description of the service performed; 8) quantity of electronics, components or service; 9) unit price or credit for sales; 10) total price; 11) the toll-free customer service number; and 12) any other information associated with the work performed as requested by the County.

3. At the request of the County, in the event that a discrepancy exists between the work order issued and the invoice issued for a service, the Contractor shall provide a detailed written explanation and specific documentation that explains the service discrepancy and related charges. Payment of the invoice by the County shall be suspended until the County and the Contractor resolve the discrepancy. The County shall be notified if a significant discrepancy cannot be resolved.

H. NONEXCLUSIVE CONTRACT
This is a nonexclusive Contract. The County may use this Contract or may choose some other means to dispose of electronics and electronic components.

I. GENERAL TERMS, CONDITIONS, AND WARRANTY
1. The Contractor understands the risks presented to persons, property, and the environment in the handling, transportation, storage, treatment, and disposal of wastes to be managed pursuant to a Contract.
2. The Contractor warrants it is qualified to perform the services hereunder and will do so in a safe and professional manner and in compliance with all governmental laws, regulations, and orders.

3. The Contractor warrants to the County that all goods and services furnished under this Contract are in conformance with Contract Documents and that goods are of merchantable quality and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer’s standard warranty that may apply or any warranty provided by law.

4. The Contractor and any subcontractors employed by the Contractor shall secure and maintain for the life of this Contract and any subsequent extensions all permits, licenses, insurance, certificates, approvals, fees, duties, and inspections necessary for the execution, performance of services hereunder, and completion of the Contract.

5. The Contractor shall implement engineering controls or work practices that ensure no contamination of work area or exposure to employees or other persons. The Contractor must provide warning devices and signs, which shall be prominently displayed.

6. The Contractor shall be solely responsible for the health and safety of its employees and subcontractor’s employees in connection with the Contract services performed in accordance with this Contract. The Contractor shall maintain all required health and safety plans, which shall meet all applicable regulations, rules, standards, and ordinances. The Contractor shall ensure that all of the Contractor’s employees, including those of all subcontractors, have received all of the training and monitoring required to properly and safely perform Contract services. Such training and monitoring includes, but is not limited, to all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and Resource Conservation and Recovery Act (RCRA). Further, the Contractor is to provide all such employees with necessary personal protective equipment, such as special clothing, head, respiratory, eye, hand and foot protection. At the request of the County, the Contractor shall provide copies of training records for staff that perform services in accordance with this Contract.

7. The Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, or subcontractor, or anyone directly employed by any of them. For any incident related to the management of Contract waste that impacts human health or the environment, the Contractor shall provide immediate written notification to the County that describes the incident and any corrective actions taken. When requested by the County, the Contractor shall participate in evaluation and resolution of the incident.

8. The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, Contracts and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole or any part of the Contract without the written consent of the County, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the County.
9. The Contractor shall be responsible for all additional disposal, transportation, maintenance and repair costs that occur due to Contractor mishandling or abuse of the electronics and components managed, including repair costs to the County’s, City’s or Gopher Resource’s buildings, property, equipment, materials or supplies.

10. The Contractor shall correct any failure to conform to the terms, requirements, conditions and warranties described in the Contract within the timeframe agreed to in written notification from the County. If the issue cannot be corrected to the satisfaction of the County, written notice of the issue shall be provided to the County. Failure of the Contractor to conform to the terms, requirements, conditions and warranties described in the Contract may, at the County’s sole option, result in the termination of the Contract and/or damages as set forth in the Contract.

J. COLLECTION SITE CONDUCT AND PROTECTION OF PERSONS AND PROPERTY

1. The Contractor and any subcontractor shall comply with all operational, collection site safety and health, emergency contingency, security and any other collection site-specific plan while performing Contract services.

2. The Contractor shall properly attire its staff and subcontractor staff to assure them present a clean and neat appearance at all times.

3. The Contractor shall confine operations at the collection site to areas permitted by law, ordinances, permits and the Contract documents and shall not encumber the collection site with any materials or equipment.

4. The Contractor at all times shall keep the premises free from accumulation of waste caused by its operations.

5. No smoking shall be allowed in any part of a building or in non-designated locations.

6. The Contractor shall at all times enforce strict discipline and good order among its employees and subcontractor at the collection site and shall not employ any unqualified person or anyone not skilled in the assigned task.

7. The Contractor shall take all reasonable precautions to ensure the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

   a. Employees at the collection site and other persons who may be affected thereby;
   b. The Contractor’s work and materials and equipment to be incorporated therein which are under the care, custody and control of the Contractor or Contractor’s subcontractors; and
   c. Other property at the collection site or property or persons adjacent thereto.

8. For any incident related to the management of Contract waste that impacts human health or the environment on the County’s site, the Contractor shall provide immediate notification to the collection site operator and written notification to the County that describes the incident and any corrective actions taken. When requested by the collection site operator or the County, the Contractor shall participate in evaluation and resolution of the incident.

K. AUDITING AND AUTHORIZATION OF TRANSPORTERS, FACILITIES
1. In no case shall the Contractor use a transporter, facility, or subcontractor without having received a written authorization from the County. The County retains the right to disapprove the use, or continued use, of any transporter or facility or any subcontractor at any time.

2. The Contractor shall retain and maintain the facilities, transporters and subcontractor labor needed to provide all Contract services throughout the term of the Contract, or the County may, at its option, cancel the Contract.

3. Upon request of the County, the Contractor shall provide information for any facility, transporter or subcontractor it uses or intends to use. This information may include:
   i. Copies or summaries of audits of subcontractor facilities and transporters performed by or for the Contractor;
   ii. Third party or internal audits of Contractor owned facilities;
   iii. Financial information on the facility or transporter. This shall include audited financial statements including auditor’s opinion, or audited tax statements for the last four years, or SEC 10K reports, or other financial information required by the County.
   iv. Copies of reports and correspondence related to inspections or audits conducted by local, State and federal regulatory agencies;
   v. Transporter safety and violation history;
   vi. Site sampling and analysis data from monitoring wells, soil sampling and air monitoring, etc;
   vii. A summary of releases and corrective actions;
   viii. Verification of management of electronics, components and process residuals in accordance with the approved Electronics Management Plan;
   ix. Copies of applicable insurance certificates;
   x. Verification of the use of documented procedures in the laboratory as defined in the laboratory’s quality assurance manual for the Contractor’s lab or for any laboratory used by the Contractor; and
   xi. Information on the subcontractor to determine whether the subcontractor can meet the requirements of Appendix C, parts J and K.

4. The County reserves the right, at its option, to conduct on-site audits of the proposed facilities and transporters.

5. If the Contractor wishes to request authorization of an additional facility, transporter or subcontractor, the Contractor shall contact the County. Contractor shall provide a completed Electronics Management Plan, including an audit form, and any other information requested by the County. The County may also conduct an on-site audit, in which case the Contractor agrees to authorize access to the site by the County or its designated representatives. The County may also opt to acquire an audit or financial reports prepared by an independent third party auditor. The County will review the information collected and make a determination whether to authorize the additional facility, transporter or subcontractor to provide Contract services.

6. The Contractor shall not alter the Electronics Management Plan (V. B. 6) without prior written approval from the County.
Appendix D: Definitions

**Cathode Ray Tube (CRT).** A vacuum tube or picture tube used to convert an electronic signal into a visual image (Minnesota Statute § 115A.1310, Subd. 2).

**Collection.** The aggregation of electronics electronic components and includes all the activities up to the time the electronics, and electronic components are delivered to a recycler.

**Collector.** A public or private entity that receives electronics or electronic devices and arranges for the delivery of the devices to a recycler.

**Collection Site.** Site at which the Contractor will provide electronics and electronics component collection services.

**Computer.** An electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions, but does not include an automated typewriter or typesetter, a portable hand-held device, or other similar device (Minnesota Statute § 115A.1310, Subd5).

**Computer Monitor.** An electronic device that is a cathode-ray tube or flat panel display primarily intended to display information from a central processing unit or the internet.

**Contract.** The contract documents, including the Request for Proposals and all addenda thereto and material attached to and made a part of the Request for Proposals, the accepted Proposal and any other provisions agreed to by the County and the Contractor.

**Contractor.** The company providing services under the Contract.

**Covered Electronic Devices (CED).** Computers, peripherals, facsimile machines, DVD machines, DVD players, video cassette recorders, and video display devices that are sold to household by means of retail, wholesale, or electronic commerce (Minnesota Statute §115A. 1310, Subd. 7).

**County.** Dakota County

**Data Destruction.** Management of all electronics, components, and process residuals in a manner that assures data security in accordance with Appendix C, part C 11.

**Electronics.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. These devices are environmentally hazardous due to the toxic metals or other materials present in the solders, coatings, glass and other substances they contain. Used electronics may include but are not limited to computers and computer peripherals and laboratory, communications, audio, video and office equipment. This includes both CEDs and non-CEDs.

**Electronic Component.** A part of an electronic device that may be collected or generated by the County or the Contractor, which may include, but is not limited to: disk drives, fans, printed circuit boards, power supplies, transformers, wire and CRTs.

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

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

**FOB.** Specifies which party (buyer or seller) pays for which shipment and loading costs, and/or where responsibility for the goods is transferred.

**Gaylord.** Large storage or transportation containers for bulk materials typically sized to match the length and width of a pallet.

**Manufacturer.** A person who:
- Manufactures video display devices to be sold under its own brand as identified by its own brand label; or
- Sells video display devices manufactured by others under its own brand as identified by its own brand label (Minnesota Statute § 115A.1310, Subd. 11).

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

**Peripheral.** A keyboard, printer, or any other devise sold exclusively for external use with a computer that provides input or output into or from a computer (Minnesota Statute § 115A.1310, Subd. 12).

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

**Processing Facility.** Facility where electronics and components are processed to capture usable electronic products and components and other materials (ICs, wire, base and precious metals, plastics, glass, etc.) and remove any hazardous components and constituents. Captured products, components, materials and hazardous and non-hazardous wastes generated from processing electronics and components are sent off-site to end market or waste management facilities.

**Process Residuals.** Materials and waste resulting from the contractor’s processing of electronics and electronic components; e.g., disk drives, scrap metals, printed circuit boards, plastics, wire, glass and batteries from the disassembly of electronics or components.

**Proposer.** A company that submits a proposal in response to this RFP.

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

**Recycler.** A public or private individual or entity who accepts covered electronic devices from households and collectors for the purpose of recycling. A manufacturer who takes products for refurbishment or repair is not a recycler (Minnesota Statute §115A.1310, Subd. 14).
Recycling. The process of collecting and preparing electronics, electronic components for use in manufacturing processed or for recovery of useable materials followed by delivery of such materials for use. Recycling does not include the destruction by incineration or other process or land disposal of recyclable materials not reused, repair, or any other process through which the electronics or electronic components are returned to use for households in their original form.

Refurbishment. The repair, reconditioning, or upgrading of an end-of-life product or component for the purpose of equipment reuse. Refurbishment of end-of-life electronics includes replacement of components or parts that are part of a larger piece of electronic equipment, aesthetic improvements, such as polishing and removal of scratches, and upgrading of the equipment by installation of new operating systems, memory or software.

Reuse. Employing a waste as an ingredient in a process to make a product or as an effective substitute for a commercial product, provided that distinct components of the waste are not recovered as end products.

Roll-off. A container between 30-40 cubic yards.

Smelter. Facility where metal containing ones and/or secondary materials are heat treated to separate and recover the metallic constituents.

Television. An electronic device that is a cathode-ray tube or flat panel display primarily intended to receive video programming via broadcast, cable, or satellite transmission or video from surveillance or other similar cameras (Minnesota Statute §115A.1310, Subd. 19).

Video Display Device. A television or computer monitor, including a laptop computer, that contains a cathode-ray tube or a flat panel screen with a screen size that is greater than nine inches measured diagonally and that is marketed by manufacturers for use by households. Video display device does not include any of the following:
- A video display device that is part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
- A video display device, including a touch-screen display, that is functionally or physically part of a larger piece of equipment or is designed and intended for use in an industrial; commercial, including retail; library checkout; traffic control; kiosk; security, other than household security; border control; or medical setting, including diagnostic; monitoring, or control equipment.
- A video display device that is contained within a clothes washer; clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, or air purifier; or
- A telephone of any type unless it contains a video display area greater than nine inches measured diagonally. (Minnesota Statute §115A.1310, Subd. 20).

Waste. Any solid, liquid, semi-solid, or gaseous material, resulting from industrial, commercial, mining, or agricultural operations, or from community activities, and which:
- Is discarded or is accumulated, stored, or physically, chemically, or biologically treated prior to being discarded; or
- Is recycled or is accumulated, stored, or treated prior to being recycled; or
- Is a spent material or byproduct.
Appendix E: INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than $500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least $1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed $25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County...
of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☐ 4. **Automobile Liability.** Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies), provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. **Additional Insurance.** Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☐ 6. **Evidence of Insurance.** Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days’ notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor’s insurance agency shall certify that he/she has Error and Omissions coverage.

☐ 7. **Insurer Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A.VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor’s evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor’s insurer(s) shall be deemed to be acceptable to Dakota County.

☐ 8. **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☐ 9. **Loss Information.** At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor’s required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☐ 10. **Release and Waiver.** Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor’s business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).
Appendix F: STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

   The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

   No funds received under this Contract shall be used to provide religious or sectarian training or services.

   The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:


   B. **Executive Order 11246,** as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

   C. **The Rehabilitation Act of 1973,** as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.


   E. **The Equal Pay Act of 1963,** as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

   F. **Minn. Stat. Ch. 363A,** as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

   G. **Minn. Stat. § 181.59** which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

   H. **Americans with Disabilities Act of 1990,** 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor’s duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.

4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

7. **BOND FOR G/HVACR CONTRACTORS:** In accordance with Minn. Stat. § 326.992, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

8. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [http://oig.hhs.gov/fraud/exclusions/listofexcluded.html](http://oig.hhs.gov/fraud/exclusions/listofexcluded.html).