



THE PORT AUTHORITY OF NY & NJ
PRUCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010

REQUEST FOR PREQUALIFICATION INFORMATION

TITLE: REMOVAL, TRANSPORATION AND DISPOSAL OF ASH RESIDUE
FROM THE ESSEX COUNTY RESOURCE RECOVERY FACILITY,
NEWARK NEW JERSEY

PREQUALIFICATION REQUEST NO.: 21967

SUBMIT SEALED PREQUALIFICATION INFORMATION BEFORE
THE DUE DATE AND TIME TO THE ABOVE ADDRESS

DUE DATE: AUGUST 24, 2010 TIME: 4:00 PM
QUESTIONS BY: AUGUST 16, 2010 TIME: 3:00 PM

BUYER NAME: T. J. Storch **PHONE NO.: (212) 435-3936**
FAX NO.: (212) 435-3959
E-MAIL: tstorch@panynj.gov

PREQUALIFICATION INFORMATION
(TO BE COMPLETED BY THE COMPANY)
(PLEASE PRINT)

(NAME OF ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

REQUEST FOR PREQUALIFICATION INFORMATION

REMOVAL, TRANSPORTATION AND DISPOSAL OF ASH RESIDUE FROM THE ESSEX COUNTY RESOURCE RECOVERY FACILITY, NEWARK, NJ

The Port Authority of New York and New Jersey (hereinafter referred to as the "Port Authority" or the "Authority") wishes to prequalify Respondents as specified herein, to bid on and/or submit proposals for a contract to provide removal, transportation and disposal services for ash residue generated at the Essex County Resource Recovery Facility, Newark, NJ, which is scheduled for bid on a pre-qualified list basis. It is presently intended that bids will only be accepted from such prequalified Respondents.

Qualification hereunder will be based upon Respondent submitting required documentation as described herein.

The determination on prequalification will be made by the Authority's Manager, Technology & Operational Procurement Services Division, Procurement Department (hereinafter referred to as the "Manager") following receipt of the required information. The Manager will indicate in writing if the Respondent has been prequalified to bid. As more fully provided hereinafter, all determinations as to prequalification are subject to further review. The Authority reserves the right at any time to modify, waive, or vary the terms and conditions of this Request for Prequalification Information.

No decision to prequalify shall limit or impair the reservation by the Port Authority of the unqualified right, in its sole and absolute discretion, to reject all bids, or to accept that bid, if any, which in its judgment will, under the circumstances, best serve the public interest. In addition, the Port Authority reserves the right in its sole and absolute discretion, to elect not to solicit bids from Respondents prequalified pursuant to this Request for Prequalification Information and to prequalify additional Respondents and /or to enter into a contract for the performance of the Work in such a manner as it may deem in the public interest.

All responses to this Request For Prequalification Information will be reviewed by the Port Authority to determine if they contain all required submissions and if the respondent meets the preconditions required for submission of a response. Responses meeting such requirements, as stated below, will be utilized in determining the qualifications of the responders.

- 1 .a) The Respondent shall have had at least three (3) year(s)' continuous experience immediately prior to the date of submission of its bid in the management and operation of an ash residue or commercial solid waste transportation and disposal business and during that time shall actually have been engaged in providing said services to commercial or industrial accounts under contract. The Respondent may fulfill this prerequisite if the Respondent can demonstrate to the satisfaction of the Port Authority that at least one person(s) or entity(ies) owning and controlling the Respondent has had a continuous total of at least three (3)

year(s)' experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or has owned and controlled other entities which have actually engaged in providing the above-described services during that time period.

1. b) During the time period stated in (b) above, the Respondent, or persons or entities owning and controlling the Respondent, shall have satisfactorily performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
2. a) The Respondent shall identify the locations and the identities of the operators of at least two (2) "Disposal Site(s)," i.e. landfills, which the Respondent intends to use in connection with providing Ash Residue Removal, Transportation and Disposal Services as of the anticipated Commencement Date of the Contract, February 1, 2011. The submittal of the location(s) and identity(ies) of the "Disposal Site(s)" shall be accompanied by copies of all permits and licenses mandated by Federal, state and local law for the operation, closure and post closure of the "Disposal Sites."
2. b) Respondents shall also submit satisfactory evidence of valid contracts currently in effect with the operators of the identified "Disposal Sites," which contracts shall all be of sufficient duration to cover the entire three (3) year initial term of the Contract.
2. c) The Respondent shall submit a copy of a current and valid license (A-901) as defined in N.J.A.C. 7:26-1.62, and have filed a Disclosure Statement in accordance with N.J.A.C. 7:26-1.63 and have obtained a Certificate of Public Convenience and Necessity in accordance with N.J.A.C. 7:26-1.6(a). Both the A-901 license and the Certificate of Public Convenience and Necessity must be maintained in a valid state during the contract period and any option period or extension if exercised. Questions about these requirements can be addressed to the NJ Dept. of Environmental Protection Licensing and Permit Unit at (609)-292-7081 or the web site of the NJ Dept. of Environmental Protection Licensing and Permit Unit www.nj.gov/dep/dshw/hwr/regislic/lru.htm.
3. a) The Respondent shall complete and return with its response the attached Background Qualification Questionnaire Package.
- 3 b) The Respondent shall complete and return with its response the attached Respondent Reference Form listing at least three (3) references.
- 3 c) The Respondent shall complete and return with its response the attached Landfill /Disposal Site Reference Form listing at least two (2) Landfills.
- 4a) The Respondent or the Guarantor, as the case may be, shall have had a net worth during each of the three (3) most recent fiscal years of at least \$8,000,000.
- 4 b) The Respondent shall have had annual pre-tax earnings for two (2) of the three (3) most recent

fiscal years of at least \$8,000,000 per year.

- 4 c) The Respondent shall have a "coverage ratio" (calculated by dividing interest paid into net income before income taxes and before interest paid) for two (2) of the three (3) most recent fiscal years of at least 2.5 to 1.
- 4d) The Respondent shall have a "current ratio" (i.e., current assets minus current liabilities) for two (2) of the three (3) most recent fiscal years of at least 1.5 to 1.
- 4e) The Respondent shall have cash and/or cash equivalents of at least \$5,000,000 as of the date of its most recent audited financial statement. A portion of "cash equivalents" can include an unencumbered line of credit up to \$1,000,000 that the Respondent can access during the term of the Agreement. The Respondent shall not have had any material adverse changes in its financial position since the end of its most recent fiscal year.

Note to Respondents:

Attached is the Port Authority's Standard Contract Terms and Conditions which shall be a part of any bid for the subject work. Respondents shall indicate that they agree to said Terms and Conditions in their entirety without exception. Any Respondent taking exception to these Terms and Conditions may be deemed Non Responsive to this Prequalification.

A copy of a recent analytical report for the ash residue is attached. This report represents a "snapshot" of the ash residue valid for the period in which it was taken.

Respondents are advised that all Disposal Sites are subject to the approval of Covanta Essex Corporation, the operator of the Essex County Resource Recovery Facility pursuant to its contract with the Port Authority.

For informational purposes only, the list of approved ash disposal sites under Covanta Essex Corporation's current contract is set forth below. There is no guarantee that under the replacement contract, the landfills stated below will be approved by Covanta.

**Gloucester County Landfill in Swedesboro, NJ,
The Delaware County Solid Waste Authority Landfill in Earle Township, PA.
The PCFA Landfill in Oxford, NJ.**

Pre-qualification procedures:

All Respondents must be pre-qualified to bid on this contract. Failure to submit all properly completed supporting documentation for all the pre-requisites listed above in advance of the prequalification due date may result in the Respondent not being pre-qualified to bid on the Contract.

1. One original, clearly marked "original," and nine (9) copies of all supporting documentation to satisfy the pre-requisites shall be submitted for all items, 1 through 4 listed above, by no later than **4:00PM on AUGUST 24, 2010**
2. Place all support documentation in the Support Documentation Envelope enclosed with this prequalification and labeled **"BID CUSTODIAN, SUPPORT DOCUMENTATION, REMOVAL, TRANSPORTATION AND DISPOSAL OF ASH RESIDUE FROM THE ESSEX COUNTY RESOURCE RECOVERY FACILITY, NEWARK N.J."**
3. Mail the Pre-requisite Support Documentation to the address listed below:

The Port Authority of New York and New Jersey
Procurement Department, 7th Floor
One Madison Avenue
New York, NY, 10010

Attention: Bid Custodian

And must be labeled as "Support Documentation —Removal, Transportation And Disposal Of Ash Residue From The Essex County Resource Recovery Facility, Newark N.J."

4. Pre-qualified Respondents may be notified of pre-qualification status by overnight mail and/or email to a Respondent's designated company contact not later than three (3) business days prior to the issuance of the bid document.
5. All respondents must meet the Port Authority's standards for integrity and responsibility and will undergo Port Authority integrity review during the prequalification process. The inability to make such certifications will not in and of itself disqualify a respondent and in each instance the Authority will evaluate the reasons therefor provided by the Respondent.

The respondent may be requested to furnish additional information and clarification of information submitted. This information must be promptly furnished to be considered.

Any determination that a Respondent is prequalified which is made pursuant to the Request for Prequalification Information will be based on a review of the data submitted by the respondent and such verification thereof as is deemed appropriate. Such determination shall not preclude the Manager from subsequently concluding, based upon additional information or further analysis of the information upon which prequalification was based, that a respondent is not qualified to perform work in any category set forth above. Further, the Port Authority reserves the right at any time following its prequalification determination to request that a prequalified respondent update or supplement the data upon which the prequalification determination was based.

Any questions relating to the Request for Prequalification Information should be submitted to T. J. Storch in writing to: The Port Authority of New York and New Jersey, Procurement Department, Procurement Services Division, One Madison Avenue, 7th Floor, New York, NY 10010, email at tstorch@panynj.gov or by FAX to (212) 435-3936. Please be advised that T. J. Storch is only authorized to direct persons making inquiries to various portions of the Request for Prequalification Information. Neither T. J. Storch nor any employee of the Port Authority is authorized to interpret a Request for Prequalification Information or give additional information as to its requirements. Such interpretation or additional information will only be given by written addendum to this Request for Prequalification Information issued over the name of the Manager.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;