

Request for Proposal

Operation of the Township of West Orange
Recycling Center

590 Mt. Pleasant Avenue
West Orange, New Jersey

For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center

July 2008

*The Township of West Orange
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Division of Public Works
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West Orange, New Jersey 07052
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SECTION 1.0

GENERAL INSTRUCTIONS

Section 1.0- General Instructions

1.01 *General Description*

- 1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing October 1, 2008 with options to renew for two additional one (1) year periods.

1.02 *Preparation of Proposal*

- 1.02.1 Proposal for the above referenced Contract will be received by the Township of West Orange, on Tuesday, August 26, 2008 at 3:30 P.M., Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange. Three copies shall be submitted. One packet shall contain original documents.
- 1.02.2 The Proposal shall be as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent of more. If made by a corporation (Joint Venture, Associated Firms, Etc.) the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3

The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope.

- Proposal Documents for Operation of Township of West Orange Recycling Center
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers
- New Jersey Certificate of Registration as a Public Works Contractor
- New Jersey Business Registration Certificate

1.02.4

Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto in Section 3.0

- Respondents Disclosure Statement
- Affidavit of Authorization
- Moral Integrity Affidavit
- Non-Collusion Affidavit
- Subcontractor Use Form
- Experience Affidavit, Personnel Affidavit
- Equipment List
- "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00
- Consent of Surety
- Affirmative Action Requirements
- Proposal Form
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc.
- Disclosure of Political Contributions
- Detailed Facility Site Plan Improvements and Layout

1.02.5

Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6

All questions concerning the contents of this Request for Proposal (RFP) shall be directed to Mr. Leonard R. Lepore, Director, Department of Engineering & Public Works, Township of West Orange, 25 Lakeside Avenue, West Orange, New Jersey, 07052

1.03 *Authorization to do Business in New Jersey*

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 *Qualifications*

1.04.1 Each Respondent shall submit with his Proposal a statement of qualifications that demonstrates the Respondents ability to perform the work as outlined in Section 2.0 *Technical Information* with demonstrated experience on similar projects.

1.04.2 All Respondents must demonstrate a minimum three (3) years of successful experience operating a Class B Vegetative Waste Processing Facility(Exempt or Non Exempt), a Class C Leaf Compost Facility (Exempt or Non Exempt) and a Recycling Convenience Center of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items.

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;
- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statutes, laws and regulations during the operation of the facility.

1.04.3 All proposed Subcontractors shall be listed on the Subcontractors Use Form and are subject to approval by the Township of West Orange.

1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

- 1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

- 1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection's regulations for Compost/Processing of Depot/Transfer facility operations and other applicable Rules and Regulations.

- 1.05.2 The Respondent hereby expressly waives any right to, and agrees that he will make no claim for, a reduction in the payments made to the Township of West Orange under this terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

- 1.05.3 The Proposal submitted shall be at the cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

- 1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

- 1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following.

- 1.07.1.1 Not responsive to the Request for Proposal (RFP)
- 1.07.1.2 Inability to qualify or perform the specified work

- 1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this Request for Proposal (RFP)

1.08 ***Award and Execution of Contract***

- 1.08.1 The Contract is scheduled to be awarded upon termination of the existing contract. The award may be delayed by the Township of West Orange due

to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.

1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these bid documents. In addition to the bidder's responsiveness to this Request for Proposal (RFP) the awarding of this contract will be based on an evaluation and ranking of each respondent's bid of the following:

- 1) Revenues to be received or cost to be paid
- 2) Experience of the Respondent
- 3) Qualifications of staff to be assigned the work
- 4) Equipment to be assigned to perform the work
- 5) Violations, Fines, Notices of Violations from any governmental agency
- 6) Detailed site improvement plan

The Township will use a weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team. In making such evaluation, the team will be guided by the following point system that has 100 points as the maximum total:

- | | | |
|----|---|---------|
| 1. | Revenues or cost | 0 to 35 |
| 2. | Experience of Respondent | 0 to 10 |
| 3. | Qualifications of Staff | 0 to 5 |
| 4. | Equipment | 0 to 15 |
| 5. | Violations, Fines, Notices
Of Violations | 0 to 15 |
| 6. | Detailed site improvement plan | 0 to 20 |

Both the Base Bid and Alternate No. 1 will be evaluated. It will be the Township's sole discretion to award a contract for either the Base Bid or for Alternate No. 1.

1.08.4 Both the Base Bid and Alternate No. 1 are for a three year contract to commence October 1, 2008 with two options to renew for two additional one year periods. The Township will notify the Contractor 120 days prior to the expiration of the three year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one additional year, the Township will notify the Contractor 120 days prior to the expiration of the one year extension if it will exercise the option and renew the contract for the fifth and final year.

1.08.5 The successful Respondent shall commence the work upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.

1.09 ***Insurance***

1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.

1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 ***Bid Proposal Security***

1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a "bid bond" included in Section 3.0, herein, or on a similar form, duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the bid security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

1.10.2 The bid security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that he will not withdraw his Proposal while it is being considered and that he will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the bid security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the bid security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds

guaranteeing the faithful performance of work in accordance with the Request for Proposal (RFP), and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

- 1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

- 1.12 ***Contract Documents***

- 1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and 4.0, which includes the Respondents Detailed Site Improvement Plan, along with the Respondent's Proposal form and the Agreement to the successful Respondent by the Township of West Orange.

- 1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

- 1.13 ***Operations and Marketing***

- 1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.
 - 1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).
 - 1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart of specific personnel responsibilities by position. The supervisory personnel indicated in the Proposal shall not be changed without approval from the Township of West Orange.
 - 1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

- 1.14 ***Proposal Form***

- 1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The proposal Form shall be completed in ink or by typewriter. Erasure or alterations must be initialed by the Respondent

in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

- 1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.
- 1.14.3 All names must be typed or legibly printed below the signature.
- 1.14.4 The Proposal Form includes a Base Bid and an Alternate Bid No. 1. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping. The Alternate Bid No. 1 is for the operation of the Recycling Center for Class B, Exempt Woods, and Class C, Exempt Compost Operations only. It shall also include the site improvements necessary for those operations, and it includes all site vegetative screening and landscaping.

1.15 *Compliance with the New Jersey Prevailing Wage Act*

The work solicited under this bid proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 *Disputes Under the Contract*

- 1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issues his decision or request additional facts or documentation after he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses uncured by the Township and shall indemnify the Township for any damages, fees and expenses.

The types of disputes and the relevant procedures are set forth in N.J.S.A. 40A:11-50 which provides:

All contract documents entered into in accordance with the provisions of P.L. 1971, c 198 (C:40A:11-1 et seq.) After the effective

date of P.L. 1977, c. 371 (C:40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such a mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et seq).

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute in a contract involving construction relates to a contract involving design, architecture, Engineering or management, upon the demand of contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joiner is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the dispute are inappropriate for joiner.

1.17 ***Affirmative Action Requirements Exhibit B (Rev. 9/92) P.L. 1975, C. 127 (N.J.A.C.17:27) Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts***

1.17.1 During the performance of this contract, the Contractor agrees as follows.

- A. The Contractors or Subcontractor , where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limit to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions to this nondiscrimination clause.

- B. The Contractor and Subcontractor, where applicable will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationally or sex.
- C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2
- F. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, nation origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of following three documents.

- 1) Letter of Federal Affirmative Action Plan Approval
- 2) Certificate of Employee Information Report
- 3) Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such a reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

1.18

Historical Recycling Quantities

In 2007, the Recycling Center accepted the following quantity of materials for recycling:

Brush/Tree Parts (Class B)	5,405 Tons
Leaves (Class C)	2,132 Tons
Cardboard	172 Tons
Mixed Paper	444 Tons
Commingled Containers	185 Tons
Scrap Iron and Metal	62 Tons
Tires	153 Tons
Electronics	125 Tons

1.19

Site Improvement Plan

The Site Improvement Plan attached is conceptual. It indicates the key elements and features which the respondent must detail on his/her own site plan. A detailed site plan must be submitted with the proposal that addresses these key elements and features. The plan must be prepared by a Professional Engineer licensed in the State of New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

SECTION 2.0

TECHNICAL INFORMATION

2.01- DEFINITIONS

"Class B" exempt wood waste operation shall mean the area designated as a Class B processing area on the site plans in Section 4. This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined in law.

"Class B recyclable material" means branches, woody plants wood chips from tree parts, tree parts and brush.

"Class C" exempt compost operation shall mean the area designated as a Class C processing operation on the site plans in Section 4. The operation shall be limited to the acceptance of materials as defined within this RFP and as defined in law except that the operation may not accept grass loads under any circumstances.

"Class C recyclable material" means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

"Environmental Compliance Officer" shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

"Law" shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes but is not limited to the Solid Waste Management Act.

"Operating Schedule" shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

"Recycling Convenience Center" shall mean that area designated on the site plan in Section 4. The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

"Sand and Clean Fill" shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

"Site" shall mean the three (3) acre Class C exempt compost operation, the 4.5 acre Class B exempt wood waste operation and a Recycling Convenience Center (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

"Site Improvements" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors as outlined in Section 4.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township's Recycling Convenience Center and to operate the Township's exempt Class B-Wood and the Township's exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility.

2.1.2 The successful Operator shall be required to provide finished wood mulch and finished compost to the Township at no cost to the Township as required and specified herein and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified herein.

2.1.3 The successful Operator shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvements contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township.

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency including but not limited to any violation of law governing this site shall be the sole responsibility of the successful Operator. This includes the possible costs associated with any fines, and possible costs of meetings, hearings, written response required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility As Is and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The site plan is shown in Section 3. The Site Plan includes:

- 2.2.2(a) Composting area active windrow operation.
- 2.2.2(b) Staging areas for the receipt of Class B and Class C vegetative materials.
- 2.2.2(c) Traffic patterns into and out of the facility.
- 2.2.2(d) Finished material storage areas.
- 2.2.2(e) Storage areas for pulverized lime or other industry accepted standard deodorizing agent.
- 2.2.2(f) Class B processing and storage areas.
- 2.2.2(g) Recycling Convenience Center

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Operator have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee the Contract Administrator.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

Site Operation Component	Monday-Friday	Saturday	Sunday & Holidays
Recycling Convenience Center	7:30 A.M.-4:30 P.M.	7:30 A.M. - 4:00 P.M.	Closed
Class B	7:30 A.M.-4:30 P.M.	9:00 A.M. - 2:00 P.M.	Closed
Class C	7:30 A.M.-4:30 P.M.	9:00 A.M. - 2:00 P.M.	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.1(a) The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material

2.6.1(b) Class C recyclable material

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

2.6.1(a) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal

- Car batteries
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1 The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than that incidentally found in the collection of leaves.

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, tree service contractors and landscapers who do work for the Township, all Township Residents and landscapers and tree service contractors who are licensed to do business in West Orange by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material collected from outside the Township may be accepted by the Operator if it is limited to Class B and Class C materials provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law.

2.8.3 The Operator shall not accept any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only**, at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, at the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities.

2.9.6 The Operator may distribute and sell topsoil, compost, mulches and various landscape supplies from the Facility.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

- 2.11.1(a) Aluminum Beverage Cans
- 2.11.1(b) Glass food containers
- 2.11.1(c) Corrugated Paper
- 2.11.1(d) Mixed Paper
- 2.11.1(e) Steel food and product (non-toxic) containers
- 2.11.2(f) Tires (without rims)
- 2.11.2(g) Scrap metal
- 2.11.2(h) Car batteries
- 2.11.2(i) Propane Tanks (empty)
- 2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with law.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product - The Operator shall annually provide processed Vegetative Waste of the following types and quantities to the Township of West Orange at no charge:

- 2.12.1(a) Mulch – 1200 cubic yards per year.
- 2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.
- 2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Residential Product - In addition to the forgoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the resident's personal use.

- 2.12.2(a) The amount that may be taken at any one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.
- 2.12.2(b) The operator is not required to load personal vehicles.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 The Operator shall install two (2) two (2) inch water service lines from the existing 8 inch main of New Jersey American Water Company, located along the easterly property line. These two lines shall extend into the site a distance of approximately 400 feet each to serve the Class B area and the Class C area. These services shall terminate with a vertical standpipe. The operator shall be responsible for all application fees and, if necessary, the installations of valve and meter pits.

2.13.4 All site improvements shall be completed within eighteen (18) months subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED.

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.2(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township

Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the on site trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(a)I Class "B" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(b)I Class "C" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(c) The Recycling Convenience Center shall be inspected one (1) time per month for the duration of the contract.

2.18.2 The Environmental Compliance Officer shall be paid for the inspection services above from the escrow fund established in accordance with this RFP.

2.18.2(a) The inspections outlined in 2.18.1(a) & (b) shall result in total charges of \$750.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of \$150.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty - four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections are required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$175.00/hour for each such inspection that exceeds 2.0 hours in length; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including but not limited to travel time and mileage.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 for the first year of operation to cover the cost of inspections as outlined herein.

2.18.6 The Operator agrees to place into escrow the sum of \$20,000 for the second year of the operation and each subsequent year of operation to cover the cost of inspections as outlined herein.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 for the first year of operation to cover the cost of inspections as outlined herein.

2.18.6 The Operator agrees to place into escrow the sum of \$20,000 for the second year of the operation and each subsequent year of operation to cover the cost of inspections as outlined herein.

2.18.7 The Operator agrees to replenish the escrow upon notice by the Township on a pro-rata basis as a result of excessive complaints having been received and investigated.

2.19 LIQUIDATED DAMAGES

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures.

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, two hundred fifty dollars (\$250.00) shall be assessed per day for each such failure until such time as the Recycling Convenience Center has been made to comply with the facility operating requirements.

2.19.4 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of overs, residual solid waste or other materials that should be removed from the site, the sum of five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Five thousand dollars (\$5000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to the receipt of grass clippings or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.6 For Operator's personnel soliciting gratuities from residents, a sum of two hundred dollars - (\$200.00) for each incident.

2.19.7 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages in an amount equal to five thousand dollars (\$5000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.8 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.20 ANNUAL REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.2 All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

- 2.20.2(a) The marketing date
- 2.20.2(b) The weight receipt number
- 2.20.2(c) The market's name
- 2.20.2(d) The market's address
- 2.20.2(e) The weight of the material sold
- 2.20.2(f) The Range and average price received per ton for each recyclable during the year.
- 2.20.2(g) All data must be provided on the Operator's letterhead and signed.
- 2.20.2(h) The prices paid to the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the above address for the Operator, terminate or limit the services of the Operator for good cause, including but not limited to the following:

- a. Nonperformance by the Operator.
- b. Abandonment of the Facility by the Operator which shall include, but not be limited to, the failure to be open and fully operations for two (2) consecutive business days.
- c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance.
- d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
- e. Any negative declaration, charge or determination by the DEP or and other governmental entity which is not cured within thirty -(30) days.
- f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

- a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:
 1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays).
 2. Failure to staff the Facility with at least one person during all hours of operation.
 3. Failure to provide on-site, at least one day every thirty days, a tub-grinder and other equipment necessary to load and process Vegetative Waste unless the Operator removes the Vegetative Waste off-site for disposal.
 4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP.
 5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees.

6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township.
7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in an amount equal to \$1,000,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Operator's use of the Facility. This specifically includes but is not limited to costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.
- b. Worker's Compensation Insurance per state requirements;
- c. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- d. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000.00 for bodily injury and property damage.
- e. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty - (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

- f. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

SECTION 3.0

PROPOSAL DOCUMENT

Section 3.01

Respondent Disclosure Statement

Respondent Disclosure Statement must be fully and accurately completed. **IF YOU FAIL TO PROPERLY COMPLETE THIS RESPONDENT DISCLOSURE STATEMENT, THEN YOUR PROPOSAL SHALL RESULT IN REJECTION.**

1. Business Form:

Indicate the business form by placing an "X" in the appropriate box:

☐ Corporation

☐ Partnership

☒ Other- if other, specify: Limited Liability Company

List the names and addresses of all individuals, partners or other entities that have a 10 percent or more interest in the corporation or partnership. If none, then state none.

- | <i>Name</i> | <i>Address</i> |
|---------------------|---|
| 1. LEONARD Pirrello | 1 Caven Pt. Avenue, Jersey City, NJ 07305 |
| 2. Nicholas Vene | 1 Caven Pt. Avenue, Jersey City, NJ 07305 |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |

9.

10.

Nicholas Vene
(Respondent)

Nicholas Vene
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.

[Signature]
(Notary Public)

My commission expires May 4th 2009

AIDA M. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Hudson

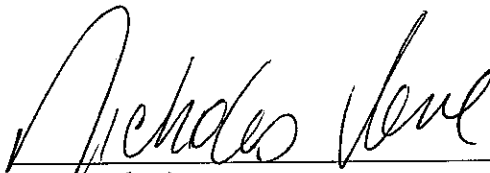
Nicholas Vene being duly sworn,

deposes and says that he resides at 40 McCampbell Rd., Holmdel, NJ, 07733

that he is the Vice-President (Title) who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent;

and that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.


(Respondent)

Nicholas Vene
(Type of print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.


(Notary Public)

My commission expires May 4th 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/4/2009

Section 3.03

State of New Jersey

Township of West Orange

Moral Integrity Affidavit for Contract

State of New Jersey SS.

County of Hudson

I, Nicholas Vene, the Vice-President of
Reliable Wood Products, LLC, hereinafter called the Respondent, being duly sworn,
deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

NONE

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, so state).

NONE

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.

6. That the State in which the Respondent is ~~incorporated~~ ^{formed} is: New Jersey

7. That if the answer to question # 6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
8. That the names and addresses of the principals, officers, and shareholders of the Respondent are as follows:
Leonard Pirrello
1 Caven Pt. Ave. Jersey City, NJ 07305
Nicholas Vene
1 Caven Pt. Ave. Jersey City, NJ 07305
(Use additional sheets if required)
9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein.

Nicholas Vene
(Respondent)

Nicholas Vene
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.

[Signature]
(Notary Public)

My commission expires May 4th 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.04

Non-Collusion Affidavit

State of New Jersey

County of Hudson

SS.

I, Nicholas Vene of the Township of Holmdel, in the County of Monmouth and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am Vice President of the firm of Reliable Wood Products, LLC the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by NONE
(N.J.S.A. 52:34-15)

Name of Contractor

Reliable Wood Products, LLC

X Nicholas Vene
(Sign Name Here) By: Nicholas Vene

Subscribed and sworn before me on this 26 day of August 2008.

[Signature]
(Notary Public)

AIDA M. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/4/2009

My commission expires: May 9, 2009

Note to Notary: When completing the jurat, all notaries must: 1- Indicate date. 2. Indicate State. 3. Sign Name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: The person who signed the proposal form for the respondent should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL SHALL BE REJECTED.

Section 3.05

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

NONE

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.


Witness: Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ, 07305
(Address)

BY:


(Sign Name (Original Signature Only))

Nicholas Vene, VP
(Print Name & Title)

Section 3.06

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

See information included in Bid
Response


(Witness) Aide N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ, 07305
(Address)

BY 
Sign Name (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

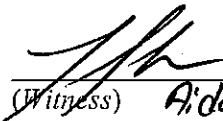
Section 3.07

Qualifications of Personnel

Below provide the names of the personnel both management, supervisory and non supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held. Indicate those personnel who are NJDEP Certified Compost Facility Operators.

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

See information included in
Bid Response.


(Witness) Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Chaven Pt. Ave., Jersey City, NJ 07305
(Address)

BY: 
Sign Name (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

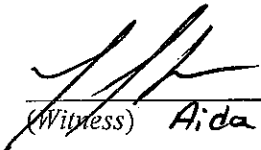
Section 3.08

Equipment List

Below provide a list of equipment that you will use at the West Orange Recycling Center to perform the operations specified in these bid documents. Indicate if the equipment is owned or leased or if it will be acquired for this contract.

I hereby certify that this equipment will be used at the West Orange Recycling Center.

See information included in
Bid Response


(Witness) Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ 07305
(Address)

BY: 
Sign Name (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Section 3.09

Consent of Surety
To Accompany ProposalFirst Indemnity of
America Insurance Company

(hereinafter called Surety), organized and existing under the laws of

The State of New Jersey and duly authorized and qualified to transact business in the State of

New Jersey, in consideration of the sum of the One Dollar (\$1.00), lawful money of the United

States of America, to it in hand paid, receipt whereof it hereby acknowledged, and in

consideration, hereby certified and agrees that if the contract for which that attached bid is made

be awarded to Reliable Wood Products LLC (hereafter called Contractor) for the performance of

certain work or supplying of certain materials, or both, as more particularly set forth in said bid

and described for purposes of this instrument as a bid for Operation of Township of West Orange
Recycling Centerto the **TOWNSHIP OF WEST ORANGE** and if Contractor shall enter into the contract with a

bond in the full amount of the contract price.

First Indemnity of America Insurance Company
(Name of Insurance Company)119 Littleton Road, Parsippany, New Jersey 07054
(Address)See Bid Bond Included with Bid Proposal
(Signature Attorney-In-Fact for Insurance Company)**Note:** Proof of authority of officers of Surety Company to execute this document must be submitted.

Section 3.10

Affirmative Action Requirements

Required Affirmative Action Evidence

General Requirements of P.L. 1975, c. 127.

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to the execution of a Public Agency contract, one of the following documents:

Goods, Professional Service and General Service Contracts

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program.
2. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations.
3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Public Agency.

Reliable Wood Products, LLC

(Print or Type Firm Name)

Nicholas Vene

(Sign Name & Title- Stamped Signature Not Accepted)

Nicholas Vene, VP

(Print or Type Name & Title)

August 26, 2008

(Print or Type Date)

Section 3.11

OPERATION OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE

PROPOSAL FORM

The Respondent, who signs Section 3.12, agrees to pay the Township of West Orange the following lease payment for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This bid shall include all site improvements necessary for all three operations including site vegetative screening and landscaping

- A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING OCTOBER 1, 2008 (PERIOD OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2011)

\$ 90,000.00/year
In Numerals

ninety Thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING OCTOBER 1, 2008 (MONTHS 1 THROUGH 36)

\$ 7500.00 /month
In Numerals

Seven Thousand Five hundred DOLLARS /month
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2011 (PERIOD OCTOBER 1,
2011 THROUGH SEPTEMBER 30, 2012)

\$ 90,000.00 /year
In Numerals

ninety thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2011 (MONTHS 37 THROUGH
48)

\$ 7500./ month
In Numerals

seven thousand five hundred DOLLARS /month
In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2012 (PERIOD OCTOBER 1,
2012 THROUGH SEPTEMBER 30, 2013)

\$ 90,000.00 /year
In Numerals

ninety thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2012 (MONTHS 49 THROUGH
60)

\$ 7500.00 / month

In Numerals

seven Thousand Five hundred Dollars / month

In Words

2. Alternate Bid No. 1 – Operation of the Recycling Center for Class B, Exempt Woods and Class C, Exempt Compost Operations. This bid shall include all site improvements necessary for all two operations but it includes all site vegetative screening and landscaping

- A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THREE YEAR PERIOD COMMENCING
OCTOBER 1, 2008 (PERIOD OCTOBER 1, 2008 THROUGH
SEPTEMBER 30, 2011)

\$ 96,000.00 / year

In Numerals

ninety six Thousand Dollars / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2008 (MONTHS 1 THROUGH 36)

\$ 8000.00 / month

In Numerals

Eight Thousand dollars / month

In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2011 (PERIOD OCTOBER 1,
2011 THROUGH SEPTEMBER 30, 2012)

\$ 96,000.00 / year

In Numerals

ninety six Thousand Dollars / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2011 (MONTHS 37 THROUGH
48)

\$ 8000.00 / month

In Numerals

Eight Thousand DOLLARS / month

In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2012 (PERIOD OCTOBER 1,
2012 THROUGH SEPTEMBER 30, 2013)

\$ 96,000.00 / year

In Numerals

ninety six Thousand DOLLARS / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2012 (MONTHS 49 THROUGH
60)

\$ 8000.00 / month
In Numerals

EIGHT THOUSAND DOLLARS / month
In Words

The Respondent shall sign for this Proposal in Section 3.12.

Section 3.12

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

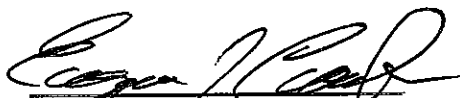
If doing business under a trade name or partnership, you must submit the proposal under the exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

If a corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary and affix Corporate Seal.

Other persons authorized by Corporate Resolution to execute agreements in it behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusion Affidavit.

You cannot witness your signature.


SIGNATURE OF CORPORATE
SECRETARY

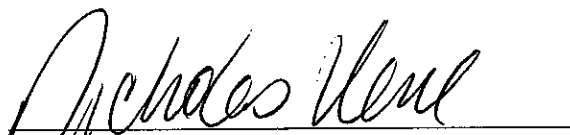
Eugene Ciarkowski.
PRINT NAME & TITLE
OF CORPORATE SECRETARY

Reliable Wood Products, LLC
NAME OF RESPONDENT

1 Caven Pl. Ave, Jersey City, NJ 07305
ADDRESS OF RESPONDENT

201-333-5244 X 102
TELEPHONE NUMBER

BY:


SIGNATURE

CORPORATE SEAL

Nicholas Vene
PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR PROPOSAL MAY BE REJECTED.

Section 3.13

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations. (Use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

See Information included
in Bid response

There have been no violations against Reliable Wood Products, LLC or any related
(Respondent)

companies and or affiliates within the past 5 years

Reliable Wood Products, LLC
(Respondent)

Nicholas Vene
(Type or print name of affiant under
signature) Nicholas Vene

Subscribed and sworn to before me this 26 day of August, 2008

EUGENE J. CIARKOWSKI
Attorney at Law
of New Jersey

Eugene J. Ciarkowski

(Notary Public)

My commission expires _____

Section 3.14

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS

Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in the amount is awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S 40A: 11-1. et seq.), the successful bidder shall be required within seven (7) days of receipt of the notice of award of the contract, to file with the Division of Purchase and the Township Clerk in accordance with Ordinance 1180-93, a written statement setting forth all political contributions in cash or in kind, of \$200.00 or more made within five (5) years of the date of the notice of the award, either directly or indirectly, by said bidder, and/or any of its principal officers, to any elected official of the Township currently in the office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms

BIDDER:

Nicholas Vena
SIGNATURE

TITLE:

Vice President

FOR:

Reliable Wood Products, LLC
CONTRACTOR

Sworn to and subscribed before me on this 26 day of August, 2008.

[Signature]
(Notary Public)

My commission expires on May 4, 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.15

Registrations and Certificates

The Respondent shall attach copies of valid and unexpired New Jersey Business Registration Certificate issued by the Department of Treasury and Public Works Contractor Registration issued by the Department of Labor. For those employees who are NJDEP Certified Compost Facility Operators, please attach copies of their certificates here.

See information included
in Bid response/proposal