

Exhibit “A”

**TEMPORARY THIRD EXTENSION OF
MANAGEMENT, OPERATION AND MAINTENANCE
SERVICE AGREEMENT FOR THE WEST ORANGE
RECYCLING CENTER AND COMPOSTING FACILITY**

This Temporary Third Extension Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at 393 Lincoln Boulevard, Middlesex, New Jersey ("Reliable").

WITNESSETH

WHEREAS, the Township is the owner of real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, (the "Property") and

WHEREAS, the Township utilizes this Property as an integral part of its Recycling Program as it houses the Facility; and

WHEREAS, the operations conducted at the Facility include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents to dispose of mixed paper, cardboard and commingled containers, and

WHEREAS, the Township has sought the services of a firm to operate the Facility for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Facility for mixed paper, cardboard and commingled containers; and

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2013 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

WHEREAS, on August 27, 2013, the Township received a response to the Request for Proposal from Reliable, a portion of which is annexed hereto as **Exhibit "B"**; and

WHEREAS, the Director of Public Works, along with the evaluation committee reviewed Reliable's proposal and found same to be responsive and recommended that a contract be awarded to Reliable; and

WHEREAS, by Resolution No. 183-13, adopted September 17, 2013, the Township Council authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal; and

WHEREAS, the Township and Reliable executed the agreement, annexed hereto as **Exhibit "C"** (the "Agreement") scheduled to expire on October 1, 2018; and

WHEREAS, on June 9, 2013, the Township advertised a Request for Proposal ("RFP") entitled "Request for Proposal for Operation of the Township of West Orange Recycling

Center" to award a new Contract to operate the West Orange Recycling Center (the "Contract") following the expiration of the Agreement; and

WHEREAS, on July 17, 2018, the Township received a single proposal from Reliable Wood (the "Proposal"), and

WHEREAS, the Proposal contains certain exceptions and conditions to be examined and evaluated by the Township prior to a determination as to the award of the Contract; and

WHEREAS, Reliable and the Township agreed to an executed a Temporary Extension Agreement for the Management, Operation and Maintenance Services for the Facility following the Township's adoption of Resolution 206-18 authorizing an extension of the current agreement; and

WHEREAS, Reliable and the Township agreed to an executed a Second Temporary Extension Agreement for the Management, Operation and Maintenance Services for the Facility following the Township's adoption of Resolution 284-18 authorizing a second extension of the agreement; and

WHEREAS, the Township still requires addition time to examine and evaluate the Proposal.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree that the terms and conditions of the Agreement, annexed hereto as Exhibit "C" shall be extended for an additional one (1) month until February 28, 2019.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

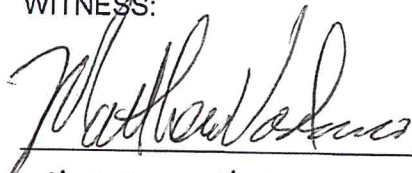
ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:



Matthew Vastano

4839-2941-4277, v. 1

RELIABLE WOOD PRODUCTS, LLC

By: 

Mr. Eugene J. Ciarkowski,
Managing Member

Exhibit “A”

Request for Proposal

For 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 2013

The Township of West Orange

Anne DeSantis

Purchasing Agent

66 Main Street, Room 111

West Orange, New Jersey 07052

973-325-4055

Section 1.0- General Description

- 1.01 General Description
- 1.02 Preparation, Submission and Opening of Proposals
- 1.03 Authorization to do Business in New Jersey
- 1.04 Qualifications
- 1.05 Familiarity with the Work
- 1.06 Interpretation of Documents
- 1.07 Cause of Rejection
- 1.08 Award of Execution of Contract
- 1.09 Insurance
- 1.10 Bid Proposal Security
- 1.11 Consent of Surety, Performance and Payment Bond
- 1.12 Contract Documents
- 1.13 Operations and Marketing
- 1.14 Proposal Form
- 1.15 Compliance with the New Jersey Prevailing Wage Act
- 1.16 Disputes Under the Contract
- 1.17 Affirmative Action Requirements
- 1.18 Historical Recycling Quantities
- 1.19 Site Improvement Plan
- 1.20 Timeline of Important Dates

Section 2.0- Technical Information

- 2.01 Definitions
- 2.1 Scope of Work- Overview and Summary
- 2.2 Site Conditions
- 2.3 Administration of Contract
- 2.4 Hours of Operation
- 2.5 Site Access by the Township and its Agents
- 2.6 Acceptable Materials
- 2.7 Prohibited Materials
- 2.8 Sources of Materials
- 2.9 Fees Charged to Users
- 2.10 Marketing of Recyclable Materials
- 2.11 Permits
- 2.12 Materials to Township
- 2.13 On Site Improvements and Site Preparation
- 2.14 Work to be Performed
- 2.15 Utilities
- 2.16 Accident Reporting
- 2.17 Record Keeping
- 2.18 Regulatory Oversight by West Orange
- 2.19 Liquidated Damages
- 2.20 Annual Reporting of Recycling Convenience Center Activity

- 2.21 Changes to Operating Procedures
- 2.22 Termination
- 2.23 Operator Non- Performance
- 2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

- 3.01 Respondent Disclosure Form
- 3.02 Affidavit of Authorization for Contract
- 3.03 Moral Integrity Affidavit for Contract
- 3.04 Non-Collusion Affidavit
- 3.05 Subcontractor Use Form
- 3.06 Experience Statement
- 3.07 Qualifications of Personnel
- 3.08 Equipment List (in a form to be supplied by responding party)
- 3.09 Consent of Surety
- 3.10 Affirmative Action Requirements
- 3.11 Affirmative Action Affidavit
- 3.12 Proposal Form
- 3.13 Respondent Proposal Form
- 3.14 Disclosure of Violation Form
- 3.15 Disclosure of Political Contributions
- 3.16 List of All Certified Compost Facility Operators with Copies of
Certificates (to be supplied by responding party)
- 3.17 Equipment Dedication Affidavit
- 3.18 Bid Bond Form (in a form to be supplied by responding party)

***Appendices – Facility Site Plan, and Site Improvement Plan and Layout – (to be
supplied by responding party)***

- Appendix “A” Current Facility Site Plan
- Appendix “B” Site Improvement Plan and Layout (in a form to be supplied by
responding party)

SECTION 1.0

GENERAL DESCRIPTION

1.01 ***General Description***

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

For 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 as set forth herein and 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, 2013** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, August 27, 2013**, and will be publicly opened by the Township of West Orange Clerk's Office on **Tuesday, August 27, 2013 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange. When submitting a response, there shall be three (3) copies submitted, and one (1) packet shall contain original documents.
- 1.02.2 The Proposal shall be submitted and prepared 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 or more in the entity. If made by a corporation, 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:

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

1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- o Respondent Disclosure Statement (See Section 3.01)
- o Affidavit of Authorization (See Section 3.02)
- o Moral Integrity Affidavit (See Section 3.03)
- o Non-Collusion Affidavit (See Section 3.04)
- o Subcontractor Use Form (See Section 3.05)
- o Experience Affidavit (See Section 3.06)
- o Personnel Affidavit (See Section 3.07)
- o Equipment List (in a form to be supplied by responding party)(See Section 3.08)
- o Consent of Surety (See Section 3.09)
- o Affirmative Action Requirement (See Section 3.10)
- o Affirmative Action Affidavit (See Section 3.11)
- o Proposal Form (See Section 3.12)
- o Respondent Proposal Form (See Section 3.13)
- o 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. (See Section 3.14)
- o Disclosure of Political Contributions (See Section 3.15)
- o All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party) (See Section 3.16)
- o Equipment Dedication Affidavit (See Section 3.17)
- o "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.18)
- o Facility Site Plan (See Appendix "A")
- o Detailed Facility Site Plan Improvements and Layout (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

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 submitted in writing on or before July 29, 2013, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before August 20, 2013.

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 and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's 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:

- o Facility Owner
- o Location of Facility
- o Responsibilities
- o Principals of each firm involved;
- o Contact person, including telephone number and address; and

- o 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 Subcontractor 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 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 it will make no claim for, a reduction in the payments made to the Township of West Orange under these 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 sole 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 with respect to this RFP. No

other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or 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 fully responsive to the 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 RFP.

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

1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. 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 RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:

- 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 weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost	0 to 40
2. Experience of Respondent	0 to 15
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15
6. Detailed Site Improvement Plan	0 to 5

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2013 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 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 contemplated herein 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” supplied by the responding party or its third-party company, and 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 it will not withdraw the Proposal while it is being considered and that it 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 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 Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

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 specifying 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. 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.

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 issue his decision, or request additional facts or documentation, after which 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 incurred 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 joinder 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 joinder.

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 Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 statues 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 report 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 the past five (5) years, the Recycling Center accepted approximately the following quantity of materials for recycling (quantities in tons):

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Aluminum Beverage Cans	Glass Food Containers	Corrugated Paper	Mixed Paper and Newspaper	Steel Cans (non-toxic)
2008	3,832	4,401	1,470	198	271	664	775	58
2009	2,183	4,421	1,351	123	298	373	305	56
2010	1,901	8,016	507	185	303	387	515	72
2011	9,644	1,662	1,872	9	128	239	391	18
2012	8,617	2,014	2,871			135	279	

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed 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.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

Timeline of Important Dates

DATE	EVENT
July 29, 2013	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com.
August 20, 2013	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
August 27, 2013	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange.
October 1, 2013	Contract between winning bidder and Township of West Orange will commence.
June 2, 2016	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one year period.
October 1, 2016	First additional one year contractual periods commences if Township exercises its option.
June 2, 2017	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one year period.
October 1, 2017	Second additional one year contractual periods commences if Township exercises its option.

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 plan in Appendix “A.” This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by 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 plan in Appendix “A.” The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than that incidentally found in the collection of leaves 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 the site plan in Appendix “A.” 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 Recycling Convenience Center, located at 590 Mt. Pleasant Avenue West Orange, New Jersey, and all facilities therein (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 Improvement” shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

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 Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, 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 in Section 2.12.3

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement 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 Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, written responses 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 current site plan is shown in Appendix “A.”

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 Respondent 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 shall be the Contract Administrator on behalf of the Township.

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.

2.5.2 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, consisting of tree parts and stumps, brush, and untreated wood
- 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(d) 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
- 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, Township Board of Education 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 is 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. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

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 at 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**, to 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 in its discretion.

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) Propane Tanks (empty)
- 2.11.2(i) 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. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

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

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year

2.12.3 Residential Product – In addition to the foregoing, 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.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(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 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, 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.

2.14.3(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.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

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 onsite 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 be 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.

2.18.7 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, up to 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 residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Up to five thousand dollars (\$5,000.00) 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 other than that incidentally found in the collection of leaves, 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 the Operator's personnel soliciting gratuities from residents, up to 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 of up to five thousand dollars (\$5,000.00) 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 of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of

West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

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's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, 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 Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance 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 operational 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 other governmental entity which is not cured within thirty (30) days; and
- 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 (1) person during all hours of operation;
 - 3. Failure to provide on-site every thirty (30) days at least one (1) tub-grinder and any 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; and
 - 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 one year Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, 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.

If a bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder to be non-responsive.

The Operator shall provide a one year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-bidding the contract.

- 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 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 DOCUMENTS

Article 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 COULD RESULT IN REJECTION.**

1. Business Form:

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

- ☐ Corporation
- ☐ Partnership
- ☐ Other- if other, specify: _____

Names of Officers of Corporation or Partners

<i>Name</i>	<i>Title</i>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Article 3.02

*State of New Jersey
Township of West Orange*

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

that he is the _____ (***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.

(*Type of print name of affiant under signature*)

Subscribed and sworn to before me this _____ day of _____ 2013.

(*Notary Public*)

My commission expires _____.

Article 3.03

State of New Jersey

Township of West Orange

Moral Integrity Affidavit for Contract

State of _____
SS.

County of _____

I, _____, the _____ of
_____ 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).

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).

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 is: _____

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:

(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.

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2013.

(Notary Public)

My commission expires _____.

Article 3.04
Non-Collusion Affidavit

State of _____

SS.

County of _____

I, _____ of the Township of _____, in the County of _____ and the State of _____, of full age being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the 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 _____ (N.J.S.A. 52:34-15).

Name of Contractor _____

(Sign Name Here)

Subscribed and sworn before me on this _____ day of _____ 2013.

(Notary Public)

My commission expires: _____

Note to Notary: When completing this form, 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 from 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 WILL BE REJECTED.

Article 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.

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:

(Name of Company)

(Address)

(Date)

BY:

(Sign Name (Original Signature Only))

(Print Name & Title)

Article 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.)

(Witness)

(Name of Company)

(Address)

(Date)

BY:_____
Sign Name (Original Signature Only)

(Print Name and Title)

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

Article 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.

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

(Witness)

(Name of Company)

(Address)

(Date)

BY:_____
Sign Name (Original Signature Only)

(Print Name and Title)

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

Article 3.08

Equipment List

[illegible]

Article 3.09

***Consent of Surety
To Accompany Proposal***

_____ (hereinafter called Surety), organized and existing under the laws of
The State of _____ and duly authorized and qualified to transact business in the State of
New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States
of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration,
hereby certified and agrees that if the contract for which that attached bid is made be awarded to
_____ (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 _____ to the
TOWNSHIP OF WEST ORANGE and if Contractor shall enter into the contract with a bond in
the full amount of the contract price.

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

Note: Proof of authority of officers of Surety Company to execute this document must be
submitted.

Article 3.10

Affirmative Action Requirement

Required Affirmative Action Evidence

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

Goods, Professional Service and General Service Contracts

Upon Award of a Goods and Service or Professional Services contract, it is the responsibility of the Public Agency to provide the vendor with the Initial Employee Information Report, Form AA-302, if the vender doesn't have a Certificate or Letter of Federal Approval. The Division does not supply this form to the Vendor. If the Public Agency requires a supply of forms, the Public Agency may call (609) 292-5475 and leave a detailed message on the voice mail system or submit a request to the Division of Affirmative Action forms. Forms will be mailed out to the Public Agency upon receipt of the message.

If the vendor has an expired certificate, the vendor must apply directly to the Division for a Renewal Form AA-302, Employee Information Report. As early as 90 days prior to the expiration of a certificate, a vendor may submit an application for renewal of the Certificate.

(Print or type Firm Name)

(Sign Name & Title- Stamped Signature Not Accepted)

(Print or Type Name & Title)

(Print or Type Date)

Article 3.11

Affirmative Action Affidavit

State of _____

Operation of the Township of West
Orange

SS.

Recycling Center

County of _____

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

I am (President, Partner, Owner) of the firm of _____ a bidder making a
Proposal to provide Operation of the Township of West Orange Recycling Center and in
that capacity I have executed the Bid Proposal with full authority to do so.

Further, as the bidder I will comply with and certify that he/she is aware of the commitment
to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to
furnish the required forms of evidence.

I further understands that my bid shall be rejected as non-responsive if fail to comply with
the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

If the undersigned is an individual bidder, I sign in such capacity. If I sign in a
representative capacity, this Affidavit binds my principal and I certify that I have the
authority to bind my principal.

Signature of Company Officer

Subscribed and sworn to before me

this _____ day of _____ 201

Notary Public of
My Commission expires _____, 20

Article 3.12

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

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operations 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, 2013 (PERIOD OCTOBER 1, 2013 THROUGH
SEPTEMBER 30, 2016)

\$ _____
In Numerals

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2013 (MONTHS 1 THROUGH 36)

\$ _____
In Numerals

In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2016 (PERIOD OCTOBER 1,
2016 THROUGH SEPTEMBER 30, 2017)

\$ _____
In Numerals

In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2017 (PERIOD OCTOBER 1, 2017 THROUGH
SEPTEMBER 30, 2018)

\$ _____
In Numerals

In Words

ARTICLE 3.13

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 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 (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its 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-Collusions Affidavit.

You cannot witness your own signature.

NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY

ADDRESS OF RESPONDENT

PRINT NAME & TITLE
CORPORATE SECRETARY

TELEPHONE NUMBER

By:

SIGNATURE

PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

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

ARTICLE 3.14

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.

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years

(Type or print name of affiant under
signature)

Subscribed and sworn to before me this _____ day of _____, 2013

(Notary Public)

My commission expires _____.

ARTICLE 3.15

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 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: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2013.

(Notary Public)

My commission expires on _____.

Article 3.16

List All Certified Compost Facility Operators and Include Copies of Certificates,
including Compost Facility Operator Certificate
(to be supplied by responding party)

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS: Township of West Orange Recycling

of the _____ and being duly
(Name of Bidder)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Name of Firm or Individual	Title
Signature	Date

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public of
My Commission expires _____, 20

Article 3.18

Bid Bond Form

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

SIX (6) BUNKER SPACES (15'X30") FOR DROP OFF OF
LEAVES AND VEGETATED WASTE WITH PARKING
STALLS (15'X20") FOR PICK UP OF SOIL, MULCH, AND WOOD CHIPS

SIX (6) BUNKER SPACES (15'X30') FOR DROP OFF OF
LEAVES AND VEGETATED WASTE WITH PARKING
(X20') FOR PICK UP OF SOIL, MULCH, AND WOOD CHIPS

AREA TO BE USED FOR:
STORAGE OF UNPROCESSED CLASS B MATERIALS
STORAGE OF PROCESSED CLASS B & C MATERIALS

TEMP. LEAF
STORAGE
FOR TRANSFER

LEAF COMPOST AREA
30' WIDE
(3 ACRES MAX.)

16' WIDE FIRE LANE (TYP)

AREA

ENTRANCE

**COMMON
EXIT**

- GATEHOUSE

COMPACTOR
— TO REMAIN
(REAR LOAD)

**RESIDENT
DROP OFF**

50' X 12'
— ADMINISTRATIVE
TRAILER

5 (30' X 12')
— FINISHED MATERIAL
STORAGE BINS

APPENDIX "A"

REFERENCES:

1. LOT LINES ON TOWNSHIP OF WEST ORANGE TAX MAPS PAGE 46 DATED MARCH 9, 1988 BY JOHN T. MCCANN.
2. EXISTING CONDITIONS WERE TAKEN FROM AN AERIAL SURVEY BY ROBINSON AERIAL SURVEYS INC., DATED 10/25/09 WITH PHOTOGRAPHY DATE OF 04/16/06, AND NAME COMPOST YARD, LOCATED IN WEST ORANGE, NJ.
3. UPDATED EXISTING FEATURES TAKEN FROM AERIAL 2007-2008 HIGH RESOLUTION ORTHOPHOTOGRAPHY NUMBER JE49 OBTAINED FROM THE NEW JERSEY GEOGRAPHIC INFORMATION NETWORK.

9			
8			
7			

6	
5	
4	
3	
2	
1	

REVISIONS

CHCD
CPR

DATE: 7/27/12
PROJ.: 990104
SCALE: 1"= 30'

THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS AUTHORIZED FOR USE ONLY BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED OR WHOSE USE IS EXPRESSLY AUTHORIZED BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED. ANY OTHER USE OR REPRODUCTION OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN IS STRICTLY PROHIBITED. ANY SUCH VIOLATION SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEERING ASSOCIATES, INC. ALL RIGHTS RESERVED.

OMLAND
ENGINEERING ASSOCIATES, INC.

54 Housatonic Street
Cedar Knolls, New York 07027
Phone: 875-305-8800
FAX: 875-305-4488
E-mail: oeo@omland.com
NJ Certificate No. 246CA03643700

Charles Thomas, Jr.

CHARLES THOMAS, JR., N.E., Professional Engineer, D.E.
2459 33rd Street, Suite 440
Cedar Knolls, New York 10516
Phone: 875-305-4480
Fax: 875-305-4488

PERMITTING PLANS FOR
 TOWNSHIP OF WEST ORANGE
 ECOLOGICAL CENTER
 SITE PLAN
 BLOCK 170, LOTS 13, 15.03 & 17
 NEW JERSEY
 DEPT. OF ENVIRONMENTAL PROTECTION
 DIVISION OF LAND USE AND PLANNING

SHEET No. 1 OF 1

Exhibit “B”

Request for Proposal

For 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 2013

*The Township of West Orange
Anne DeSantis
Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052*

Section 1.0- General Description

- Public Notice
- 1.01 General Description
- 1.02 Preparation, Submission and Opening of Proposals
- 1.03 Authorization to do Business in New Jersey
- 1.04 Qualifications
- 1.05 Familiarity with the Work
- 1.06 Interpretation of Documents
- 1.07 Cause of Rejection
- 1.08 Award of Execution of Contract
- 1.09 Insurance
- 1.10 Bid Proposal Security
- 1.11 Consent of Surety, Performance and Payment Bond
- 1.12 Contract Documents
- 1.13 Operations and Marketing
- 1.14 Proposal Form
- 1.15 Compliance with the New Jersey Prevailing Wage Act
- 1.16 Disputes Under the Contract
- 1.17 Affirmative Action Requirements
- 1.18 Historical Recycling Quantities
- 1.19 Site Improvement Plan
- 1.20 Timeline of Important Dates

Section 2.0- Technical Information

- 2.01 Definitions
- 2.1 Scope of Work- Overview and Summary
- 2.2 Site Conditions
- 2.3 Administration of Contract
- 2.4 Hours of Operation
- 2.5 Site Access by the Township and its Agents
- 2.6 Acceptable Materials
- 2.7 Prohibited Materials
- 2.8 Sources of Materials
- 2.9 Fees Charged to Users
- 2.10 Marketing of Recyclable Materials
- 2.11 Permits
- 2.12 Materials to Township
- 2.13 On Site Improvements and Site Preparation
- 2.14 Work to be Performed
- 2.15 Utilities
- 2.16 Accident Reporting
- 2.17 Record Keeping
- 2.18 Regulatory Oversight by West Orange
- 2.19 Liquidated Damages
- 2.20 Annual Reporting of Recycling Convenience Center Activity
- 2.21 Changes to Operating Procedures

- 2.22 Termination
- 2.23 Operator Non- Performance
- 2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

- 3.01 Respondent Disclosure Form
- 3.02 Affidavit of Authorization for Contract
- 3.03 Moral Integrity Affidavit for Contract
- 3.04 Non-Collusion Affidavit
- 3.05 Subcontractor Use Form
- 3.06 Experience Statement
- 3.07 Qualifications of Personnel
- 3.08 Equipment List (in a form to be supplied by responding party)
- 3.09 Consent of Surety
- 3.10 Affirmative Action Requirements
- 3.11 Affirmative Action Affidavit
- 3.12 Proposal Form
- 3.13 Respondent Proposal Form
- 3.14 Disclosure of Violation Form
- 3.15 Disclosure of Political Contributions
- 3.16 List of All Certified Compost Facility Operators with Copies of Certificates
(to be supplied by responding party)
- 3.17 Equipment Dedication Affidavit
- 3.18 Bid Bond Form (in a form to be supplied by responding party)
- 3.19 Iranian Disclosure Statement

Appendices – Facility Site Plan, and Site Improvement Plan and Layout – (to be supplied by responding party)

- Appendix “A” Current Facility Site Plan
- Appendix “B” Site Improvement Plan and Layout (in a form to be supplied by responding party)

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

July 15, 2013

NOTICE TO BIDDERS

The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center.**

The submission date is **Tuesday August 27, 2013 at 3:30 pm**, bids received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to adesantis@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified. Bidder must supply one (1) original, two (2) copies of original, and one (1) PDF copy on CD ROM.

Each proposal must be accompanied by a bid bond or certified check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for 100% of bid proposal. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), have a valid NJ Business Registration Certificate P.L. 2004, c.57, and must comply with the New Jersey Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Anne DeSantis
Purchasing Agent

1.01 *General Description*

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

For 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 as set forth herein and 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, 2013** with options to renew for two additional one (1) year periods.

1.02 *Preparation, Submission and Opening of Proposals*

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, August 27, 2013**, and will be publicly opened by the Township on **Tuesday, August 27, 2013 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be one (1) original, two (2) copies of original, and one (1) PDF copy on CD Rom.
- 1.02.2 The Proposal shall be submitted and prepared 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 or more in the entity. If made by a corporation, 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

1.02.4

Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- Respondent Disclosure Statement (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Moral Integrity Affidavit (See Section 3.03)
- Non-Collusion Affidavit (See Section 3.04)
- Subcontractor Use Form (See Section 3.05)
- Experience Affidavit (See Section 3.06)
- Personnel Affidavit (See Section 3.07)
- Equipment List (in a form to be supplied by responding party)(See Section 3.08)
- Consent of Surety (See Section 3.09)
- Affirmative Action Requirement (See Section 3.10)
- Affirmative Action Affidavit (See Section 3.11)
- Proposal Form (See Section 3.12)
- Respondent Proposal Form (See Section 3.13)
- 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. (See Section 3.14)
- Disclosure of Political Contributions (See Section 3.15)
- Iranian Disclosure Statement (see Section 3.16)
- All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party) (See Section 3.17)
- Equipment Dedication Affidavit (See Section 3.18)
- "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.19)
- Facility Site Plan (See Appendix "A")
- Detailed Facility Site Plan Improvements and Layout (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

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 submitted in writing on or before July 29, 2013, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren

Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before August 20, 2013.

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 and Additional Submission Requirements*

- 1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's 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 Subcontractor 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 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 it will make no claim for, a reduction in the payments made to the Township of West Orange under these 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 sole 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 with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or 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 fully responsive to the 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 RFP.
- 1.08 *Award and Execution of Contract*
- 1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. 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 RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:
- 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 weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost	0 to 30
2. Experience of Respondent	0 to 25
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2013 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 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 contemplated herein 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 coverage 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" supplied by the responding party or its third-party company, and 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 it will not withdraw the Proposal while it is being considered and that it 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 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 Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

- 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 specifying 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. 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.
- 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 issue his decision, or request additional facts or documentation, after which 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 incurred 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 joinder 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 joinder.

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 Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment

because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 report 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.

In the past five (5) years, the Recycling Center accepted approximately the following quantity of materials for recycling (quantities in tons):

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Aluminum Beverage Cans	Glass Food Containers	Corrugated Paper	Mixed Paper and Newspaper	Steel Cans (non-toxic)
2008	3,832	4,401	1,470	198	271	664	775	58
2009	2,183	4,421	1,351	123	298	373	305	56
2010	1,901	8,016	507	185	303	387	515	72
2011	9,644	1,662	1,872	9	128	239	391	18
2012	8,617	2,014	2,871			135	279	

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement.

1.19 *Site Improvement Plan*

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed 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.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 *Timeline of Important Dates*

DATE	EVENT
July 29, 2013	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com.
August 20, 2013	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
August 27, 2013	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange.
October 1, 2013	Contract between winning bidder and Township of West Orange will commence.
June 2, 2016	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one year period.
October 1, 2016	First additional one year contractual periods commences if Township exercises its option.
June 2, 2017	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one year period.
October 1, 2017	Second additional one year contractual periods commences if Township exercises its option.

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 plan in Appendix "A." This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by 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 plan in Appendix "A." The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than that incidentally found in the collection of leaves 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 the site plan in Appendix "A." 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 Recycling Convenience Center, located at 590 Mt. Pleasant Avenue West Orange, New Jersey, and all facilities therein (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 Improvement" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

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 Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, 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 in Section 2.12.3

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement 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 Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, written responses 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 current site plan is shown in Appendix "A."

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 Respondent 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 shall be the Contract Administrator on behalf of the Township.

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 pm 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.

2.5.2 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, consisting of tree parts and stumps, brush, and untreated wood
- 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(d) 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
- 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, Township Board of Education 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 is 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. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

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 at 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**, to 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 in its discretion.

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) Propane Tanks (empty)
- 2.11.2(i) 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. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange at no charge for choice of regular or colored mulch:

- 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 Township Board of Education –the Operator shall also annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

- 2.12.2(a) Mulch – 120 cubic yards per year.
- 2.12.2(b) Top soil (double screened) – 150 cubic yards per year

2.12.3 Residential Product – In addition to the foregoing, 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.

- 2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.
- 2.12.3(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 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, 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.

2.14.3(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.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

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 onsite 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 be 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.

2.18.7 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, up to 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 residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Up to five thousand dollars (\$5,000.00) 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 other than that incidentally found in the collection of leaves, 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 the Operator's personnel soliciting gratuities from residents, up to 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 of up to five thousand dollars (\$5,000.00) 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 of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

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's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, 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 Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance 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 operational 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 other governmental entity which is not cured within thirty (30) days; and
- 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 (1) person during all hours of operation;
3. Failure to provide on-site every thirty (30) days at least one (1) tub-grinder and any 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; and
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 one year Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, 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.

If a bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder to be non-responsive.

The Operator shall provide a one year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance

bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-bidding the contract.

- 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 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 DOCUMENTS

ARTICLE 3.1

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. _____

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Co: ☒ _____
Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

Name: See Exhibit 3.1 attached hereto

Home Address: _____

Name: _____

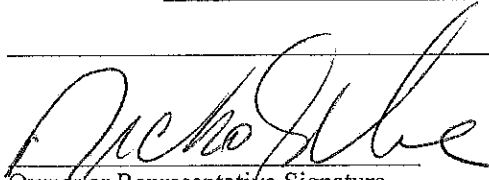
Home Address: _____

Name: _____

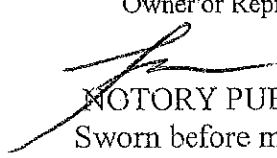
Home Address: _____

Name: _____

Home Address: _____


Owner or Representative Signature

Nicholas Vene, Senior Regional
Print Name & Title Vice President


NOTARY PUBLIC

Sworn before me this 27 day of August 2013.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

EXHIBIT 3.1

SHAREHOLDER DISCLOSURE

With regard to the disclosure requirements under N.J.S.A. 52:25-24.5, please review the following:

Disclosure of Ownership:

1. Reliable Wood Products, LLC., a New Jersey limited liability company and Nature's Choice Corporation, a New Jersey corporation, each having a principal office at 1 Caven Point Avenue, Jersey City, NJ 07305, are both 100% owned by Harvest Garden State, L.L.C., a Delaware limited liability company with a principal address at 221 Crescent Street, Suite 402, Waltham, MA 02453 ("Harvest Garden State").
2. Harvest Garden State is 100% owned by Harvest Power, Inc., a Delaware corporation with a principal address at 221 Crescent Street, Suite 402, Waltham, MA 02453 ("Harvest" or the "Company").
3. Harvest is owned by multiple stockholders. The following two stockholders own 10% or more of the outstanding stock:
 - 3.1. KPCB Holdings, Inc. ("KPCB") as nominee (c/o Kleiner Perkins Caulfield Byers, 2750 Sand Hill Road Menlo Park, CA 94025). KPCB is a private equity investment fund with its principal office located in Menlo Park, CA. The identities of individual fund investors having a ten percent (10%) or more ownership interest in the fund is not known by the owners, officers or employees of Harvest or its subsidiaries and is deemed confidential and the subject of separate non-disclosure agreements between individual investment partners and the fund and its officers, employees, managers and advisors. Neither Harvest nor any of its subsidiaries is a party to these non-disclosure agreements.
 - 3.2. TNVP Harvest Power Fund I, L.P. ("TNVP") (205 N. Michigan Ave. Suite 2930 Chicago, IL 60601). TNVP is a private equity investment fund with its principal office located in Chicago, IL. The identities of individual fund investors having a ten percent (10%) or more ownership interest in the fund is not known by the owners, officers or employees of Harvest or its subsidiaries and is deemed confidential and the subject of separate non-disclosure agreements between individual investment partners and the fund and its officers, employees, managers and advisors. Neither Harvest nor any of its subsidiaries is a party to these non-disclosure agreements.

None of the stockholders of Harvest identified above have the ability to control or manage the activity of the Company.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

HARVEST GARDEN STATE, LLC

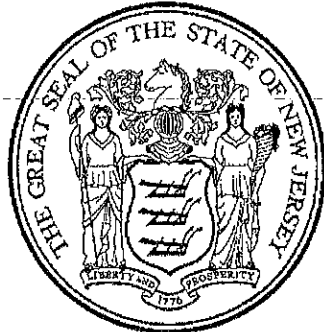
0600390586

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Limited Liability Company was registered by this office on September 5, 2012.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628*



Certification# 129294335

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
16th day of August, 2013*

*Andrew P Sidamon-Eristoff
State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Article 3.2

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 McCambell Rd., Holmdel, NJ

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

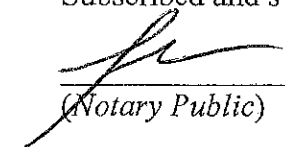
that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

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

knowledge and belief.


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

Subscribed and sworn to before me this 27th day of August 2013.


(Notary Public)

My commission expires May 4, 2014.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Artical 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, Senior Regional
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 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:
See Schedule 3.03 attached hereto

(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.

Reliable Wood Products, LLC
(Respondent)

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

Nicholas Vene

Subscribed and sworn to before me this 27th day of August 2013.

[Signature]
(Notary Public)

My commission expires May 4, 2014.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

SCHEDULE 3.03

RELIABLE WOOD PRODUCTS, LLC

Officers:

Nicholas Vene

Senior Regional Vice President

1 Caven Point Avenue, Jersey City, NJ 07305

Eugene J. Ciarkowski

Vice President & Secretary

1 Caven Point Avenue, Jersey City, NJ 07305

Matthew Vastano

Vice President & Sales Manager

1 Caven Point Avenue, Jersey City, NJ 07305

Principals:

Reliable Wood Products, LLC is a subsidiary of Harvest Garden State, LLC, having a principal office at 221 Crescent Street, Suite 402, Waltham, MA 02453. The managing member of this entity is Paul Sellew.

Harvest Garden State, LLC is a subsidiary of Harvest Power, Inc., having a principal office at 221 Crescent Street, Suite 402, Waltham, MA 02453. The shareholders of Harvest Power, Inc. are disclosed on Exhibit 3.1 hereto which is made a part of this response and is incorporated herein by this reference as if set forth in its entirety.

Article 3.04

Non-Collusion Affidavit

State of New Jersey

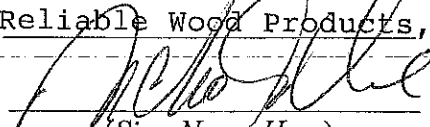
SS.

County of Hudson

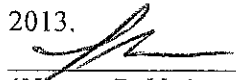
I, Nicholas Vene of the Township of Holmdel, in the County of Monmouth and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am Senior Regional Vice President of the firm of Reliable Wood Products, LLC, the bidder making the proposal for the above 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 Reliable Wood Products, LLC (N.J.S.A. 52:34-15).

Name of Contractor Reliable Wood Products, LLC


(Sign Name Here)

Subscribed and sworn before me on this 27th day of August 2013.


(Notary Public)

My commission expires: May 4, 2014

Note to Notary: When completing this form, 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 from the respondent should sign this form also.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Article 3.05

State of New Jersey

Township of New Jersey

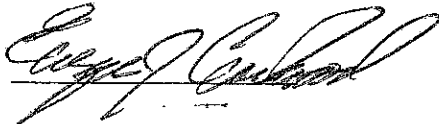
Sub-Contractor Use Form

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:



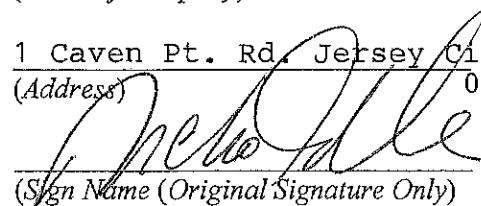
Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)

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

BY:


(Sign Name (Original Signature Only))

Nicholas Vene
(Print Name & Title)
Senior Regional Vice President

Article 3.06

Experience Statement

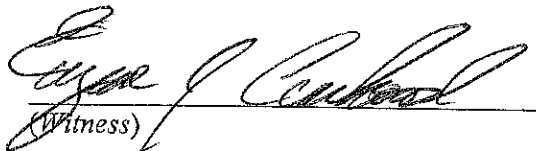
Township of West Orange, West Orange, New Jersey

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.)

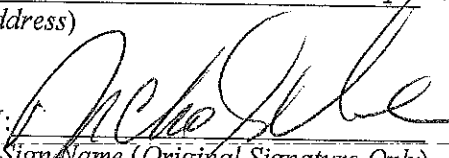
See Schedule 3.06 attached hereto.


(Witness)

Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)
1 Caven Point Avenue
Jersey City, New Jersey 07305
(Address)

BY: 
Signature (Original Signature Only)

Nicholas Vene
(Print Name and Title)

Senior Regional Vice President

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

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.06

EXPERIENCE STATEMENT

Reliable Wood Products

NATURE'S CHOICE CORPORATION

EXPERIENCE/ REFERENCES

1. Leaf and/or Grass Disposal Services of Middlesex County
Middlesex County Improvement Authority
Edward Windas, Manager
55 Edgeboro Road
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
Phone: 732-628-0221

\$1.3 Million/yr – 2 Year Contract – Pop. 500,000

2. Yard Waste Management
City of Clifton
Al Dubois, Recycling Coordinator
900 Clifton Avenue
Clifton, NJ 07013
Phone: 973-470-2239

Approximately \$454,000/yr– 5 Year Contract – Pop. 78,672

3. Yard Waste Management
Township of Montclair
Rob Bianco, Superintendent
Kevin Ward, Parks Superintendent
219 North Fullerton
Montclair, NJ 07042
Phone: 973-783-5600

Approximately \$350,000/yr – 5 Year Contract

4. Yard Waste Management
Borough of Bergenfield
Robert Barley, Superintendent
198 North Washington Avenue
Bergenfield, NJ 07601
Phone: 201-357-4055
310,000/yr – 2 Year Contract – Pop. 26,000

Reliable Wood Products

NATURE'S CHOICE CORPORATION

5. Yard Waste Management

City of Paramus

Guy Ciccone

Jockish Square

Paramus, NJ 07652

Phone: 201-265-2100 Ext. 687

\$185,000/yr – Pop. 25,700

6. Yard Waste Management

Township of Wayne

Tim Collins, Superintendent

425 Valley Road

Wayne, NJ 07470

Phone: 973-694-1800 Ext. 3315

\$400,000/yr – 4 Year Contract – Pop. 54,000

7. Composite Site Management

County of Union

2371 South Avenue

Scotch Plains, NJ 07076

Phone: 908-789-3680

\$1,000,000/yr – 3 Year Contract – Pop. 500,000

8. Yard Waste Disposal

Township of Parsippany

Greg Snyder, Supt. DPW

1001 Parsippany Blvd

Parsippany, NJ 07054

Phone: 973-263-7273

\$500,000/yr- 2 year contract- Pop. 50,649

Reliable Wood Products

9. Leaf Disposal

Township of Maplewood

Eric Burbank, Supt. DPW

359 Boyden Ave.

Maplewood, NJ 07040

Phone: 973-762-1175

\$250,000/yr-2 year contract-Pop. 23,868

10. Township of Bernardsville

Brush disposal hurricane Sandy

196 Mine Brook Road

Bernardsville, NJ 07924

Ph 908.766.3000

Joe Rossi Councilman

\$600,000/2013

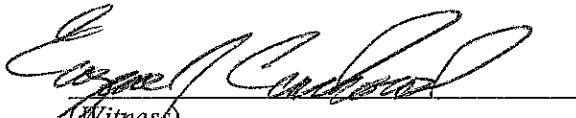
Article 3.07

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.

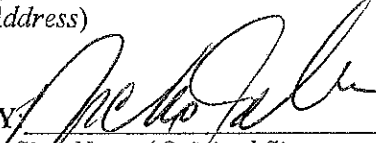
I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

See Schedule 3.07 attached - Section 3


(Witness)
Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)
1 Caven Point Avenue
Jersey City, New Jersey 07305
(Address)

BY 
Sign Name (Original Signature Only)

Nicholas Vene
(Print Name and Title)
Senior Regional Vice President

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

Article 3.08

Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable
Loader	Volvo - L20F		Own	
Loader	Komatsu - WA380		Own	
Loader	John Deere - 644J		Own	
Loader	John Deere - 644K		Own	
Tub Grinder	Diamond Z - 1466B		Own	
Screeners	Komptech - L3		Own	
Dozer	Komatsu - D65		Own	
Excavator	Komatsu - PC200		Own	
In addition to the equipment listed above, Reliable Wood Products, LLC owns similar or substantially similar additional equipment that may be used as substitute or to supplement the equipment listed above.				

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C.17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all Personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be request by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Article 3.11

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

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

Yes _____ (If yes, submit a copy of such approval)

☒ No

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

Yes X (If yes, submit a copy of such approval)

No

See Exhibit 3.11 attached hereto

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: Reliable Wood Products, LLC NAME: Nicholas Vene

SIGNATURE: [Signature] TITLE: Senior Regional Vice President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

original

Article 3.12

OPERATIONS

TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
PLEASANT AVENUE

PRICING

PROPOSAL FORM

I agree to pay the Township of West Orange the following payments, to be made for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operations 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, 2013 (PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016)

\$ 102,072.00

In Numerals

One hundred Two Thousand seventy Two dollars

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING OCTOBER 1, 2013 (MONTHS 1 THROUGH 36)

\$ 8,506.00

In Numerals

Eight Thousand Five hundred six dollars

In Words

original

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2016 (PERIOD OCTOBER 1, 2016
THROUGH SEPTEMBER 30, 2017)

\$ 108,072.00

In Numerals

one hundred eight thousand seventy two dollars

In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2017 (PERIOD OCTOBER 1, 2017 THROUGH
SEPTEMBER 30, 2018)

\$ 108,072.00

In Numerals

one hundred eight thousand seventy two dollars

In Words

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 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 (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its 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-Collusions Affidavit.

You cannot witness your own signature.

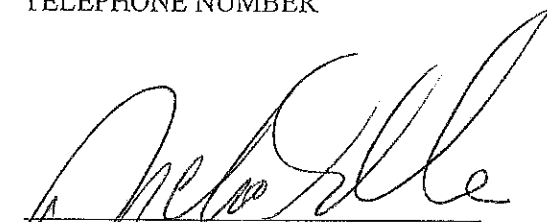

SIGNATURE OF CORPORATE SECRETARY

Reliable Wood Products, LLC
NAME OF THE RESPONDENT
1 Caven Point Avenue
Jersey City, NJ 07305
ADDRESS OF RESPONDENT

Eugene J. Ciarkowski
PRINT NAME & TITLE
SECRETARY

201-333-5244
TELEPHONE NUMBER

By:


SIGNATURE

SEAL

Nicholas Vene
PRINT OR TYPE NAME AND TITLE
Senior Regional Vice President
August 27, 2013

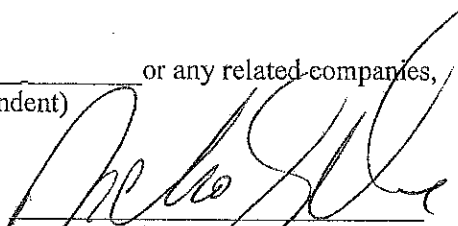
Article 3.14

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 Schedule 3.14 Attached Hereto.

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years


(Type or print name of affiant under
signature)

Nicholas Vene

Subscribed and sworn to before me this 26 day of August, 2013


(Notary Public)

My commission expires May 4, 2014

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Article 3.16

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Reliable Wood Products, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- € Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- € Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

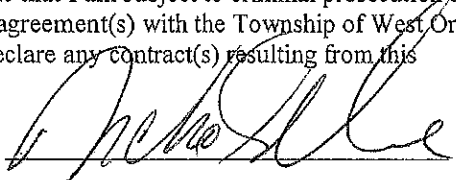
Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ <u>No Activity within Iran</u> _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____ _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Nicholas Vene

Signature: 

Title: Senior Regional
Vice President

Date: August 27, 2013

Article 3.17

List All Certified Compost Facility Operators and Include Copies of Certificates, including
Compost Facility Operator Certificate
(to be supplied by responding party)

See Schedule 3.17 Attached Hereto.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF HUDSON } SS: Township of West Orange Recycling

I, Nicholas Vene, am the Senior Regional Vice President
(Name of Affiant) (Identify Relationship to Bidder)

of the Reliable Wood Products, LLC and being duly
(Name of Bidder)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Reliable Wood Products, LLC
Name of Firm or Individual

Title Senior Regional
Vice President

Signature _____

Date August 27, 2013

Subscribed and sworn to before me

this 27 day of August 2013

Notary Public of New Jersey
My Commission expires May 4, 2014

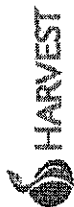
AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 5/4/2014

Article 3.19

Bid Bond Form

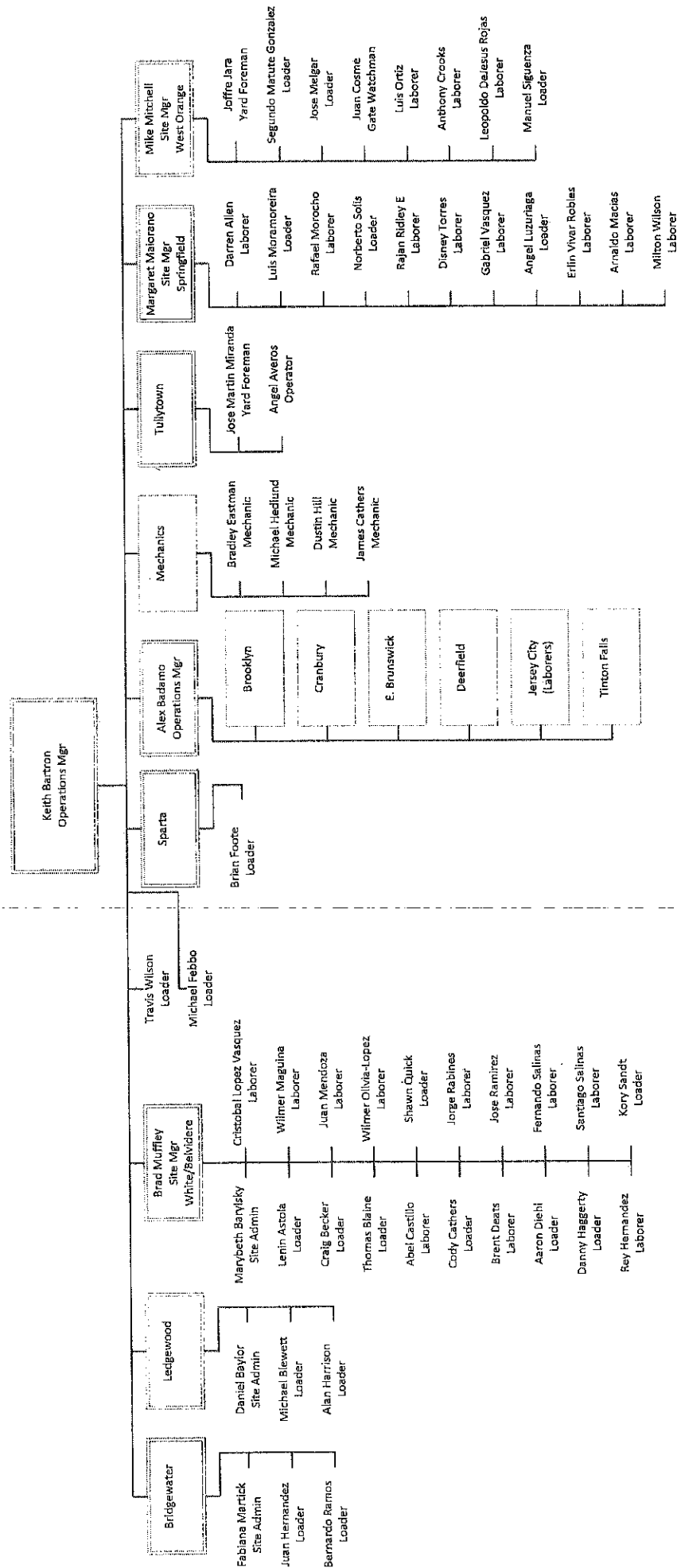
See Exhibit 3.09 Attached Hereto.

**THIS PAGE LEFT
INTENTIONALLY
BLANK**



Organizational Chart – Organics Processing, East Harvest Garden State – Operations

August 2013



RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.07

QUALIFICATION OF PERSONNEL

Management and Personnel

Operation of West Orange Environmental Center

The following persons will be responsible for the operation the West Orange Environmental Center:

1. Nicholas Vene- Senior Regional Vice President, Reliable Wood Products, LLC ("Reliable").

Nick has been in the recycling business for more than 15 years in connection with the recycling of plastic, paper, wood, leaves, and grass into products that are marketed and sold worldwide. The vegetative waste recycling business conducted by Reliable has continued to grow since its start in 1998 and now encompasses 14 locations in New Jersey, New York and Pennsylvania. Reliable has become the largest yard waste recycling company in the tri-state area. The experience, knowledge and expertise that Nick has developed is unmatched within the industry. In April 2006 Reliable was acquired by Harvest Power, Inc., a company that is focused on developing energy from organic waste, and continues to operate Reliable. Nick is involved with all aspects of Reliable on a day to day basis to keep the service to all customers as efficient and cost effective as possible. Nick also has successfully completed the Compost Operators Certification Course.

2. Pat D'Addona- Safety Officer

Pat started in the Yard waste recycling industry 26 years ago with Advanced Recycling located in Newark. He gained valuable experience in the processing of all types of yard waste and joined the Reliable team 10 years ago and is responsible for safety matters company-wide as well as certain areas of operations. Pat is a hands-on manager and has many years experience keeping Class C and Class B facilities DEP compliant. Pat has successfully completed the Compost Operators Certification Course.

3. Keith Bartron- Operations Manager

Keith has been involved with recycling since 1992 with assignments of increasing responsibility with Nature's Choice Corporation, and since the acquisition of that company, with Reliable also. Keith started as an equipment operator and has climbed the ranks to be part of the management team of Reliable. Keith is familiar with all aspects of the West Orange Facility and will be a key employee concerning the operation of the facility. He has also completed the Compost Operators Certification Course.

4. Mike Mitchell- West Orange Site Manager

Prior to Mike's employment with Reliable, Mike owned a trucking company that transported materials to different recycling facilities throughout the tri-state area. His company was an owner operator to Reliable and he became familiar with the transportation of all materials within the Reliable network. In 2006 Mike joined Reliable as a site manager for the South Brunswick Facility where he gained valuable experience running a recycling facility. In March of 2008 Mike became site manager in West Orange and is the person responsible for day-to-day operations. Mike has successfully completed the Compost Operators Certification Course.

5. Joffre Jara- Yard Foreman

Joffre has 12 years' experience working at the West Orange Facility. The first 4 years were with Nature's Choice and the balance with Reliable. Joffre is a conscientious young man that has a lot of experience with yard waste recycling and is a valuable member of the West Orange operations team.

In addition to the management personnel listed above Reliable also has the necessary number of employees to operate the West Orange facility safely and efficiently as has been done for the past several years. Reliable has the depth of personnel to assure that the facility will always be adequately staffed not only for the processing of recyclable materials but also to assist West Orange residents with their individual recycling needs.

Reliable also has been able to work effectively with West Orange Township personnel, including Messrs. Lepore and Salese, and the appointed independent monitor entity, DeFeo Associates, to meet the recycling goals of the Township.

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.17

SECTION 3 COMPOST FACILITY OPERATOR CERTIFICATE

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Mike Mitchell

For successfully completing the requirements of

NJ Compost Operator Certification Course

May 2, 2008

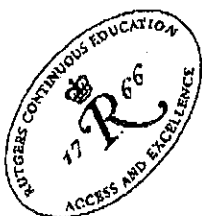
00.6 CEUs

Edward V. Lipman, Jr.

Edward V. Lipman, Jr.
Director
Office of Continuing Professional Education

Mark G. Robson

Mark G. Robson
Director
New Jersey Agricultural Experiment Station



THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
COOK COLLEGE
CONTINUING PROFESSIONAL
EDUCATION

THIS CERTIFICATE IS AWARDED TO

Pat D'Addona

For the Completion of

NJ Compost Operator Certificate Course

April 23, 2004

00.6 CEUs

Edward V. Lipman Jr.,
Director
Continuing Professional Education



Dr. Karyn Malinowski
Dean of Outreach
And Extension Programs

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

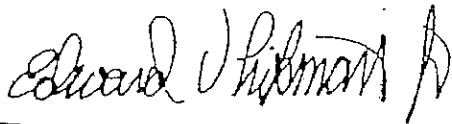
Matthew Vastano

For the completion of

**New Jersey Compost Operator
Certification Course**

February 4, 1998

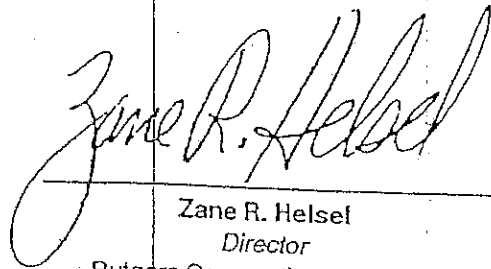
0.6 CEUs



Edward V. Lipman, Jr.

Director

Continuing Professional Education



Zane R. Helsel

Director

Rutgers Cooperative Extension

SITE OPERATIONS EXPERIENCE

The Following Class C & Class B facilities are owned and/or operated under the management of Reliable Wood Products:

Site	Type	Years Operated
Reliable Wood Products, LLC 1 Caven Point Ave Jersey City, NJ 07305 Facility Registration # 134654, 0906001570 Contact: N. Vene	Class B	2003 to present Operations
West Orange Environmental Center 590 Mount Pleasant Ave West Orange, NJ 07052 Contact: N. Salese	Class B/ C exempt	2004 to present Management
Reliable Wood Products, LLC 234 Broadway Road South Brunswick, NJ 08512 Facility Registration # 132312, CBG070002 Contact: N. Vene	Class B	2006 to present Operations
Mazza & Sons, Inc. 3230 Shafto Road Tinton Falls, NJ 07755 Facility #132440 Contact: D. Mazza, Jr.	Class B	2003 to present Management
Natures Choice Corporation 40 Foul Rift Road Belvidere, NJ 07823 Facility Registration # 132773, CCG70002 Contact: N. Vene	Class C	2005 to present Management
Natures Choice Corporation 1311 Rte 77 Upper Deerfield, NJ 08302 Facility Registration # 132084, REC050002 Contact: N. Vene	Class C & B	2005 to present Operations

Natures Choice Corporation 1405 Rte 46 West Roxbury, NJ 07852 Facility Registration # 133630, CBG040002 Contact: N. Vene	Class B	2005 to present Management
County of Union Shunpike Road Springfield, NJ 07081 Facility Registration #133673, CCG060002 Contact: J. Policay (908-789-3657)	Class C	2005 to present Management
New Jersey Meadowlands Commission Bellville Tpke North Arlington, NJ 07031 Facility Registration # 132237, REC050003 Contact: T. Martaurano	Multi Class	2012 to present Management
Township of Bridgewater 136 Foothill Road Bridgewater, NJ 08807 Contact: T. Forsyth (908-725-6300)	Class B Exempt	2007 to present Management
Grinnell Recycling Facility 482 Houses Corner Road Sparta, NJ 07871 Facility Registration # 132685 Contact: J. Cofrancesco	Class B	2013 & continuing Management

Additionally, Reliable Wood Products, LLC operates recycling facilities for Waste Management in Brooklyn, New York since November 2008 and Tullytown, Pennsylvania since December 2010.

It also has operated a facility at Morrisville, Pennsylvania since May, 2013 with an initial contract term of 14 months.

Reliable wood Products and Nature's Choice Corporation have operated and/or managed each of the facilities listed above successfully and in compliance with applicable statutes, laws and regulations or have corrected operations or management to be in compliance when so advised.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

MAIL CODE 401-02C
Solid & Hazardous Waste Management Program
P.O. Box 420
Trenton, New Jersey 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

January 2, 2013

Mr. Eugene J. Ciarkowski
Executive Vice President
Nature's Choice Corporation
1 Caven Point Avenue
Jersey City, New Jersey 07305

Re: Class C Recycling Center General Approval
Nature's Choice – White Township
Township of White, Warren County
Facility ID No: 132733

Dear Mr. Ciarkowski:

Nature's Choice Corporation was issued a renewal of its Class C Recycling Center General Approval on July 8, 2008. The expiration date for this approval was September 30, 2012. Nature's Choice submitted a timely renewal application to the Department on July 6, 2012, however the Department returned the application to allow Nature's Choice to modify it to account for changes necessary to address stormwater management issues at the site.

Pursuant to N.J.S.A. 52:14B-11, the General Approval issued July 8, 2008 remains effective until the Department has made a final determination regarding the facility.

Sincerely,

Anthony Fontana, Chief
Bureau of Transfer Stations & Recycling Facilities

C: Mary Siller, Supervisor, Bureau of Solid Waste Compliance & Enforcement



RON S. CORZINE
Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Management Program
P.O. Box 414 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 984-5950 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

LISA P. JACKSON
Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS C RECYCLABLE MATERIALS**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

NATURE'S CHOICE CORPORATION

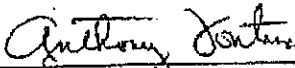
Facility Type:	Recycling Center
Lot Nos.:	11
Block Nos.:	21
Municipality:	White Township
County:	Warren
Facility ID No.:	132773
Permit No.:	CCG70002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

July 8, 2008
Issuance Date

September 30, 2012
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM
401 EAST STATE STREET, 2ND FLOOR WEST
P.O. BOX 420
TRENTON, NJ 08625-0420
Telephones: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

BOB MARTIN
Commissioner

RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

NEW JERSEY MEADOWLANDS COMMISSION

Facility Type:	Recycling Center - Multiple Classes
Lot & Block Nos.:	10(portion of), 149
Municipality:	Kearny
County:	Hudson
Facility ID No.:	132237
Permit No.:	REC120002

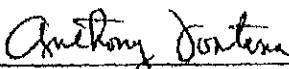
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

April 8, 2010
Issuance Date

April 25, 2012
Latest Modification Date

December 31, 2014
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations
& Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM
401 EAST STATE STREET, 2ND FLOOR WEST
P.O. BOX 420
TRENTON, NJ 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

BOB MARTIN
Commissioner

FOR CLASS B RECYCLABLE MATERIALS FOR WOOD (NON-CHEMICALLY TREATED AND UNPAINTED), BRUSH, STUMPS, TREE PARTS AND LEAVES

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

Reliable Wood Products, Inc.

Facility Type:	Recycling Center for Class B Materials
Lot & Block Nos.:	Lot 25, Block 5
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBG120002

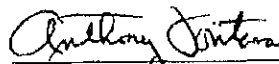
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

February 6, 2009
Issuance Date

March 19, 2012
Latest Modification Date

January 24, 2014
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations &
Recycling Facilities



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Mail Code 401-02C

DEP Climate and Env. Mgt. Solid & Hazardous Waste
P.O. Box 420

Trenton, New Jersey 08625-0420

Telephone: (609) 984-6985 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

COUNTY OF UNION

Facility Type:	Recycling Center
Lot & Block Nos.:	Portion of Lot 1, Block 185.01
Municipality:	Springfield
County:	Union
Facility ID No.:	133673
Permit No.:	CCG100002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) Zone or subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits or approvals from the Department of Environmental Protection.

February 10, 2011
Issuance Date

October 18, 2015
Expiration Date



Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling
Facilities



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Management Program

P.O. Box 414 401 East State Street

Trenton, New Jersey 08625-0414

Telephone: (609) 984-5950 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

JON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS FOR
STUMPS, TREE LIMBS, TREE PARTS, TREE TRUNKS, BRUSH, PALLETS,
CLEAN WOOD WASTE, WHOLE TREES, WOOD CHIPS, LEAVES**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

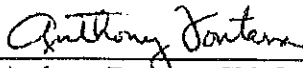
Reliable Paper Recycling, Inc

Facility Type:	Class B Recycling
Lot & Block Nos.:	Lots: 1.G4 & 1.A; Block: 1491
Municipality:	Jersey City
County:	Hudson
Facility ID No.:	134654
Permit No.:	CBG080003

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

October 21, 2008
Issuance Date


Anthony Fontana, Chief
Bureau of Transfer Stations
& Recycling Facilities

August 13, 2013
Expiration Date

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.08

SECTION 4 LIST OF EQUIPMENT AVAILABLE

Site	Type	Model	Make
West Orange	Loader	L20F	Volvo
West Orange	Loader	WA380	Komatsu
West Orange	Loader	644J	John Deere
West Orange	Loader	644K	John Deere
West Orange	Tub Grinder	1466B	Diamond Z
West Orange	Screeener	L3	Komptech
West Orange	Dozer	D65	Komatsu
West Orange	Excavator	PC200	Komatsu

LOADERS

April 22, 2013

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
4L	2007	A53086	WA380-6	KOMATSU	RWP
12L	2006	A52778	WA380-5L	KOMATSU	RWP
13L	2007	A53141	WA380-6	KOMATSU	RWP
14L	2007	A53170	WA380-6	KOMATSU	RWP
15L	2007	A53222	WA380-6	KOMATSU	RWP
21L	2007	74307	WA380-6	KOMATSU	RWP
25L	2007	A53218	WA380-6	KOMATSU	RWP
28L	2006	61198	WA380-5L	KOMATSU	RWP
35L	2007	L20BV1701623	L20B	VOLVO	ASM
41L	1999	53315	WA450-3	KOMATSU	RWP
131L	2007	67931	L90E	VOLVO	NCC
132L	2008	DW644JZ616474	644J	JOHN DEERE	NCC
133L	2008	DW644JZ619100	644J	JOHN DEERE	NCC
134L	2008	DW644JZ618997	644J	JOHN DEERE	NCC
135L	2008	DW644JZ619225	644J	JOHN DEERE	NCC
136L	2008	DW644JZ619096	644J	JOHN DEERE	NCC
137L	2008	DW644JZ619229	644J	JOHN DEERE	NCC
138L	2008	DW644JZ619222	644J	JOHN DEERE	NCC
139L	2008	DW644JZ619265	644J	JOHN DEERE	NCC
140L	2009	DW644KZ623224	644K	JOHN DEERE	NCC
1101-L	2011	1DW644KZHA0633794	644K	JOHN DEERE	RWP
142B	2002	KV026A460872	260 SKID STEER	JOHN DEERE	NCC
1102-L	2011	1DW644KZHBE640166	644K	JOHN DEERE	RWP
1103-L	2011	1DW644KZEBE640279	644K	JOHN DEERE	RWP
1201L	2012	1DW644KZLCE643620	644K	JOHN DEERE	RWP
1202L	2012		644K	JOHN DEERE	RWP
1203L	2012	1DW644KHCE643599	644K	JOHN DEERE	RWP
1204L	2012		644K	JOHN DEERE	RWP
1205L	2012	1DW644KZKCE643626	644K	JOHN DEERE	RWP
1206L	2012	1DW644KZPCE643592	644K	JOHN DEERE	RWP
1207L	2012	1DW644KZVCE643632	644K	JOHN DEERE	RWP
1208L	2012	1DW644KZLCE643584	644K	JOHN DEERE	RWP
		Kearny	724K	JOHN DEERE	Rental
		Tinton Falls	644K	JOHN DEERE	Rental
		Belvidere	644K	JOHN DEERE	Rental
		Shady Brook	744J	JOHN DEERE	Rental

GRINDERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
10G	2003	1D9FX33244C147010	1352B	DIAMOND Z	RWP
13G	2005	1D9FX332856147013	1352B	DIAMOND Z	RWP
15G	2005	1D9FX33215C147015	1352B	DIAMOND Z	RWP
131G	2001	1D9FX46342C147273	1463B	DIAMOND Z	NCC
132G	2001	1D9FX4631YC147255	1463B	DIAMOND Z	NCC
189G	2006	1D9FX46315C147302	1463B	DIAMOND Z	RWP

199G	2007	1D9FX46307C147312	1463B	DIAMOND Z	RWP
M11G	2007	576-011	1600	MORBARK	RWP
M13G	2006	576-013	1600	MORBARK	RWP
	2008		H6000-1	DIAMOND Z	RWP
	2013		H7000-39	DIAMOND Z	RWP

SCREENERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
9S	2006	356044983	MCB733RE	MCCLOSKEY	RWP
125S	2007	12101252	TITAN 1800	POWER SCREEN	NCC
127S	2007	12101216	TITAN 1800	POWER SCREEN	NCC
128S	2001	1R9TE58231M216016	OLYMPIAN II	RETECH	RWP
129S	2007	W0972122472D07012	SM726	DOPPSTADT (#1)	RWP
1101-S	2011	6512	MS XXL-5	KOMPTECH	RWP
131S	2003	FST530217	790	FINLAY (COLORIZER)	RWP
132S	2008	W0972122482D38025	SM726	DOPPSTADT (#2)	RWP
1201S			L3	KOMPTECH	RWP
1202S			L3	KOMPTECH	RWP

EXCAVATORS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
16EX	2005	A87254	PC2006C-7L	KOMATSU	RWP
22EX	2000	FF0200X500922	200LC	JOHN DEERE	RWP
26EX	1994	9KK02659	320L	CATERPILLER	RWP
27EX	2005	A83284	PC2006C-6LE	KOMATSU	RWP
134EX	1999	FF0236X600360	230LC	JOHN DEERE	NCC
136EX	2005	FF230CX603751	230CLC	JOHN DEERE	NCC
137EX	2005	FF230CX603758	230LC	JOHN DEERE	NCC
138EX	2008	A88116	PC200LC	KOMATSU	NCC
150EX		FF330CX804106	330CLC	JOHN DEERE	RWP
		Shady Brook	240D	JOHN DEERE	RWP
		Belvidere	270D	JOHN DEERE	Rental
		Belvidere	270	HITACHI	Rental
		Jersey City	240D	JOHN DEERE	Rental

COLORIZERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
CM1		21904	CM2000	FECON	RWP
CM2		2151	CM2000	FECON	RWP
BU1	2005	100 % electric-BU0524	SAHARA X-3	BECKER UNDERWOOD	RWP
BU2	2006	diesel-BU0610	SAHARA X-3	BECKER UNDERWOOD	RWP
BU3	2007	electric/generator-BU0704	SAHARA X-3	BECKER UNDERWOOD	RWP

TURNERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
9T	1997	5451097	LH250A	WILDCAT	NCC
X60T	2006	117013	TOPTURN X60	KOMPTECH	RWP
10T	1987	44231130		WILDCAT	RWP

STACKING CONVEYORS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
---------	------	-----------------	-------	------	----------

FC1	2006	SFUSA10015	M-100	FINLAY	RWP
FC2	2006	SFUSA800085	832M-100	FINLAY	RWP
FC3	2007	SFUSA800106	832M-100	FINLAY	RWP
FC4	2007	SFUSA800109	832M-100	FINLAY	RWP
FC5	2008	SFUSA800112	832M-100	FINLAY	RWP
FC6	2008	SFUSA800115	832M-100	FINLAY	RWP
FC7	2008	SFUSA800118	832M-100	FINLAY	RWP

DOZERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
8D	2007	69691	D65PX-15EO	KOMATSU	RWP
29D	1986	45103	D65P-8	KOMATSU	RWP
127D	1997	61393	D65PX-12	KOMATSU	NCC
128D	2001	65020	D65PX-12	KOMATSU	NCC
143D	2001	T0850CX901345	850C	JOHN DEERE	RWP
			850C	JOHN DEERE	Rental

MARKETING SERVICES

WEST ORANGE ENVIRONMENTAL CENTER

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, property developers, and the general public among others. The Company has a customer base of over 600 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the products produced and will facilitate a successful operation. The uses for the products include: fertilizer supplement, soil aeration, top dressing, sports fields, growing medium, moisture retention, erosion control, decorative cover, slope stabilization, and land reclamation.

The greatest demand for the product is in growing suburban areas. The mulch and compost products are sold in bulk and also in bags. The compost is sold as compost and is included in top soil products. Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner. The mulch is sold as organic hardwood, and in black, brown and red colors.

Educating the public about the benefits of using mulch and yard waste compost is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program promoting the importance of adding organic material to soils, in addition to nutrients, to increase demand for yard waste compost has been designed as part of the marketing program.

As in the past, the Company is ready to provided educational demonstrations to students and to local town organizations to inform them of the many uses and benefits of the Company's products in suburban agriculture and landscape improvement while also reducing the amount of material consigned to landfills.

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location

West Orange Environmental Center is a DEP exempt recycling facility located at 590 Mt. Pleasant Avenue, West Orange, NJ 07052.

B. Response Times

- Emergency Calls are handled through Township of West Orange Police Dispatch phone # 911 which is manned 24 hours per day.
- The Township of West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area.
- The facility is served by the following firehouse: 280 Pleasant Valley Way, West Orange, NJ. The response time is 10 minutes to the facility. Phone # 911.

C. Fire Prevention

The emphasis on the fire control plan will be focused on fire prevention, which involves the following:

- The facility gate will be secured to limit unauthorized entry to the storage areas
- The equipment will be maintained and operated in a safe and careful manner.
- The facility personnel will participate in safety instruction and exercises.
- Smoking will be prohibited
- Vehicle traffic will be limited and monitored in the wood recycling storage areas.
- No flammable or combustible fluids or materials will be stored near the wood recycling storage areas.
- Fire extinguishers will be maintained and available in proximity to the wood and other combustible material areas.

D. The Facility

The facility emergency contacts, in order listed, are:

- Mike Mitchell – (973) 731-9777 cell phone (201) 779-1131
- Joffre Jara – cell phone (973) 986-1451
- Eduardo DePaz- (201) 333-5244 cell phone (201) 206-2289
- Pat D'Addona – cell phone (201) 206-3666
- Keith Bartron – phone (201) 333-5244 cell phone (732) 684-7099
- Alex Badamo- phone (201) 333-5244 cell Phone (201) 538-3256

Exhibit “C”

**MANAGEMENT, OPERATION AND MAINTENANCE
SERVICE AGREEMENT FOR THE WEST ORANGE
RECYCLING CENTER AND COMPOSTING FACILITY**

This Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at One Caven Point Road, Jersey City, New Jersey ("Reliable").

WITNESSETH

WHEREAS, the Township is the owner of real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, (the "Property") and

WHEREAS, the Township utilizes this Property as an integral part of its Recycling Program as it houses the Facility; and

WHEREAS, the operations conducted at the Facility include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents to dispose of mixed paper, cardboard and commingled containers, and

WHEREAS, the Township has sought the services of a firm to operate the Facility for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Facility for mixed paper, cardboard and commingled containers; and

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2013 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

WHEREAS, on August 27, 2013, the Township received a response to the Request for Proposal from Reliable, a portion of which is annexed hereto as **Exhibit "B"**; and

WHEREAS, the Director of Public Works, along with the evaluation committee reviewed Reliable's proposal and found same to be responsive and recommended that a contract be awarded to Reliable; and

WHEREAS, by Resolution No. 183-13, adopted September 17, 2013, the Township Council authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Term – the term of this Agreement shall commence on October 1, 2013 for a three (3) year period with the options to renew for two (2) additional one (1) year periods. The Township shall notify Reliable at least one hundred twenty (120) days prior to the expiration of the three (3) year period or the first one (1) year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Rent – Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$102,072 annually, or \$8,506 per month. This rate shall apply for the initial three (3) year period. In the event this Agreement is extended for either or both of the two (2) optional one (1) year periods for 2016-2017 and/or 2017-2018, Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$108,072 annually, or \$9,006 per month.

3. Other Provisions – This Agreement between Reliable and the Township is subject to all terms and conditions contained in Exhibit "A" reflecting the Township's Request for Proposal dated July 2013, and Exhibit "B" reflecting Reliable's response to the Township's Request for Proposal dated August 27, 2013, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Agreement.

4. Notice – Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Reliable. Any notice required hereunder to Reliable shall be hand delivered or mailed by certified first-class postage prepaid mail to the Reliable Wood Products, LLC, One Caven Point Avenue, Jersey City, New Jersey 07305 or such other address as Reliable may designate in writing to the Township.

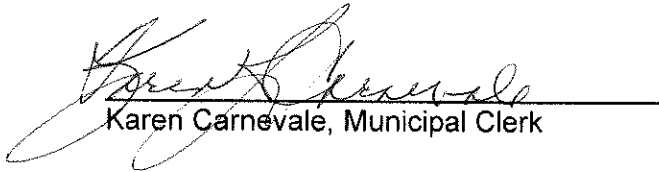
5. Captions – The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

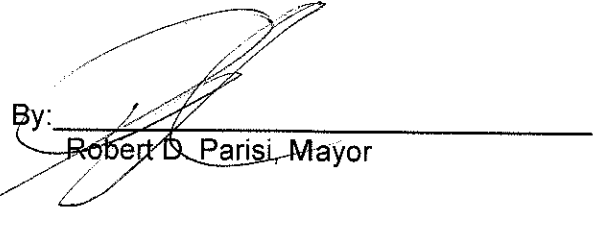
6. Governing Law – This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

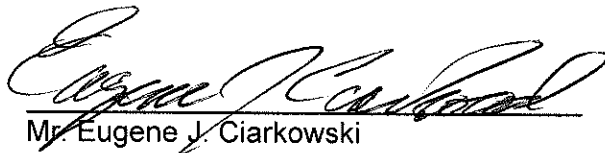
TOWNSHIP OF WEST ORANGE

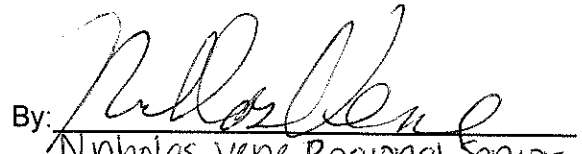

Karen Carnevale, Municipal Clerk

By: 
Robert D. Parisi, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC


Mr. Eugene J. Ciarkowski

By: 
Nicholas Vene, Regional Senior
Vice President