

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 For

Electronics, Scrap Metal, Tires and Class A Recyclable
Materials

Due Date

February 7, 2024 at 3:30pm

The Township of West Orange

Panayiota Reynolds

Purchasing Agent

66 Main Street, Room 111

West Orange, New Jersey 07052

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SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

January 19, 2024

NOTICE OF PROPOSAL

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 for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.**

The submission date is **Friday, February 7, 2024 at 3:30 pm**, proposals 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 preynolds@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 in the Council Chambers located at 66 Main Street, West Orange, NJ 07052. Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

Each proposal must be accompanied by a proposal bond or cashier's check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for \$500,000.00. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), are required to comply with the requirements of Mandatory Equal Employment Opportunity Language N.J.S.A.10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq. and NJ Contractor Business Registration Certificate N.J.S.A.52:32-44.

Panayiota Reynolds, QPA
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 for Electronics, Scrap Metal, Tires and Class A
Recyclable Materials

- 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 **May 1, 2024** 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 Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

- 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:

- Statement of Ownership Disclosure (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Market Capacity Affidavit (See Section 3.03)
- Moral Integrity Affidavit (See Section 3.04)
- Non-Collusion Affidavit (See Section 3.05)
- Subcontractor Use Form (See Section 3.06)
- Experience Affidavit (See Section 3.07)
- Personnel Affidavit Including 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 3.08)
- Equipment List (in a form to be supplied by responding party) (See Section 3.09)
- Consent of Surety (See Section 3.10)
- Affirmative Action Requirement (See Section 3.11)
- Americans with Disabilities Act of 1990 Affidavit (See Section 3.13)
- Proposal Forms (See Section 3.14 and 3.15)
- Respondent Proposal Form Signature Page (See Section 3.16)
- 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 3.17)
- Disclosure of Political Contributions (See Section 3.18)
- Disclosure of Investment Activities in Iran (see Section 3.19)
- Equipment Dedication Affidavit (See Section 3.20)
- "Proposal 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 3.21)
- Acknowledgement of Receipt of Addenda/Addendum (See Section 3.22)
- NJ Business Registration Certificate (See Section 3.23)
- Facility Site Plan (See Appendix "A")

- Detailed Facility Site Plan Improvements and Layout (See Appendix “B”) (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 January 24, 2024 at 4:00pm 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 January 25, 2024.
- 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 should be able to demonstrate a sufficient successful operating experience of for the operation of 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, including the ability to market the materials listed for the purpose of Recycling, 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, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center 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 Proposal documents. In addition to the Proposer's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's Proposal with respect to the following items:

Cost Criteria

- 1) Revenues to be received or cost to be paid.

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.

(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.

(1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?

(2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.

3) Qualifications of staff to be assigned the work

(1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?

(2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.

4) Violations, Fines, Notices of Violations history from any governmental agency

(1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?

(2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work

(1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?

6) Detailed site improvement plan

(1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

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
2. Experience of Respondent
3. Qualifications of Staff
4. Violations, Fines, Notices
of Violations
5. Equipment
6. Detailed Site Improvement Plan

1.08.4 Any Proposal submitted shall be for a three (3) year contract to commence March 1, 2024 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 ***Proposal Security***

1.10.1 Each proposal must be accompanied by a Proposal security in the form of a cashier's check from the Respondent, or a "Proposal 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 Proposal 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 Proposal 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 Proposal 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 Proposal 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 Township of West Orange shall have final approval over any changes in site management.
- 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 be typewritten. 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 Proposal. The Base Proposal is for the operation of the Recycling Center for Class B, Exempt Wood, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Proposal includes the site improvements necessary for all three operations, including additional site vegetative screening, and landscaping being included by the Proposer.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this 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.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as outlined in Section 3.11.

1.18 ***Historical Recycling Quantities***

The most recent recycling activity on this site is outlined below:

Class C Incoming Material – 2022 – 28,484 cubic yards
Class C Outgoing Material – 2022 – 19,542 cubic yards
Class B Incoming Material – 2022 – 62,938 cubic yards
Class B Outgoing Material – 2022 – 48,632 cubic yards

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

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
January 24, 2024 by 4:00pm	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, New Jersey 07059-7003, wdefeo@defeoassociates.com.
January 25, 2024	Responses to questions concerning this Request for Proposal will be posted on the Township of West Orange Website at www.westorange.org/bids
February 7, 2024 at 3:30pm	Proposals must be submitted to and received by Panayiota Reynolds, 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, New Jersey.
May 1, 2024	Contract between winning Proposer and Township of West Orange will commence.
November/December, 2026	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
May 1, 2027	First additional one-year contractual period commences if Township exercises its option.
November/December 2027	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
May 1, 2028	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

“Class A recyclable material” shall mean those materials outlined within this RFP.

“Class B exempt wood waste operation” shall mean the area designated as a Class B processing area on the site plans 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 processed on the site.

“Class B Transfer Operation” shall mean the transfer of Class B material under the Exemption granted pursuant to exemption # 5 for tires.

“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 de minimis quantities 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.

“Class C Transfer Operation” shall mean the requirements outlined in Exemption #19, Leaf transfer activity.

“Electronic Waste” means computers, monitors, laptops, portable computers, desktop printers, desktop fax machines and televisions as defined in N.J.S.A. 13:1E-99.95 and other electronic items connected with a chord.

“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.

“Gross Revenues” shall mean the fees paid to the operator for the receipt of leaves, brush, logs and trees and tree parts in addition to the wholesale and retail sales of blended soils, finished compost, decorative stone, mulch of all grades and landscape supplies.

“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 Market” shall mean an end market whereby Recyclable Materials are returned to the economic mainstream for processing and manufacturing into new products or are sold for final use.

“Recycling Convenience Center” shall mean that area designated on 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.

“Tires” shall mean passenger automobile tires that are removed from the rim upon receipt at the facility.

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 including tires.

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. Any permits that may be required are the sole responsibility of the Operator

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, legal expenses, attorney's fees, 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:

	Monday – Friday	Saturday	Sunday & Holidays
Site Operation Component 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.	7:30 A.M. – 4:00 P.M. NO GRINDING	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING OR WINDROW TURNING	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 consisting of leaves.

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.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Plastic Containers #1, #2 and #5
- 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 de minimis quantities incidentally found in the collection of Class B and Class C materials .

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 allowed to dump 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 that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law if said materials exceed the maximum allowance of the site exemption. 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 and process 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**.

2.9.4(a) The Operator **may charge** all users for the receipt of tires. The fee per tire shall be clearly posted at the office trailer.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

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

2.9.7 In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials

received from an approved source within the Township; exceeds 800 cubic yards in a thirty (30) day period following the disaster declaration, then the Operator may invoice the Township for the amount of Class-B materials that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard. The Operator agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to the Contractor pursuant to this provision.

(a) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 800 cubic yards in a thirty (30) day period following the adoption of the Executive Order; the Operator may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

a. To initiate any claims as per this section, the Operator shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

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) Plastic containers as outlined in the West Orange Recycling Ordinance
- 2.11.1(d) Corrugated Paper
- 2.11.1(e) Mixed Paper
- 2.11.1(f) Steel food and product (non-toxic) containers
- 2.11.2(g) Tires (without rims)
- 2.11.2(h) Scrap metal
- 2.11.2(i) Propane Tanks (empty)
- 2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law including all N.J.D.E.P. Air Permits. All site improvements shall be permitted as required including electrical and building permits for ramps and/or trailers.

2.11.2 The Operator shall be responsible for assisting the Township in obtaining any required storm water permits as outlined in N.J.A.C. 7.14A. All costs associated with testing under this regulation shall be the responsibility of the Operator.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed finish material of the following types and minimum quantities to the Township of West Orange at no charge:

2.12.1(a) Mulch (choice regular or colored 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 finish material 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 residents' 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 or if the operator elects to provide such a service, the operator shall be permitted to charge for loading services.

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.

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

2.14.3 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.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
 - a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
 - a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

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.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

2.17.3 All Gross Revenues generated from the site shall be maintained in a form for reporting to the Township under the provisions of 2.20.

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) 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 and the last six months of the contract.

2.18.1(b) 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 \$800.00 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 \$200.00 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 \$185.00/hour for each such inspection; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at \$.655/mile.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below \$20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to \$25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

2.19 LIQUIDATED DAMAGES AND PAYMENTS

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 Proposal

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 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.

2.19.4 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 de minimis quantities 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.

2.19.5 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars (\$200.00) for each incident.

2.19.6 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.

2.19.7 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.

2.19.8 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.

2.19.9 The Operator shall make rental payments in accordance with the amount submitted in their Proposal no later than the fifteenth (15th) day after the end of each month.

2.19.10 The Operator shall make revenue sharing payments in accordance with the percentage of Gross Revenues as reported under the terms of Section 2.20 no later than the fifteenth (15th) day after the end of each calendar quarter.

2.19.10 (a) The Operator shall submit a fully completed report as required under 2.20.4 with each payment.

2.20 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.

2.20.1(a) 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:

2.20.1(a)1 The marketing date

2.20.1(b)2 The weight receipt number

2.20.1(c)3 The market's name

2.20.1(d)4 The market's address

2.20.1(e)5 The weight of the material sold

2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.

2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.

2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.2 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility during the prior year in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

2.20.3(a) Total cubic yards of Class B material received during the calendar year.

2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.

2.20.3(c) Total cubic yards of Class B material that has been processed as either:

- First grind

- Second grind

- Dyed or finished mulch

2.20.3(d) Class C material received at the facility.

2.20.3(e) Class C material removed after receipt from the facility.

2.20.4 The Operator shall provide a report at the close of each calendar quarter that outlines the Gross Revenues generated by the operation as it relates to all materials received or sold from the site. The report shall include:

2.20.4(a) Total volume and Gross Revenue of material received by material type as follows:

- Leaves
- Brush
- Tree Parts
- Clean Wood
- Soil

2.20.4(b) Total volume and Gross Revenues generated by the sale of each material as follows:

- blended soils,
- finished compost
- decorative stone
- mulch of all grades
- landscape supplies

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 processing;
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.
8. Failure to deliver materials from the Convenience Center to recycling markets.

2.24 PERFORMANCE BOND, RESTORATION 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, 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
- in

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 Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer 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-Proposing the contract.

- b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, 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 Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. 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 remediate 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.

- c. Worker's Compensation Insurance per state requirements.
- d. 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.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. 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.
- g. 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

DOCUMENT CHECK LIST

<i>Section</i>	<i>Description</i>	<i>Initial</i>	<i>When due</i>
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non-Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3.15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§ 3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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 and print name of affiant under signature*)

Subscribed and sworn to before me this _____ day of _____ 2024.

(*Notary Public*)

My commission expires _____

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)
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 West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, _____ agrees to commit, that _____ has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me

this _____ day of _____ 2024

Notary Public of
My Commission expires _____, 2024

Article 3.04

*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, no 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 address 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 _____ 2024.

(Notary Public)

My commission expires _____.

Article 3.05
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 Proposer 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 Proposer has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive Proposal 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 _____ 2024.

(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.*

Article 3.06

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 3.07

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 3.08

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.

Copies of Certified Compost Facility Operator Certificates Must be Included For Each Person Who is Assigned to the Site

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 3.09
Equipment List

[illegible]

Article 3.10

***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 Proposal 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
Proposal and described for purposes of this instrument as a Proposal 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 3.11
Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

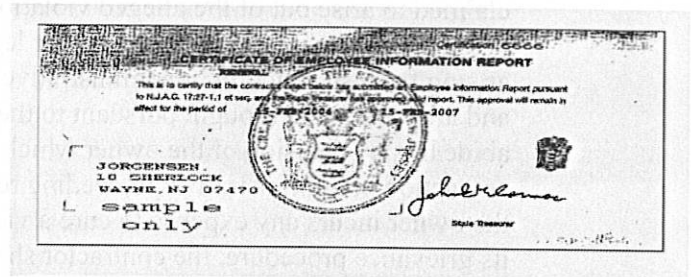
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or



Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

Signature

Title

Print Name

Article 3.12

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }

}

COUNTY OF }

}

SS: Collection of Solid Waste & Recycling Bid

I, _____, am the _____

(Name of Affiant)

(Identify Relationship to Bidder)

of the _____ and being duly sworn,
(Name of Bidder)

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 Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the contract for the said project.

I/we warrant that I/we have read Section 6.8 of these Specifications.

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.) and agrees to furnish the of evidence of such compliance upon request.

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 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 3.14

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 Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal 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
MAY 1, 2024 AND ENDING APRIL 30, 2027.

\$ _____
In Numerals

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
MAY 1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH
36)

\$ _____
In Numerals

In Words

B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

\$ _____
In Numerals

In Words

C. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING
MAY 1, 2028 THROUGH APRIL 30, 2029

\$ _____
In Numerals

In Words

Article 3.15

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

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

- A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF
 WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY
 1, 2024 THROUGH APRIL, 2027

% _____

In Numerals

In Words

- B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR
 ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027
 THROUGH APRIL 30, 2028

% _____

In Numerals

In Words

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR
ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028
THROUGH APRIL 30, 2029

% _____
In Numerals

In Words

ARTICLE 3.16

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

ARTICLE 3.17

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 _____, 2024

(Notary Public)

My commission expires _____.

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

“Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27) (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

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

PROPOSALDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2024.

(Notary Public)

My commission expires on _____.

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION

BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to N.J.S.A. 52:32-55 and any amendments thereto, 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 Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf>. Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐

I certify, pursuant to N.J.S.A. 52:32-55 and any amendments thereto, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.**

OR

☐

I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.

**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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder 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 Township of West Orange 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 Township of West Orange 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 Township of West Orange, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title _____

Date: _____

Date: _____

mg

n the truth of the

Title

Date _____

Subscribed and sworn to before me

this ____ day of _____ 20 ____

Notary Public of _____

My Commission expires _____ 20 ____

Article 3.21

Proposal Bond Form

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No addenda was received. (please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Article 3.23

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1



Appendix "B"

SITE IMPROVEMENT PLAN

TO BE SUPPLIED BY THE VENDOR

Exhibit "B"



Natures Choice NJ, LLC
1106 Millstone River Road
Hillsborough, NJ 08844

February 7, 2024

The Township of West Orange
Attention: Ms. Panayiota Reynolds, Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052

RE: Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and The Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials

Dear Ms. Reynolds:

Natures Choice NJ, LLC (NCNJ), formerly doing business as Natures Choice Corporation, is pleased to submit a response to the above referenced Request for Proposal (RFP).

NCNJ's executive management group has more than fifty (50) years of experience in both private and publicly traded companies within the solid waste and recycling industry. Our combined executive and local management group has extensive knowledge of commercial and residential collections, bulk waste and recycling transport, and operation of transfer stations, landfills, compost, and Material Recycling Facilities. Our team's span of experience includes oversight of assets and operations located in both New Jersey and New York.

We are excited about the opportunity to continue our twenty-one (21) year relationship with the Township's citizens, elected leadership, staff, and consultants. As the Township's current service provider, we have demonstrated our qualifications to manage the site in a safe, efficient, and compliant manner. We believe our team is the most experienced and qualified to meet the needs of the Township.

A summary of our key qualifications and financial proposal are provided below:

Annual Payment

NCNJ proposes a base proposal equal to a \$120,000.00 annual payment for the initial three-year period. The proposal further includes increasing the annual payment to \$129,227.00 for the additional one-year

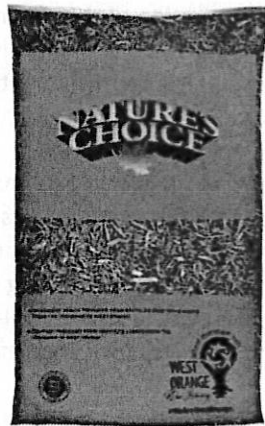
period commencing May 1, 2027, and then to \$142,642.00 for the additional one-year period commencing May 1, 2028.

Revenue Share – Bulk In-Bound and Out-Bound

NCNJ proposes an annual flat rate revenue share payment of \$75,000.00 for the initial three (3) year term and each annual option period thereafter.

Free Mulch Bags

NCNJ proposes to provide up to 10,000 free bags of premium mulch having a retail value of approximately \$30,000 per year. Based upon the Township's preference, the distribution can be balanced between public facilities and/or private homeowners. In addition, NCNJ will expand its product offering to include the sale of bagged mulch at the facility. The bags will demonstrate the private / public partnership and joint commitment to sustainable practices.



Site Improvements

The proposal provides for site improvements per the engineered stamped plan that includes:

- Relandscaping the entrance to the facility improving screening from the public.
 - And mill and repave approximately 10,000 square feet of the road entering the facility.
- Reconstruction and enhancements to the Class A, B, and C residential drop-off area.
- Improved signage at the Class A convenience center.
- Re-grading and Improvement
 - To achieve or maintain drainage control.
 - Class B facility for better vehicle access.
 - Cleaning up the berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.

- Improve berm at the center of the facility including planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B & C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.
- Replacement of existing fire hydrant

NJPDES Permitting Cost Sharing

NCNJ proposes to share in the cost for NJPDES permitting and supporting plan development in an amount equal to \$35,000.00. This includes expenses that may be incurred because of application processes, development of Best Management Practices (BMP's), Drainage Control Plans (DCP), Storm Water Pollution Prevention Plans (SPPP), Spill Prevention, Control, and / or Countermeasure Plans (SPCC) specific to the site. NCNJ has an established relationship with an engineering firm with an office in the immediate vicinity that has supported the company in such matters at other locations.

Safety, Environmental Compliance, Equipment, and Personnel

NCNJ's safety training programs include the use of a Learning Management System (LMS) to ensure our employees receive the training needed for operation of the site in a safe and efficient manner. We employ only DOT qualified drivers. The company utilizes monthly drone surveys to monitor compliance and as part of our fire prevention plans based on stockpile heights. We further supplement our internal resources with qualified third parties that have expertise in safety and environmental programs.

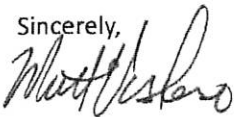
Reliable service requires reliable equipment. NCNJ commits to maintaining an equipment age of less than or equal to seven (7) years for wheel loaders and excavators utilized on the site at any time during the initial or additional term periods. Our grinder maintenance program includes CAT certified and warranted engine rebuilds with engine performance monitoring via vision link. Our equipment is maintained through established dealer agreements or by our full-time team of four (4) maintenance employees focused on the safety and continuous performance of our equipment.

Lastly, NCNJ's extensive network of operating locations affords the Township assurance for continuity in the operation of the facility with back-up of both equipment, qualified operators, and local management.

Conclusion

We remain committed to the Township and are prepared to respond to any inquiries you may have. NCNJ welcomes the opportunity to meet with the Township to review our proposal in detail and discuss the benefits it provides the Township. We believe our experience and qualifications exceed those of our competitors. The entire NCNJ team looks forward to the opportunity to continue our partnership with the Township and providing uninterrupted service to the citizens of West Orange.

Sincerely,



Matt Vastano
Municipal Marketing & Technical Soil Sales

PLEASE SEE COVER LETTER for Detailed Description of Compensation.

Article 3.14

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 Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal 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 MAY 1, 2024 AND ENDING APRIL 30, 2027.

\$ 120,000.00
In Numerals

one hundred Twenty Thousand DOLLARS
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING MAY 1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH 36)

\$ 10,000.00
In Numerals

Ten THOUSAND DOLLARS
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

\$ 129,227.00
In Numerals

one hundred Twenty nine Thousand Two hundred Twenty seven Dollars
In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING
MAY 1, 2028 THROUGH APRIL 30, 2029

\$ 142,642.00
In Numerals

one hundred Forty Two Thousand Six hundred Forty Two Dollars
In Words

PLEASE READ Cover Letter for Detailed
Description of Compensation

PLEASE READ Cover Letter For Detailed Description
of Compensation

Article 3.15

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

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

- A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 THROUGH APRIL, 2027

% \$75,000.00 Annual Payment guaranteed. Paid in
Four Quarterly ^{In Numerals} payments of \$18,750.00

Seventy Five Thousand Dollars Annual Payment guaranteed. Paid
in Four Quarterly ^{In Words} payments of Eighteen Thousand Seven Hundred
Fifty Dollars

- Plus 10,000 mulch Bags as Described in the Proposal with a retail value of \$30,000 Annually
- Plus a one Time Payment of \$35,000.00 in Permitting Fees and improvements for NJPDES Permitt

- B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

% \$75,000 Annual Payment guaranteed. Paid in
Four Quarterly ^{In Numerals} payments of \$18,750.00

Seventy Five Thousand Dollars Annual Payment guaranteed.
^{In Words}

Paid in Four Quarterly Payments of Eighteen Thousand Seven Hundred Fifty Dollars

- Plus 10,000 mulch Bags as Described in the Proposal with a retail value of \$30,000.00 Annually

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR
ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028
THROUGH APRIL 30, 2029

% \$75,000.00 guarantee paid Annually 4 Quarterly
payments of In Numerals \$18,750

Seventy Five Thousand Dollars Paid Annually (4) Four
Quarterly Payments ^{In Words} of ~~Eighteen~~ Eighteen thousand seven hundred
Fifty Dollars

- Plus 10,000 BAGS AS DESCRIBED IN PROPOSAL.
RETAIL VALUE of \$30,000.00

PLEASE READ Cover Letter for Detailed
Description. of Compensation

NATURE'S CHOICE

*HARDWOOD MULCH PRODUCED FROM RECYCLED VEGETATIVE WASTE FROM THE TOWNSHIP OF WEST ORANGE.

*COMPOST PRODUCED FROM RECYCLED LEAVES FROM THE TOWNSHIP OF WEST ORANGE.



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