

**TOWNSHIP OF WEEHAWKEN, NEW JERSEY REQUEST FOR
PROPOSALS (“RFP”)
Marketing of Class A Recyclable Materials
Collected from Within the Township of Weehawken**

RECEIPT DATE: March 4, 2021



**Township of Weehawken
MUNICIPAL BUILDING
400 PARK AVENUE
WEEHAWKEN, NJ 07086**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the ***Township of Weehawken***, State of New Jersey on **Thursday, March 4, 2021, at 11:00 A.M.**, Local Prevailing Time, by the Township of Weehawken, at the Municipal Building, ATTN: TOWNSHIP CLERK, 400 Park Avenue, Weehawken, New Jersey 07086. Proposals received after 11:00 A.M. will not be accepted. Note that due to the current pandemic conditions, the Proposals received will be opened and read via a video conference call.

The Township of Weehawken has issued this Request for Proposal (RFP) for the following Contract:

***Marketing of Class A Recyclable Materials
Collected from Within the Township of Weehawken***

Proposal documents may be examined and obtained at the Township of Weehawken, Clerk's Office, Township of Weehawken, at the Municipal Building, 400 Park Avenue, Weehawken, New Jersey 07086. Copies may also be obtained via the Township's Website @ www.weehawken-nj.us. Questions regarding the availability of this RFP should be directed to the Clerk's Office at telephone number 201-319-6024, during business hours, 9:00 a.m. until 4:00 p.m.

Proposers may submit questions in writing no later than Monday, February 22 4:00 P.M. 2021.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Giovanni D. Ahmad, Township Manager

Issuance date: February 10, 2021

INDEX

SECTION 1.0 - GENERAL DESCRIPTION

- 1.01 General Description
- 1.02 Anticipated Procurement Schedule
- 1.03 Preparation of Proposal
- 1.04 Authorization to do Business in New Jersey
- 1.05 Qualifications
- 1.06 Familiarity with the Work
- 1.07 Interpretation of Documents
- 1.08 Cause of Rejection
- 1.09 Award of Execution of Contract
- 1.10 Insurance
- 1.11 Proposal Security
- 1.12 Consent of Surety, Performance and Payment Bond
- 1.13 Contract Documents
- 1.14 Proposal Forms
- 1.15 Affirmative Action Requirements

SECTION 2.0 - TECHNICAL INFORMATION

- 2.01 Definitions
- 2.02 Historical Recycling Quantities

SECTION 3.0 - SCOPE OF WORK - Overview and Summary

- 3.1 General Requirements, All Options
- 3.2 Base Proposal
- 3.3 Option #1- Single Stream Recycling
- 3.4 Option #2 – Dual Stream Recycling
- 3.5 Schedule for Delivery of Recycled Materials
- 3.6 Administration of Contract
- 3.7 Acceptable Materials
- 3.8 Moisture Content of Fiber
- 3.9 Invoices, Payment Procedures
- 3.10 Liquidated Damages
- 3.11 Annual Reporting of Recycling Tonnages
- 3.12 Termination
- 3.13 Contractor Non-Performance
- 3.14 Assignment of Contract
- 3.15 Performance Bond and Insurance

SECTION 4.0 - PROPOSAL DOCUMENTS

- 4.1 Statement of Ownership Disclosure
- 4.2 Affidavit of Authorization for Contract
- 4.3 Moral Integrity Affidavit for Contract
- 4.4 Non-Collusion Affidavit
- 4.5 State of New Jersey Debarred List Affidavit
- 4.6 Experience Statement
- 4.7 Proposal Guarantee
- 4.8 Consent of Surety
- 4.9 Disclosure of Political Contributions
- 4.10 Affirmative Action Requirements and Affidavit
- 4.11 Americans with Disabilities Requirements and Affidavit
- 4.12 Recycling Market Affidavit
- 4.13 Disclosure of Violation Form
- 4.14 Iran Disclosure Requirements and Form
- 4.15 Business Registration Certificate
- 4.16 Proposal Form
- 1.1**

1.1 GENERAL DESCRIPTION

1.2 GENERAL DESCRIPTION

1.2.1 The Township of Weehawken has issued this Request for Proposal (RFP) for the following Contract:

***Marketing of Class A Recyclable Materials
Collected from Within the Township of Weehawken***

1.2.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Marketing of the Township of Weehawken 's Recyclable Materials as outlined herein in accordance with all the applicable federal, state, county and Township ordinances, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP) for a period of Three (3) years, plus two additional one (1) year renewal periods at the Township's option, with the contract period commencing April 1, 2021.

1.2.2.1 This RFP consists of a Two (2) Options.

1.2.2.1.1 Proposers may submit a proposal for either or both Options.

Proposers are not required to submit a proposal for more than one (1) of the proposal Options

1.2.2.1.1.1 Proposal documents may be examined and obtained at the Township of Weehawken, Clerk's Office, Township of Weehawken, at the Municipal Building, 400 Park Avenue, Weehawken, New Jersey 07086. Copies may also be obtained via the Township's Website @ www.weehawken-nj.us. Questions regarding the availability of this RFP should be directed to the Clerk's Office at telephone number 201-319-6024, during business hours, 9:00 a.m. until 4:00 p.m.

1.2.2.2 Questions regarding this RFP may be submitted no later than Monday February 22, 2021 at 4:00 P.M.

1.3 Anticipated Procurement Schedule

<u>Activity</u>	<u>Date</u>
▪ Issuance of Request for Proposals -	February 18, 2021
▪ Receipt of Questions -	<u>February 22, 2021</u>
▪ Receipt of Proposals -	March 4, 2021
▪ Award of Contract-	March 10, 2021
▪ Start of work-	April 1 ,2021

1.4 Preparation of Proposal

1.4.1.1 Proposals for the above referenced Contract will be received by the Township of Weehawken, on **Thursday, March 4, 2021 at 11:00 A.M.**, Local Prevailing Time, ATTN: TOWNSHIP CLERK, Township of Weehawken 400 Park Avenue, Weehawken, New Jersey 07086

1.4.2 Proposals received after 11:00 A.M. will not be accepted.

1.4.3 Proposals may be delivered by hand delivery, overnight delivery or mail. Timely delivery to the Clerk's Office is the sole and absolute responsibility of the Proposer. The Clerk must receive the envelope containing the Proposal by the date and time set forth above. No late Proposals will be accepted.

1.4.4 Two (2) copies shall be submitted. One (1) packet shall contain original documents and the packet shall be marked "Original."

1.4.5 The Proposal shall be as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more. If made by a corporation (Joint Venture, Associated Firms, Etc.) the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, that individual shall sign it. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

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

- Proposal Documents for Marketing of Class A Recyclable Materials Collected from Within the Township of Weehawken
- Respondent's Name
- Respondent's Address
- Respondent's Email address, Telephone and Fax Numbers

1.03.7 Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto in Section 4.0 ***Proposal Documents.***

- Respondents Disclosure Statement
- Affidavit of Authorization
- Moral Integrity Affidavit
- Non-Collusion Affidavit
- Subcontractor Use Form
- State of New Jersey Debarred List Affidavit
- Experience Affidavit
- "Proposal Bond" or Certified Check in the amount of ten (10%) of the

- Total Proposed Amount, not to exceed \$20,000.00.
- Consent of Surety
- Affirmative Action Affidavit
- Business Registration Certificate
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc.
- Disclosure of Political Contributions
- Disclosure of Investment Activities in Iran
- Proposal Form

1.03.8 The Respondent may withdraw its Proposal prior to 11:00 A.M. on, March 4, 2021, the time for the receipt of proposals specified above.

1.3.9 All questions concerning the contents of this Request for Proposal (RFP) shall be directed to:

Clerk's Office
Township of Weehawken
400 Park Avenue,
Weehawken, New Jersey 07086

1.4 Authorization to do Business in New Jersey

1.4.1 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 Weehawken.

1.4.2 The Proposer shall execute the Affidavit stating that at the time of submission of this proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Proposers or at any time prior to the submitting this Proposal.

1.5 Qualifications

1.5.1 Each Respondent shall submit with his Proposal a statement of qualifications that demonstrates the Respondents ability to perform the work as outlined in Section 3.0 *Scope of Work Overview and Summary* with demonstrated experience on similar projects.

1.5.2 All Respondents must demonstrate a minimum **one (1) year** of successful experience marketing those Recyclable Materials on which they have submitted a price proposal as they are to be received from a Municipality of similar size and capacity to the Township of Weehawken. The experience

listed shall be direct experience of the Respondent. Each Respondent shall include within the Proposal, a Marketing Experience List, including the following items.

- Name and Location of Facility from which the materials were marketed
- Responsibilities
- **Name and location of the facility to which the materials are to be delivered if different from above.**
- **The corporate address to which all correspondence is to be directed if different from the facility location.**
- Principals of each firm involved in the marketing of the recyclables
- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statutes, laws and regulations during the marketing of the recyclables.
- Evidence by way of an Affidavit, signed by the Owner or Principal of the Proposer stating that all payments from the sale of Recyclable Materials (where applicable) were paid in accordance with the requirements of the Contract.

1.05.3 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.

1.05.4 The Township of Weehawken 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 technical or other qualifications or abilities of any Respondent.

1.05.5 The Contract may only be awarded to a Respondent(s) who, in the opinion of the Township of Weehawken and after scoring each Respondent, is fully qualified to undertake the work, and who possesses the necessary resources to perform same and who has fully and truthfully responded to all questions and executed all Affidavits.

1.06 Familiarity with the Work

1.06.1 It is the obligation of the Respondent to appraise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of related documents, the most recent New Jersey Department of Environmental Protection's regulations for Recycling Materials included in this Contract and other applicable Rules and Regulations

1.06.2 The Respondent hereby expressly waives any right to, and agrees that he will make no claim for, a reduction in the payments made to or received from the

Township of Weehawken 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.

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

1.07 Interpretation of Documents

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

1.08 Cause of Rejection

Proposals may be rejected for any reason including but not necessarily limited to the following:

- Not responsive to the Request for Proposal (RFP).
- Inability to qualify or perform the specified work.
- If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple Proposals from an agent representing competing proposers;
- The Proposal is, in the opinion of the Review Council, inappropriately unbalanced;
- The Proposer is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful Proposer fails to enter into a contract within 21 days after notification of award, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the Proposal with the next highest score of a responsible Proposer. (N.J.S.A. 40A:11-24b)
- The Township of Weehawken reserves the right to waive any and all irregularities and informalities in the submission of the Proposals.
- The Township of Weehawken reserves the right to reject any and/or all Proposals submitted in response to this Request for Proposal (RFP)

1.09 Award and Execution of Contract

1.09.1 The Township is scheduled to make provisional awards for both the Single Stream and the Dual Stream Options on March 10, 2021. These provisional awards will be made for the purpose of allowing the Township's separate bidding for the Collection of Recyclable Materials to be submitted and considered by both Single Stream and the Dual Stream methods.

The final and binding award of the Marketing Contract will be made subsequent to the receipt of Collection bids and will be based on the most advantageous evaluation of both Collection and Marketing and the Township's determination which method, Single or Dual Stream recycling, best meets the needs of the Township. The award may be delayed by the Township of Weehawken due to rejection of one or more of the Proposals or Bids or under the advice from Township staff and the Township Council. All Respondents will be notified in writing of the action taken by Township of Weehawken.

- 1.09.2 The award will not be binding upon the Township of Weehawken until Respondent has submitted all required documentation; the Township Council has issued a resolution awarding the Contract and all parties have executed the Contract. The Township Review Council will select the Contractor deemed most advantageous to the Township. This Township Review Council's selection shall be forwarded to the Governing Body for approval. Once approved by the Governing Body the contract between the Township and the selected Contractor(s) shall be comprised of the contract, this FAIR AND OPEN PROCESS, any clarifications or addenda thereto, the selected Contractor's proposal, and any changes negotiated by the parties.
- 1.9.3 The Township of Weehawken is awarding this Contract under N.J.S.A. 19:44A-20.4 et seq., a "fair and open" process compliant with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law.
- 1.9.4 The Township Evaluation Team shall consist of those persons, chosen by the Township who possesses special knowledge in the subject area that could be of benefit to the selection process. No less than three persons shall comprise the evaluation team.
- 1.9.5 In addition to the proposer's responsiveness to this Request for Proposal (RFP) the awarding of this contract will be based on an evaluation and ranking of each respondent's proposal of the following:
- 1) Experience of the Respondent in completing contracts of similar size and scope
 - 2) Relevance and extent of qualifications
 - 3) Payment History
 - 4) Violations, Fines, Notices of Violations from any governmental agency within the last five (5) years
 - 5) Reasonableness of Cost (Based on the Formula submitted)

The Township will use weighting criteria in its evaluation methodology.

The evaluation team will evaluate each proposal.

It will be the Township's sole discretion to award a contract for the Proposal.

The Proposal consists of two (2) Options. Option #1 the marketing of Single Stream Recycling. Option #2 is for the marketing of Dual Stream Recycling. Both options are for a period of three (3) - years with options to renew for two additional one (1) - year periods. The Township will notify the Contractor 120 days prior to the expiration of the three-year contract if it will exercise the option to renew for another one-year period. Should the contract be extended for one additional year, the Township will notify the Contractor 120 days prior to the expiration of the one- year extension if it will exercise the option and renew the contract for the fifth and final year. Renewals shall be at the sole discretion of the Township.

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

1.10 Insurance

1.10.1 Before commencing work, the respondent shall furnish the Township of Weehawken with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 3.16.02, ***Insurance.***

1.0102 The Respondent shall maintain the above coverage in force for the duration of the contract.

1.10.3 The coverages under Section 3.16.02 shall be endorsed to include the Township of Weehawken as additional insured for the duration of the Contract.

1.11 Proposal Security

1.11.1 Each proposal must be accompanied by a Proposal Security in the form of a certified check from the Respondent, or a "Proposal Bond" included in Section 4.07, herein, or on a similar form, duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of Weehawken 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.

Should the prices being offered be \$0.00 or less, than the Proposer shall provide a Proposal Bond equal to \$20,000.00.

1.11.2 The Proposal security will be held by the Township of Weehawken as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that he will not withdraw his Proposal while it is being considered

and that he will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal Security.

1.11.3 The Respondent, to whom 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.

1.12 Consent of Surety, Performance and Payment Bond

1.12.1 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 3.16. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the Request for Proposal (RFP), and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

1.12.2 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 as specified in Section 3.16.01, ***Performance Bond and Insurance***.

1.12.3 The performance and payment bond must be furnished with the executed Contract and shall be submitted annually. It shall be submitted within ten (10) days of the date of the award letter. **Failure to submit a Performance Bond shall be cause for declaring the contract null and void and shall result in forfeiture of the Proposal Security.**

1.12.4 For each year of the contract a new performance bond shall be submitted no later than sixty - (60) days prior to the start of a new contract year.

1.12.5 In lieu of the Performance Bond, the Respondent may submit a Certified Check for the required amount for each contract year to be held in escrow by the Township of Weehawken.

1.13 Contract Documents

1.13.1 The contract documents shall consist of this Request for Proposal (RFP), along with the Respondent's Proposal form and the Agreement to the successful Respondent by Township of Weehawken.

1.13.2 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 Township of Weehawken.

1.14 Proposal Forms

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 4.16. The Proposal Form shall be completed in ink or by typewriter or printer. The Respondent in ink must initial erasure or alterations. 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.

1.15 Affirmative Action Requirements

1.15.1 If awarded a contract; the successful Proposer 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.

2.0
2.01

TECHNICAL INFORMATION

Definitions

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection source" means a generator of designated recyclables from whom recyclables have been collected and delivered by the Township of Weehawken under the terms of the contract.

"Co-Mingled Material" - refers to co-mingled glass food and beverage containers, metal food cans, Aluminum beverage cans, and plastic bottles and food containers with the resin codes (#1, #2, & #5) and Cartons (Milk, Juice, soup, wine, broth, etc.)

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond. **"Contamination Surcharge"** means an assessment on each ton of contamination found in delivered recyclable materials when said contamination levels exceed the standards as set forth in this RFP.

"Contract" means the written agreement executed by and between the successful Proposer and the governing body and shall include the proposal, and the Request for Proposal.

"Contract Administrator" is the person authorized by the contracting unit to procure and administer contracts for recycling marketing services. **"Contracting unit"** means the Township of Weehawken a municipality in the County of Hudson, State of New Jersey which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the proposer to whom award of the contract shall be made. **"Designated recyclable material"** means those materials outlined as per the Township of Weehawken Recycling Ordinances and any amendments thereto. It refers to, but is not limited to material generally consisting of Co-Mingled Material and Paper.

"Dual Stream" means a method of collecting recyclable materials that keeps fiber separate from co-mingled materials.

"Fiber" means all paper products listed as designated recyclables including–Newspaper, Mixed paper including magazines, junk mail, school paper, computer paper, catalogs, non-metallic wrapping paper and books with hard covers removed; Cardboard and Corrugated paper including chipboard.

"Final Market Share" shall mean the result of applying the percentage for market sharing submitted by the Proposer.

Fixed Fee Processing Cost" The cost of processing the recyclable materials delivered to the Market.

"Governing Body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A: 11-2.

"Gross Market Price" shall mean the market price in effect for a specific recyclable material at the time of the Proposal submission. **"Guarantor"** means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful proposer of each of the proposer's obligations under the terms of this Proposal. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications. **"Law"** shall mean those statutes and regulations governing the collection and marketing of recyclable materials for which Township of Weehawken is soliciting this RFP. Law includes, but is not limited to, the Recycling Management Act.

"Legal newspaper" means the Jersey Journal.

"Liquidated damages" means those damages assessed by the Township against the Contractor as specified in the RFP and Contract.

"Market" shall mean a location for the Township to deliver recyclable materials as required under this RFP for processing into a form that can be recycled as defined in N.J.S.A. 13: 1e-99.et.seq.

"Market Index" shall mean the average sales price received by the Contractor from an end market or markets of each material for the prior month as evidenced by the inclusion of copies of all receipts received by the Contractor for that period.

"Net Market Price" shall mean the net value of those recyclable materials delivered to the Market after adjusting the Gross Market Price with the Fixed Fee Processing Cost.

"Operating Schedule" shall mean those time periods where the Site is allowed to receive recyclable materials in accordance with the authorization to operate.

"Percentage Allocation" shall mean the percentage of the Net Market Price shared by the Proposer and the Township of Weehawken.

"Proposal forms" mean those forms that must be used by all Proposers to set forth the prices for services to be provided under the contract. **"Proposal guarantee,"** means the Proposal bond, cashier's check or certified check submitted as part of the Proposal, payable to the contracting unit, ensuring that the successful Proposer will enter into a contract.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Township) have satisfied the qualification criteria set forth in this RFP

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Single Stream" means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials and sorted at a facility able to process such material.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

"Township Evaluation Team" means persons, chosen by the Township who possesses special

knowledge in the subject area that could be of benefit to the selection process.

2.02

Historical Recycling Quantities

The Township currently allows residents to place recyclable materials at the curb in both dual and single stream format.

The Township generates approximately 1,300 tons of Residential Single Stream recyclable material each year.

3.0 Scope of Work - Overview and Summary

3.01 General Requirements, All Options

- 3.1.1 The Contractor will process recyclable materials delivered to their location by vehicles under Township control or to a location either under his control or engaged by the Contractor.
- 3.1.2 Where a proposer is electing not to submit on any Option the words “NO PROPOSAL” shall be entered on the proposal page.
- 3.1.3 The Contractor’s facility shall be open at a minimum of Monday through Friday between the hours of 7:00 A.M. to 5:00 P.M. to receive recyclable materials delivered by the Township.
- 3.1.4 An approved market shall be determined by the Contractor and must comply with all New Jersey Department of Environmental Protection Regulations and Statutes of the State of New Jersey.
- 3.1.5 Markets shall be identified before the start of services on the part of the Contractor and a list of said markets shall be provided to the Contract Administrator no less than five (5) days before the start of service.
- 3.1.6 Proposers shall identify all market indexes as defined herein that are proposed as the reference point for pricing within this Proposal.

3.2 Proposal

- 3.2.1 Proposers shall submit a formula that includes a Gross Market Price, a Fixed Fee Processing Cost, a Net Market Price and a Percentage Allocation of the Net Market Price for each Option that is based on the Market Index. Prices are to be adjusted monthly throughout the term of the contract.
- 3.2.2 The Proposer shall submit a price per ton reflecting a Contamination Surcharge where such a Surcharge is being assessed. Any claims of a Contamination Surcharge shall conform to the requirements of Section 3.08.
- 3.2.3 A Contamination Surcharge shall not be assessed until the Township has had a minimum of thirty (30) Days to reduce the contamination rate for recyclable material loads delivered to the Contractor.

3.02.4 **MARKET PRICING FORMULA** the Township is aware that recycling markets are highly volatile and that pricing will need to be adjusted over the life of the contract. Accordingly, the following formula has been developed to fairly allocate the risks associated with changing recyclable material markets.

ALL PROPOSERS WILL BE BOUND THE TERMS OF THIS FORMULA EQUALLY.

MARKET PRICING FORMULA:

The Market Pricing Formula shall consist of component parts. This Formula shall be used in the evaluation process:

Gross Market Price

Proposers shall submit a Gross Market Price (Whether positive or negative) that is in effect at the time of the proposal submission. This price is expected to change during the course of the contract in direct proportion to the Market Index utilized for each commodity.

Fixed Fee Processing Cost:

The cost of processing the recyclable materials delivered to the Market.

Net Market Price:

The net value of those recyclable materials delivered to the Market after adjusting the Gross Market Price with the Fixed Fee Processing Cost.

Percentage Allocation:

The percentage of the Net Market Price shared by the Proposer and the Township of Weehawken.

Final Market Share:

the result of applying the percentage for market sharing submitted by the Proposer.

Market Formula:

Gross Market Price – Fixed Fee Processing Cost = Net Market Price

EXAMPLE #1:

Gross Market Price	- Fixed Fee Processing Cost	= Net Market Price
\$50/ton	- \$75/ton	= \$-25/ton

Percentage Allocation: 50% Township/50% Proposer

Final Market Share:

Percentage Allocation	x Net Market Price	= Final Market Share
0.5	x \$25/ton	=\$-12.50/ton to Weehawken

3.3 Option #1, Single Stream Recycling

3.3.1 The Contractor shall provide for the processing of Recyclable Materials collected via a Single Stream collection system and provide for the marketing of all recyclable materials to an end market.

3.4 Option #2, Dual Stream Recycling

3.4.1 The Contractor shall provide for the processing of Recyclable Materials collected via a Dual Stream collection system and provide for the marketing of all recyclable materials to an end market.

3.5 Schedule for Delivery of Recyclable Materials

Recyclable materials will be delivered to the Contractor between the hours of 8:30 A.M. – 4:30 P.M. Monday through Friday.

3.6 Administration of Contract

The Director of Public Works or his designee shall be the Contract Administrator.

3.7 Acceptable Materials

The Township is requesting proposals from qualified markets and understands that recyclables are commodities that must meet minimum quality standards. The Township will work with the successful Proposer to ensure that recyclable material delivered to the recycling facility meets the necessary standards as outlined herein.

Accordingly, the Township has asked that proposers responding to this RFP submit a Contamination Surcharge amount to better allocate the risk associated with contaminated recyclable materials. However, all proposers are advised that no Township can change behavior instantly. Accordingly, the following procedure will govern the application of the Contamination Surcharge as outlined within this RFP.

Prior to the assessment of any Contamination Surcharge, the Contractor shall comply with the following procedures:

1. The Contractor shall notify the Township within twenty-four (24) hours of contamination being received in writing via electronic mail. The notification shall include:

1. The date and time that the load was delivered.
2. The truck number that delivered the load.
3. A written description of the contamination with an estimated percentage of contamination.
 - a. A description of the methodology used to determine the percentage of contamination present.

4. A photographic record consisting of a minimum of five (5) photographs of the load identifying the contamination. Photographs shall include:
 - a. A photograph of the truck delivering the load with an overview of the entire load.
 - b. Close-ups of contamination in context with surrounding materials.
2. The Township shall be provided with a period of thirty (30) weekdays to correct the contamination issue from the date of notification. This equates to three collection cycles for a particular collection zone.
 1. Within this period, the Town may inspect each load being delivered to verify compliance as the load is delivered.
3. If, after the thirty (30) day period, the next load delivered to the Contractor exceeds the contamination outlined herein, the Contractor may assess the Contamination Surcharge on each ton of Contamination delivered based on the following formula retroactively to the first load delivered to the Contractor.

Contamination Surcharge Calculation:

Tare Weight of Vehicle First Load = X tons

Documented Contamination Level in percent = Y

Assessed Contamination Surcharge = Contamination Surcharge Amount x (X) x (Y) x 50%.

Sample Calculation:

Contamination Surcharge = \$75/ton.

Tare Weight (X) = 6 tons

Documented Contamination Level (Y) = 12%

Assessed Contamination Surcharge = \$75 x 6 tons x .12 x 50% = \$27.00

If Contamination in four (4) additional loads remains constant, then Contamination Surcharge assessed will equal: \$27 + \$27 + \$27 + \$27 + \$27 = \$135.00

4. Should any loads be delivered after the limits outlined above that exceed the contamination levels outlined herein then the Contractor may assess 100% of the contamination surcharge calculated with the above referenced notification procedure and formula.

3.8 Moisture Content of Fiber.

Industry standards allow for up to 12% moisture. New Jersey has an average of 117 days of rain each year where precipitation exceeds .01 inches or greater. The Township understands that moisture content is an issue. The Township is willing to consider some level of shared risk for excess moisture on fiber.

The Proposer shall submit a risk sharing formula for excess moisture (Percentage of risk assigned to each party). The risk sharing formula shall be implemented in accordance with the following procedures.

Procedure for Allocating Moisture Risk:

- The Contractor shall notify the Township within twenty - four (24) hours of a load of paper for which a moisture claim is being made in writing via electronic mail. The notification shall include:
 - The date and time that the load was delivered.
 - The truck number that delivered the load.
 - A copy of the weather report for the date in question.
 - A photograph of the moisture readings made with a calibrated moisture meter (EmcoAP500Moisture Meter or Equivalent).
 - No fewer than three (3) moisture readings shall be submitted with readings from the middle of the pile, the middle of the front of the pile and the middle of the back of the pile.
 - All readings shall be reported and the average of the three readings shall also be reported.
 - Surface readings will not be accepted.
 - A photographic record consisting of a minimum of five (5) photographs of the load documenting the moisture shall be provided. Photographs shall include:
 - A photograph of the truck delivering the load with an overview of the entire load.
 - Close-ups of fiber.

Moisture Surcharge based on the following formula on each load delivered to the Contractor.

Moisture Surcharge Calculation:
Tare Weight of Vehicle First Load = X tons
Moisture Surcharge in dollars = Y
Assessed Moisture Surcharge = (X) x (Y).

Sample Calculation:
Presumes moisture readings in excess of 12%
Tare Weight (X) = 6 tons
Moisture Surcharge = \$75/ton.
Assessed Moisture Surcharge = 6 tons x \$75 = \$450.00

3.09 Invoices, Payment Procedures

3.09.1 The Contractor shall submit all invoices/payments for recycling marketing service in accordance with the requirements of this section.

- 3.09.2 Where a payment is being made to the Township of Weehawken, the Contractor shall submit a payment and corresponding paperwork to the Township within thirty (30) days after the end of the calendar month during the term of the contract during which the Contractor provided services as provided per this RFP.
- 3.09.3 Where the Contractor has indicated that a change in prices paid for either fiber and commingled recyclable material has been made based on a market index as identified within this Proposal, the Contractor shall provide the page or pages that identify said change with the submission of the written notification of a price change.
- 3.09.4 Where a payment is required to the Contractor under the terms of the Contract, the Contractor shall submit an invoice within thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided per this RFP. The Contractor will submit an invoice to the Township of Weehawken for the preceding calendar month (the "Billing Month").
- 3.09.5 Where a Contamination Surcharge is being assessed by the Contractor, any such assessment must conform to the conditions outlined within this RFP.
- 3.09.6 Where a payment is required to the Contractor, the Township of Weehawken will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of Weehawken shall have 30 days from the date of receipt of the corrected invoice to make payment.
- 3.09.7 The Contractor shall submit a receipt setting forth the payments for each ton of material recycled whether to the Township or due to the Contractor. The receipts shall include the number of tons of the material recycled each day during the billing month.
- 3.09.8 Monthly receipts issued by the markets that shall include:
1. The origin of the recyclable material
 2. The total quantity and weight of recyclable material;
 3. Copies of all weight tickets and receipts;
- 3.10.0 **Liquidated Damages**
- 3.10.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of Weehawken 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 Township may assess, the below listed sums as Liquidated Damages.

- 3.10.2 Liquidated Damages shall be assessed based on the findings of the Contract Administrator during the course of this Contract.
- 3.10.2.1 Any failure by the Contractor to arrange for the Marketing of materials as specified herein may result in the assessment of liquidated damages in an amount equal to two thousand dollars (\$2,000.00) per day plus any and all costs incurred by the Township of Weehawken for the Option marketing of said materials.
- 3.10.2.2 For failure of the Contractor to make payments to the Township of Weehawken where market revenue is to be paid to the Township, in a timely manner and in a manner as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
- 3.10.2.3 For failure of the Contractor to submit recycling tonnage reports as required within this RFP, liquidated damages in an amount equal to two hundred dollars (\$200.00) per day that such non-compliance remains in effect.
- 3.10.2.4 For failure of the contractor to provide sufficient equipment or staffing as outlined within this RFP to process recyclable material delivered by the Township, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
- 3.11 Annual Reporting of Recycling Tonnages**
- 3.11.2 The Contractor shall report all recycling activities on a monthly basis within fifteen (15 days) of the close of the prior month's recycling activities.
- 3.11.3 Monthly reporting shall conform to the same format as the annual report.
- 3.11.4 The Contractor agrees that at its sole cost and expense, it will provide to the Township an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year. This report shall be delivered to the Township no later than March 31 for the prior year's activity.
- 3.11.5 All annual 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:
1. The marketing date
 2. The weight receipt number
 3. The market's name
 4. The market's address

5. Identification of the material marketed
6. Each material shall be separately identified
7. All data must be provided on the Operator's letterhead and signed.

3.12

Termination

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

1. Non-performance by the Contractor.
 - a. Contractor may correct non-performance within thirty (30) days of notice of such non-performance by the Township. The Township shall have sole authority to determine if correction has been made.
 - b. Abandonment of the Contract by the Contractor which shall include, but not be limited to, the failure to provide for the marketing of recyclable materials delivered to the Contractor as per the requirements of the New Jersey Department of Environmental Protection.
2. 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.
3. Expiration or termination of any permit or approval necessary for the performance of the services required hereunder.
4. Any negative declaration, charge or determination by the DEP or other governmental entity that is not cured within thirty (30) days.
5. 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.

3.13

Contractor Non-Performance

Non-Performance by the Contractor shall include, but not be limited to, any of the following situations:

1. Failure to market materials for the purpose of recycling as outlined in this Proposal.
2. Failure to accept designated recyclable materials in a timely manner as outlined within this Proposal.
3. Failure to comply with all conditions of any and all laws of the Township of Weehawken, the State of New Jersey and the New Jersey Department of Environmental Protection.
4. Failure to pay the Township of Weehawken in accordance with the payment terms outlined within this Proposal.
5. Any breach of any provision of this agreement.

3.14 Assignment of Contract

3.14.01 All parties understand that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract.

3.14.02 The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township

3.15 Performance Bond and Insurance

3.15.01 Before commencing the Work, the Contractor who is awarded a contract for the marketing of Fiber and/or Commingled Materials shall furnish to Weehawken the following:

A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a Performance and Payment Bond, in the form acceptable to the Township of Weehawken, and in the amount equal to the sum of the following formula and shall be equal to the annual cost/value of the Contract.

The annual value of the Performance Bond shall be calculated as follows:

Total tonnage of all fiber and/or commingled materials, as outlined within this RFP multiplied (X) by the proposed Average price per ton in dollars for those recyclable materials on which a price is offered under the terms of this Proposal.

Example:

Weehawken Average Recycling Tonnage for Fiber and Commingled Materials is **1302 tons** per year.

Proposer offers an average price (either as paid or being paid) of \$35/ton for Fiber and Commingled Materials per year

Total Performance Bond shall be equal to:

\$35/ton X 1302 tons = \$45,570.00 Proposal Bond Amount

For each subsequent year, the performance bond value shall be calculated in the same formula using the market prices for commodities on the closing date of the month prior to the date that the new performance bond is to be submitted.

A bond must be duly executed by the successful Respondent (Contractor), 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 Weehawken.

The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Contractor's performance under the terms of this RFP. 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 Recyclable materials as outlined herein at sites other than the approved market. 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 Contractor 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 Weehawken.

3.16.2 Insurance

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements below. The insurance policy shall name the Township of Weehawken as an Additional Named insured indemnifying the Township of Weehawken with respect to the Contractor's actions pursuant to the Contract.

3.16.2.1 Insurance requirements shall include Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

- a. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
 - b. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
 - c. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.
- 1) The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.
 - 2) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty - (30) days prior written notice to the Contract Administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment. (d) Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have

any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

- 3) Certificates of Insurance shall be delivered to the Contract Administrator at the time designated by the Township of Weehawken provided however, that the time so designated by the contract is awarded and prior to the commencement of performance.

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 Weehawken as an additional insured.

3.16.03 Indemnification

The Contractor agrees to indemnify, save harmless and defend the Township of Weehawken and its respective officers, members, employees and agents (Township Indemnified Parties) from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which the Township Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by the Contractor performance or failure to perform its obligations under the provisions of this Proposal Specification or by any negligent or willful act or omission of the Contractor, its employees or Subcontractor in the performance of this Contract.

4.0 PROPOSAL DOCUMENTS

4.01 STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all Proposal and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Proposal 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	Home Address (for Individuals) or Business Address

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

If a Proposal der 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 #

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	Home Address (for Individuals) or Business 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 Proposal der/proposer; that the TOWNSHIP OF WEEHAWKEN 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 the TOWNSHIP OF WEEHAWKEN to notify the TOWNSHIP OF WEEHAWKEN 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 WEEHAWKEN to declare any contract(s) resulting from this certification void and unenforceable.

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

Subscribed and sworn to before me

this _____ day of _____, 20__

Notary Public of

My Commission expires _____, 20__

4.02 AFFIDAVIT OF AUTHORIZATION FOR CONTRACT

State of New Jersey
Township of Weehawken

Affidavit of Authorization for Contract

STATE OF NEW JERSEY }

}

COUNTY OF _____ } s.s.:

**Township of Weehawken
Recycling Markets Proposal**

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

I am the _____ of the firm of _____, the Proposer herein, and that I signed the Proposal for this Contract, and am duly authorized to do so; and that the seal attached is the seal of the Proposer; and that all declarations and statements contained in the Proposal are true, based upon my knowledge, information and belief.

(Sign) _____

(Type or print name of affiant under signature)

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public of _____
My Commission expires _____, 20__

MORAL INTEGRITY AFFIDAVIT FOR CONTRACT

State of New Jersey
Township of Weehawken

Moral Integrity Affidavit for Contract

STATE OF NEW JERSEY }

Township of Weehawken
Recycling Markets Proposal

COUNTY OF _____ }

s.s.:

I, _____, residing at _____, in the
_____ of _____, in the County of _____ and the
State of New Jersey, being the _____ of the firm of _____,
the Proposer herein, and being of full age, and duly sworn according to law on my oath depose and
say that:

- 1. That the Respondent herewith submits a proposal regarding this Contract to the Township of Weehawken .
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of Weehawken .
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 not any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, so state).

- 5. That the State in which the Respondent is incorporated is: _____

- 6. That if the answer to question # 5 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.

7. That he/she 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.
8. That this Affidavit is made to the Township of Weehawken to accept the Proposal for this Contract, knowing that the Township of Weehawken 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 _____ 20__

Notary Public of
My Commission expires _____, 20__

4.04 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
 }
COUNTY OF _____ } s.s.:

**Township of Weehawken
Recycling Markets Proposal**

I, _____, residing at _____, in the
_____ of _____, in the County of _____ and the
State of New Jersey, being the _____ of the firm of _____,
the Proposer herein, and being of full age, and duly sworn according to law on my oath depose and
say that:

This proposal is submitted with full authority of the entity to do so, and that the said Proposer has
not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free, competitive process in connection with the above-named
project; and that with full knowledge that the _____ relies upon the
(Name of contracting unit)
truth of the statements contained in said Proposal and in the statements contained in this affidavit
in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retrained to solicit or
secure such contract upon an agreement or understanding for commission, percentage, brokerage,
or contingent fee, except bona fide employees or bona fide established commercial or selling
agencies maintained by _____.
(Company name)

(Signature)

(Print name)

Subscribed and sworn to before me
this _____ day of _____ 20__

Notary Public of
My Commission expires _____, 20__

4.06 EXPERIENCE STATEMENT

This questionnaire must be filled out and submitted with and as part of the Proposal for Recycling Marketing for the Township of Weehawken . **Failure to complete this form or to truthfully provide any of the information required herein shall result in rejection of the Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Proposer shall add additional sheets and identify clearly the question being answered.

1. How many years has the proposer been in business as a contractor under your present name?
2. List any other names under which the proposer, its partners or officers have conducted business in the past five years.
3. Has the proposer, its partners or officers failed to perform any contract awarded to it by the Township of Weehawken under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the proposer's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Weehawken in the past five years under its current or any past name? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts that the proposer, any officer or partner of the proposer's business under its current, or any past name in the past five years is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government marketing services contract that the proposer, under its current, or any past name; or any officer or partner of the proposer, has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;

- (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were the materials collected?
 - (e) Explain how the materials were marketed.
 - (f) Has the proposer ever failed to make payments for recyclable materials in a government contract in the last five (5) years? If so, explain.
 - (f) Name and telephone number of Contract Administrator or some other official in charge of this Contract.
7. In the past three (3) years has the Proposer, under its current or any past name, any officer or partner of the proposer, ever failed to successfully market recyclable materials under the terms of a contract? IF yes, explain. A complete explanation is required.
8. Has the Proposer, under its current or any past name, any officer or partner of the proposer, been involved in a lawsuit over either the successful marketing of recyclable materials or payment to a governmental unit in the last three (3) years? IF yes, explain. A complete explanation is required.
9. Has any officer or partner of the proposer's business, under its current or any past name, ever failed to perform any contract that was awarded to him/her as an individual by a County or Municipality in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
10. Has the proposer, or any officer or partner of the proposer, under its current or any past name, ever filed for bankruptcy in the last seven (7) years? If yes, a complete explanation is required.

(Respondent)

(Type or print name of affiant under signature)

4.07 PROPOSAL GUARANTY

[FORM SUPPLIED BY PROPOSER]

Proposal Guarantee in the form of a Proposal Bond, Cashier's Check or Certified Check, made payable to the Township of Weehawken in the amount of 10% of the highest aggregate two (2) year Proposal submitted, not to exceed twenty thousand dollars (\$20,000). All Proposals must contain a Proposal Guarantee. Should the prices being offered by \$0.00 or less, than the Proposer shall offer a Proposal Bond equal to \$20,000.00.

4.08 CONSENT OF SURETY

*Consent of Surety
To Accompany Proposal*

[FORM TO BE SUPPLIED BY PROPOSER]

The Consent of Surety shall be a standard industry accepted Note in a form and with limits as outlined guaranteeing that if the contract is awarded, the surety will provide a performance bond as described herein.

4.09 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)

Proposers should be aware that N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC)

All Proposers are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Proposers are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

I HAVE _____ MADE THE FOLLOWING DONATIONS AS INDICATED HEREIN. IF YOU ANSWER YES, DISCLOSE ALL DONATIONS MADE AS REQUIRED.

I HAVE NOT _____ MADE ANY DONATIONS AS OUTLINED IN THE REQUIREMENTS OF SECTION 4.13 AND N.J.S.A 19:44-20.27.

PLEASE MARK THE APPROPRIATE LINE.

Signature Date

Name Title

Subscribed and sworn to before me
this _____ day of _____ 20

Notary Public of
My Commission expires _____, 20

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement

bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, 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 jobrelated 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

4.11

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

The contractor and the Township of Weehawken do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 a Proposal e 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.

4.13 DISCLOSURE OF VIOLATIONS

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

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

Signature Date

Name Title

Subscribed and sworn to before me
this _____ day of _____ 20_

Notary Public of
My Commission expires _____, 20__

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: _____

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

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

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

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

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

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

4.16.0 PROPOSAL FORM

4.16.2 OPTION #1 – PROPOSAL FOR THE MARKETING OF RECYCLABLE MATERIALS DELIVERED AS SINGLE STREAM.

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of this proposal as described herein for the period COMMENCING April 1, 2021 TERMINATING ON March 31, 2024, 2025 OR 2026 (BOTH DATES INCLUSIVE).

- FILL IN ALL COLUMNS; WHERE A VALUE IS \$0.00, FILL IN \$0.00. **LEAVE NO BLANKS** ALL VALUES TO BE IN U.S. DOLLARS. IF NOT PROPOSING ON THIS OPTION, TYPE IN THE WORDS “NO PROPOSAL.” Proposal Answers and Information should be typewritten or printed neatly in black or blue ink. and must be legible. If illegible or unclear, it will be considered incomplete.

GROSS MARKET PRICE

	Single Stream Price/Ton
<u>Price at the time of Proposal Submission</u>	\$

FIXED FEE PROCESSING COST

	Single Stream Per ton
YEAR 1	\$
YEAR 2	\$
YEAR 3	\$
Option Year 1	\$
Option Year 2	\$

Proposer’s Signature _____

OPTION #1 CONTINUED ON NEXT PAGE

**NET MARKET PRICE
(GROSS MARKET PRICE – FIXED FEE PROCESSING COST)**

	Single Stream
YEAR 1	\$
YEAR 2	\$
YEAR 3	\$
Option Year 1	\$
Option Year 2	\$

**PERCENTAGE ALLOCATION OF NET MARKET PRICE
VALUE RANGE FROM 0 TO 100%**

	Single Stream Township	Single Stream Proposer
YEAR 1	%	%
YEAR 2	%	%
YEAR 3	%	%
Option Year 1	%	%
Option Year 2	%	%

Proposer's Signature _____

OPTION #1 CONTINUED ON NEXT PAGE

FINAL MARKET SHARE
(Percentage Allocation x Net Market Price = Final Market Share)

	Single Stream FINAL MARKET SHARE
YEAR 1	
YEAR 2	
YEAR 3	
Option Year 1	
Option Year 2	

Proposer's Signature _____

OPTION #1 CONTINUED ON NEXT PAGE

**CONTAMINATION SURCHARGE
REPORT AS DOLLARS/TON**

	Single Stream
YEAR 1	
YEAR 2	
YEAR 3	
Option Year 1	
Option Year 2	

**MOISTURE SURCHARGE
REPORT AS DOLLARS/TON & PERCENTAGE ALLOCATION:
REPORT AS TOWN/CONTRACTOR
EX: TOWN 0%: CONTRACTOR 100%**

Fiber				
	Town		Contractor	
	Dollars/Ton	% Allocation	Dollars/Ton	% Allocation
YEAR 1				
YEAR 2				
YEAR 3				
Option Year 1				
Option Year 2				

Proposer's Signature _____

4.16.1 OPTION #2 - PROPOSAL FOR THE MARKETING OF RECYCLABLE MATERIALS DELIVERED AS DUAL STREAM.

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of this proposal as described herein for the period **COMMENCING APRIL 1, 2021 AND TERMINATING ON MARCH 31 2024, 2025 OR 2026** (BOTH DATES INCLUSIVE).

- FILL IN ALL COLUMNS; WHERE A VALUE IS \$0.00, FILL IN \$0.00. **LEAVE NO BLANKS** ALL VALUES TO BE IN U.S. DOLLARS. IF NOT PROPOSING ON THIS OPTION, TYPE IN THE WORDS "NO PROPOSAL." Proposal Answers and Information should be typewritten or printed neatly in black or blue ink. and must be legible. If illegible or unclear, it will be considered incomplete.

GROSS MARKET PRICE

	Fiber Price/Ton	Commingled - Cans, Bottles and Plastic Containers Price/Ton
<u>Price at the time of Proposal Submission</u>	\$	\$

Proposer's Signature _____

OPTION #2 CONTINUED ON NEXT PAGE

FIXED FEE PROCESSING COST

	Fiber Per Ton	Commingled Cans, Bottles and Plastic Containers Per ton
YEAR 1	\$	\$
YEAR 2	\$	\$
YEAR 3	\$	\$
Option Year 1	\$	\$
Option Year 2	\$	\$

**NET MARKET PRICE
(GROSS MARKET PRICE - FIXED FEE PROCESSING COST)**

	Fiber Per Ton	Commingled Cans, Bottles and Plastic Containers Per ton
YEAR 1	\$	\$
YEAR 2	\$	\$
YEAR 3	\$	\$
Option Year 1	\$	\$
Option Year 2	\$	\$

Proposer's Signature _____

OPTION #2 CONTINUED ON NEXT PAGE

**PERCENTAGE ALLOCATION OF NET MARKET PRICE -
VALUE RANGE FROM 0 TO 100%**

	Mixed Paper Township/Proposer	Corrugated Cardboard Township/Proposer	Commingled Cans, Bottles and Plastic Containers Township/Proposer
YEAR 1			
YEAR 2			
YEAR 3			
Option Year 1			
Option Year 2			

**FINAL MARKET SHARE
(Percentage Allocation x Net Market Price = Final Market Share)**

	Fiber Per Ton	Commingled Cans, Bottles and Plastic Containers Per ton
YEAR 1	\$	\$
YEAR 2	\$	\$
YEAR 3	\$	\$
Option Year 1	\$	\$
Option Year 2	\$	\$

Proposer's Signature _____

OPTION #2 CONTINUED ON NEXT PAGE

CONTAMINATION SURCHARGE REPORT AS DOLLARS/TON

	Fiber Per Ton	Commingled Cans, Bottles and Plastic Containers Per ton
YEAR 1	\$	\$
YEAR 2	\$	\$
YEAR 3	\$	\$
Option Year 1	\$	\$
Option Year 2	\$	\$

**MOISTURE SURCHARGE
REPORT AS DOLLARS/TON & PERCENTAGE ALLOCATION:
REPORT AS TOWN/CONTRACTOR
EX:TOWN 0%: CONTRACTOR 100%**

	Fiber Dollars /Ton		Fiber % Allocation	
	Town	Contractor	Town	Contractor
YEAR 1	\$/t	\$/t	%	%
YEAR 2	\$/t	\$/t	%	%
YEAR 3	\$/t	\$/t	%	%
Option Year 1	\$/t	\$/t	%	%
Option Year 2	\$/t	\$/t	%	%

Proposer's Signature _____

OPTION #2 CONTINUED ON NEXT PAGE

