

\*Addendum #2 issued on June 25<sup>th</sup>, 2020, amends the definition of “Commingled Material” to include aluminum beverage containers, the Acceptable Materials section (3D) to reference the Township of Millburn’s recycling ordinance, changes the RFP opening date from June 30<sup>th</sup> to July 2<sup>nd</sup>, 2020, and includes questions from proposers with responses from the Township of Millburn.

\*\*Addendum #1 issued on June 16<sup>th</sup>, 2020, amends the Proposal Forms, adding submission lines for Contract Fee amounts per year (Pages 23-25). Contractor fees are broken out by year, while the Blended Value Percentage and Contamination Fee proposals are to last for the life of the contract, unless otherwise agreed to mutually by both the Township and the Contractor. In order for a proposal to be considered it must include the new Proposal Forms updated per this addendum. Proposers must fill out the “Acknowledgement of Receipt to Changes of RFP Documents” Form on page 52. Questions can be directed to Jesse Moehlman at 973-564-7088, or by emailing [jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org).



Township of Millburn  
Essex County, New Jersey

REQUEST FOR PROPOSALS FOR  
THE MARKETING OF RECYCLABLE MATERIALS  
RECEIPT AND OPENING OF BIDS:  
TUESDAY ~~June 30, 2020~~ July 2, 2020 at 10:00 A.M.  
DEPARTMENT OF PUBLIC WORKS GARAGE  
345 ESSEX STREET  
MILLBURN, NEW JERSEY 07041

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## Notice to Proposers

The Township of Millburn is requesting proposals from contractors interested in providing marketing of recyclable materials services for an initial period of three (3) years commencing August 3, 2020, in accordance with the terms of this Request for Proposals. The Township of Millburn shall have the option, exercisable at its sole discretion, to renew the Contract for two additional one (1) year periods upon giving not less than one hundred twenty (120) days written notice to the Contractor.

Sealed responses will be received by the Recycling Coordinator on ~~June 30, 2020~~ July 2, 2020 at 10:00 a.m. in the Department of Public Works Garage, located at 345 Essex Street, Millburn, NJ 07041, at which time and place responses will be opened. Questions should be directed to Jesse Moehlman at [jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org), or by calling 973-564-7088.

RFP information may be obtained at the Department of Public Works, 345 Essex Street, Millburn, NJ 07041 during regular business hours (8:30AM-3:30PM) or by emailing [jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org) to receive a digital copy.

A Pre-Proposal Meeting will be held to allow Proposers the opportunity to ask questions regarding this Request for Proposals via a virtual Zoom meeting on June 15, 2020 at 10:00 a.m.

Those wishing to participate must email Jesse Moehlman, Recycling Coordinator, at [jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org) to receive a link to the meeting. Although not a mandatory meeting, Proposers are strongly encouraged to attend this meeting.

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.

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Christine Gatti, Township Clerk

Publication date: June 11, 2020

## 1. Notice to Proposers

### A. Description

This Request for Proposal (RFP) is intended to solicit Proposals from Contractors interested in providing Marketing of Recyclable Materials. Millburn Township operates a single-stream curbside recycling program, including collections of corrugated cardboard, mixed paper, glass, ~~tin-bi-metal~~ aluminum beverage containers, and plastics #1, #2, and #5. Millburn Township is requesting proposals for one three (3) year contract period commencing on August 3, 2020 with options to renew thereafter for two additional one (1) year periods. Option years shall be awarded at the sole discretion of the Township. As further set forth herein, a dual-stream option is also presently under consideration.

Receipt of Questions regarding the RFP must be received by Millburn Township by June 17, 2020 in order for consideration of such questions in any Addenda that may thereafter be issued. Notice of revisions or Addenda to advertisements or Proposal documents will be published in The Item of Millburn and Short Hills or The Star Ledger, and will be issued no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Proposals.

All sealed RFP documents will be examined and collected by the Township of Millburn on ~~June 30, 2020~~ July 2, 2020 at 10 a.m., Eastern Standard Time, by the Recycling Coordinator at the Department of Public Works Garage, 345 Essex Street, Millburn, NJ 07041. Proposals received after 10:00 a.m. will not be considered.

Any questions about this Request for Proposals should be directed to the Millburn Township Recycling Coordinator, Jesse Moehlman, at either [jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org) or (973)-564-7088. **NOTE RE: COVID-19: If Town Hall is closed to the public due to the COVID-19 outbreak, please contact Recycling Coordinator Jesse Moehlman at the above-provided email or telephone number for a copy of the RFP.**

### B. Anticipated Procurement Schedule

Event	Date
Issuance of RFP	June 11, 2020
Pre-Proposal meeting	June 15, 2020
Receipt of Questions	June 17, 2020
Issuance of Addenda	June 19, 2020
Receipt of Proposals	<del>June 30, 2020</del> <u>July 2, 2020</u>
Review of Proposals	July 6, 2020
Award of Contract	July 14, 2020
Contract Start Date	August 3, 2020

### C. Documents to be Submitted

Proposals will be received by the Township of Millburn on ~~June 30, 2020~~ July 2, 2020 at 10:00 a.m., Eastern Standard Time, by the Recycling Coordinator at the Department of Public Works Garage, 345 Essex Street, Millburn, NJ 07041. Proposals received after 10:00 a.m. will not be considered.

Four (4) copies of the Proposal shall be submitted. One (1) packet must contain original documents, and must be labeled (Original) on the packet. Proposals must be received in hard copy form. Proposals received after the 10:00 a.m. deadline on ~~June 30, 2020~~ July 2, 2020, will not be considered.

Proposals shall include the following documents in a sealed envelope, with the following labeled clearly on the outside of the envelope:

- “Proposal Documents for the Township of Millburn Marketing of Recyclable Materials RFP”
- Respondent’s Name
- Respondent’s Address
- Respondent’s Telephone and Fax Numbers

The following documents shall be submitted by every Respondent at the time and date specified in the Public “Notice to Proposers,” which documents are described in more detail herein and Forms included, if available, at Section 4, “Proposal Documents”:

**Documents required by N.J.S.A. 40A:11-23.2 to be submitted at the time of bid:**

- Bid Guarantee in the form of bid bond, certified check or cashier’s check in the amount of 10% of the total amount of the three-year bid proposal, not to exceed \$20,000, payable to the Township of Millburn pursuant to N.J.S.A. 40A:11-21; Consent of Surety pursuant to N.J.S.A. 40A:11-22 (Form included);
- Stockholder Disclosure Statement pursuant to N.J.S.A. 52:25-24.2 (Form included);
- List of subcontractors pursuant to N.J.S.A. 40A:11-16;
- Acknowledgement of Proposer’s receipt of any notice or revisions or addenda (Form to be provided to Proposers prior to receipt of Proposals, if applicable).

**In addition, the Township of Millburn requires the following documents to be submitted at the time of Proposal receipt, to complete the Bid Package:**

- Affidavit of Authorization for Contract (Form included)
- Non-Collusion Affidavit (Form included)
- State of New Jersey Debarred List Affidavit (Form included)
- Financial Ability Affidavit (Form included)
- Questionnaire (Form included)
- Affirmative Action Requirements (Form included)
- Mandatory Equal Employment Opportunity Language (Form included)
- Affirmative Action Certification (Form included)
- Americans with Disabilities Act of 1990 Affidavit (Form included)
- Recycling Market Affidavit and Guarantee of Market Capacity Affidavit (Form included)
- Disclosure of Violations Form (Form included)
- Disclosure of Contributions to NJ Election Law Enforcement Commission (ELEC) (Form included)
- Disclosure of Investment Activities in Iran (Form included)
- Business Registration Certificate(s)
- Proposal Form I: Base Proposal of Recycling Marketing for Materials for Single-Stream Recycling (Form included)

- Proposal Form II: Alternate Proposal of Recycling Marketing for Materials for Dual-Stream Recycling (Form included)
- Statement of Qualifications including Marketing Experience List
- Proposer’s Checklist (Form included)

All of the foregoing documentation shall be submitted in accordance with the instructions contained in the Notice to Proposers and these Specifications.

Additional documentation shall also be required from the successful Proposer prior to the time of Contract. This includes an executed Performance and Payment Bond. The details of the Performance and Payment Bond are further set forth within Section 1(L) herein below.

Questions concerning the contents of this RFP shall be directed to:

Jesse Moehlman  
 Recycling Coordinator  
 Township of Millburn  
 375 Millburn Avenue  
 Millburn, NJ 07041  
 973-564-7088  
[jmoehlman@millburntwp.org](mailto:jmoehlman@millburntwp.org)

#### D. Definitions

“Blended Value” refers to value, per ton, of recyclable material deposited by the Township to the Contractor. To calculate the Blended Value per ton of single-stream recyclable material:

1. The percentage of each Recyclable and Non-Recyclable material, including Commingled Material and Fiber, to be revised from time-to-time by periodic recycling audits, to be conducted by the Contractor.
2. The Blended Value per ton is determined by the combined commodity value per ton added together.
3. The Blended Value can be positive or negative.

“Blended Value Percentage” refers to the percentage which the difference between the Blended Value and Contractor Fee is multiplied by, when calculating the Township Value.

“Certificate of Insurance” means a document showing that an Insurance Policy has been written and includes a statement of the coverage of the policy.

“Clothing Hanger Material” refers to metal, plastic or wood clothes hangers.

“Collection site” means the location of recycling containers to be collected for marketing.

“Commingled Material” refers to Commingled glass, ~~metal cans~~ aluminum beverage containers, plastics (1, 2 and 5) and Cartons (Milk, Juice, etc.)

“Contract Documents” shall consist of this Request for Proposal (RFP), along with the Proposal Form and the Agreement to the successful Proposer by the Township of Millburn.

“Contractor Fee” refers to the price borne by the Contractor to process the recyclable material deposited by the Township to the Contractor.

“Consent of Surety” means a promissory note guaranteeing that if the contract is awarded, the surety will provide a Performance Bond. "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.

“Contamination Fee” refers to a fee to be levied by the Contractor in the event that at least 10% of a given load of Recyclable Material, deposited by the Township to the Contractor, is deemed not-recyclable. The Proposal Forms ask the Respondent to list Contamination Fees for material that is deposited within a range of 10-20% contaminated, and greater than 20% contaminated.

“Contract Administrator” is the person authorized by the contracting unit to procure and administer contracts for recycling marketing services, and specifically the Director of Public Works or his/her designee as set forth herein within Section 3(C).

“Contracting Unit” means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county to municipality which exercise actions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of 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 Millburn Recycling Ordinances~~ the Township of Millburn’s recycling ordinance, § 14-1.1, and any amendments thereto. It refers to, but is not limited to, material consisting of Mixed Paper, Commingled Material, and Rigid Plastic.

“Fiber” means all paper products listed as designated recyclables including: Newspaper, defined as number 6 news; Mixed paper including magazines; Junk mail; School paper, computer paper, catalogs, non-metallic wrapping paper and books with hard covers removed; and Cardboard and Corrugated paper including chipboard or other fiber as may be added from time to time by the Township in consultation with the Contractor.

“Governing Body” means the governing body of the as defined at N.J.S.A.. 40A:11-2.

“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.

“Holiday” means a regularly scheduled collection day when Recycling collections are suspended, including:

- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving
- Christmas Day
- New Year's Day

"Law" shall mean those statutes and regulations governing the collection and marketing of recyclable materials for which the Township of Millburn is soliciting this RFP. Law includes, but is not limited to, the Recycling Management Act.

"Legal newspaper" means the The Item of Millburn-Short Hills or the Star Ledger.

"Liquidated damages" means those damages assessed by the Township against the Contractor as specified in the RFP and Contract and as further set forth herein below within Section 3(G)

"Mixed Paper" shall mean fiber as defined herein.

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

"Proposal Forms" mean those Forms provided herein 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.

"Proposal Security" shall mean the Guarantee to be submitted with the Proposal as set forth in further detail in Section 1(K).

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

"Recyclable Material" means those materials which would otherwise become Solid Waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products as specified herein.

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

"Rigid Plastic Material" refers to bulky rigid plastics such as garbage cans, resin lawn furniture, laundry baskets and children's outdoor playing units.

"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" refers to the Township of Millburn.

"Township Evaluation Team" shall be comprised of The Director of Public Works, Superintendent of Public Works, Recycling Coordinator and any other person or persons, chosen by the Director of Public Works who possesses special knowledge in the subject area that could be of benefit to the selection process.

"Township Value" refers to the amount charged to or reimbursed to the Township of Millburn for the marketing of recyclable materials conducted by the Contractor. This figure is calculated by taking the difference of the Blended Value minus the Contractor Fee, multiplied by the Blended Value Percentage.

## E. Historical Recycling Data

In 2019 the Township of Millburn collected 2,501.15 tons of residential single-stream recyclable materials.

A Recycling Audit was conducted for the Township of Millburn by Waste Management, at their facility located at 150 Saint Charles St. in Newark, NJ over the course of the month of March in 2020. A copy of this Recycling Audit is attached at the end of this Proposal.

The residue rate was found to be 15%. The period in which this was conducted coincided with onset of the COVID-19 pandemic, and subsequent governmental actions, which may have impacted this figure. A similar audit in July of 2018 performed at the same facility found a contamination rate of 8.1%.

## 2. Bid Submission Requirements

### A. Authorization to do Business in New Jersey

Proposers must present a Business Registration Certificate with the Proposal, proving their authorization to conduct business in the State of New Jersey.

### B. Qualifications

As noted above, Proposers shall submit a Statement of Qualifications including a Marketing Experience List, which demonstrates the ability to perform the work as outlined in Section 3, Scope of Work, and must indicate at least three (3) years of experience marketing Class A recyclable materials received from a curbside recycling program. Experience of subcontractors is not a sufficient substitute. The Proposer shall include a Marketing Experience List, including the following:

- Facility Owner(s) from which the materials were marketed;
- Location of Facility(ies) from which the materials were marketed;
- Responsibilities;
- Principals of each firm involved in the marketing of recyclables;
- Contact person(s), including telephone number(s), address(es), and email address(es) (if available)
- Evidence that the Proposer complied with all applicable statutes, laws, and regulations regarding the marketing of recyclable materials;
- 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 were paid in accordance with the requirements of the Contract

The Township of Millburn reserves the right to require the submission of additional information regarding qualifications following the initial submission date, including any financial, technical or other evidence of qualifications or abilities of any Proposer.

The Contract will be awarded to the Proposer who, determined after the Township evaluates each Proposal, is qualified to conduct the requested work, has responded to all questions and has executed all required Affidavits.

### C. Familiarity with Work

It is the obligation of the Proposer to apprise itself of all facts necessary to undertake the performance of the work required under the Contract. This includes, but is not limited to: the examination of the Recyclable Material as specified herein and familiarity with related documents and most recent New Jersey Department of Environmental Protection regulations for Class A recycling and other applicable Laws, Ordinances, Rules and Regulations.

The Proposer hereby expressly waives any right to, and agrees that they will make no claim for, a reduction in the payments made to the Township under the 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.

The successful Proposer shall commence work upon receipt of a written Notice-to-Proceed from the Township, which shall be issued upon execution of the Contract by both Parties.

### D. Interpretation of Documents

Any Addenda issued by the Township of Millburn shall be binding. Written Addenda shall be sent to all parties by certified mail with return receipt requested who register in writing with the Township. Should any such Addenda be issued, or any notices of revisions or Addenda to the advertisement or proposal documents be issued, Proposer shall include the later-provided Acknowledgement of the same with its Proposal documents at the time of submission.

### E. Cause of Rejection

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

- Not responsive to the Request for Proposals (RFP);
- Failure to demonstrate qualifications to 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, which may cause the Proposal to be, in the opinion of the Review Committee, inappropriately unbalanced;
- If 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 the parties' anticipated Contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the Contract. (N.J.S.A. 40A:11-24b) In this case at its option, the Township may accept the Proposal with the next highest score of a responsible Proposer;
- The Township of Millburn reserves the right to waive any and all irregularities and informalities in the submission of the Proposals;
- The Township of Millburn reserves the right to reject any and/or all Proposals submitted in response to this Request for Proposals (RFP).

### F. Award and Execution of Contract

The award of the Contract may be delayed by the Township of Millburn due to rejection of one or more of the Proposals or under the advice from the Township of Millburn's staff, Township attorneys, and/or the Township Committee. All Proposers will be notified in writing of the action taken by the Township of Millburn.

The award will not be binding upon the Township of Millburn until the Proposer has submitted all required documentation and the Millburn Township Committee has issued a Resolution awarding the Contract, and not until all parties have provided the requisite proofs prior to entering into the Contract, and have duly executed the Contract. The Township Evaluation Team will select the Contractor(s) deemed most advantageous to the Township. This Township Review Committee'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; the documents required by this "fair and open" Process, any Addenda, Notices, or Revisions thereto; the selected Contractor(s) Proposal; and any changes negotiated by the parties.

The Township of Millburn 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 regulations set forth by the State's Local Unit Pay-to-Play law.

The Township Evaluation Team shall consist of the Superintendent of Public Works, Assistant Superintendent of Public Works, Recycling Coordinator and Business Administrator.

In addition to each Proposer's responsiveness to this Request for Proposals (RFP) the awarding of this contract will be based on an evaluation and ranking of each Proposer's response regarding the following:

- 1) Distance from the Township of Millburn;
- 2) History of Proposer's completion of, or successful engagement in, contracts of similar size and scope;
- 3) Relevance and extent of qualifications & financial capability;
- 4) Payment History as evidenced by information contained within the Questionnaire provided herewith;
- 5) Any Violations, Fines, Notices of Violations from any governmental agency within the last five (5) years; and
- 6) Reasonableness of the Price Proposal.

The Township will use weighting criteria as set forth below in its evaluation methodology.

An evaluation team will evaluate each Proposal. In making each evaluation, the team will be guided by the following criteria:

- 1) Distance from the Township; (10 points)
- 2) Experience of Proposer in completing contracts of similar size and scope; (10 points)
- 3) Relevance and extent of qualifications; (20 points)
- 4) Payment History; (25 points)
- 5) Violations, Fines, Notices of Violations issued to Proposer from any governmental agency within the last five (5) years; (5 points)
- 6) Reasonableness of Price Proposal (30 points)

The Base Proposal will be evaluated and it will be the Township's sole discretion to award a Contract for the Base Proposal. This decision will be based on the best interests of the Township.

The Base Proposal will be evaluated for a three (3) year contract to commence with two options to renew for two additional one (1) year periods, which extensions are authorized pursuant to N.J.S.A. 40A:11-15.3. The Township will retain exclusive authority to renew or to not renew a contract for any such option year(s). The Township shall notify the Contractor 120 days prior to the expiration of the three-year contract if the Township desires to exercise the option to renew for an additional one-year period. Subsequently, if applicable, should the contract be extended for one additional year, a fifth and final year, the Township shall again 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.

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

#### G. Insurance Requirements

Before commencing work, the Proposer shall furnish the Township of Millburn with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified herein within Section 3(L).

The Proposer shall maintain the required Insurance coverages in force for the duration of the Contract.

The coverages shall be endorsed to include the Township of Millburn as additional insured for the duration of the Contract.

#### H. Proposal Security (“Bid Guarantee”)

Each Proposal must be accompanied by a Bid Guarantee in the form of a certified check or cashier’s check in the amount of 10% of the total amount of the two-year Proposal, not to exceed \$20,000, from the Proposer to the Township of Millburn. This may be submitted by use of the “Proposal Bond” included in Section 4, herein, or on a similar form, duly executed by the Proposer 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. The amount of the Proposal Security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.00. The Proposal Security will be held by the Township of Millburn as security for fulfillment of the Proposer’s Promises, as set forth in this Proposal, that such Proposal will not be withdrawn during the consideration of the same, and as security that such Proposer shall execute the Contract and furnish all required bonds, insurances, and other documentation required therefor within the specified time. Failure to comply with these provisions shall result in the forfeiture of the Proposal Security.

In the event that the Proposer to whom the Contract has been awarded fails or refuses to execute the Contract, or fails to deliver the bonds, insurances or other documentation required within the specified time, said Proposer shall forfeit the Proposal Security.

#### I. 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 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. Such surety company will provide the Proposer with bonds guaranteeing the faithful performance of work in accordance with the Request

for Proposal (RFP), and the payment of labor, materials and all other indebtedness which may accrue on the account of this Contract.

A Performance and Payment Bond will be required at the time of the signing of the Contract. The amount of the bond and the rating of the surety company shall meet the qualifications specified in Section 3, Performance Bond and Insurance.

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 and Payment Bond shall be cause for declaring the Contract null and void and shall result in forfeiture of the Proposal Security.

For each year of the Contract, the annual Performance and Payment Bond shall be submitted no later than sixty (60) days prior to the start of a new Contract Year.

In lieu of the Consent of Surety, the Proposer may submit a Certified Check for the required amount for each Contract Year.

#### J. Contract Documents

The Contract Documents shall consist of this Request for Proposal (RFP), along with the Proposal Form and the Agreement with the successful Proposer by the Township of Millburn.

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 Millburn.

#### K. Proposal Forms

The revenue or cost information shall be required on the Proposal Form included in Section 4. The Proposal Form shall be completed in ink, by typewriter, or typed digitally. The Proposer, 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.

Discrepancies between words and numerals will be resolved in favor of the words.

All names must be typed or legibly printed below the signature.

#### L. 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.

#### M. Affirmative Action

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.

Within seven days after receipt of notification of the Township's intent to award the Contract to the successful Proposer, such Proposer must submit to the Township of Millburn, one of the following three (3) documents:

A photocopy of a valid letter identifying that the contractor is operating under an existing federally approved or sanctioned affirmative action program, OR

A photocopy of a Certificate of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR

A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Failure to submit the affirmative action document by the fourteenth day shall be cause for the Township to declare the Contractor to be non-responsive and to award the contract to the next lowest Proposer.

### 3. Scope of Work

#### A. Base Proposal

The Contractor will accept and process Recyclable Materials delivered to their location by the Township or its designee. The Contractor shall accept all of the tonnage of materials as outlined herein and produced by the Township.

The Contractor shall be responsible for the marketing of Recyclable Materials collected under the terms of these specifications. Disposition of these materials must be at an approved market or processing facility.

No marketing facility shall be located greater than twenty (20) road miles from the Township of Millburn.

The Contractor's delivery location shall allow for the Township or its designee to unload within thirty (30) minutes of arrival.

An approved market shall be determined by the Contractor and approved by the Contract Administrator or their designee. Approval shall not be unreasonably withheld.

The Proposer shall provide a proposed Contractor Fee and a Blended Value Percentage. Descriptions for these are found in Section 2 under Definitions, as well as the Proposal Forms. These numbers will factor into a revenue-sharing formula, derived from the sale of all Commingled and Fiber Recyclable Material, including Mixed Paper, Corrugated Cardboard, Glass, ~~Tin-Bi-Metal~~ aluminum beverage containers, and Plastics #1, #2, and #5, based on industry market trade publications such as the OBM, or equivalent. Prices are to be adjusted monthly. The Township reserves the right to add accepted recyclable materials after consultation with the Contractor.

A per-ton Contamination Fee, for recyclable material disposed of at the Contractor's facility that is deemed to be not-recyclable, shall be included in the Respondent's proposal. Examples shall include plastic film, items with food residue, and other items that the Contractor has previously informed the Township are not able to be processed at the facility. This fee shall remain unchanged throughout the life of the Contract, unless agreed upon after consultation between the Contractor and the Township. Respondents will be asked to provide Contamination Fees for material loads that are 10-20% contaminated, as well as loads that are more than 20% contaminated.

Proposers are asked to provide an Alternate Proposal, which form is provided herewith, for Recyclable Materials collected from a dual-stream operation, as opposed to the current single-stream process. The Township is exploring transitioning from single-stream to dual-stream; in the event that this occurs, the Township would re-negotiate with the Contractor to arrive at rates for the Contractor Fee and Blended Value Percentage. The figures submitted in the Alternate Proposal are being gathered solely as a benchmark. The Township reserves the right to choose its recycling operation, regardless of whether the Base or Alternate proposal is more profitable.

Proposers shall identify all market indexes that are proposed as the reference point for establishing a Blended Value of Recyclable Materials, as well as other pricing components within this Proposal.

#### B. Schedule of Recycling Markets

The successful Contractor shall receive recyclables as delivered by the Township between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and from 8:00 a.m. to 12:00 p.m. on Saturday.

#### C. Administration of Contract

The Superintendent of Public Works or their designee shall be the Contract Administrator.

#### D. Acceptable Materials

Recyclable Materials to be collected include designated recyclable materials as per the Township of Millburn's recycling ordinance, § 14-1.1, including Commingled Material as well as Fiber. This includes Mixed Paper, Corrugated Cardboard, Glass, Tin Bi-Metal, and Plastics #1, #2, and #5.

#### E. Payment Procedures

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

All invoices /payments shall be sent to:

Jim Ditano  
Superintendent of Public Works  
Township of Millburn  
375 Millburn Ave.  
Millburn, New Jersey 07041

Where a payment is being made to the Township of Millburn, 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.

Where the Contractor has indicated that a change in process paid for both Fiber and Commingled Materials have 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.

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 Millburn for the preceding calendar month (the "Billing Month").

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 cubic yards and the tonnage of the material recycled each day during the billing month.

Monthly receipts issued by the markets shall include:

- The origin of the recyclable material;
- The total quantity and weight of recyclable material; and
- Copies of all weight tickets and receipts.

#### F. Errors in Price Calculations

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

#### G. Liquidated Damages

The parties acknowledge that in the event of a default in performance by the Contractor, it is foreseeable that the Township will suffer damages for which it is entitled to be compensated. Certain 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 Contractor fails to satisfactorily comply with all of the terms and conditions of these Proposal specifications, the Contractor shall be liable for, and the Township may assess, the below listed sums as Liquidated Damages.

Liquidated Damages shall be assessed based on the findings of the Contract Administrator during the course of this Contract. For Contractor's personnel soliciting gratuities from employees of the Township, a sum of two hundred dollars (\$200.00) shall be assessed for each incident.

The failure of the Contractor's facility to allow for Township vehicles, or its designee, to unload their contents within thirty (30) minutes may result in the assessment of Liquidated Damages in an amount equal to one hundred fifty dollars (\$150.00) per hour to be prorated based on total time that the vehicle is required to wait.

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 five thousand dollars (\$5,000.00) per day plus any and all costs incurred by the Township for the alternate marketing of said materials. For failure of the Contractor to make payments in a timely manner and in a manner as outlined within this RFP, Liquidated Damages may result in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

For failure of the Contractor to submit recycling tonnage reports as required within this RFP, Liquidated Damages in an amount equal to five hundred dollars (\$500.00) per day shall be assessed each day that such non-compliance remains in effect.

## H. Annual Reporting of Recycling Activities

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.

Monthly reporting shall conform to the same format as the annual report.

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 no later than March 31st for the prior year's activity. This obligation shall survive termination of the Contract until March 31<sup>st</sup> following the last Contract Year's activity.

All annual reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection pursuant to N.J.A.C. 7:26A-11.1 et seq. as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such report must include:

- The marketing date;
- The weight receipt number;
- The market's name;
- The market's address;
- Identification of the material marketed;
- Each material shall be separately identified;
- The range and average price received per ton for each recyclable during the year;
- All data must be provided on the Contractor's letterhead and signed; and
- The prices paid to the Contractor's for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

## I. 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 Contractor for good cause, including, but not limited to, the following:

- Non-performance by the Contractor;
- Abandonment of the Contract by the Contractor which shall include, but is not limited to, the failure to remove materials to market as required within these specifications for two (2) consecutive collection cycles except as outlined herein;
- Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance
- Failure to renew ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
- Expiration and/or termination of any permit necessary for the performance of the services required hereunder;
- Any negative declaration, charge or determination by the DEP or other governmental entity that is not cured within thirty (30) days;
- 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;

- The Township may terminate the Contract for convenience by providing thirty (30) calendar days advanced notice to the Contractor.

#### J. Contractor Non-Performance

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

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

#### K. Assignment of Contract

All parties understand that if, during the life of the Contract, the Contractor disposes of their 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.

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.

#### L. Performance Bond and Insurance

Before commencing the Work, the Contractor shall furnish to Township of Millburn the following:

A Performance and Payment Bond, which 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 Township of Millburn, and in the amount equal to the sum of the formula calculated below and which shall be equal to the “Annual Value” of the Contract.

The Annual Value of the Performance and Payment Bond shall be calculated as follows:

**Performance and Payment Bond = (Blended Value – Contractor Fee) x Tonnage**

Example:

Millburn Average Recycling Tonnage for Fiber and Commingled Materials is 2,500 tons per year.

If the Blended value is \$60/ton, and the Contractor Fee is \$40/ton, and 2,500 tons of recyclable material were received by the Contractor, the Performance and Payment Bond would be \$50,000.

Calculation = (\$60 - \$40) x 2,500

For each subsequent year, the Performance and Payment Bond value shall be calculated using the same formula as set forth above, using the then-current market prices for commodities on the closing date of the month prior to the date that the annual Performance and Payment Bond shall be submitted.

It 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 which Surety Company satisfactory to the Township of Millburn. The Performance and Payment 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, which includes the parties' 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 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 should the Surety cease to meet the requirements stated herein, the Contractor shall within five (5) days thereafter substitute another Performance and Payment Bond and Surety from 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 which Surety Company is satisfactory to the Township of Millburn

### **Insurance**

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract an Insurance Policy in conformance with the requirements set forth herein. The Insurance Policy shall name Township of Millburn as an Additional Named Insured indemnifying the Township of Millburn with respect to the Contractor's actions pursuant to the Contract.

The 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:

Workers' Compensation: The Contractor shall hold coverage in compliance with New Jersey statutes for employer's liability.

Comprehensive General and Contractual Liability Insurance Coverage: The Contractor's Policy shall 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

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.

Further requirements in regard to the Contractor's Insurance Policies:

- 1) The Insurance Certificate shall list the Township of Millburn 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 the above shall remain in full force and effect until the final contract payment. Each Insurance Policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Township of Millburn. 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 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 the parties' Contract, and for any additional period of time as required and list the Township of Millburn as an additional insured.

#### M. Indemnification

The Contractor shall indemnify and hold harmless and defend Township of Millburn and its respective officers, members, employees and agents (Township Indemnified Parties) from and against any and all liabilities, claims, damages, penalties, losses, 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, that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or 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.

#### N. General

Every Proposer should carefully review all of the provisions of these Bid Specifications before preparing a Proposal for the Contract. Every Proposer should also be familiar with the extent of the work to be performed. In the Notice to Proposers and in these RFP Specifications the Township has reserved the right to reject any or all bids and to waive any informality in any bid as permitted by law.

## 4. Proposal Documents

The documents that must be submitted with the Respondent's Proposal:

1. Proposal Form I: Base Proposal of Recycling Marketing for Materials
2. Proposal Form II: Alternate Proposal of Recycling Marketing for Materials
3. Statement of Ownership Disclosure
4. Affidavit of Authorization for Contract
5. Non-Collusion Affidavit
6. State of New Jersey Debarred List Affidavit
7. Financial Ability Affidavit
8. Questionnaire
9. Proposal Bond
10. Consent of Surety
11. Affirmative Action Certification
12. Americans with Disability Act of 1990 Affidavit
13. Recycling Market Affidavit and Guarantee of Market Capacity Affidavit
14. Disclosure of Violations Form

15. Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)
16. Disclosure of Investment Activities in Iran
17. Business Registration Certificate
18. Acknowledgement of Receipt of Changes to RFP Documents

## Proposal Forms

{\*Addendum issued June 16, 2020

### Base Proposal of Recycling Marketing for Materials

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 ON August 3, 2020 AND TERMINATING ON EITHER July 28, 2023, 2024 OR 2025 RESPECTIVELY (BOTH DATES INCLUSIVE)**

Revenue Share Calculation:

#### **Township Value = ((Blended Value – Contractor Fee) x Blended Value %) x Tonnage**

The Township of Millburn recognizes that if the difference of the Blended Value and Contractor Fee is negative, the Township shall be responsible for a percentage of the negative value, and will pay the Contractor that portion accordingly. If the value of the difference between the Blended Value and Contractor Fee is positive, the Township shall receive a percentage of the profit in the form of a reimbursement from the Contractor.

On the following lines, the Proposer must list the proposed Contractor Fee, Blended Value Percentage, and Contamination Fee, depending on what percent of the recyclable material is contaminated.

Contractor fees are broken out by year, while the Blended Value Percentage and Contamination Fee proposals are to last for the life of the contract, unless otherwise agreed to mutually by both the Township and the Contractor.

**Example 1:** If the Blended value is \$90/ton, and the Contractor Fee is \$70/ton, and the Blended Value Percentage is 50%, and 200 tons of recyclable material were received by the Contractor, the Township Value in the form of a reimbursement would be \$2,000. Calc. =  $((\$90 - \$70) \times 0.5) \times 200$

**Example 2:** If the Blended value is \$65/ton, and the Contractor Fee is \$85/ton, and the Blended Value Percentage is 75%, and 200 tons of recyclable material were received by the Contractor, the Township Value in the form of a charge owed to the Contractor would be \$3,000. Calc. =  $((\$65 - \$85) \times 0.75) \times 200$

**Proposal Form #1**

Year #1 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Year #2 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Year #3 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Option Year #1 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Option Year #2 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Blended Value Percentage: \_\_\_\_\_ (0-100%)

Contamination Fee (10-20% Contaminated Material): \_\_\_\_\_ (\$/ton)

Contamination Fee (More than 20% Contaminated Material): \_\_\_\_\_ (\$/ton)

Market Indices Used: \_\_\_\_\_

**Proposer's Signature:** \_\_\_\_\_

Name of Market Index to be used in determining Blended Value, should the Proposer be awarded the Contract:

\_\_\_\_\_

**Proposal Form #2**

**Alternate Proposal of Recycling Marketing for Materials**

Proposers are asked to provide an Alternate Proposal for Recyclable Materials collected from a dual-stream operation, as opposed to the current single-stream process. The Township is exploring transitioning from single-stream to dual-stream; in the event that this occurs, the Township would re-negotiate with the Contractor to arrive at rates for the Contractor Fee and Blended Value Percentage. The figures submitted in this Alternate Proposal are being gathered solely as a benchmark. The Township reserves the right to choose its recycling operation, regardless of whether the Base or Alternate Proposal is more profitable.

Year #1 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Year #2 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Year #3 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Option Year #1 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Option Year #2 Contractor Fee: \_\_\_\_\_ (\$/Ton)

Blended Value Percentage: \_\_\_\_\_ (0-100%)

Proposed Contamination Fee (10-20% Contaminated Material): \_\_\_\_\_ (\$/ton)

Proposed Contamination Fee (More than 20% Contaminated Material): \_\_\_\_\_ (\$/ton)

Market Indices Used: \_\_\_\_\_

**Proposer's Signature:** \_\_\_\_\_

Name of Market Index to be used in determining Blended Value, should the Proposer be awarded the Contract:

\_\_\_\_\_

}

## 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):*

<i>Name of Individual or Business Entity</i>	<i>Business Address</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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.*

<i>Website (URL) containing the last annual SEC (or foreign equivalent) filing</i>	<i>Page #'s</i>
_____	_____
_____	_____
_____	_____

*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 noncorporate 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.*

<i>Stockholder/Partner/Member</i>	<i>Home Address (for Individuals) or Business Address</i>
<i>and Corresponding Entity Listed in Part II</i>	


**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 Millburn 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 Millburn to notify the Township of Millburn 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 Millburn to declare any contract(s) resulting from this certification void and unenforceable.*

*Full Name (Print):* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**THE PROPOSER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.**

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

If a Corporation, the Proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

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

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

You cannot witness your own signature.

_____	_____
Signature of Corporate Secretary	Name of Bidder
_____	_____
Print Name & Title of Corporate Secretary	Address of Bidder
	_____
	Telephone Number
	By:
	_____
	Signature
	_____
	Print or Type Name and Title

Corporate Seal

**WARNING: If you fail to fully, accurately and completely supply the information requested on this page, your proposal may be rejected.**

Affidavit of Authorization for Contract

STATE OF NEW JERSEY  
TOWNSHIP OF MILLBURN

AFFIDAVIT OF AUTHORIZATION FOR CONTRACT

State of \_\_\_\_\_

SS.

**Recycling Markets Proposal**

County of \_\_\_\_\_

\_\_\_\_\_ Being duly sworn, deposes and says that they reside at

\_\_\_\_\_ that they are the \_\_\_\_\_

\_\_\_\_\_ (Title) who signed the Proposal for this

Contract; that they are 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 their knowledge

and belief.

\_\_\_\_\_  
(Type of print name of affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

Non-Collusion Affidavit

STATE OF NEW JERSEY )

) ss:

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to the law on my oath deposes and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the respondent submitting making the Qualification Statement, and that I executed the said Qualification Statement with full authority so to do; and that said respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Qualification Statement; and that all statements contained in said Qualification Statement and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this Affidavit in awarding any contract for the named services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such 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 Respondent)

\_\_\_\_\_

(Also type or print name of Affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_

A Notary Public of  
My Commission Expires: \_\_\_\_\_

State of New Jersey Debarred List Affidavit

STATE OF NEW JERSEY }  
COUNTY OF } S.S.: Recycling Markets Proposal

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

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the Proposer making the Proposal for the **Marketing of Recyclable Materials**, and that I executed the said Proposal with full authority to do so; that said Proposer at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified firms or individuals pursuant to N.J.S.A. 34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that Millburn Township relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for said work.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified firms or individuals at any time prior to, and during the life of this Contract, including the Guarantee period, that Millburn Township shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Proposal as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 5:4-1.2, commits any of the acts listed therein, and as determined according to applicable law and regulations.

\_\_\_\_\_  
(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\_\_\_\_

Financial Ability Affidavit

STATE OF NEW JERSEY }

Recycling Markets Proposal

COUNTY OF } SS.

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, and being duly sworn, I depose and say:

- 1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township of Millburn to award to \_\_\_\_\_ the contract for the marketing of Class A Recyclable Material in the event said Proposer is the lowest responsible Proposer on the basis of the Proposal which is submitted herewith.
3. I understand and agree that the Township of Millburn will rely upon the information provided in the Questionnaire in determining the lowest, responsible proposer to be awarded the contract.
4. I also understand and agree that the Township of Millburn may reject the proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Township of Millburn, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township of Millburn with any information necessary to verify the answers given.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

Note: a partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

## Questionnaire

This questionnaire must be completed as part of the Proposer's submission for the Proposal for Recycling Marketing for the Township of Millburn. Failure to complete this form, or to answer the questions truthfully, shall result in rejection of the Proposal.

Answers should be typewritten or printed neatly, and must be legible. Ineligible answers will be deemed incomplete. If additional space is required, the Proposer shall add additional sheets, and clearly identify 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 Millburn 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 them as an individual by the Township of Millburn 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) (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.
- g) Name and telephone number of Contract Administrator or some other official in charge of this Contract.

7. List the name and address of three credit or bank references.

8.. 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.

9.. 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.

10. 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 them 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.

11. 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.

## Proposal Bond

### Proposal Bond to Accompany Proposal

Proposal Guarantee in the form of a Proposal Bond, Cashier's Check or Certified Check, made payable to the Township of Millburn in the amount of 10% of the highest aggregate two (2) year Proposal submitted, not to exceed twenty thousand dollars (\$20,000.00).

**THE TOWNSHIP OF MILLBURN**

**GUARANTEE BY CERTIFIED CHECK, CASHIER'S CHECK OR BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ hereinafter called the Principal, as Principal, and the \_\_\_\_\_ of \_\_\_\_\_, a Corporation duly organized under the laws of the State of \_\_\_\_\_, hereinafter called the Surety, as Surety, are held and firmly bound unto The Township of Millburn, hereinafter called the Obligated, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a RFP for The Township of Millburn Contract for the **THE MARKETING OF RECYABLE MATERIALS**

**NOW, THEREFORE**, if the Obligated shall accept the RFP of the Principal and the Principal shall enter into a Contract with the Obligated in accordance with the terms of such RFP, and give such Bond as may be specified in the RFP or Contract Documents with good and sufficient Surety for the faithful performance and labor and material payment of such Contract then this obligation shall be null & void, otherwise, any Security submitted hereunder shall be immediately paid to The Township of Millburn and retained as liquidated damages.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, **2020**

in the presence of:

**PRINCIPAL:**

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

NAME:

TITLE:

**SURETY**

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

NAME:

TITLE:

## Consent of Surety

### Consent of Surety to Accompany Proposal

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 and Payment Bond as described herein.

**THE TOWNSHIP OF MILLBURN**  
**CONSENT OF SURETY FOR PERFORMANCE BOND**  
**MARKETING OF RECYCABLE MATERIALS**

In consideration of the promises and of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned Surety consents and agrees that if the Contract for which the preceding proposal is made by award to the corporation, person or persons making the same, it shall become bound as Surety and guarantor for its faithful performance, and shall execute a Bond in the form herein, said Bond to be in **AN AMOUNT EQUAL TO \_\_\_\_\_ DOLLARS** and to be conditioned so as to indemnify The Township of Millburn against loss due to the failure of the Contractor to meet the stipulations of the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said Contract, and if the said corporation, person or persons shall omit or refuse to execute such Contract, if so awarded, it shall pay on demand to The Township of Millburn any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of said Contract and the sum which the said Township of Millburn may be obliged to pay the corporation, person or persons to whom the Contract may be afterwards awarded, the amount in each case to be determined by the RFP.

**IN WITNESS WHEREOF**, said Surety has set its seal and caused these presents to be signed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SURETY:

\_\_\_\_\_

Name of Firm

By: \_\_\_\_\_ (Seal)

(Authorized Agent of Surety Company)

ATTEST:

\_\_\_\_\_

(Seal)

Affirmative Action Certification

Mandatory Affirmative Action Certification

Affirmative Action Affidavit

STATE OF NEW JERSEY )
) SS: Marketing of
COUNTY OF ) Recyclable Materials Proposal

I or We \_\_\_\_\_ of the \_\_\_\_\_ of
\_\_\_\_\_ in the County of \_\_\_\_\_ in the State of \_\_\_\_\_
\_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am (President, Partner, Owner) of the firm of \_\_\_\_\_ a Proposer making a
Proposal to provide Marketing of Recyclable Materials services and in that capacity I have executed the
Proposal with full authority to do so.

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

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

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

\_\_\_\_\_  
Signature of Company Officer

Subscribed and sworn to before me
this \_\_\_\_\_ day of \_\_\_\_\_
2020

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 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, affectional 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, 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 that the labor union or workers' representative 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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, 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 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, 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division Of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## AMERICANS WITH DISABILITIES ACT OF 1990

### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The contractor and the Township of Millburn 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 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.

Americans With Disabilities Act of 1990 Affidavit

STATE OF NEW JERSEY }

COUNTY OF \_\_\_\_\_ } SS: Township of Millburn Recycling Markets

I, \_\_\_\_\_, am the \_\_\_\_\_  
(name of Affiant) (Identify Relationship to Proposer)  
of the \_\_\_\_\_ and being duly sworn, I depose  
(Name of Proposer)

and say:

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

I/we warrant that I/we have read the Americans With Disabilities Act of 1990 Statement, located on page thirty-three (36) of these Specifications.

I further warrant that at all times during the performance of the Marketing of Recyclable Materials 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 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 of Millburn 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\_\_\_\_





## 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](http://www.elec.state.nj.us).

## Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c.25 (N.J.S.A.52:32-55, et. seq.), any person or entity (“bidder”) that submits a bid or proposal or otherwise enters into or renews a contract with a board of education is required to disclose if it is engaged in investment activities in Iran. In order to comply with the provisions of P.L. 2012, c. 25, all bidders are required to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57). The Department of Treasury List is available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>). A copy of the list is attached for informational purposes. All bidders are advised to refer to the most current version of the list to ensure compliance with P.L. 2012, c. 25.

If the bidder is unable to certify compliance with the law, the bidder shall provide a detailed and precise description of such investment activities as described in N.J.S.A. 52:32-56(f).

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### PART 1

#### PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

#### **FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.**

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list 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>.

Bidders/Proposers must review this list prior to completing the below certification. Failure to complete the certification will render a proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

#### **PLEASE CHECK EITHER BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder/proposer listed above nor any of the bidder's/proposer's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification in Part 3 below.

I am unable to certify as above because the bidder/proposer and/or one 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 in Part 3 below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions can 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 person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: \_\_\_\_\_ Relationship to \_\_\_\_\_

Proposer/Vendor: \_\_\_\_\_

Description of Activities

\_\_\_\_\_  
\_\_\_\_\_

Proposer/Vendor \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Phone  
Number \_\_\_\_\_

**PART 3**

**ALL PROPOSERS MUST COMPLETE THE CERTIFICATION BELOW**

**CERTIFICATION**

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

Proposer/Vendor \_\_\_\_\_

## Business Registration Certificate(s)

Effective September 1, 2004, all New Jersey and Out of State Contractors that do business with the Township of Millburn, are required to be registered with the State of New Jersey and provide proof of that registration to the Township of Millburn, N.J.S.A. 52:32-44 (P.L. 2004c57).

The law affects all business organizations that do business with the Township of Millburn, including contractors, sub-contractors, professional services and individuals.

A contract includes a formal contract awarded by a public Proposal, or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. "named subcontractors"). The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue.

Effective January 18, 2010 by amendment, PL 2009.c313; a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

To obtain the registration form, or file online please refer to the following link

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) Any questions regarding said form should be directed to the Division of Revenue at (609)292-9292. In the event that you are unable to reach a representative currently due to the COVID-19 call volume, the Revenue General Inquiry Form is also available at: <https://www.state.nj.us/treasury/revenue/revgencode.shtml>

Acknowledgment of Receipt of Changes to RFP Documents

THE TOWNSHIP OF MILLBURN

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned proposer hereby acknowledges receipt of the following notices, revision, or addenda to the RFP advertisement, specifications or RFP documents. By indicating date of receipt, proposer acknowledges the submitted RFP takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of notice to proposers shall take precedence and that failure to include provisions of changes in a RFP proposal may be subject for rejection of the RFP.

<b>Local Unit Reference Number or Title of Addendum/Revision</b>	<b>How Received (mail, fax, pick up, etc.)</b>	<u>Date Received</u>

**Acknowledgment by Proposer:**

Name of Proposer: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Proposal Forms Checklist

Document	Initial When Completed
Proposal Form I: Base Proposal of Recycling Marketing for Materials	
Proposal Form II: Alternate Proposal of Recycling Marketing for Materials	
Statement of Ownership Disclosure	
Affidavit of Authorization for Contract	
Non-Collusion Affidavit	
State of New Jersey Debarred List Affidavit	
Financial Ability Affidavit	
Questionnaire	
Proposal Bond	
Consent of Surety	
Affirmative Action Certification	
Americans with Disability Act of 1990 Affidavit	
Recycling Market Affidavit and Guarantee of Market Capacity Affidavit	
Disclosure of Violations Form	
Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)	
Disclosure of Investment Activities in Iran	
Business Registration Certificate	
Acknowledgement of Receipt of Changes to RFP Documents	

## Appendix

### Questions from Proposers, and Answers from the Township

**As far as the designated facility that is awarded this contract, what is the definition of the “road miles” in relation to the distance from the Township of Millburn? Can this be clarified?**

Millburn: Road Miles refers to the distance traveled by the Township, or their designated hauler, from the municipality to the selected firm responsible for marketing the township’s recyclable materials.

**If the designated single stream marketing facility is 20 truck miles away, will the current hauler have the opportunity to renegotiate their trucking contract as there would be in an increase in travel/fuel fees, added time and labor associated with this change?**

Millburn: Yes, this would have to be negotiated with the current hauler.

**On Page 7, in the definitions section, under “Commingled Material” and on Page 15, Section 3-A, sixth paragraph, neither section mentions aluminum (UBC). Is that an unintentional omission?**

Millburn: It was an unintentional omission. I will issue an addendum clarifying the inclusion of aluminum beverage containers, and make reference to our recycling ordinance for acceptable materials.

**In addition, as the township is exploring dual stream, if the marketing contract is awarded as dual stream, would the current hauler be able to renegotiate their contract (was awarded as single stream) as additional trucks and equipment would be added to the job for the dual stream process. Also, would there be an adequate time frame to prepare before this would begin? The marketing is set to commence in August.**

Millburn: Yes, this would have to be negotiated with the current hauler. The intent of this alternate proposal is to establish a baseline number for the township when considering whether to move to dual stream. The numbers in this alternate form would not be binding, as any switch to dual stream would either involve a renegotiation with the current hauler, or a change to dual stream in a future hauling bid. Because the RFP mentions that Millburn operates a single stream program, a renegotiation with the chosen firm that will market our recyclable materials would also have to take place.

**Would the Township consider making the 2-1 year extensions mutually agreeable?**

Millburn: No, the Township will keep the current language as is regarding the extensions, that the Township can authorize them at its discretion.

**The formula for the “Township Value” does not indicate contamination as a part of the calculation — would contamination fee be a separate charge on the invoice to the Township of Millburn?**

Millburn: Yes, this would be a separate charge on the invoice.

**Are photos required for loads that have contamination?**

Millburn: This is an item that would be addressed in a Form of Contract with the chosen firm.

**Would the Township consider going from a three-year base term, to a one or two-year base term?**

Millburn: No, the Township will keep a three-year base term as the basis for the proposal.

**Blended Value Percentage is defined per the specs as the difference between the Blended Value and Contractor Fee multiplied ---just want to be clear that when the contractor is determining a calculation for blended value percentage, it is based on what the contractor values the percentage of the recyclable material in the actual loads.**

Millburn: The Blended Value Percentage is a number, either in percentage form or any number from 0.01-1.0, that will be multiplied by the difference between the Blended Value and the Contractor Fee. It's a way of hedging in a good or bad market. If the proposer proposes a percentage of 100% (1.0), it means that the invoice will reflect the tonnage for that month multiplied by the straight difference between the Blended Value and the Contractor Fee. If the proposer proposes a percentage of 75% (0.75), it means that the tonnage will be multiplied by 0.75 times the difference between the Blended Value and the Contractor Fee. In a good market, this means the contractor reimburses the Township 25% less than they would have had the Blended Value Percentage been 100%, and in a bad market the Township would owe 25% less to the contractor. Contamination fees are a separate item, as discussed in a previous question, and are not included in the calculation that incorporates the Blended Value Percentage.

**Is the dual stream alternate proposal mandatory?**

It is encouraged, but not required. This will also be clarified in the addendum.

## Historical Recycling Audits

**-See Following Pages-**



# Aggregated Customer Audit Report

Friday, March 27, 2020  
12:22:24 PM

Location Newark St Charles MRF

Sample Confidence 82% Shift From 3/1/2020  
Customer TOWNSHIP OF MILLBURN To 3/26/2020

Status	# of Audits	Total Audit Time (hr.min)	Avg Audit Time (hr.min)	Total Weight (lbs)	Avg Weight (lbs)
Complete	8	24.00	3.00	1616.7	202.1

Material	Sub Type	Shape	Color	Min (lbs)	Max (lbs)	Avg (lbs)	Sum (lbs)	% of Total
Fiber	OCC			47.0	66.7	56.7	453.90	28.1%
Fiber	ONP8-SRPN			71.3	82.8	77.7	621.20	38.4%
Fiber	Mixed Paper 54			0.0	0.0	.0	.00	0.0%
Fiber	Aseptic-Gable To			0.0	0.0	.0	.00	0.0%
Plastic	1 PET			2.2	4.6	3.2	25.80	1.6%
Plastic	2 HDPE		Natural	0.4	3.6	1.8	14.50	0.9%
Plastic	2 HDPE		Colored	0.0	2.6	1.2	9.40	0.6%
Plastic	5 PP			0.0	0.0	.0	.00	0.0%
Plastic	Bulky Rigid Plasti			0.0	0.0	.0	.00	0.0%
Plastic	Plastic 3,4,6,7			4.1	5.9	5.0	39.90	2.5%
Metal	Aluminum			1.0	1.3	1.2	9.30	0.6%
Metal	Steel-Tin			1.1	1.8	1.4	11.10	0.7%
Metal	Scrap Metal			0.0	0.0	.0	.00	0.0%
Glass	Three Mix Glass >			15.4	27.1	20.2	161.50	10.0%
Residue	Unrecoverable Re			0.0	0.0	.0	.00	0.0%
Residue	Plastic Bagged Ma			3.1	4.0	3.5	28.40	1.8%
Residue	Residue			27.9	32.9	30.2	241.70	15.0%
<b>Total Sample Weighed</b>							<b>1,616.7</b>	<b>100.0%</b>

## Township of Millburn - Blended Value Calculation

Jul-18

Commodity	Values	Current Composition%	Net \$
Aluminum Cans	\$ 1,570.00	0.5%	\$ 7.85
Steel Cans	\$ 220.00	2.0%	\$ 4.40
Natural HDPE	\$ 820.00	0.5%	\$ 4.10
Colored HDPE	\$ 300.00	0.7%	\$ 2.10
PET	\$ 347.50	2.3%	\$ 7.99
Plastic 3-7	\$ (23.21)	1.8%	\$ (0.42)
Aseptic	\$ -	0.2%	\$ -
Scrap Metal	\$ -	0.3%	\$ -
Mixed Paper	\$ (2.50)	5.3%	\$ (0.13)
Mixed Broken Glass	\$ (29.00)	18.2%	\$ (5.28)
#11 OCC	\$ 67.50	36.1%	\$ 24.37
#8 ONP	\$ (2.50)	24.0%	\$ (0.60)
Residue	\$ (150.00)	8.1%	\$ (12.15)
<b>Total</b>		<b>100.0%</b>	<b>\$ 32.23</b>