

**TOWNSHIP OF SOUTH BRUNSWICK, NEW JERSEY REQUEST FOR
PROPOSALS (“RFP”)**

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



**SOUTH BRUNSWICK MUNICIPAL BUILDING
540 RIDGE ROAD
P.O. BOX 190
MONMOUTH JUNCTION, NJ 08852**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the **Township of South Brunswick**, State of New Jersey **November 19, 2026, at 2 P.M.** Local Prevailing Time, by the Township of South Brunswick, at the Municipal Building, P.O. Box 190, 540 Ridge Road, Monmouth Junction, New Jersey 08852. Proposals received after 2 P.M. will not be accepted.

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

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

Proposal documents may be examined and obtained at the Township of South Brunswick Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey. Copies may also be obtained via the Township's Website at www.southbrunswicknj.gov. Questions regarding the availability of this RFP should be directed to the Purchasing Agent's Office at 732-329-4000, Ext. 7304 during business hours, 9:00 a.m. until 4:00 p.m. or to:

Purchasing Agent
Township of South Brunswick
Municipal Building
P.O. Box 190
540 Ridge Road
Monmouth Junction, New Jersey 08852

A Pre-Proposal Meeting will be held on November 12, 2026, at 2 P.M. at the Township of South Brunswick Municipal Building, 540 Ridge Road, Monmouth Junction, NJ.

Proposers may submit questions in writing no later than 4:00 P.M., November 13, 2026 to:

pluceri@sbtanj.net

Township of South Brunswick
Municipal Building
P.O. Box 190
540 Ridge Road
Monmouth Junction, New Jersey 08852

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.

Angela Socio, QPA

asocio@sbtanj.com

Publication date: November 30, 2026

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1.00 GENERAL DESCRIPTION

1.01 GENERAL DESCRIPTION

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

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

1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Marketing of the Township of South Brunswick 's Recyclable Materials as outlined herein in accordance with all the applicable federal, state, county and Township laws and ordinances, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP) for a period of Three (3) years plus two additional one (1) year renewal option periods with the contract period commencing July 1, 2027.

1.01.2.1 This RFP consists of One (1) Pricing Option.

1.02.1.1 Proposal documents may be examined and obtained at the Township of South Brunswick, Purchasing Agent's Office, Township of South Brunswick Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey 08852. Copies may also be obtained via the Township's Website at www.southbrunswicknj.gov. Questions regarding the availability of this RFP should be directed to the Purchasing Agent's Office at 732-329-4000, ext. 7304 during business hours, 9:00 a.m. until 4:00 p.m.

1.01.3 Questions regarding this RFP may be submitted in writing no later than November 13, 2026 at 4:00 P.M. pluceri@sbtnj.net

1.01.4 A Pre-Proposal Meeting will be held on November 12, 2026 at 2P.M. to allow Proposers the opportunity to ask questions of the Township. The Pre-Proposal meeting will be held at the Township of South Brunswick Municipal Building, 540 Ridge Road, Monmouth Junction, NJ.

Although not a mandatory meeting, proposers are strongly encouraged to attend this meeting

1.02	Anticipated Procurement Schedule	
	<u>Activity</u>	<u>Date</u>
	▪ Issuance of Request for Proposals –	October 29, 2026
	▪ Pre-Proposal Meeting –	November 12, 2026 2pm
	▪ Receipt of Questions –	November 13, 2026 4pm
	▪ Receipt of Proposals –	November 19, 2026 2pm
	▪ Award of Contract –	December 21, 2026
	Start of work –	July1, 2027
1.03	Preparation of Proposal	
1.03.1	Proposals for the above referenced Contract will be received by the Purchasing Agent for the Township of South Brunswick, 540 Ridge Road, Monmouth Junction, New Jersey 08852 on November 19, 2026, at 2 P.M., Local Prevailing Time.	
1.03.2	Proposals received after 2 P.M. will not be accepted.	
1.03.3	Proposals may be delivered by U.S. Mail, Overnight Delivery or Certified Mail. The Purchasing Agent must receive the envelope containing the Proposal by the date and time set forth above. No late Proposals will be accepted.	
1.03.4	Two (2) copies shall be submitted. One (1) packet shall contain original documents, and the packet shall be marked “Original.”	
1.03.5	The Proposal shall be as specified herein. If the Proposal is made by a company or partnership, the Respondent’s Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more. If made by a corporation (Joint Venture, Associated Firms, Etc.) the Respondent’s Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent’s Disclosure Statements. If made by an individual, that individual shall sign it. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.	
1.03.6	The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope.	
	<ul style="list-style-type: none"> ▪ Proposal Documents for Marketing of Class A Recyclable Materials Collected from Within the Township of South Brunswick ▪ Respondent’s Name ▪ Respondent’s Address ▪ Respondent’s Telephone and Fax Numbers 	

- 1.03.7 Proposers shall submit the following documents, in accordance with the schedule outlined below:

<i>Document Description</i>	<i>When due</i>
4.01 Ownership Disclosure Statement	Mandatory with proposal
4.02 Affidavit of Authorization for Contract	With proposal
4.03 Moral Integrity Affidavit for Contract	Mandatory with proposal
4.04 Non-Collusion Affidavit	With proposal
4.05 State of New Jersey Debarred List Affidavit	With proposal
4.06 Experience Statement	With proposal
4.07 Past Payment Affidavit	With proposal
4.08 Proposal Guarantee	Mandatory with proposal
4.09 Consent of Surety	Mandatory with proposal
4.10 Disclosure of Contributions To New Jersey Election Law Enforcement Commission (ELEC)	Prior to Contract Award
4.11 Affirmative Action Affidavit	Prior to signing Contract and after award
4.11.1 Affirmative Action Requirements	
4.12 Americans with Disabilities Act of 1990	Prior to signing Contract and after award
4.12.1 Americans with Disabilities Act Affidavit	
4.13 Recycling Market Guarantee of Capacity Affidavit	Mandatory with proposal
4.14 Disclosure of Violations Form	Mandatory with proposal
4.15 Certification Regarding Investment Activities in Iran in accordance with N.J.S.A. 52:32-58	Prior to Contract Award
4.16 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	Prior to Contract Award
4.17 Business Registration Certificate	Prior to Contract Award
4.18 Price Proposal Forms including Google Map	Mandatory with proposal
4.18.1 – 4.18.5	
3.14 Certificate of Insurance	Due 5 days from request
3.13 Performance Bond	Prior to signing Contract and after award

- 1.03.8 The Respondent may withdraw their Proposal prior to 2 P.M. on, November 19, 2026 the time for the receipt of proposals specified above.

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

Purchasing Agent
Township of South Brunswick
Municipal Building
P.O. Box 190
540 Ridge Road
Monmouth Junction, New Jersey 08852

1.04 State of New Jersey Debarred List Affidavit

- 1.04.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal or submitted prior to the award of the Contract by the Township of South Brunswick.
- 1.04.2 The Proposer shall execute the Affidavit stating that at the time of submission of this proposal it is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Proposers or at any time prior to the submitting this Proposal.

1.05 Experience Statement

- 1.05.1 Each Respondent shall submit with his Proposal a statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 3.0 ***Scope of Work Overview and Summary*** with demonstrated experience on similar projects.
- 1.05.2 All Respondents must demonstrate a minimum **one (1) year** of successful experience marketing those Recyclable Materials on which they have submitted a price proposal as they are to be received from a Municipality of similar size and capacity to the Township of South Brunswick. The experience listed shall be direct experience of the Respondent. Each Respondent shall include within the Proposal, a Experience Statement and Past Payment Affidavit as included on Forms 4.06 and 4.07.
- 1.05.3 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.
- 1.05.4 The Township of South Brunswick reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the technical or other qualifications or abilities of any Respondent.
- 1.05.5 The Contract may only be awarded to a Respondent who, in the opinion of the Township of South Brunswick and after scoring each Respondent, is fully qualified to undertake the work, and who possesses the necessary resources to perform same and who has fully and truthfully responded to all questions and executed all Affidavits.

1.06 Familiarity with the Work

- 1.06.1 It is the obligation of the Respondent to appraise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of related documents, the most recent New Jersey Department of Environmental Protection's regulations for Recycling Materials included in this Contract and other applicable Rules and Regulations
- 1.06.2 The Respondent hereby expressly waives any right to, and agrees that he will make no claim for, a reduction in the payments made to or increase in the payments received from the Township of South Brunswick under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to the work.
- 1.06.3 The Proposal submitted shall be at the cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of South Brunswick. No Proposals or other submitted materials will be returned.

1.07 Interpretation of Documents

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

1.08 Cause of Rejection

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

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

1.09 Award and Execution of Contract

- 1.09.1 The final and binding award will be made after the receipt of collection bids and will be based on the most advantageous evaluation of both collection and marketing that best meets the needs of the Township. The award may be delayed by the Township of South Brunswick due to rejection of one or more of the Proposals or under the advice from Township staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of South Brunswick.
- 1.09.2 The award will not be binding upon the Township of South Brunswick until Respondent has submitted all required documentation; the Township Council has issued a resolution awarding the Contract and all parties have executed the Contract. The Township Review Committee will select the Contractor deemed most advantageous to the Township. The 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 terms of this Request for Proposal (RFP), any clarifications or addenda thereto, the selected Contractor's proposal, and any changes negotiated by the parties.
- 1.09.3 The Township of South Brunswick is awarding this Contract under N.J.S.A. 19:44A-20.4 et seq., a “fair and open” process compliant with the rules and restrictions set forth by the State’s Local Unit Pay-to-Play law.
- 1.09.4 The Township Review Committee shall consist of those persons, chosen by the Township, who possess special knowledge in the subject area that could be of benefit to the selection process. No less than three persons shall comprise the Review Committee.
- 1.09.5 In addition to the proposer’s responsiveness to this Request for Proposal (RFP) the awarding of this contract will be based on an evaluation and ranking of each respondent’s proposal of the following:
1. Experience of the Respondent in completing contracts of similar size and scope.
 2. Relevance and extent of qualifications
 3. All Market Submissions will be evaluated based on the distance of that facility as compared to 540 Ridge Road, South Brunswick, NJ 08852.
 - a. All proposers shall submit a route map showing the mileage from 540 Ridge Road, South Brunswick, NJ to their location. Google Maps shall be the only acceptable mapping software utilized for this section.
 - b. Mileage Surcharge – The mileage surcharge will be the per ton costs listed below which is based on an analysis performed by the Township’s Consultant:
 - \$0/ton – less than or equal 15 road miles to Proposer’s location
 - \$25/ton – greater than 15 road miles and no greater than 25 miles to Proposer’s location.
 - c. This Mileage Surcharge will be used to evaluate the per ton cost impacts to the Township.
 - d. For purposes of this calculation, the mileage surcharge assessed will be added to the Final Single Stream Price per Ton submitted by the Proposer for recyclable materials at the time of submission as calculated by the Blended Value Formula.
 - e. Proposers must submit a detailed truck route using Google Maps that clearly and accurately indicates that a recycling vehicle can legally and safely traverse the route based on the vehicle type, size and weight.

- f. Failure to provide accurate information in this matter will result in the bid being deemed non-responsive.
- g. No facility may be located at a distance greater than twenty-five (25) road miles from this location.**
- 4. Payment History
- 5. Violations, Fines, Notices of Violations from any governmental agency within the last five (5) years
- 6. Reasonableness of Cost (Based on the Formula submitted)

The Township will use weighting criteria in its evaluation methodology.

The Review Committee will evaluate each proposal.

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

The Proposal consists of a single pricing option for a period of three (3) - years with the option to renew for two additional one (1) - year periods. The Township will notify the Contractor 120 days prior to the expiration of the three-year contract if it will exercise the option to renew for another one-year period. Should the contract be extended for one additional year, the Township will notify the Contractor 120 days prior to the expiration of the one- year extension if it will exercise the option and renew the contract for the fifth and final year. Renewals shall be at the sole discretion of the Township.

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

1.10 Insurance

- 1.10.1 Before commencing work, the respondent shall furnish the Township of South Brunswick with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 3.14 **Insurance**.

- 1. 10.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

- 1.10.3 The coverages under Section 3.14.1 shall be endorsed to include the Township of South Brunswick as additional insured for the duration of the Contract.

1.11 Proposal Guarantee

- 1.11.1 Each proposal must be accompanied by a Proposal Guarantee in the form of a certified check from the Respondent, or a "Proposal Bond" included in Section 4.08, herein, or on a similar form, duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of South Brunswick as Surety. The amount of the Proposal Guarantee shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

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

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

1.11.3 The Respondent to whom the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal Guarantee.

1.12 Consent of Surety, Performance and Payment Bond

1.12.1 Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 3.13.01. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the Request for Proposal (RFP), and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

1.12.2 A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company shall be as specified in Section 3.13.01, ***Performance Bond***.

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

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

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

1.13 Contract Documents

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

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

1.14 Price Proposal Forms

- 1.14.1 The revenue or cost information shall be required on the Price Proposal Forms included in Section 4.18. The Price Proposal Forms shall be completed in ink or by typewriter or printer. Any erasure or alteration to the Proposal Forms must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.
- 1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.
- 1.14.3 All names must be typed or legibly printed below the signature.

1.15 Affirmative Action Requirements

- 1.15.1 If awarded a contract, the successful Proposer will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

2.0 TECHNICAL INFORMATION

2.01 Definitions

"Blended Value Formula" means the formula in Section 3.03.1 that includes specific pricing components.

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

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

"Consent of Surety" means a contract 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 agreement, the proposal, and the Request for Proposal.

"Contract Administrator" is the person authorized by the contracting unit to procure and administer contracts for recycling marketing services.

"Contracting Unit" means the Township of South Brunswick a municipality in the County of Middlesex, State of New Jersey, which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the proposer to whom award of the contract shall be made.

"Designated Recyclable Material" means those materials outlined as per the Township of South Brunswick Recycling Ordinances and any amendments thereto. It refers to, but is not limited to, material consisting of Co-Mingled Material (Glas bottles and jars, aluminum beverage and steel food cans, plastic bottles and food containers with the code #1 and #2 ONLY and fiber.

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

"Final Single Stream Price per Ton" means the result of applying the percentage for market sharing submitted by the Proposer to the Net Single Stream Market Price.

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

"Gross Market Price" means the market price in effect for a specific recyclable material at the time of the Proposal submission.

"Guarantor" means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful proposer of each of the proposer's obligations under the terms of this Proposal. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications.

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

"Legal Newspaper" means the Home News Tribune and the Star Ledger.

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

"Market" means a location for the Township to deliver recyclable materials as required under this RFP for processing into a form that can be recycled as defined in N.J.S.A. 13:1E-99.11, et.seq.

“Market Index” means a recognized trade publication and based on the New York region. The Market Index(s) acceptability shall be at the sole discretion of the Township.

“Mileage Surcharge” means the cost associated with the transportation of Single Stream Designated Recyclable Materials from 540 Ridge Road, South Brunswick NJ, to the Market location.

“Net Single Stream Market Price” means the net value of those recyclable materials delivered to the Market after adjusting the Gross Market Price with the Processing Fee.

“Operating Schedule” means those time periods where the Market is allowed to receive recyclable materials in accordance with the authorization to operate.

“Percentage Single Stream Allocation” means the percentage of the Net Market Price shared by the Proposer and the Township of South Brunswick.

“Processing Fee” means the cost associated with the sorting of Single Stream Designated Recyclable Materials.

“Proposal Forms” mean those forms that must be used by all Proposers to set forth the prices for services to be provided under the contract.

“Proposal Guarantee” means the Proposal bond, cashier's check or certified check submitted as part of the Proposal, payable to the contracting unit, ensuring that the successful Proposer will enter into a contract.

“Qualified Respondent” means those Respondents who (in the sole judgment of the Township) have satisfied the qualification criteria set forth in this RFP.

“RFP” means this Request for Proposals, including any amendments thereof or supplements thereto.

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

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

“Township Review Committee” means persons, chosen by the Township, who possess special knowledge in the subject area that could be of benefit to the selection process.

2.02

Historical Recycling Quantities

The Township generates approximately 5,276 tons of Single Stream Designated Recyclable Material each year.

Single Stream Designated Recyclable Material for the past five years:

	<u>Residential</u>	<u>Schools</u>	<u>Total</u>
2025	3,787	1,250	5,037
2024	3,880	1,250	5,130
2023	3,865	1,250	5,115
2022	4,147	1,250	5,397
2021	4,450	1,250	5,700

3.0 Scope of Work - Overview and Summary

3.01 General Requirements

- 3.01.1 The Contractor will process Single Stream Designated Recyclable Materials delivered to their location by vehicles under Township control or to a location either under his control or engaged by the Contractor.
- 3.01.2 The Contractor's facility shall be open at a minimum of Monday through Friday between the hours of 6:00 A.M. to 6:00 P.M. to receive Single Stream Designated Recyclable Materials delivered by the Township.
- 3.01.3 An approved end market shall be determined by the Contractor and must comply with all New Jersey Department of Environmental Protection Regulations and Statutes of the State of New Jersey.
- 3.01.4 Proposers shall identify all market indexes as defined herein that are proposed as the reference point for pricing within this Proposal.

3.02 Price Proposal

- 3.02.1 Proposers shall submit values for a formula that includes a Gross Market Price, Commodity Composition Percentage (including a presumed initial Residue percent (which may change after an audit), a Processing Fee for Single Stream Per Ton, a Net Single Stream Market Price and a Percentage Single Stream Allocation of the Net Single Stream Market Price that is based on the Market Index. Prices are to be adjusted monthly throughout the term of the contract.

3.02.2 Market Pricing Formula

The Township is aware that recycling markets are highly volatile and that pricing will need to be adjusted over the life of the contract. Accordingly, the Blended Value Formula, found at 3.03.1, has been developed to fairly allocate the risks associated with changing recyclable material markets.

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

- 3.02.3 Marketing of Designated Recyclable Material shall be the responsibility of the successful Contractor. Proposers shall submit a pricing proposal in accordance with the example outlined below and conforming to Section 4.18.
- 3.02.4 Pricing shall be submitted based on the current market price at the time of Proposal submissions in the appropriate pricing forms in Section 4.18. Market Pricing shall be utilized in the calculation of the final award in accordance with the following formula:
 - The Final Single Stream Price per Ton from the Blended Value Formula as submitted with the proposal for Year One (1), plus any applicable per ton mileage surcharge, will then be multiplied by 5,276 tons per year. Years two (2) through five (5) will be calculated in the same manner using the Processing Fees proposed for years two (2) through five (5) and the sum of the five (5) years will be used to calculate the total cost submission.

Pricing – Blended Value Formula

To simplify the analysis requirement needs of the Township, the Blended Value Formula shall consist of the following component parts:

- Gross Market Price of Commodities at time of submission
- Commodity Composition by percentage found in Single Stream Recycling
- Total Single Stream Blended Value
- Presumed initial Residue level; in percent (which may change after an audit)
- Processing Fee for Single Stream materials.
- Percentage Allocation of Net Single Stream Market Price to determine Final Single Stream Price per Ton to Township of South Brunswick.

3.03 Single Stream Recycling

3.03.1 Blended Value Formula Example:

Single Stream Commodities & Residue	Gross Market Price (Current Value) (\$/ton)	Commodity Composition (%)	Composition Value (\$)
Corrugated Cardboard	\$3.00	20.0%	\$0.60
Mixed Fiber	\$1.00	42.0%	\$0.42
Aluminum Cans	\$12.00	1.0%	\$0.12
Steel Cans	\$5.00	2.0%	\$0.10
Natural HDPE	\$6.00	2.5%	\$0.12
Colored HDPE	\$6.00	2.5%	\$0.15
PET	\$8.00	3.0%	\$0.24
Mixed Broken Glass	-\$4.00	21.0%	-\$0.84
Residue (Single Stream)	-\$8.00	6.0%	-\$0.48
Total Single Stream Blended Value		100.0%	+\$0.43
Processing Fee for Single Stream Per Ton*			-\$0.50
Net Single Stream Market Price (Rebate or Fee)			-\$0.07 (= +\$0.43 - \$0.50)
Percent Single Stream Allocation to Township* (if Net Single Stream Market Price is Positive)		25% (if positive)	50%
Percent Single Stream Allocation to Township* (if Net Single Stream Market Price is Negative)		50% (if negative)	
Final Single Stream Price per Ton			-\$0.4/ton (= -\$0.07 x 0.50)

* These values, supplied by the Proposer, may fluctuate on an annual basis according to the Price Proposal Forms in Section 4.18.

Note: The shaded values are to be supplied by the Proposer. The unshaded values are to be calculated by the Proposer using the shaded values.

- 3.03.2 The Contractor shall base the Gross Market Price on the average market value for the month. All values shall be net of any freight charges.
- 3.03.3 Proposers shall provide the Township with a residue audit one (1) time each year. The Township shall have the right to have a representative present during an audit. The audit shall include:
- An outline of the audit method utilized including:
 - Number of loads audited
 - Representative percentage of load reviewed.
 - Photographs of the loads being audited.
 - Findings outlining the percentage of residue found.
 - After reviewing the findings of the audit, and after confirmation by the Township, the percentage of Residue (Single Stream) may be adjusted in accordance with the findings.
- 3.03.4 The Township will consider facilities located no further than twenty-five (25) road miles from the South Brunswick Public Works Facility located at, 540 Ridge Road, South Brunswick, New Jersey. Proposers will provide detailed information regarding the distance of their facility from the Township as indicated herein.
- 3.03.5 Proposers must submit a detailed truck route using Google Maps that clearly and accurately indicates the total mileage from, 540 Ridge Road, South Brunswick, NJ to their location, and that a recycling collection vehicle can legally and safely traverse the route based on the vehicle type, size and weight.
- 3.03.6 Travel Time must be shown based on time-of-day travel for each predicted delivery by vehicles servicing the Township. For purposes of this section, time-of-day delivery shall be 6:00 A.M and 6:00 P.M. Proposers shall utilize Google Map drive times for one (1) Monday through Friday Period and submit printed copies of this map/route with their Proposal.
- Failure to provide accurate information in this matter will result in the Proposal being deemed non-responsive.**
- 3.04 Schedule for Delivery of Recyclable Materials**
- Recyclable materials will be delivered to the Contractor between the hours of 6:00 A.M. – 6:00 P.M. Monday through Friday.
- 3.05 Administration of Contract**
- The Director of Public Works or his designee shall be the Contract Administrator.
- 3.06 Acceptable Materials**
- The Township is requesting proposals from qualified markets and understands that recyclables are commodities that must meet minimum quality standards. The Township will work with the successful Proposer to ensure that Single Stream Designated Recyclable Material delivered to the recycling facility meets the necessary standards as outlined herein.

3.07 Invoices, Payment Procedures

- 3.07.1 The Contractor shall submit all invoices/payments for recycling marketing service in accordance with the requirements of this section.
- 3.07.2 Where a payment is being made to the Township of South Brunswick, the Contractor shall submit a payment and corresponding paperwork to the Township within thirty (30) days after the end of the calendar month during the term of the contract during which the Contractor provided services as provided per this RFP.
- 3.07.3 Where the Contractor has indicated that a change in prices paid for any recyclable material has been made based on a Market Index as identified within this Proposal, the Contractor shall provide the page or pages that identify said change with the submission of the written notification of a price change.
- 3.07.4 Where a payment is required to the Contractor under the terms of the Contract, the Contractor shall submit an invoice within thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided per this RFP. The Contractor will submit an invoice to the Township of South Brunswick for the preceding calendar month (the "Billing Month").
- 3.07.5 Where a payment is required to the Contractor, the Township of South Brunswick will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of South Brunswick shall have 30 days from the date of receipt of the corrected invoice to make payment.
- 3.07.6 The Contractor shall submit a receipt setting forth the payments for each ton of material recycled whether to the Township or due to the Contractor. The receipts shall include the number of tons of the material recycled each day during the billing month.
- 3.07.7 Monthly receipts issued by the markets that shall include:
1. The origin of the recyclable material
 2. The total quantity and weight of recyclable material;
 3. Copies of all weight tickets and receipts;

3.08 Liquidated Damages

- 3.08.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of South Brunswick will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the 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.
- 3.08.2 Liquidated Damages shall be assessed based on the findings of the Contract Administrator during the course of this Contract.

- 3.08.3 Any failure by the Contractor to arrange for the Marketing of materials as specified herein may result in the assessment of liquidated damages in an amount equal to two thousand dollars (\$2,000.00) per day, plus any and all costs incurred by the Township of South Brunswick for the marketing of said materials.
- 3.08.4 For failure of the Contractor to make payments to the Township of South Brunswick here market revenue is to be paid to the Township, in a timely manner and in a manner as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
- 3.08.5 For failure of the Contractor to submit recycling tonnage reports as required within this RFP, liquidated damages in an amount equal to two hundred dollars (\$200.00) per day that such non-compliance remains in effect.
- 3.08.6 For failure of the Contractor to provide sufficient equipment or staffing as outlined within this RFP to process recyclable material delivered by the Township, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

3.09 Annual Reporting of Recycling Tonnages

- 3.09.1 The Contractor shall report all recycling activities on a monthly basis within fifteen (15 days) of the close of the prior month's recycling activities.
- 3.09.2 Monthly reporting shall conform to the same format as the annual report.
- 3.09.3 The Contractor agrees that at its sole cost and expense, it will provide to the Township an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year. This report shall be delivered to the Township no later than March 31 for the prior year's activity.
- 3.09.4 All annual reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:
1. The marketing dates
 2. The weight receipt number
 3. The market's name
 4. The market's address
 5. Identification of the material marketed
 6. Each material shall be separately identified
 7. All data must be provided on the Operator's letterhead and signed.

3.10

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 address for the Contractor, terminate or limit the services of the Contractor for good cause, including, but not limited to, the following:

1. Non-performance by the Contractor.
 - a. Contractor may correct non-performance within thirty (30) days of notice of such non-performance by the Township. The Township shall have sole authority to determine if correction has been made.
 - b. Abandonment of the Contract by the Contractor which shall include, but not be limited to, the failure to provide for the marketing of recyclable materials delivered to the Contractor as per the requirements of the New Jersey Department of Environmental Protection.
2. Failure to provide proof of renewal of the Performance and Payment Bond (“Bond”) and Certificate of Insurance (“Insurance”) at least ten (10) business days before expiration of the existing Bond and Insurance.
3. Expiration or termination of any permit or approval necessary for the performance of the services required hereunder.
4. Any negative declaration, charge or determination by the DEP or other governmental entity that is not cured within thirty -(30) days.
5. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

3.11

Contractor Non-Performance

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

1. Failure to market materials for the purpose of recycling as outlined in this Request for Proposals.
2. Failure to accept Designated Recyclable Materials in a timely manner as outlined within this Request for Proposals.
3. Failure to comply with all conditions of any and all laws, ordinances or regulations of the Township of South Brunswick, the State of New Jersey and/or the New Jersey Department of Environmental Protection.
4. Failure to pay the Township of South Brunswick in accordance with the payment terms outlined within this Request for Proposals.
5. Any breach of any provision of the agreement.

3.12

Assignment of Contract

3.12.01

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

3.12.02

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

3.13 Performance Bond

3.13.01 Before commencing the Work, the Contractor who is awarded a contract for the marketing of Single Stream Designated Recyclable Materials shall furnish to South Brunswick the following:

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

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

Annual tonnage of all Single Stream Designated Recyclable Materials, as outlined within this RFP multiplied (X) by the proposed **Net Single Stream Market Price per ton** in dollars for those recyclable materials on which a price is offered under the terms of this Proposal.

Example:

South Brunswick Average Recycling Tonnage for Single Stream Designated Recyclable Materials is

5,276 tons per year.

Proposer offers a **Net Single Stream Market Price** (either as paid or being paid) of **\$35/ton** for Single Stream Designated Recyclable Materials per year.

Total Performance Bond shall be equal to:

$\$35/\text{ton} \times 5,276 \text{ tons} = \$184,660$ Performance Bond Amount

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

A bond must be duly executed by the successful Respondent (Contractor), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of South Brunswick. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Contractor's performance under the terms of this RFP. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Recyclable materials as outlined herein at sites other than the approved market. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business in New Jersey is terminated, or it ceases to meet the requirements stated herein, the Contractor shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings, licensed to do business in the State of New Jersey acceptable to the Township of South Brunswick.

3.14

Insurance

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

3.14.1

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

- a. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
- b. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
- c. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.

The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.

- 1) 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.
- 2) Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- 3) Certificates of Insurance shall be delivered to the Contract Administrator at the time designated by the Township of South Brunswick provided however, that the time so designated by the Township's contract is prior to the commencement of performance.

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

3.15 Indemnification

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

4.0 PROPOSAL DOCUMENTS

CHECKLIST

<i>Document Description</i>	<i>Initial</i>	<i>When due</i>
4.01 Ownership Disclosure Statement		Mandatory with proposal
4.02 Affidavit of Authorization for Contract		With proposal
4.03 Moral Integrity Affidavit for Contract		Mandatory with proposal
4.04 Non-Collusion Affidavit		With proposal
4.05 State of New Jersey Debarred List Affidavit		With proposal
4.06 Experience Statement		With proposal
4.07 Past Payment Affidavit		With proposal
4.08 Proposal Guarantee		Mandatory with proposal
4.09 Consent of Surety		Mandatory with proposal
4.10 Disclosure of Contributions To New Jersey Election Law Enforcement Commission (ELEC)		Prior to Contract Award
4.11 Affirmative Action Affidavit		Prior to signing Contract and after award
4.11.1 Affirmative Action Requirements		
4.12 Americans with Disabilities Act of 1990		Prior to signing Contract and after award
4.12.1 Americans with Disabilities Act Affidavit		
4.13 Recycling Market Guarantee of Capacity Affidavit		Mandatory with proposal
4.14 Disclosure of Violations Form		Mandatory with proposal
4.15 Certification Regarding Investment Activities in Iran in accordance with N.J.S.A. 52:32-58		Prior to Contract Award
4.16 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus		Prior to Contract Award
4.17 Business Registration Certificate		Prior to Contract Award
4.18 Price Proposal Forms including Google Map		Mandatory with proposal
4.18.1 – 4.18.5		
3.14 Certificate of Insurance		Due 5 days from request
3.13 Performance Bond		Prior to signing Contract and after award

4.01 Ownership Disclosure Statement

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

Part – II

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

OR

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

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

Name of Individual or Business Entity

Business Address

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

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing

Page #'s

_____	_____
_____	_____
_____	_____

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

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

Stockholder/Partner/Member and Correspondence
Entity Listed in Part – II

Business Address

_____	_____
_____	_____
_____	_____

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of South Brunswick* relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any Contracts with *Township of South Brunswick* to notify the *Township of South Brunswick* 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 *Township of South Brunswick*, permitting the *Township of South Brunswick* to declare any Contract(s) resulting from this certification void and unenforceable.

Authorized Signature and Title

Date

Subscribed and sworn to before me this

_____ Day of _____ 20__

(Notary Public)

My Commission expires _____

4.02 AFFIDAVIT OF AUTHORIZATION FOR CONTRACT

Affidavit of Authorization for Contract

STATE OF NEW JERSEY)
) SS: TOWNSHIP OF SOUTH BRUNSWICK
COUNTY OF) RECYCLING MARKETING PROPOSAL

_____ being duly sworn, deposes and says that the affiant resides at _____ that the affiant is the _____ (*Title*) who signed the Proposal for this Contract; that the affiant was duly authorized to sign; that the seal attached is the seal of the Respondent; and that all declarations and statements contained in the Proposal are true, to the best of the affiant's knowledge and belief.

(Type of print name of affiant under signature)

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public of
My Commission expires _____ 20 ____

4.03 MORAL INTEGRITY AFFIDAVIT FOR CONTRACT

State of New Jersey
Township of South Brunswick

Moral Integrity Affidavit for Contract

STATE OF NEW JERSEY }
COUNTY OF _____ } s.s.: **Township of South Brunswick**
Recycling Marketing Proposal

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

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

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

5. That the State in which the Respondent is incorporated is: _____
6. That if the answer to question # 5 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
7. That he/she is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.

8. That this Affidavit is made to the Township of South Brunswick to accept the Proposal for this Contract, knowing that the Township of South Brunswick relies upon the truth of the statements contained herein.

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Public of
My Commission expires _____, 20____

4.04 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } S.S.: **Township of South Brunswick**
Recycling Markets Proposal

I, _____ residing in _____
(Name of affiant) (Name of municipality)

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

I am _____ of the firm of _____
(title or position) (Name of company)

the proposer making this proposal for the RFP entitled _____,
(title of RFP)

and that I executed the said proposal with full authority to do so that said proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that with full knowledge that the _____
Name of Entity

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 project.

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

(Company name)

Sign and notarized this form

Signature _____

Print Name _____

Subscribed and sworn before me this

_____ Day of _____ 20____

Affiant

Notary Public of _____

Print Name & Title of Affiant

My Commission Expires

(Seal)

4.05 STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY }

**Township of South Brunswick
Recycling Markets Proposal**

COUNTY OF _____ } S.S.:

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 **Recycling Markets Proposal**, 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 Proposers; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Township of South Brunswick, as 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 Proposers at any time prior to, and during the life of this Contract, including Guarantee period, that the Township of South Brunswick 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 NJAC 7:15.2, commits any of the acts listed therein, and as determined according to applicable law and regulations.

(Respondent)

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

(Type or print name of affiant under signature)

Notary Public of
My Commission expires _____, 20____

4.06 EXPERIENCE STATEMENT

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

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

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

- (e) Explain how the materials were marketed.
 - (f) Has the proposer ever failed to make payments for recyclable materials in a government contract in the last five (5) years? If so, explain.
 - (f) Name and telephone number of Contract Administrator or some other official in charge of this Contract.
7. In the past three (3) years has the Proposer, under its current or any past name, any officer or partner of the proposer, ever failed to successfully market recyclable materials under the terms of a contract? If yes, explain. A complete explanation is required.
8. Has the Proposer, under its current or any past name, any officer or partner of the proposer, been involved in a lawsuit over either the marketing of recyclable materials or payment to a governmental unit in the last three (3) years? If yes, explain. A complete explanation is required.
9. Has any officer or partner of the proposer's business, under its current or any past name, ever failed to perform any contract that was awarded to him/her as an individual by a County or Municipality in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
10. Has the proposer, or any officer or partner of the proposer, under its current or any past name, ever filed for bankruptcy in the last seven (7) years? If yes, a complete explanation is required.
11. Name and Location of Facility to which the Single Stream Designated Recyclable Material shall be delivered.
12. Contact person, including telephone number and address.
13. Evidence by way of the Past Payment Affidavit (form 4.07 below), signed by the Owner or Principal of the Proposer stating that all payments from the sale of Recyclable Materials (where applicable) were paid in accordance with the requirements of the Contract.

(Respondent)

(Type or print name of affiant under signature)

4.07 PAST PAYMENT AFFIDAVIT

State of New Jersey
Township of South Brunswick

Past Payment Affidavit

STATE OF NEW JERSEY }
 }
COUNTY OF _____ } s.s.: **Township of South Brunswick**
 }
 } **Recycling Marketing Proposal**

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

1. All payments from the sale of Recyclable Materials (where applicable) were paid in accordance with the requirements of prior Contracts.
2. That he/she is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
3. That this Affidavit is made to the Township of South Brunswick to accept the Proposal for this Contract, knowing that the Township of South Brunswick relies upon the truth of the statements contained herein.

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public of
My Commission expires _____, 20____

[FORM SUPPLIED BY PROPOSER]

Proposal Guarantee in the form of a Proposal Bond, Cashier's Check or Certified Check, made payable to the Township of South Brunswick in the amount of 10% of the highest aggregate five (5) year Proposal submitted, not to exceed twenty thousand dollars (\$20,000). All Proposals must contain a Proposal Guarantee. Should the prices being offered be \$0.00 or less, than the Proposer shall offer a Proposal Bond equal to \$20,000.00.

*Consent of Surety
To Accompany Proposal*

[FORM SUPPLIED BY PROPOSER]

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

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

Pursuant to N.J.S.A.19:44A-20.27, a business entity that has received in any calendar year \$50,000 or more in public contracts with public entities, must file an annual report with the Election Law Enforcement Commission (ELEC).

All Proposers are advised and acknowledge 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.

Name of Firm or Individual

Title

Signature

Date

4.11 AFFIRMATIVE ACTION AFFIDAVIT

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

STATE OF NEW JERSEY }
 }
COUNTY OF } SS: **TOWNSHIP OF SOUTH BRUNSWICK**
 } **RECYCLING MARKETING PROPOSAL**

I or We _____ of the (municipality) 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 Recycling Marketing Services and, in that Township, I have executed the Proposal with full
authority to do so.

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

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

If the undersigned is an individual 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 _____ 20 ____

Notary Public of

My Commission expires _____ 20 ____

4.11.1 AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

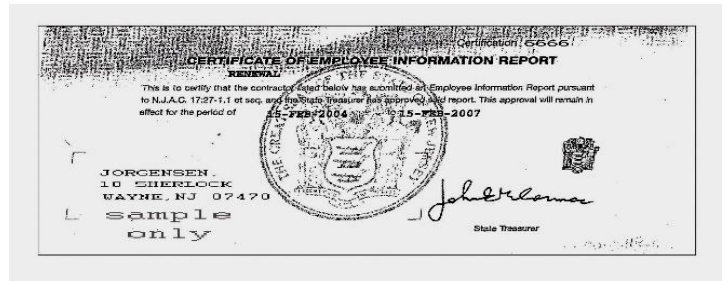
EXHIBIT-A (Continued)

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or



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

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

Signature

Title

Print Name

4.12 AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of South Brunswick do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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.

STATE OF NEW JERSEY }
 }
COUNTY OF }

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)
of the _____ and being duly sworn,
(Name of Proposer)

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

I further warrant that at all times during the performance of the Recycling Marketing Service 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. 512101 et seq.) and agrees to furnish the of evidence of such compliance upon request.

Name of Firm or Individual	Title
Signature	Date

Notary Public of
My Commission expires _____ **20** _____

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

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:

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

At all times during the performance of the collection contract, I agree to commit, that I (we) have secured sufficient market capacity for the Marketing of all Recyclable materials being marketed for the Township of South Brunswick.

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 South Brunswick to damages arising therefrom.

Signature

Date

this _____ day of _____ 20____

Notary Public of
My Commission expires 20

4.14 DISCLOSURE OF VIOLATIONS

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

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

SignatureDate

NameTitle

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

Notary Public of
My Commission expires _____, 20____

4.15 CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN IN ACCORDANCE WITH N.J.S.A. 52:32-58



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

☐

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets if Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021

4.16 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attached Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2)

NJ Rev. 1.22.2024

4.17 BUSINESS REGISTRATION CERTIFICATE

Exhibit A **BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the Township of South Brunswick is prohibited from entering into a Contract with an entity unless the bidder/proposer/Contractor, and each Subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to Contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named Subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a Contract, purchase order, or other contracting document is awarded or authorized.

During the course of Contract performance:

- (1) the Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any Subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. **Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.**

Before final payment is made under the Contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the Contract or prior to payment for goods or services, whichever is earlier.

4.18 PRICE PROPOSAL FORMS

4.18.1 Price Proposal Statement

Proposal for Recycling Marketing Services beginning July 1, 2027 for a period of three (3) years with two (2) one (1) year renewal options.

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 JULY 1, 2027 TERMINATING ON JUNE 30, 2030, 2031 OR 2032 (BOTH DATES INCLUSIVE).

Township of South Brunswick:

I or We _____

Of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets and acknowledge receipt of any addenda issued thereto.

NOTE: Proposers are required to sign all Proposal sheets.

Signature

Affix seal if a corporation

Title

4.18.2 PRICE PROPOSAL FOR THE MARKETING OF RECYCLABLE MATERAILS DELIVERED AS SINGLE STREAM USING THE BLENDED VALUE FORMULA

- Submit pricing at time of Proposal submission.
- Prices must be for material after transportation to market.
- All values in U.S. dollars per ton.
- Fill in all columns; where a value is \$0.00, fill in \$0.00. **Leave no blanks.**
- For the Gross Market Price, compute the average price based on the low and high monthly prices for each commodity.
- Pricing will be utilized in proposal evaluations by calculating the Final Single Stream Price per Ton according to the Blended Value Formula example in Section 3.03.1 utilizing the values submitted below.

SINGLE STREAM GROSS MARKET PRICE

Single Stream Commodities & Residue	Gross Market Price (Current Value) (\$/ton)	Commodity Composition (%)	Composition Value (\$)
Corrugated Cardboard	\$	%	\$
Mixed Fiber	\$	%	\$
Aluminum Cans	\$	%	\$
Steel Cans	\$	%	\$
Natural HDPE	\$	%	\$
Colored HDPE	\$	%	\$
PET	\$	%	\$
Mixed Broken Glass	\$	%	\$
Residue (Single Stream)	\$	%	\$
Total Single Stream Blended Value		100.0%	\$

Proposer shall calculate the Final Stream Price Per Ton below according to the Blended Value Formula, using the Total Single Stream Blended Value (above) and the Year One (1) values from the tables in 4.18.3 below.

YEAR	Final Single Stream Price Per Ton At Time of Proposal Submission	Net Cost at 5,276 TPY
Year One (1)	\$	\$

- Proposers Initials _____

4.18.3 PROCESSING FEE AND PERCENTAGE ALLOCATION FORM

PROCESSING FEE FOR SINGLE STREAM PER TON

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

PERCENTAGE ALLOCATION OF NET SINGLE STREAM MARKET PRICE RANGE FROM 0 TO 100%

WHEN NET SINGLE STREAM MARKET PRICE IS NEGATIVE

	Percent Single Stream Allocation to Township	Percent Single Stream Allocation to Market
YEAR 1	%	%
YEAR 2	%	%
YEAR 3	%	%
Option Year 1	%	%
Option Year 2	%	%

WHEN NET SINGLE STREAM MARKET PRICE IS POSITIVE

	Percent Single Stream Allocation to Township	Percent Single Stream Allocation to Market
YEAR 1	%	%
YEAR 2	%	%
YEAR 3	%	%
Option Year 1	%	%
Option Year 2	%	%

- Proposers Initials _____

4.18.4 MARKET INDEX(ES)

For Each Commodity, Identify the published Market Index in accordance with the method defined in this RFP. Market Index pricing will be based on the New York region.

Commodity	Identify Published Market Index
Corrugated Cardboard	
Mixed Fiber	
Aluminum Cans	
Steel Cans	
Natural HDPE	
Colored HDPE	
PET	
Mixed Broken Glass	

- Proposers Initials _____

4.18.5 MILEAGE SURCHARGE

Proposers must submit a detailed truck route using Google Maps that clearly and accurately indicates that a recycling vehicle can legally and safely traverse the route based on the vehicle type, size and weight. Google Maps shall be the only acceptable mapping software utilized for this section.

All proposers shall submit a route map showing the mileage from 540 Ridge Road, South Brunswick, NJ to their location.

The mileage surcharge will be the per ton costs listed below which is based on an analysis performed by the Township's Consultant:

\$0/ton – less than or equal 15 road miles to Proposer's location

\$25/ton – greater than 15 road miles and no greater than 25 road miles to Proposer's location

This mileage impact will be used to evaluate the per ton cost impacts to the Township. For purposes of this calculation, this mileage surcharge assessed will be added to the Final Single Stream Price Per Ton submitted by the proposer.