

REQUEST FOR PROPOSALS

“RECYCLABLE MATERIAL MARKETING VENDOR”

PLEASE TAKE NOTICE that the Town of Secaucus requests submission of Proposals from qualified recycling companies to accept and process recyclable materials. Said Proposals will be received by the Town Clerk of the Town of Secaucus (“Town”), or his designee, on February 26, 2015, by 12:00 p.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said Proposals will be publicly opened and considered.

All Proposals must be on the Proposal forms obtained from the Town and must be enclosed in a sealed envelope bearing the name and address of the Respondent and the words “Recycling Marketer”. The envelope must be addressed to Michael Marra, Town Clerk for the Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the Proposal must be received by the Town Clerk by the date and time set forth above. No late Proposals will be accepted.

Proposal documents may be examined and obtained at the Purchasing Agent’s office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m. The fee for such documents is twenty (\$20.00) dollars payable in cash or certified check to Town of Secaucus.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq.

The Town reserves the right to waive any minor irregularities in or to reject any or all Proposals.

By order of the Town of Secaucus

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By order of the Town of Secaucus.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

"Town" - refers to the Town of Secaucus.

"Qualification Statement" - refers to the complete responses to this RFP submitted by the Respondents.

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

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

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town is soliciting Proposals from interested persons and/or firms for the provision of Recyclable Marketing Services. The Town intends to qualify persons and/or firms that possess the requisite professional, financial and administrative capabilities to provide the proposed services.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44-20.4 et seq., and also the Town's Pay-To-Play Ordinance, however. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP.

Proposals will be reviewed and evaluated by the Town and its legal and/or financial advisors (collectively, the "Review Team"). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Under no circumstances will a member of the review team review responses to an RFP for a job which they or their firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Town will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the Town) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Town.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the Town's Designated Contact Person, in writing.

Designated Contact Person:

Michael Marra
Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Proposal Statements must be submitted to, and be received by, the Town, via mail or hand delivery, by 12:00 p.m. on February 26, 2015. Qualification Statements will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Proposals	_____, 2015
2. Receipt of Proposal Statements	_____, 2015
3. Opening of Proposals	_____, 2015
4. Analysis of Proposals	_____, 2015
5. Appt. of Recycling Marketing Vendor	_____, 2015 or thereafter

1.3. Conditions Applicable to RFP.

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Statement:

- This document is an RFP and does not constitute a Request for Qualifications ("RFQ").
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP, or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by 12:00 p.m. on _____, 2015 will be rejected.
- Neither the Town, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Statement or for participating in this procurement process.
- In its Proposal, the Respondent must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

- If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

1.4 Rights of The Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Statement received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

1.6 Proposal Format.

Responses should cover all information requested in the Questions to be answered in this RFP.

Responses which in the judgment of the Town fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.7 Subcontractors.

Respondents will be allowed to use Subcontractors subject to the written approval of the Town of Secaucus.

1.8 Failure to Enter Contract.

Should the Respondent to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Town may then, at its option, accept the Proposal of another Respondent.

1.9 Termination of Contract.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Town shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the County under this provision.

In case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

SECTION 2

SCOPE OF SERVICES

2.1 It is the intent of the Town to solicit Statements from Respondents that have expertise in the provision of Information Technology Support Services. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

See Technical Specification attached as Schedule "A".

SECTION 3

SUBMISSION REQUIREMENTS

3.1 Administrative Information Requirements.

The Respondent shall, as part of its Statement, provide the following information:

- a. A summary page containing information requested in this Statement.
- b. Name, address and telephone number of the firm or firms submitting the Statement pursuant to this RFP, and the name of the key contact person.
- c. The number of years your organization has been in business under the present name.
- d. The number of years the business organization has been under the current management.
- e. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
- f. Any judgments within the last three years in which Respondent has been adjudicated liable for breach of contract. If yes, please explain.
- g. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- h. Confirm appropriate federal and state licenses to perform activities.

3.2 Affirmative Action Requirements.

The successful Respondent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful Respondent will submit (1) evidence that the Respondent is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals

established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

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

3.3 Americans with Disabilities Act of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services,

programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract.

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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.4 New Jersey Business Registration Requirements.

The Respondent shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms

of the Business Registration law are set forth below. For information on the Business Registration law go to: <http://www.state.nj.us/njbusiness/registration>

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, 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 business registration copy not properly provided under a contract with a contracting agency.

3.5 Professional Information Requirement.

- a. Respondent shall submit a description of its overall experience in the provision of the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP.
 1. Description and scope of work by Respondent.
 2. Name, address and contact information of references.
 3. For each public entity that the Respondent has performed work, or provided services for, in the past three (3) years, provide the name, contact number and a description of work performed or services provided.

4. Explanation of perceived relevance of the experience to the RFP.
5. Describe the services that Respondent would perform directly.
6. Describe those portions of the Respondent's services, if any, for which the Respondent uses a sub-contractor. Identify all subcontractors the Respondent anticipates using in connection with this project.
7. A narrative statement of the Respondent's knowledge of the Town's needs and goals.
8. List all immediate relatives of Principal(s) of Respondent who are Town employees or elected officials of the Town. For purposes of the above "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

SECTION 4

ALTERNATE PROPOSAL

4.1 The Town may (but is not required to) consider utilizing single stream recycling. At the Vendor's option, it may propose an alternate Proposal for single stream recycling under the terms and requirements of this Request for Proposals.

SCHEDULE "A"

1. Provide the names and roles of individuals who will perform tasks and descriptions of their education and experience relating to the services contained herein.
2. Document all past performance of same or similar service.
3. Provide references and records of success of same or similar service.
4. Describe ability to provide the services in a timely fashion, including staffing, familiarity and location of key staff.
5. Provide a description of the technical process and equipment possessed in performing the tasks required.
6. The Vendor will accept and process specific recyclable materials, namely paper, cardboard, co-mingled glass, cans and plastic. The Town agrees to deliver specific recyclable materials, namely paper, cardboard, co-mingled glass, cans and plastic.
7. The Vendor shall pay for all grades of waste paper which it picks up at a rate specified in the most recent publication of the "Official Board Markets" (herein known as "OBM"), which is current on the first day of the calendar month for which the waste paper is picked up:
 - (a) The Vendor shall pay for all delivered materials, paper and cardboard mixed together a price that is the first listed for the New York OBM under the heading "Mixed Paper No. 1". The Vendor shall be required to pay a guarantee floor price which should be provided in the Proposal based upon the purity and quality of the material.
 - (b) The Vendor shall pay for all co-mingled glass, cans, plastic and milk cartons at a price per ton which shall be delivered to a location within twenty-five (25) miles of the Town of Secaucus for the first year of this Contract. At the end of that first year, and subject to renewal for each succeeding two (2) years, the price may be adjusted to reflect the current market price. The maximum amount the Town shall be required to pay shall also be proposed as the guaranteed floor price (not to be higher than a certain price per ton, which shall be provided in the Proposal based upon purity and quality of the material).
8. **Term:** This Agreement shall take effect on _____, 2015, and shall continue until December 31, 2015. At the conclusion of the initial term, the Town shall have the right to renew said Contract for a period of one (1) year, and shall also have the right to renew said Contract for an additional and final period of

one (1) year thereafter. The Town also has the right to terminate this Agreement on ninety (90) days written notice that the Contractor's standard of performance under the Agreement is unsatisfactory. Unsatisfactory is defined as: (i) failure to exercise best good faith efforts in the dispatch of the duties contained herein; (ii) willful, substantial and continuing neglect or inattention to such duties; (iii) willful misconduct or gross negligence in the performance of such duties; or (iv) conviction of a crime. In the case of items (i),(ii) and (iii), the Town shall not terminate this Agreement unless the Contractor shall have first been notified of the grounds for such termination and shall have failed adequately to rectify such situation within a reasonable period of time.

9. **Environmental**: The Vendor agrees to process the recyclable materials in a manner which is in compliance with all existing environmental laws.
10. **Recycling Tonnage Grant**: On a monthly basis, the Vendor will submit to the Town a monthly statement of the tonnage the Town generated under this Agreement to enable the Town to apply to the State of New Jersey for a recycling tonnage grant.
11. **Hold Harmless**: The Vendor agrees to indemnify and hold harmless the Town from all costs, damages, claims and expenses, including attorneys' fees, it may suffer, incur, sustain or become liable for arising out of or related to the services performed by the Vendor under this Agreement.
12. **Scope**: The Vendor agrees to accept and process recyclable materials, namely co-mingled newspaper, corrugated junk mail, telephone books, magazines, glass, cans and plastic.
13. **Pricing**: Within twenty (20) days of the end of each month, the Vendor shall determine the total weight of the paper and cardboard recyclable received during the preceding month. The Vendor shall calculate the sums due and shall remit to the Town as the case may be on or before the twenty-fifth (25th) of the month following delivery, the full purchase payment of said recyclable together with a statement of the tonnage generated in the prior month upon which said payment is based.

(a) Payments made later than ten (10) days after the above due date will be subject to a penalty of five percent (5%) of the amount due. Interest shall continue to accrue on late payments at the rate of five percent (5%) per annum.

(b) The unpaid balance of any sums due under the Agreement and all interest accrued thereon shall immediately become due and payable at the election of the Town in the event of:

- (i) Twenty (20) days default on payment hereunder;
- (ii) Appointment of a receiver of the property, rights, credits, assets, or any part thereof of the Vendor;
- (iii) The filing of a petition by or against the Vendor for relief under any bankruptcy or insolvency laws;
- (iv) Assignment of assets for the benefit of creditors by or of the Vendor;
- (v) Voluntary or involuntary liquidation of the Vendor;
- (vi) The sale, exchange, or other transfer of the Vendor. The terms of the Contract shall not be assignable by Vendor, without the prior written consent of the Town.
- (vii) The Vendor waives presentation of any demands for payment or notice of non-payment and any and all other notices and demands whatsoever in connection with the performance default or default of the Agreement.
- (viii) In the event that the Town institutes any proceeding to collect any amounts due under the terms of the Agreement, the Vendor shall pay any expenses and costs of collection, including reasonable attorneys' fees and litigation costs.

14. **Hours of Operation:** The Contractor shall receive recyclables from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday and Sunday.

15. The Contract which will be awarded may not be assigned by the Vendor without the prior written consent of the Town and the terms of the Contract shall be binding upon the parties, their successors, heirs, and assigns.

16. The Contractor shall purchase from and maintain from a company or companies lawfully authorized to do business in New Jersey, such insurance that will protect the Contractor from claims set forth below which may arise out of or result from Contractor's operations under the Contract, and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

- 1. General liability insurance coverage, \$1,000,000 coverage each claim and \$1,000,000 aggregate for each policy period, combined single limit..

2. Umbrella liability insurance coverage, \$7,000,000 each occurrence and in the aggregate.
3. Automobile liability insurance in the amount of \$1,000,000, along with transportation coverage/motor truck cargo with a \$50,000 limit.
4. Certificates of insurance acceptable to the Town of Secaucus shall be filed with the Town prior to commencement of the work, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Town of Secaucus, directed to the Town Administrator's Office, Secaucus, New Jersey.
5. The Contractor shall cause the above insurance coverage required by the Contract to include the Town of Secaucus and its employees as additional insureds for claims covered under said policies.

TOWN OF SECAUCUS

CHECKLIST

The following items, as indicated below with an "x", shall be provided with the receipt of sealed submissions.

1. _____ Affidavit of Non-Collusion
2. _____ Disclosure of Ownership Form
3. _____ Insurance Requirement Acknowledgement Form
4. _____ Mandatory Equal Employment Opportunity Notice
 Acknowledgement
5. _____ Business Registration Certificate issued by the New Jersey
 Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L.
 2004, c. 57)
6. _____ Service Entity Information Form
7. _____ Qualification Submission
8. _____ Acknowledgement of Secaucus Pay to Play Ordinance
9. _____ Disclosure of Investment Activities In Iran
10. _____ Acknowledgment of Corrections, Additions or Deletions Form

(Contractor) (seal)

BY: _____
(Authorized Signature)

(Printed Name and Title)

TOWN OF SECAUCUS

2. DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "...no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the contracting or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

1. If the service entity is a **partnership**, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the service entity is a **corporation**, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of **that** corporation.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name	Address

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWN OF SECAUCUS

3. INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Service Entity shall be as follows:

GENERAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000 for each claim and \$1,000,000 aggregate each policy period and Town shall be named as and additional insured.

Acknowledgement of Insurance Requirement

(Signature)

(Date)

(Printed Name and Title)

4. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

TOWN OF SECAUCUS

6. SERVICE ENTITY INFORMATION FORM

If the Service Entity is an INDIVIDUAL, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Service Entity is a PARTNER, give the following information:

Name of Partners _____

Firm Address: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of Authorized Agent: _____

If the Service Entity is INCORPORATED, give the following information:

State whose laws incorporated: _____

Location of Principal Office: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Name of Agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWN OF SECAUCUS

7. SUBMISSION FORM

- 1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:**

- 2. References and record of success of same or similar service:**

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No.: _____

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2015

Notary Public
State of _____
My Commission Expires _____

(Signature of Professional)

(Type or print name of Affiant and Title
under signature)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: _____

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

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

_____ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

_____ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

Full Name (Print): _____ Signature: _____

8. ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledges that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or print name of Affined and Title,
under signature)

(Date)

(END OF SUBMISSION)