

**CITY OF WOODBURY  
2018 DISPOSAL OF RECYCLABLE MATERIALS  
REQUEST FOR PROPOSALS (RFP)**

**INFORMATION TO RESPONDENTS**

Sealed proposals shall be received in accordance with Public Advertisement, a copy of said notice being attached hereto and made part of these specifications.

**Submission of Proposals**

All proposals must be submitted in sealed envelopes bearing on the outside the name of the respondent, with their address and the name of the RFP for which the proposal is submitted. Proposals must be addressed to the attention of:

Mayor and City Council of City of Woodbury  
c/o Robert Law, Qualified Purchasing Agent  
33 Delaware Street, Woodbury, NJ 08096

All Proposals shall include the following fully completed and executed documents:

Non-Collusion Affidavit, Affirmative Action Compliance Statement, American with Disabilities Acknowledgment Statement and Stockholder Disclosure Certification.

**Proposals Forwarded through the Mail**

Must contain the following statement on the envelope:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL WEDNESDAY, MAY 30, 2018 AT 1:00 PM BY THE QUALIFIED PURCHASING AGENT OR HIS DESIGNEE.”

The City will not assume responsibility for proposals not delivered in person to the Qualified Purchasing Agent prior to the opening.

**Receipt of Proposals**

All proposals must be received before or at the time and date specified in the Notice for Request For Proposals. No proposal will be received after the specified time.

**Reservations**

The City Council reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the City Council deems will best serve the interest of the City.

Questions regarding this Request for Proposals may be directed to Robert Law, Qualified Purchasing Agent at (856) 845-1300 ext. 129 or to Daneen Fuss, Clerk at ext. 125.

**CITY OF WOODBURY**  
**2018 DISPOSAL OF RECYCLABLE MATERIALS**  
**REQUEST FOR PROPOSALS (RFP)**

**NOTICE OF REQUEST FOR PROPOSALS FOR THE**  
**DISPOSAL OF RECYCLABLE MATERIALS**

Notice is hereby given that sealed proposals for the **Disposal of Recyclable Materials** will be received by the Qualified Purchasing Agent of the City of Woodbury and opened on Wednesday, May 30, 2018 at 1:00 pm, at City Hall, 33 Delaware Street, Woodbury, New Jersey.

Each sealed proposal to be considered, shall be returned with one original and three (3) copies. The sealed proposal shall comport to the criteria set forth in the proposal information packets. The proposal information packets may be obtained in the Office of the City Clerk, 33 Delaware St, Woodbury, (856) 845-1300 x125 or at [www.woodbury.nj.us](http://www.woodbury.nj.us). The Municipal Appointing Authority shall thereafter publicly select the proposal, which shall thereafter be confirmed or approved as required by law, Resolution or Ordinance.

**DANEEN D. FUSS**  
City Clerk

**SCOPE OF WORK:**

- 1) The disposal of recyclable materials collected by City of Woodbury in single stream form and delivered to your facility.
- 2) Recyclables are to include residential fiber (paper, newspaper, junk mail, cardboard) and commingled containers (glass, aluminum, steel cans, plastic containers #1 through #7).
- 3) The vendor shall provide certified weigh slips for each load delivered to the facility and a monthly report of the total tons received.
- 4) The vendor shall be a State Licensed Recycling Facility (Class A is Recommended).
- 5) Monthly and Calendar year-end reporting to our Recycling Coordinator for tonnage grant purposes.

**TERM OF AGREEMENT:**

The term of this Agreement is for one (1) year beginning on or about June 13, 2018 with four (4) – one (1) year options which may be exercised by the City of Woodbury by the giving of 30 days written notice of the intent to exercise, which should be effective upon mailing. Unless the City gives written notice prior to the expiration of the initial term or any option term that the Agreement will terminate on the expiration date or that the City is exercising an additional one year option, the term will automatically be extended on a month-to-month basis and either party may thereafter terminate the Agreement with a minimum of 30 days prior written notice.

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**PROPOSAL CHECKLIST (Must sign & submit with proposal):**

Please include, at a minimum, the following information in your proposal:

- \_\_\_\_\_ 1) Company Name & Facility Address; Contact with telephone, email & fax information
- \_\_\_\_\_ 2) Distance in road miles from the City of Woodbury Public Works Building, 651 N. Evergreen Avenue, Woodbury, New Jersey 08096
- \_\_\_\_\_ 3) Receiving hours for your facility
- \_\_\_\_\_ 4) Current New Jersey Municipalities serviced by your facility and References
- \_\_\_\_\_ 5) New Jersey Business Registration Certificate
- \_\_\_\_\_ 6) Non-Collusion Affidavit
- \_\_\_\_\_ 7) Affirmative Action Compliance Statement
- \_\_\_\_\_ 8) American with Disabilities Acknowledgment Statement
- \_\_\_\_\_ 9) Stockholder Disclosure Certification
- \_\_\_\_\_ 10) Disclosure of Investment Activities in Iran
- \_\_\_\_\_ 11) Current copies of all facility operating permits, provide documentation that a State Licensed Recycling Facility, and a certification statement indicating that facility is in full compliance with all applicable local, state & federal regulations
- \_\_\_\_\_ 12) Insurance Requirements (see information below under “Insurance” section)
- \_\_\_\_\_ 13) Fee Schedule –
  - a) Detailed pricing (per ton) and fee schedule information, including examples and backup information used as a basis for your calculations. Detailed pricing must be separated by year, as follows: (if not separated by year, the Respondent is then providing the same pricing for all five (5) years of the proposal). **NOTE: Proposal may be in the form of a fixed and/or variable price with a floor (pricing will not go below this amount).**  
Year 1 - estimated start 6/13/18 (for 12 months) Year 2; Year 3; Year 4; Year 5
  - b) A narrative description of the support documentation to be provided each month to the City as a basis for the fees and/or payments to the City. **Respondent must also include a listing of fees paid and/or charged for the last 12 months, at a minimum, for a similar sized municipality.**
  - c) A narrative statement indicating the term of payment timeframe for any monies due the City under the contract.
- \_\_\_\_\_ 14) Items included in the Criteria section of this RFP – to assist the Evaluation Team (p. 8)
  - a) Fee Schedule - Income and/or costs to the City; b) Location of Disposal facility from the City Public Works Building; c) Financial Condition of Respondent; d) Experience and Expertise in Operation; e) Operational Plans and Concepts & Administrative Services; f) References from similar sized municipalities

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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**RESPONDENT QUALIFICATIONS:**

**Minimum Requirements**

- 1) Respondent must demonstrate that it has the management and operational experience, financial resources and personnel necessary to successfully perform the services specified in the area of bidding within this RFP.
- 2) A Respondent must have the financial ability to meet the obligations under the Contract.
- 3) All Respondents are encouraged to submit an income statement and balance sheet with its proposal, certified as true and correct by the Chief Executive Officer or Chief Financial Officer of the Respondent. Financials may be marked “confidential” and will then be returned to each respondent immediately after review for evaluation purposes.

**INSURANCE**

The Proposer shall indicate within their proposal that the City of Woodbury’s insurance requirements will be fulfilled. The City of Woodbury’s insurance requirements are as follows:

1. - Liability Insurance

With respect to the operations he/she performs on the project and also those performed by sub-contractors, including the operation of all motor vehicles, the Proposer shall carry for the duration of the project, with the City of Woodbury being named as additional insured party \* for items (a) below, the following suggested minimum liability insurance coverage at no direct cost to the City of Woodbury, said coverage to be provided by an insurance company or companies satisfactory to the City of Woodbury. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- (a) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000.00 per occurrence/\$3,000,000 aggregate, for bodily injury and property damage. The policy shall be endorsed to include products/completed operations, independent contractors liability, independent contractors coverage, broad form general liability extensions or equivalent, and per contract aggregate.
- (b) Motor Vehicle Liability Insurance, including No-Fault coverage covering the Proposer for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000.00 per combined single limit for bodily injury and property damage.

\* The following shall be Additional Insureds: The City of Woodbury, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing or excess.

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2. - Pollution Liability Insurance

During the life of this contract the Contractor shall procure and maintain Pollution Liability Insurance with suggested limits of liability not less than \$1,000,000 per pollution incident e / \$3,000,000 annual aggregate. This insurance shall provide coverage for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and costs and expenses incurred in the investigation, defense, or settlement of claims.

3. - Workers' Compensation and Employer's Liability Insurance

The Proposer shall secure and maintain at no direct cost to the City of Woodbury for the life of the project, Workers Compensation and Employer's Liability Insurance covering all employees engaged in performance of the project in accordance with the Statutes of the State of New Jersey.

4. - Certificate of Insurance

The Proposer shall, upon acceptance of their proposal, furnish to the City of Woodbury on a form approved by the City of Woodbury, a Certificate of Insurance, fully executed by an insurance company or companies satisfactory to the City of Woodbury for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. A 30-day notice of cancellation provisions is to be inserted for the City of Woodbury in the event of cancellation. If, in the course of the performance of the project, the Proposer is unable to obtain sufficient insurance, the City of Woodbury may terminate the contract. The Certificate of Insurance must include an endorsement that modifies insurance provided under General Liability Coverage to include the City of Woodbury as additional insured.

**Respondent Presentations**

The City reserves the right to, but is not obligated to, request and require that each Respondent provide a formal presentation of its Proposal at a date and time to be determined.

**Right to Inspect**

The City and its agents reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined in the City's sole discretion that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance. The City, either directly or through an agent, reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP

**RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the City of Woodbury designated contact, Robert Law, Qualified Purchasing Agent. Vendors should rely only on written statements issued by the RFP designated contact.

# **CITY OF WOODBURY**

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#### **Organizations Ineligible to Provide Proposals:**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of New Jersey for any reason is ineligible to respond to this RFP.

#### **Exclusions:**

The City reserves the right to refuse to consider any proposal from a Respondent who:

- 1) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- 2) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- 3) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- 4) Has violated contract provisions such as:
  - a. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - b. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts.
  - c. Has violated ethical standards set out in law or regulation; and
  - d. Any other cause listed in regulations of the State of New Jersey determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

#### **Technical Proposals**

- 1) To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The City reserves the right to reject any non-responsive or non-conforming Proposals.
- 2) The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process
- 3) Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure omission to examine any form, instrument or document shall in no way relieve Respondents from any obligation in respect to this RFP.

#### **Proposal Costs and Expenses**

The City will not pay any costs incurred by any Respondent associated with any aspect of responding to the solicitation, including proposal preparation, printing or delivery, attendance at Respondents Conference (if any), system demonstrations or negotiation process.

**Proposal Expiration Date** - Prices for the proposed service must be kept firm for at least ninety (90) days after the Proposal Due Date.

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**Discrepancies and Omissions**

**THE RESPONDENT IS EXPECTED TO COMPLY WITH THE TRUE INTENT OF THIS RFP TAKEN AS A WHOLE AND SHALL NOT AVAIL ITSELF OF ANY ERRORS OR OMISSIONS TO THE DETRIMENT OF THE SERVICES. SHOULD THE RESPONDENT SUSPECT ANY ERROR, OMISSION OR DISCREPANCY IN THE SPECIFICATIONS OR INSTRUCTIONS, THE RESPONDENT SHALL IMMEDIATELY NOTIFY THE CITY OF WOODBURY IN WRITING AND THE CITY OF WOODBURY SHALL ISSUE WRITTEN INSTRUCTIONS TO BE FOLLOWED. THE RESPONDENT IS RESPONSIBLE FOR THE CONTENTS OF ITS PROPOSAL AND FOR SATISFYING THE REQUIREMENTS SET FORTH IN THE RFP.**

Respondent is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Respondent.

Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Respondent shall notify the City's Designated Contact in writing before the proposal opening. All unresolved issues should be addressed in the proposal. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than three (3) calendar days prior to the time set for opening of the proposals.

**City's Right to Reject Proposals**

The City of Woodbury reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the City's specifications or Respondent's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City may deem necessary in the best interest of the City.

**City's Right to Award Multiple Source Contracting**

The City of Woodbury may award this contract to two or more vendors if the City's determination that such an award is in the best interest of the City of Woodbury.

**Exceptions to the RFP**

Any exceptions to the RFP, or the City's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the City of Woodbury.

**Award of Contract**

The City will award the Contract to the Respondent(s) who has, as determined in the sole discretion of the City, best demonstrated competence and qualification for the type of services required at fair and reasonable prices & compensation and whose Proposal is deemed to be in the best interest of the City. The City reserves the right to interview proposers and negotiate any term or conditions as the City deems appropriate.

# **CITY OF WOODBURY**

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#### **RFP Award Notifications**

After reviews of the evaluation committee and once the contract terms and conditions have been finalized, the City will award the contract.

The contract shall be awarded to the Respondent whose proposal is deemed most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the City of Woodbury is not obligated to award the contract to the vendor who submits the lowest bid, rather the contract will be awarded to the Respondent whose Proposal is deemed the most advantageous to the City. The award is subject to the appropriate City approvals. After a final selection is made, the winning Respondent(s) will be invited to negotiate a contract with the City; remaining Respondents will be notified in writing of their selection status.

#### **Evaluation Criteria**

Responses will be evaluated based upon the following criteria:

- 1) Fee Schedule - Income and/or costs to the City (35 points)
- 2) Location of Disposal facility from the City Public Works Building (15 points)
- 3) Financial Condition of Respondent (15 points)
- 4) Experience and Expertise in Operation (15 points)
- 5) Operational Plans and Concepts & Administrative Services (10 points)
- 6) References from similar sized municipalities (10 points)

#### **Right to Terminate:**

In the event that the successful Respondent violates any of the provisions of the Contract or performance is not being provided as provided under the Contract, as determined in the sole discretion of the City, the City may serve written notice to the awarded Respondent of its intention to terminate the Contract. Such notice will state the reason(s) for the intention to terminate the Contract. If the violation does not cease and satisfactory arrangements for correction are not made within thirty (30) calendar days after the notice is served upon the awarded Respondent, the Contract shall cease and terminate thirty (30) days thereafter. The liability of the awarded Respondent(s) and/or its surety for any and all such violations shall be affected by any such termination. A termination penalty may not be assessed or charged to the City or its agents.

#### **Termination for Convenience:**

The City of Woodbury may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

#### **Indemnification:**

The successful respondent(s) agree to indemnify and hold free and harmless, assume legal liability for and defend, the City, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the acts or omissions or other conduct of the successful Respondent(s) and its conferees, officers, employees, agents and subcontractors in connection with the Contract resulting from this RFP.

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**NON-COLLUSION AFFIDAVIT**

**STATE OF**

**SS**

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
(Name)

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)

in the firm of \_\_\_\_\_ the bidder making the

proposal to the City of Woodbury for work under

\_\_\_\_\_  
(Proposal)

and that I executed the said Proposal with full Authority to do so; that said Bidder 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 all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

\_\_\_\_\_  
(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

\_\_\_\_\_  
(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

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 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 for the 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.

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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:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

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

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Signature & Date

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**AMERICANS WITH DISABILITIES ACT OF 1990**

Equal Opportunity for Individuals with Disability

The contractor and the City of Woodbury (hereafter "owner") 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.

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Signature & Date

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**STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with Submission**

**NAME OF BUSINESS** \_\_\_\_\_

**Check one:**

\_\_\_\_\_ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

\_\_\_\_\_ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership       Corporation       Sole Proprietorship  
 Limited Partnership    Limited Liability Corporation    Limited Liability Partnership  
 Subchapter       Corporation    Non-Profit Corporation

**This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.**

**Stockholders:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**CITY OF WOODBURY**  
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**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. 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 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 IF UNABLE TO CERTIFY ABOVE**

**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 information 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 municipality 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 municipality to notify the municipality 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 municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_