REQUEST FOR PROPOSALS
FOR A CLASS A RECYCLING MATERIAL RECOVERY FACILITY TO ACCEPT CLASS A SINGLE STREAM RECYCLABLE MATERIALS AS DELIVERED BY THE TOWNSHIP OF OCEAN

FOR THE TOWNSHIP OF OCEAN
Monmouth County, New Jersey

Proposals must be received by the Township Clerk of the Township of Ocean, 399 Monmouth Road, Oakhurst, NJ 07755 no later than 3:00 PM Thursday, September 10, 2009.

Prepared by

Name of Bidder:_____

Address:_____

_____

Phone: _____

TOWNSHIP OF OCEAN
DOCUMENT SUBMISSION CHECKLIST

REQUIRED		READ, SIGNED & SUBMITTED
Yes	PROPOSAL AS REQUIRED IN RFQ	☐
Yes	STOCKHOLDER DISCLOSURE CERTIFICATION	☐
Yes	NON-COLLUSION AFFIDAVIT	☐
Yes	AFFIRMATIVE ACTION QUESTIONAIRE	☐

		REVIEWED
Yes	MANDATORY AFFIRMATIVE ACTION LANGUAGE	☐
Yes	AMERICANS WITH DISABLILITIES ACT OF 1990	☐
Yes	N. J. BUSINESS REGISTRATION REQUIREMENTS	☐

General Proposal Requirements

Each contractor shall respond to the Request for Proposals by the stated deadline with a comprehensive proposal, which shall include, but is not limited to, the following:

1. It is the intent of this specification that the Township of Ocean (the "Township") enters into a one (1) year agreement, with one (1) renewal provision, for disposal of Class A Single Stream Recyclables at the contractor's Recycling Material Recovery Facility.

2. "Class A Material Recovery Facility" means those sites designated in the Monmouth County Solid Waste Management Plan such as a transfer station which is primarily designed, operated and permitted to process non-hazardous Class A Single Stream Recyclable Materials by utilizing manual and/or mechanical methods to separate from the incoming waste stream categories of useful materials which are then returned to the economic mainstream in the form of raw materials or product of reuse.

"Class A Recyclable Material" means a source separated recyclable material specifically excluded from NJDEP approval prior to receipt, storage, processing or a transfer center in accordance with N.J.S.A. 13:1E-99.34b, which material currently includes source separated non-putrescible metal, glass, paper, plastic containers, and corrugated and other cardboard. See Attachment D.

"Single Stream" refers to corrugated cardboard, office paper, newspaper, junk mail/other paper, glass, aluminum, steel and plastic containers all mixed in one container for collection.

3. The Township retains onto itself the right to automatically renew each extension option, as bid by the Contractor, unless Township notifies the Contractor, in writing, at least ninety (90) days prior to the expiration of the end of the initial proposal or any of the extension options, of the Township intent to cancel the contract.

4. The Contractor shall submit with the proposal a list of all municipalities where the Contractor has a contract for accepting Class A recyclable materials during the last five (5) years.

5. On average, the Township of Ocean delivers two thousand eight hundred (2,800) tons of Class A Single Stream Recyclable Materials annually. The quantity specified is for estimating purposes only, and actual quantities may vary during the term of the contract, as conditions require. Any award shall be non-exclusive and shall not preclude the transport of Single Stream Class A Recyclable Material to the Monmouth County Reclamation Center.

6. The proposal price shall be on a tonnage basis delivered in open hauling trucks or compactor vehicles. The proposal price may be submitted on a flat price per ton or a fluctuating floor price formula based on the New York High Side as listed in the Official Board Markets (Yellow Sheet) Publications, the first publication of each month.

7. **Evaluation of Proposals**. The Township shall have the sole power and discretion to determine the qualifications, responsibility and capabilities of firms, the reasonableness of the price and other factors. All proposals submitted in response to this RFP will be evaluated based on the following criteria:

A. **Compliance with the RFP** - this refers to adherence to all conditions and requirements of the RFP.

B. **Distance to contractor's facility** - this refers to the actual mileage from the intersection of Highway 35 and Deal Road in the Township to the Contractor's facility.

C. **Travel time** - this refers to the total time from the intersection of State Highway 35 and Deal Road in the Township to the Contractor's facility and back to the Township as determined by the Township.

D. **Turn-around time** - this refers to the time the Township vehicle is in the contractor's facility from the time it arrives, delivers its material and leaves the contractor's facility

E. **Costs** - this refers to the proposed contract price.

8. The contractor shall provide with its proposal the following:

A. Mandatory Affirmative Action Certification. After notification of award but prior to execution of goods and services contract, one of the following three documents:

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

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:27-4; or

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.

B. The Contractor is required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the act and to hold the owner harmless.

C. Stockholder Disclosure. The Contractor shall submit a statement setting forth the names and address of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class, or of all individual partners in the partnership who own ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited

partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

D. Proof of Business Registration. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). The Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

E. Non - Collusion Affidavit. The Contractor shall be required to enter into a contract with the Township setting forth the terms and conditions set forth in this Proposal, and including general liability insurance requirements. See Attachment E.

Scope of Work Requirements

The Contractor during the performance of the proposal shall perform the following tasks:

1. The Recycling Material Recovery Facility must be permitted by the New Jersey Department of Environmental Protection to accept one or more non-hazardous Class A materials as defined in the New Jersey Department of Environmental Protection Solid Waste Regulations (N.J.A.C. 7:26A) and included in the Monmouth County Solid Waste Management Plan, which shall be maintained throughout the life of the contract. The DEP permit number shall be submitted with this proposal.

2. The Contractor shall accept the proposed Class A Single Stream Recyclable Materials, in single stream form, as delivered in compactor trucks or dump trucks by the Township. The Contractor will not be required to accept any proposed Class A recyclable materials that is contaminated with putrescible garbage. The Contractor must accept partial loads and bill only for actual weight of material delivered to the facility as shown on proposed Item #1 of the proposal.

3. The facility days and hours of operation shall at a minimum be the same as the Monmouth County Reclamation Center. In the event of a declared emergency, the bidder shall open their facility to accept material generated as a result of the emergency condition provided the Township provides reasonable notice. The Contractor should expect to receive a minimum of Seven (7) – Twenty-five (25) cubic yard sanitation packer trucks and one (1) six (6) cubic yard packer truck deliveries on the first four Wednesdays of each month and is subject to change. Other remaining deliveries will be made on an as needed basis.

4. Township vehicles shall depart the Recycling Material Recovery Facility within twenty (20) minutes of their arrival at the Recycling Material Recovery Facility location. Failure to comply with this provision after notice to the facility of the deficiency has been provided will be deemed cause for cancellation of the contract.

5. The Contactor shall provide a list of equipment to be used in the contract with the proposal

6. The Contractor shall familiarize themselves with the Township hauling vehicles. Submission of a proposal shall be deemed conclusive evidence that the contractor is familiar with the Township's hauling equipment and able to accommodate these vehicles.

7. On a monthly or quarterly basis and annually the Contractor will provide the Township with a report on each type of waste recycled from the Township deliveries. Reports shall be mailed within fifteen (15) days of the end of the month or quarter or year to William McMahon, Public Works Director, Township of Ocean, 399 Monmouth Road, Oakhurst, New Jersey 07755.

8. Upon receiving notification of the award, the Contractor shall schedule and attend a meeting within five (5) business days with the Township to discuss all pertinent items relative to the proposal.

9. Scheduling. The deadline for submitting a proposal is 3:00 PM, September 10, 2009. All proposals should be clearly marked "Request for Proposal – Class A Recycling Material" and delivered via mail or in person to:

Township Clerk
Township of Ocean
399 Monmouth Road,
Oakhurst, NJ 07755

Appendix B

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereunto, 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 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 proceedings 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.

ATTACHMENTS

Attachment A - Stockholder Disclosure Certification

Attachment B - Non-Collusion Affidavit

Attachment C - Mandatory Affirmative Action Language

Attachment D - Specifications for Single Stream Recyclables

Attachment E - Insurance Requirements

Attachment F – Bid Proposal

Attachment A

STOCKHOLDER DISCLOSURE CERTIFICATION

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the proposal there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

☐ 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 S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

STOCKHOLDERS:

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

Subscribed and Sworn to before me

this _____day of _____,200____

_____
(Name of Business)

_____
(Affiliate)

State of _____County of _____

_____

_____

_____

Notary Public/Seal/Commission expires on _____ (Corporate Seal)

Attachment B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF ss:

I, _____, am of full age, being duly sworn according to law on my oath depose and say that:

I, am _____of the firm of _____
(Print Title) (Print Name of Company)
the contractor making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so: That the contractor 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 further agree that I will not so participate in any collusion violate the terms of the specifications, and, in particular, paragraph II E 1, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Ocean 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 contact upon and agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by:

_____:
(Name of Contractor)

_____
Authorized Signature

Subscribed and Sworn to
Before me this _____ day
of _____, 2009.

_____
Signature of Notary Public

Attachment C

MANDATORY EQUAL OPPORTUNITY EMPLOYMENT LANGUAGE
(N.J.S.A. 10.5-31 et seq.)
(N.J.A.C. 17:27)

GOODS, SERVICES AND PROFESSIONAL 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, sex, 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, sex, affectional or sexual orientation. 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 Contracting 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 or applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and with the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2; promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin,

ancestry, marital status, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 (N.J.A.C. 17:27).**

PROCUREMENT AND SERVICE CONTRACTS

LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office, upon award, will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of $17,500 or more?

   ____ Yes *(If yes, complete #2)*

   ____ No *(If no, no further documentation is required)*

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

   ____ Yes *(If yes, submit a Photostat copy)*

   ____ No *(If no, complete "A" below)*

   A. Does your company have a Certificate of Employee Information Report?

   ____ Yes *(If yes, submit a Photostat copy)*

   ____ No *(If no, complete "B" below)*

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

3. Each contract over $17,500 must also contain Language "A".

4. Are you a minority-owned business?
____ Yes ____ No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal ApprovalOR 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

Special Note: This questionnaire must be completed, signed and returned with your contract or bid proposal.

AN EQUAL OPPORTUNITY EMPLOYER

Attachment D

SPECIFICATIONS FOR SINGLE STREAM RECYCLABLES

Single Stream Recyclables

Commingled Recyclables, consisting of recyclable glass, aluminum, steel cans, plastics and papers, generally collected from residential recycling, as follows:

Materials Accepted:

- Aluminum food and beverage containers
- Glass food and beverage containers – brown, clear, or green
- Ferrous (Iron) cans
- PET plastic containers with the symbol #1 – with screw tops only, without caps
- HDPE natural plastic containers with the symbol #2 – narrow neck containers only, (milk and water bottles)
- HDPE pigmented plastic containers with the symbol #2 – narrow neck containers only, without caps (detergent, shampoo bottles, etc.)
- Plastic with symbols #3, #4, #5, #6, #7 – narrow and screw top containers
- Newsprint
- Old Corrugated Cardboard
- Magazines
- Catalogs
- Cereal boxes
- Telephone books
- Printer paper
- Copier paper
- Mail
- All other office paper without wax liners

Material Not Accepted, include but are not limited to ("Unacceptable Materials")

- Microwave trays
- Mirrors
- Window or auto glass
- Light bulbs
- Ceramics
- Porcelain
- Plastics unnumbered
- Plastic bags
- Coat hangers
- Glass cookware/bakeware
- Household items such as cooking pots, toasters, etc.

Attachment E

INSURANCE SPECIFICATIONS

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the **TOWNSHIP** together with evidence of such insurance as stated below. Thirty (30) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the **TOWNSHIP** by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

> "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the **TOWNSHIP** as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The **TOWNSHIP** may waive or modify any requirement stated herein if the **TOWNSHIP**, in its sole judgment and discretion, deems it would be in its best interest to do so.

A. Workers' Compensation

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."

B. General Liability

The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar ($1,000,000.00) combined single limit of liability per occurrence and a three million dollar ($3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-11-85 Amendment-Aggregate Limits of Insurance (per project).

C. Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars ($1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

D. Umbrella/Excess Liability

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of $5,000,000.00 combined single limit per occurrence.

E. Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Entity, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Entity, the Contractor shall, upon notice to that effect from the Entity, within thirty (30) days obtain a new policy, submit the same to the Entity of approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Entity, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out an/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor or any liability under the Agreement. All policies required above shall contain a thirty-(30) day notice of cancellation and/or non-renewal and shall require the insured to notify the Entity of its intent to either cancel or not to renew immediately.

F. Insurance Companies

The Contractor shall use an Insurance Company(ies) that has (have) an A.M. Best Rating of at least AX. The **TOWNSHIP**, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to the **TOWNSHIP** for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

G. Hold Harmless Provision

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the **TOWNSHIP**, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the **TOWNSHIP** that with respect to accomplishing the work in the Agreement, it carries said contractual Liability Insurance in the amounts specified in Paragraph B above.

Attachment F

TOWNSHIP OF OCEAN
REQUEST FOR PROPOSALS FOR A CLASS A RECYCLING MATERIAL RECOVERY FACILITY TO ACCEPT CLASS A SINGLE STREAM RECYCLABLE MATERIALS AS DELIVERED BY THE TOWNSHIP OF OCEAN

Bid Proposal

To The Council
of the Township of Ocean

Gentlemen:

We, the undersigned, do hereby certify and declare that we have carefully examined the proposal for a Class A Single Stream Material Recovery Facility to accept Class A Single Stream Recyclable Materials as delivered by the Township of Ocean for which advertisement for proposals was published to be received on Thursday, September 10, 2009 at 3:00 PM. We have examined the specifications on file in the office of the Department of Public Works of the Township of Ocean in the manner prescribed by the afore said.

BID PROPOSAL SHEET

I. <u>BID ITEM</u>: CLASS A SINGLE STREAM RECYCLABLE MATERIALS DELIVERED

PROPOSAL:	**UNIT PRICE:**	**TOTAL BID PRICE:** Based on annual estimated quantity of 2,800 tons.
INITIAL PROPOSAL **Year one (1)** **10/1/09 – 9/30/10**	**$_____Per Ton**	**$_____Year 1**
EXTENSION OPTION 1 **Year Two (2)** **10/1/10 – 9/30/11**	**$_____Per Ton**	**$_____Year 2**

II. Site location of Class A Single Stream Material Recovery Facility:

_____

_____

III. Bidder's estimate mileage calculation from the intersection of NJSH 35 and Deal Road to the bidder's facility:

_____