

REQUEST FOR BIDS
FOR THE LEASE
OF THE
NEW JERSEY SPORTS & EXPOSITION AUTHORITY
TRANSFER STATION/MATERIALS RECOVERY FACILITY

DIVISION OF SOLID WASTE
ONE DEKORTE PARK PLAZA
LYNDHURST, NEW JERSEY 07071
(201) 460-1700

REQUEST RELEASE: APRIL 28, 2021
PRE-BID CONFERENCE: May 18, 2021
BIDS DUE: June 15, 2021

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GENERAL

1.0 INTRODUCTION

The purpose of this Request is to solicit responses from firms for a TEN-year lease (with one five-year option) for the NJSEA Transfer Station/Materials Recovery Facility. The facility includes the building and approximately 10 acres located off Belleville Turnpike in North Arlington, New Jersey. The current NJDEP Permit authorizes the acceptance of up to 12,000 tons per week of solid waste, with a maximum of 2,750 tons per day. The facility is owned by the New Jersey Sports & Exposition Authority and is currently leased to a private entity as described herein. This site is strategically located approximately 3.5 miles from the NJTPK 15W interchange, and 7 miles west of the Holland Tunnel.

The Transfer Station/Materials Recovery Facility was initially opened by the NJSEA as a solid waste baler in 1980, and operated until 1996. Solid waste transfer operations began in the building approximately 20 years ago. Prospective bidders should evaluate the size of the building and facilities, and proximity to major transportation arteries in order to evaluate the continuation of the prior solid waste (transfer station/materials recovery facility) use.

The northern half of the building consists of three separate disposal bays that were designed to accommodate an average of 2,000 tons per day of solid waste. The 31,000 square foot tipping floor is separated into 3 tipping areas by the former conveyor pits. Concrete pads were placed over the conveyor pits to prevent solid waste from spilling onto the conveyors.

In addition, the facility includes:

- An elevated scalehouse and 2 pit type scales (need to be recommissioned or replaced);
- Automatic fire suppression systems throughout the building (note that dry system on the tipping floor is not operational at this time). The current tenant is utilizing a 24/7 fire watch until the system is replaced;
- First floor maintenance bays (the center bay will be available to the Lessee, and the NJSEA will retain the two outer bays only), storage areas, boiler room and electric rooms;
- Second floor locker and break rooms;
- Third floor offices (the NJSEA retains approximately half of this third floor space);
- Substantial on-site queuing space, tractor trailer parking and separate employee parking areas;
- On-site sanitary holding tank.

The lease shall commence upon lease execution. The Lessee shall reimburse the NJSEA on the first of each month.

All responses as described herein shall be submitted to the Office of the Director of Solid Waste, New Jersey Sports & Exposition Authority, One DeKorte Park Plaza,

Lyndhurst, New Jersey 07071, no later than 11:00 A.M. on June 15, 2021. Three copies shall be submitted. The envelope must be clearly marked BID DOCUMENTS- NJSEA Transfer Station/Materials Recovery Facility Lease and contain the information as noted in the public notice .

A pre-bid conference will be held on May 18, 2021 at 10:00 A.M. on the tipping floor of the NJSEA Transfer Station/Materials Recovery Facility. This meeting is not mandatory.

The response shall be as specified herein and if made by an individual shall state his post office address and shall be signed. If made by a firm or partnership, it shall be signed by one or more partners. If made by a corporation, (joint venture, associated firms, etc.), it shall designate the role of each firm in the conduct of the proposed work, and designate a responsible signatory.

1.1 DEFINED TERMS

A901 – The Lessee is required to have an A901 disclosure approval from the State of New Jersey for any solid waste operations.

Acceptable Materials – The Transfer Station/Material Recovery Facility is permitted to accept NJDEP non-hazardous waste classifications: ID 10 (Municipal (household, commercial, and institutional); ID 13 (bulky waste); ID 13C (construction and demolition wastes); ID 23 (vegetative wastes); ID 25 (animal and food processing wastes); and ID 27 (dry industrial wastes). There are no restrictions as to the origin of this waste; however, the operator must be compliant with New Jersey solid waste flow orders. The facility is specifically not permitted to accept asbestos in any form/percentage, liquid wastes, sludges, or ash.

Addendum - Written instructions issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents.

Balers – The inactive baling units and conveyors have not been dismantled and are not part of this RFB.

Bid - The proposal of the Bidder submitted on the prescribed forms setting forth the prices for the Work to be performed.

Bidder - Any corporation, partnership, or individual who submits a bid for the Lease of the Facility as noted herein. This term is used interchangeably with Lessee.

Change Order - A document recommended by the NJSEA signed by the Lessee and the NJSEA, authorizing an addition, deletion or revision in the Work, an adjustment in the Contract Price, Time, and/or Conditions, and issued on or after the Effective Date of the Contract.

Contract - The written Contract between the NJSEA and the Lessee covering the Lease of the Facility. Other Contract Documents are attached to it and made a part thereof, as provided in the Contract.

Contract Term – Shall be as defined herein.

Commission - The New Jersey Sports & Exposition Authority.

Emergency generator – The building is equipped with an emergency generator that powers certain essential facility systems. The Lessee shall operate this on a weekly basis and maintain the unit in working order.

Fire Suppression System – The building is equipped with fire suppression (sprinkler) systems. A dry system covers the tipping floors and unheated areas. These must be made operational as soon as possible.

Hours of Operations - The Facility is permitted to accept waste from 6:00 am to 4:30 pm, Monday through Friday, and from 6:00 am to 3:30 pm on Saturdays. Material will be processed and loaded as soon as possible, but no later than 10:00 pm, Monday through Saturday.

Host Community Benefit – The host fee is broken down into two elements. The first is the acceptance, at no charge, of 100% of the waste delivered by the private contractor that is responsible for the municipal pick-up of North Arlington's waste. This benefit will begin upon the permitting of the transfer station/MRF by NJDEP.

The second element is the monetary per ton host fee benefit that is based on the total tonnage thru the transfer station, excluding tonnage delivered from the first element. This amount shall be negotiated between the Lessee and the host town after the bid has been awarded by the NJSEA. Historically, one sixth of the monetary per ton host fee agreed upon with North Arlington is then owed to the Town of Kearny as a host fee.

Lessee – The successful bidder the lease pursuant to this RFB.

Methane/Explosive Gas Detection System – The building is equipped with an explosive gas detection system which shall be operated and maintained by the Lessee. Should explosive gases be detected, the Lessee is responsible for the remediation of these gases in the context of sealing off and/or exhausting the building of these gases.

Minimum Bid – lease rental of \$550,000 per year as shown on the bid sheet. This lease amount shall increase by the CPI each year. The lessee may request a reduction in the minimum bid of \$50,000 per year for the first two years only. This reduction is to offset some of the capital repairs required in the building.

NJDEP – The New Jersey Department of Environmental Protection.

Owner - The New Jersey Sports & Exposition Authority.

Permit – Existing NJDEP Permit No.: TRP20001; Facility ID No.: 203153. The last effective permit is included as Appendix B of this document.

Permitted Area – The NJSEA Transfer/Materials Recovery Facility, located on a portion of Block 175, lot 1 and Block 177, lot 1. The permitted area consists of approximately 10 acres. See Appendix A for site plan.

Prevailing Wage - All construction work conducted under this Lease shall be subject to the Prevailing Wage Act, N.J.S.A 34:11-56.25 et seq.

Sanitary System – Sanitary wastes from the facility are directed to a pump station and then into a holding tank. The Lessee is responsible to arrange disposal with a private waste hauler for this material. Previously, this waste was hauled to the PVSC facility in Newark, NJ.

Term - The lease is for ten (10) full years of operation. At the conclusion of the initial term, there is a provision for one (5) year option.

Security Deposit – the Lessee shall provide a Security Deposit in the amount of three months rent prior to the start of operation of the Transfer/Materials Recovery Facility. This

money will be held by the NJSEA in an interest bearing account, which shall be returned to the Lessee at the end of the Contract term, less any damages.

Site Plan – See Appendix A.

Successful Bidder – Based on the NJSEA’s evaluation of all bids received, the qualified, responsible Bidder that proposes the highest lease payments to the NJSEA.

Transfer Station/Materials Recovery Facility – The permitted area as noted on the approved site plan (found in Appendix A), is located adjacent to the NJSEA 1-E Landfill.

Unleaded fuel tank – The NJSEA maintains a 2,000 gallon unleaded fuel tank on the property for State vehicle use only. This fueling area must be accessible at all times.

Utilities – The Lessee is responsible for the electric, oil, sanitary waste hauling and water utility charges for the facility. The NJSEA, however, will pay 25% of the oil and electric due to the partial use of office and maintenance bay areas.

Work - The scope of services and any other responsibilities of the Lessee pursuant to this Request.

2.0 CONTRACT DOCUMENTS

2.1 Complete sets of the Contract Documents may be obtained as designated in the Public Notice. These Documents shall be used in preparing the bids. Only firms who sign for and obtain the Contract Documents from the NJSEA shall be allowed to submit a Bid. The NJSEA assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Anyone interested in obtaining a set of documents must provide a contact person including a mailing address and email. This must be provided to ensure that all potential bidders receive all addenda.

2.2 The NJSEA shall make copies of the Contract Documents available on the above terms only for the purpose of obtaining bids on the work. The NJSEA does not confer a license or grant for any other use. The documents shall also be available on the NJSEA website.

3.0 EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

3.1 Before submitting a Bid, each Bidder should: (A) examine the Contract Documents thoroughly; (B) familiarize himself with site and local conditions that may in any manner affect cost, progress, or performance of the work; (C) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or use of the facility; and, (D) study and carefully correlate his own observations with the Contract Documents.

3.2 The building and land upon which the work shall be performed, rights-of-way for access thereto, and other lands designated for use by the Lessee in performing the work, are identified herein and in the attached Plans. All questions regarding the site plan or access shall be submitted in writing by the date specified herein.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this RFB and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4.0 INTERPRETATION AND ADDENDA

4.1 Should a Bidder find discrepancies or omissions in any of the Contract Documents, or should it be in doubt as to their meaning, it shall immediately notify the NJSEA in writing, identify the discrepancies or omissions, and request a clarification of the Document's intent. In order to allow the NJSEA sufficient time to address inquiries regarding the Contract Documents, all inquiries must be RECEIVED by the NJSEA no later than 4:00pm on June 1, 2021.

4.2 No interpretation of the Contract Documents will be made orally. All interpretation and supplemental instructions will be in the form of written addenda to the Contract Documents. Addenda will be mailed by registered mail (with return receipt requested) and emailed to all who have obtained copies of the Contract Documents. The NJSEA reserves the sole right to determine whether or not an extension of the bid date is necessary due to the nature of the inquiries.

4.3 Receipt of addenda must be acknowledged in the space provided for that purpose on the Bid Forms. Should a Bidder not acknowledge receipt of all addenda, it shall still be required to comply with said addenda.

4.4 All addenda shall become part of the Contract Documents and shall supersede the original Contract Documents. Subsequent addenda shall supersede previously issued addenda.

5.0 BID FORM AND SUBMISSION

5.1 Sealed bids must be submitted on the prescribed form. Telephone, facsimile or e-mail/electronic bids shall not be accepted.

5.2 The Bid Forms must be completed in ink or by typewriter. The bid price must be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used. Discrepancies between words and numerals will be resolved in favor of the words.

5.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The name and title of the signatory, the corporate address, and the state of incorporation shall be typed below the signature.

5.4 Bids by partnerships must be executed in the partnership name by a general partner, whose name, title, and official partnership address must be typed below the signature.

5.5 The mailing address, email address, and telephone number, for all communications regarding the Bid, must be provided.

5.6 Any Bidder who is not chartered under the laws of the State of New Jersey but is licensed to do business in the State of New Jersey must be submitted prior to award a certificate authorizing it to do business in the State of New Jersey. Refer to the Section entitled "BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY CONTRACTS - DEPARTMENT OF TREASURY - DIVISION OF REVENUE" of this RFB for additional information concerning this requirement.

5.7 Any Bidder who is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in the State of New Jersey, must submit prior to award a certificate authorizing it to do business in the State of New Jersey. Refer to the Section entitled "BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY CONTRACTS - DEPARTMENT OF TREASURY - DIVISION OF REVENUE" for additional information concerning this requirement.

5.8 Per N.J.S.A. 52:25-24.2, if the Bidder is a corporation or partnership, the Bidder shall complete the BIDDER'S DISCLOSURE FORM, setting forth the names and addresses of all its owners holding a ten (10) percent or greater interest in the corporation or partnership.

5.9 See the Section entitled "REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)" of this RFB for more detail concerning these requirements.

5.10 Any Bid may be withdrawn prior to the time for termination of receipt of bids specified in the ADVERTISEMENT FOR BIDS.

5.11 Refer to the SPECIFIC PROJECT REQUIREMENTS for additional information regarding the submission of the Bid.

6.0 RECEIPTS AND OPENING OF BIDS

6.1 To be considered valid, Bids must be received prior to the time specified herein. All Bids will then be opened and read aloud.

6.2 All Bidders agree the Bids shall remain open for 60 days after the day of opening, but the NJSEA may at its sole discretion, release any Bid and return the bid security prior to that date.

7.0 BID SECURITY

7.1 Each Bid must be accompanied by a bid security (in the form of a bid bond, issued by a surety licensed in the State of New Jersey; or a certified check, issued by a national bank or trust company) and payable to the order of the NJSEA, in the amount of five percent of the Bid, but not exceeding \$20,000.00. The bid bond must be executed by a company authorized to do business in the State of New Jersey.

7.2 The bid security shall be enclosed in the sealed envelope containing the Bid. The bid security will be held by the NJSEA as security for fulfillment of the Bidder's promises set forth in its Bid; that it will not withdraw its Bid while it is being considered, and will execute the Contract and furnish the required insurance certificates, if its Bid is accepted.

7.3 The successful Bidder, upon its failure or refusal to execute and deliver the Contract, insurance and bonds required within the time limits specified, shall forfeit the bid security deposited with its Bid. The forfeited bid security shall be credited towards the damages suffered; which shall be defined as the difference between the amount specified in the successful Bid and the amount for which the NJSEA may contract with another party to execute the lease (if the latter amount be in excess of the former) together with any additional expenses incurred by the NJSEA as a result of such Bidder's failure to enter into the contract; including, but not limited to, the expense for re-advertisement for bids and the processing of such bids. Any amount in excess of such damages shall be returned to the Bidder.

7.4 Except as specified above said bid security shall be returned to the Bidder as hereinafter provided. Bid security will be returned to all except the three highest Bidders within ten working days after the formal opening of Bids, and to the three highest Bidders within 5 working days after the successful Bidder and the NJSEA have executed the Contract. In the event that the Contract has not been awarded by the NJSEA within 60 days after the opening of the Bids, bid security will be returned promptly upon the demand of any Bidder who's Bid has not been accepted.

8.0 RIGHT TO REJECT, WAIVE, OR ACCEPT

8.1 The NJSEA reserves the right to reject any and/or all non-conforming, non-responsive, or conditional bids; to waive any informality in any Bid; and to accept any Bid deemed to be in the best interest of the NJSEA.

9.0 EVALUATION OF BIDS

9.1 The NJSEA may make such investigations, as it deems necessary to determine the ability of the Bidder to operate the facility; and the Bidder shall furnish all such information and data for this purpose as NJSEA may request. The NJSEA reserves the right to reject

any Bid if the evidence submitted by (or the investigation of) such Bidder fails to satisfy it that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. The Bidder shall demonstrate that they have at least three (3) years experience operating a solid waste transfer station.

9.2 In evaluating the Bids, the NJSEA shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements. Final determination will be at the sole discretion of the NJSEA and will be made after receipt of Bids.

9.3 The NJSEA may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work.

9.4 The NJSEA reserves the right to reject the Bid of any Bidder who does not pass these investigations to the satisfaction of the NJSEA.

9.5 If requested by the NJSEA, the three highest Bidders shall, within 10 days of such request, submit a financial statement prepared by a Certified Public Accountant.

10.0 AWARD AND SIGNING OF THE CONTRACT

10.1 Award of the Contract, if made, will be to the highest responsive Bidder whose Bid complies with the requirements stated herein, and whose evaluation indicates to the NJSEA that the award will be in the best interests of the NJSEA.

10.2 The NJSEA will award the Contract (or reject all bids) within 60 days from the bid opening date. If the NJSEA requests and the Bidders agree, the Bids may be held open for consideration for such longer time as may be agreed upon.

10.3 Upon award of the Contract by the NJSEA, three (3) copies of the Contract will be sent to the Successful Bidder. All three copies shall be signed by the Bidder and returned along with the required insurance documentation and security deposit. After acceptance of these documents, the NJSEA will execute the Contract and deliver two (2) fully signed copies of the Contract to the Lessee.

11.0 MATERIALS AND EQUIPMENT

11.1 All materials and equipment for the work shall be furnished by the Lessee unless otherwise specified. They shall conform to the Contract Documents and shall be from an acceptable source.

11.2 Where possible, preference shall be given to New Jersey manufacturers and/or suppliers.

12.0 BONDS AND INSURANCE

The attention of the Bidder is directed to the specific project requirements regarding the requirements for bonds and insurance. See Contract forms.

13.0 POWER –OF –ATTORNEY

Attorneys-in-fact, who sign bid bonds, must file with each bond a certified copy of their power-of-attorney to sign said bonds.

14.0 ASSIGNMENTS

The Lessee shall not assign the whole or any part of this Lease without prior written notice to and the written consent of the NJSEA.

15.0 APPLICABLE LAWS AND SAFETY REGULATIONS

15.1 The attention of the Bidders is especially directed to the provisions of Federal, State, County, and Municipal laws, statutes, and regulations that may apply to the work; including particularly all safety regulations. As required by the Permit, a fire control plan shall be filed with the local fire official. Particular note shall also be taken of those provisions affecting the Lessee or its employees in the prosecution of the work or its relation to any political subdivision or person. All pertinent laws, statutes, ordinances, and regulations shall be obeyed and complied with by the Lessee. Please note that the NJ Department of Community Affairs inspects the facility for compliance with the State Fire Code.

15.2 The Lessee shall comply with all provisions of Federal and New Jersey State Labor Laws.

15.3 The Lessee shall comply with all current requirements of the Federal Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596); and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

15.4 The Lessee shall also comply with all current requirements under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety regulations, Title 12 of the NJAC.

15.5 In accordance with generally accepted practices, the Lessee shall be solely and completely responsible for conditions in, on, or near the job site; including safety of all persons and property affected directly or indirectly by its operations during the lease term. This requirement will apply continuously 24 hours per day until completion of the term. It shall not be limited to normal working hours.

15.6 The duty of the NJSEA, to conduct review of the Lessee's performance does not include review of the adequacy of the Lessee's safety measures, in, on, or near the operations site.

15.7 The Lessee shall comply with all requirements of the International Building Code/New Jersey Edition for all facility operations.

16.0 OFFER OF GRATUITIES

16.1 No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other item of value of any kind to any State officer or employee or special State officer or employee, as defined by NJSA 52:13D-13b. and i.e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of NJSA 52:13D-13g.

16.2 The solicitation of any fee, commission, compensation, gift, gratuity or other item of value by any State officer or employee or special State officer or employee, from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

16.3 No vendor may directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee, having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

16.4 No vendor shall influence, attempt to influence, or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

16.5 No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee, or special State officer or employee, to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

16.6 The provisions cited above in paragraph 18.1 through 18.5 shall not be construed to prohibit a State officer or employee, or special State officer or employee, from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive commission on Ethical Standards may promulgate under paragraph 18.3.

17.0 SUBCONTRACTOR

17.1 A list of any proposed subcontractors shall be included with the Bid as required by the Bid Forms. The list shall contain a detailed description of the services to be provided by

each subcontractor. The list shall be accompanied by an experience statement for each subcontractor indicating each subcontractor's qualifications. If the NJSEA, after due investigation, has reasonable objection to any proposed subcontractor, the NJSEA may, before giving the notice of award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to said Bidder; but its declining to make such a substitution will not constitute grounds for sacrificing its bid security. Any subcontractor, to whom the NJSEA does not make a written objection prior to the giving of the notice of award, shall be deemed acceptable to the NJSEA.

17.2 No Lessee shall be required to employ any subcontractor against whom it has objection.

17.3 Should the Lessee propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor(s): (a) performance; (b) compliance with all the terms of the lease; and (c) compliance with the requirements of all applicable laws.

17.4 In no case shall the Lessee utilize a subcontractor(s) to perform in excess of 25 percent of the work.

18.0 CONTRACT DOCUMENTS

18.1 The information and requirements contained herein are neither inclusive nor exclusive, and the Bidder or Lessee shall make no claim for lack of notice because information requirements are stated elsewhere in the Contract Documents, but are not repeated herein.

18.2 The titles, headings, running headlines, and notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents; and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

19.0 BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY CONTRACTS - DEPARTMENT OF TREASURY - DIVISION OF REVENUE

19.1 Any Lessee or subcontractor entering into a contract with a State agency shall provide the following:

A. A Lessee shall provide proof of valid business registration with the Division of Revenue in the Department of the Treasury to any contracting State agency; no contract shall be entered into by any contracting State agency unless the Lessee first provides proof of valid business registration.

B. A subcontractor under any contract with a contracting State agency shall provide proof of valid business registration with the Division of Revenue to any Lessee; verification information shall be forwarded by the Lessee to the contracting State agency. No

subcontract shall be entered into by any Lessee under any contract with a contracting State agency unless the subcontractor first provides proof of valid business registration.

19.2 Registration information can be obtained a www.state.nj.us/treasury/revenue or by calling 609-292-1730.

20.0 REQUIREMENTS OF N.J.S.A. 19:44a-20.13.25 (FORMERLY EXECUTIVE ORDER 134)

20.1 In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFB.

20.2 Definitions – For the purpose of this section, the following shall be defined as follows:

A. Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Report Act.” P.L. 1973, c. 83 N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

B. Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state of foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

20.3 BREACH OF TERMS OF THE LEGISLATION

A. It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the

intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

20.4 CERTIFICATION AND DISCLOSURE REQUIREMENTS

A. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

B. Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required forms and instructions are attached, and are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

Effective December 7, 2009 the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form will require a “valid” FEIN in order to be processed. A current NJ Business Registration Certificate is also required from the Division of Revenue. Vendors that are sole proprietors can use their Social Security numbers, but must be registered to do business with the State of New Jersey, Business Registration. (e.g. consultants, therapist, individual land owners) Please verify all C.51/EO117 submittals indicate the contracted vendor name and proper corresponding FEIN/SS. To reiterate, having a NJ Business Registration Certificate is a prerequisite for any vendor entering into any type of business transaction with the State of New Jersey. The Chapter 51/EO117 review process will be able to run more efficiently by utilizing the vendor’s unique FEIN/SS and the State will have an added safeguard in place to insure businesses are legally registered. Information regarding business registration certificates can be found at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.htm>

C. Further, the Lessee is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

20.5 STATE TREASURER REVIEW

A. The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Lessee. If the State Treasurer determines that any contribution or action by the Lessee constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

Additional Disclosure Requirements of P.L. 2005, C.271

A. Lessee is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Lessee receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Lessee's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3531 or at www.elec.state.nj.us.

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY
BID**

TO: The New Jersey Sports & Exposition Authority (NJSEA)

This bid will not be accepted after 11:00 AM prevailing local time on, June 15, 2021 at which time all bids will be publicly opened and read. The bidder agrees that this bid will not be withdrawn for a period of 60 calendar days after the closing time for receipt of bids.

(Name of Firm Submitting Bid)

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATE	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following documents are included with this bid:

1. SCHEDULE OF BID PRICES
2. BID SECURITY
3. BIDDERS EXPERIENCE AFFIDAVIT
4. BIDDER'S DISCLOSURE FORM
5. BIDDER'S AFFIDAVIT OF AUTHORIZATION
6. MORAL INTEGRITY AFFIDAVIT
7. NON-COLLUSION AFFIDAVIT
8. SUBCONTRACTOR USE FORM
9. INFORMATION AND INSTRUCTIONS – "TWO-YEAR VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS" FORMS; PL 2005; CHAPTER 51 (SEE APPENDIX C)
10. VENDOR CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM; PL 2005; CHAPTER 271 (APPENDIX C)
11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (APPENDIX C)
12. MACBRIDE PRICIPALS FORM (APPENDIX C)

The following Bid is hereby made to the New Jersey Sports & Exposition Authority.

The undersigned hereby proposes and agrees to furnish all the labor, materials, equipment, tools, and services necessary for operations on the Leased Facility as specified herein.

The undersigned has examined the location of the proposed Work, the Site Plan, and all other Contract Documents, and is familiar with the local conditions at the proposed NJSEA Solid Waste Transfer Station/MRF. The bidder understands that information relative to any existing structures, apparent and latent conditions, and natural phenomena as furnished in the Contract Documents or by the NJSEA, carries no guarantee expressed or implied as to its completeness or accuracy, and has made all due allowances therefore.

The undersigned Bidder declares that this Bid is made without connection to any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous operation of the leased premises.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute the Contract, to furnish the required Bonds and Insurance Certificates, and to furnish all other information required by the Contract Documents within the time limits specified.

The undersigned understands that the NJSEA reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the NJSEA.

Final determination will be at the sole discretion of the NJSEA and will be made after receipt of Bids.

If this Bid shall be accepted by the NJSEA, and the undersigned shall fail to contract as aforesaid, the NJSEA shall be entitled to recover from the Bidder those monies as specified herein.

SCHEDULE OF BID PRICES

LEASE PAYMENT-

The minimum Lease Payment stipulated by the NJSEA shall be \$550,000 per year. The amount bid shall be paid to the NJSEA on a monthly basis and shall increase annually pursuant to the increases specified in the BID. For the optional period, the Bidder and the NJSEA shall negotiate the lease payment using the highest year's payment as the minimum.

BID

Annual Lease Payment:**

Year One*: \$ _____ **in words** _____

*** Year One commences upon execution**

The successful lessee shall be entitled to a credit of \$50,000 for years 1 and 2. This credit is accrued upon the satisfactory completion of the capital improvements specified herein.

** The initial lease payment will be increased annually for the ten (10) year term of the lease by the Consumer Price Index for All Urban Customers U.S. City Average- as published by the U.S. Department of Labor, Bureau of Labor Statistics. Please note that in the event of a negative CPI the rent will remain the same as the previous year.

The Lessee will be required to accept up to 100 tons per year of Type 13 waste from the NJSEA at no cost.

If a Corporation:

Name of Company _____

Business Address _____

Business Telephone Number _____

Business Email _____

Incorporated under the laws of the State of _____

Signature and Title of Bidder _____
(Signature)

(Typed Name)

(Title)

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Dated _____

(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Dated _____

Names and Addresses of Company Members:

(Use Additional Sheets if Necessary)

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

BID SECURITY

Name of President _____

Name of Secretary _____

Name of Treasurer _____

Dated _____

(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization:

Name of Company _____

Business Address _____

Business Telephone Number _____

Signature and Title of Bidder _____

(Signature)

(Typed Name)

(Typed Title)

Dated _____

Names and Addresses of Company Members:

(Use Additional Sheets if Necessary)

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

BID SECURITY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the NEW JERSEY SPORTS & EXPOSITION AUTHORITY (NJSEA) for the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns; effective on the latest date of signature at the end of the Contract.

The condition of the above obligations is such that whereas the Principal attached hereto and hereby made a part hereof to enter into the Contract.

NOW THEREFORE:

If said Bid shall be rejected; or in the alternate,

If said Bid shall be accepted and the Principal shall execute and deliver a contract on the Form of Contract attached hereto (properly completed in accordance with said Bid) the obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the NJSEA may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: _____
(Signature) (Typed Name)

DATE: _____
(Typed Address)

SURETY: _____
(Signature) (Typed Name)

(Typed Firm Name/Address)

SEAL

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

BIDDER'S EXPERIENCE AFFIDAVIT

Any businesses incorporated outside the State of New Jersey shall furnish prior to award a certificate proving they are authorized by the Secretary of the State of New Jersey to do business in the State of New Jersey.

The bidder shall list below, or on sheets to be attached, operating experience of at least three years at a transfer station/materials recovery facility as proposed in this Contract. The information required below shall include the name of the facility, name of the owner, contact, and telephone number. Additionally, the bidder shall provide names and contact information for regulatory personnel, and documentation as to any violations, Administrative Orders, etc. for their existing facility(ies). Bidders failing to furnish this information may be disqualified. This information will assist the NJSEA in evaluating the bidder's experience, skill, and business standing. All bidders must have a valid A-901 approval.

The undersigned is (an Individual) (a Partnership) (a Corporation) under the laws of the State of _____, having principal offices at _____.

(Signature)

(Typed Name)

Date: _____

(Typed Address)

BIDDER'S DISCLOSURE FORM

Each Bidder shall furnish below the names and home address of all stockholders of the corporation who own 10% or more of the stock of said corporation; or in case of a partnership, the Bidder is to furnish the names and addresses of all partners who have a 10% or greater interest in the partnership.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

BIDDER'S AFFIDAVIT OF AUTHORIZATION

State of _____

ss:

County of _____

(Name of Bidder), being duly sworn, deposes and says that:

he/she resides at _____;

he/she is the _____ (Title) who signed the Bid Forms for this Contract;

he/she is duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder; and,

all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

(Signature)

(Typed Name)

Subscribed and sworn to
before me this _____ day
of _____ 20__.

(Notary Public)

My commission expires _____, 20__

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

MORAL INTEGRITY AFFIDAVIT

State of _____

ss:

County of _____

I, _____
(Title)

(Name), the

of _____
sworn, depose and say that:

(Company), being first duly

The above named company has submitted a bid regarding this Contract to the New Jersey Sports & Exposition Authority;

The above named company wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports & Exposition Authority;

As of the day of signing this Affidavit, neither the above named company nor any of its owners, officers, or directors are involved in any Federal, State, or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (If none, so state):

Neither the Company nor any of its owners, officers, or directors have ever committed any violation of a Federal or State criminal or quasi-criminal statute except as follows: (If none, so state):

Neither the Company nor any of its owners, officers or directors have ever been suspended, disbarred or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies except as follows: (If none, so state):

Neither the Company nor any of its owners, officers or directors have ever been involved in any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years except as follows: (If applicable, set forth the nature and status of the investigation and, for any litigation the caption of the action, a brief description of the action, date of inception,

current status and, if applicable, disposition.) If none, so state):

The company is incorporation in the State of: .

If the answer to the above question is a state other than New Jersey, that the company has received from the Secretary of State of New Jersey a certificate authorizing it to conduct business in New Jersey.

He/she is personally acquainted with the operations of the company, has full knowledge of the factual basis comprising the contents of this Affidavit, and that the contents are true.

The names and home addresses of the principals, shareholders, and officers of the company and their ownership interest (shares owned and/or percent of Partnership) are as follows:

(Use additional sheet if required)

This Affidavit is made to the New Jersey Sports & Exposition Authority to accept the bid for the above referenced Contract, knowing that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained herein. The undersigned acknowledges there is a continuing obligation from the date of the affidavit to notify the NJSEA of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement in this affidavit, 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 with the NJSEA and that the NJSEA may declare any contract(s) resulting from this certification void and unenforceable.

(Signature)

(Typed Name)

Subscribed and sworn to
before me this _____ day
of _____ 20__.

(Notary Public)

My commission expires _____, 20__

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

I, _____ (Name), of the municipality of _____
in the County of _____ and the State of _____
being first duly sworn, depose and say that:

I am the _____ (Title) of the firm _____
the Bidder making the Bid for this Contract.

I execute the Bid with the full authority to do so.

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 bid for the lease of the NJSEA Transfer Facility/MRF.

All statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained in the Bid and this affidavit in awarding this Contract.

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

Subscribed and sworn to
before me this _____ day
of _____ 20__.

(Type or print name under signature)

(Notary Public)

My commission expires _____, 20__

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

SUBCONTRACTOR USE FORM

In accordance with the provisions of these Contract Documents, furnish below the company name, address, telephone number, and the name of contact person for each subcontractor to be used in the performance of the Work. Experience statements shall be attached hereto for each company. The list shall also contain a detailed description of the services to be provided by each subcontractor. Information provided in the "Letters of Intent" do not have to be repeated below.

NOTE: If no work will be subcontracted, indicate NONE.

**STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

LEASE CONTRACT

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA, the party of the first part, and:

hereinafter called the Lessee, the party of the second part.

WITNESSETH, that whereas the NJSEA intends to contract with a firm to operate, manage and maintain the Transfer Station/Materials Recovery Facility in accordance with the Contract Documents.

1.0 PARTS OF CONTRACT

The parties agree that the conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

- A. Advertisement for Bids
- B. Instructions to Bidders
- C. Bid
- D. Bid Forms
- E. Contract
- F. General Conditions
- G. Specific Project Requirements
- H. General Requirements
- I. Drawings
- J. Addenda
- K. Change Orders
- L. NJDEP Permit for the Operation of the NJSEA Transfer Station /MRF
 Issued to the Lessee

2.0 TERM OF LEASE

Work under this Contract shall be for a period of ten (10) years with one five (5) year option. The option to renew the Contract for an additional five-year period is at the NJSEA's sole discretion.

3.0 SUBCONTRACTORS

The Lessee agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual

relations between any subcontractor and the NJSEA. Relations between the Lessee and subcontractors are further defined herein.

4.0 WORK

The Lessee agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete all work required for the repair and operation of the NJSEA Transfer Station/MRF, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM No.	DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5.0 LESSEE'S RESPONSIBILITIES

The Lessee shall be responsible for all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided.

6.0 PAYMENTS

The Lessee shall pay the NJSEA a monthly equivalent of the annual rent as noted on the Bid Sheet. The Host Community Benefits with the exception of the tonnage disposal element shall be paid on a quarterly basis and shall be based upon the Host Community agreement reached between the Towns and the lessee. The tonnage disposal host benefit is as defined herein (see defined terms). The North Arlington tonnage for 2019 was 8745; tonnage for 2020 was 9496. Lease payments shall be made on or before the first day of each month for the upcoming month. Payments made after the 10th of the month shall be liable to a 1-½ % per month late payment fee retroactive to the first of the month.

A Security Deposit in the amount of 3 months rent shall be paid prior to the start of the contract term. This money will be held in an interest bearing account by the NJSEA and returned at the end of the Contract period less any monies owed to the NJSEA and/or due to damages to the Facility as described herein. As noted herein, the NJSEA can draw down the security deposit and the Lessee shall replenish the deposit to the original value. The Lessee is expected to return the Facility in the same or better condition as provided to the Lessee in 2021.

7.0 WAIVERS

Neither the inspection by the NJSEA nor any of its agents, nor any orders, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

8.0 INDEMNIFICATION

The Lessee shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the NJSEA and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or real property or tangible personal property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Contract.

9.0 LESSEE'S BANKRUPTCY

In the event of bankruptcy of the Lessee, the NJSEA shall use the security deposit to compensate for lost lease payments.

10.0 SUCCESSORS AND ASSIGNS

This Contract and all of the covenants hereof shall ensure to the benefit of and be binding upon the NJSEA and the Lessee respectively and its partners, successors, assigns and legal representatives. The Lessee shall not have the right to assign, transfer or sublet its interests or obligations hereunder without notice to and written consent of the NJSEA.

IN WITNESS THEREOF,

and the NJSEA have executed this Contract at the place and on the date immediately adjacent to their respective signatures.

FOR THE LESSEE:

(Witness)

(Typed Name of Firm)

(Date)

(Signature of Bidder)

(Typed Name of Bidder)

(Typed Title of Bidder)

FOR THE NJSEA:

(Witness)

Vincent Prieto, President

(Date)

GENERAL CONDITIONS

1.0 DEFINITIONS

Whenever used in these Contract Documents, the terms and abbreviations noted herein have the meanings indicated which are applicable to both the singular and plural thereof.

2.0 PRELIMINARY MATTERS

2.1 The Lessee shall deliver the executed Contract bonds, insurance certificates, and other documents as the Lessee may be required to furnish at the times required by the Contract Documents.

2.2 The Lessee shall start to perform the Work upon execution. No Work shall be performed without appropriate permits from entities with jurisdiction.

2.3 Before undertaking each part of the Work, the Lessee shall carefully study and familiarize themselves with the field conditions. The Lessee shall promptly report in writing to the NJSEA any conflict, error, or discrepancy that he may discover; and shall obtain a written interpretation or clarification from the NJSEA before proceeding with any Work affected thereby.

2.4 All receiving, processing, and transferring of solid waste shall be as described in the NJDEP permit.

2.5 This Contract is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (Public Law 87- 581, 87th Congress). No Lessee or subcontractor shall require or permit any employee to work in excess of eight hours in any calendar day or in excess of forty hours in any week; unless such employee receives compensation at a rate not less than one and one-half times his basic rate of pay for all such excess hours worked.

2.6 Although it is understood that the Lessee must be permitted to select the equipment that will provide him with the most economical rate of production, and to devise his work methods and schedules to expedite the completion of the Work; it is not intended that the Lessee will be permitted to use equipment or methods which may damage any part of the site or nearby properties, or conflict with any state or local laws.

2.7 The duties and obligations imposed by this Section (and the rights and remedies available hereunder to the parties hereto) are in addition to any rights and remedies available to the parties; whether imposed or available by applicable regulations or laws, or by special warranties, guarantees, or other provisions of the Contract Documents. This Section is not to be construed as limiting in any way the other rights and remedies outlined above. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

3.0 CONTRACT DOCUMENTS: INTENT, AMENDMENT, AND RE-USE

3.1 The Contract Documents comprise the entire Contract between the NJSEA and the Lessee concerning the Lease. The Contract Documents are complementary (what is called for by one is as binding as if called for by all). The Contract Documents will be construed in accordance with the law of the State of New Jersey.

3.2 It is the intent of the Contract Documents to describe a transfer/materials recovery facility to be operated in accordance with the Contract Documents and a NJDEP Operating Permit. Any Work, materials, or equipment that may reasonably be inferred as being necessary to produce the intended result shall be supplied whether or not specifically mentioned in the Documents. When words or phrases having a well-known technical or trade meaning are used to describe work, materials, or equipment; such words shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by the NJSEA, as needed.

3.3 Reference to standards, specifications, manuals, and/or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority (whether such reference be specific or implied), shall mean the latest standards, specifications, manuals, codes, laws, or regulations in effect at the time of bid opening, unless specifically stated otherwise in the Contract Documents. If the Lessee finds a conflict, error, ambiguity, or discrepancy within the Contract Documents (or between the Contract Documents and any of the above references during the performance of the Work; he shall immediately report it to the NJSEA in writing. Before proceeding with affected work, the Lessee shall obtain a written interpretation or clarification from the NJSEA.

3.4 Except as otherwise specifically stated therein, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- A. The provision of any such standard, specification, manual or code.
- B. The provision of any such laws or regulations applicable to the performance of the Work (unless such an interpretation would result in a violation of such law or regulation).

3.5 No provision of any such standard, specification, manual or code shall change the duties and responsibilities of the NJSEA, the Lessee, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision shall be effective to assign to the NJSEA, any duty or authority to supervise or direct the furnishing or performance of the Work, or any duty or authority to undertake responsibilities inconsistent with any other provision of the Contract Documents.

3.6 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory" or adjectives of like effect or import, are used to describe a requirement, direction, review, regarding the Work; it is intended that such requirement, direction, review or judgment will be solely to generally evaluate the completed Work for compliance with the Contract Documents.

3.7 The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work, or to modify the terms and conditions thereof, by a written Change Order signed by the parties.

3.8 Neither the Lessee, nor any subcontractor, supplier, organization, or other person performing or furnishing any of the Work, shall have or acquire any title to, or ownership rights in, any of the Contract Documents or copies thereof. They shall not reuse them on extensions of this, or any other project without the written consent of the NJSEA.

4.0 AVAILABILITY OF LANDS, REFERENCE POINTS, SUBSURFACE AND PHYSICAL CONDITIONS

4.1 The NJSEA shall furnish, as indicated in the Contract Documents, the lands upon which the Work shall be performed, rights-of-way and easements for access thereto, and such other lands designated for the use of the Lessee.

4.2 The Site Plan indicates the location of the Transfer/Materials Recovery Facility and parking areas.

4.3 Any information in the Contract is based on the best available data. The NJSEA shall not be responsible for the accuracy or completeness of any such information. The Lessee shall review and check all such information.

5.0 BONDS AND INSURANCE

Refer to the SPECIFIC PROJECT REQUIREMENTS for information regarding bonds and insurance.

6.0 LESSEE'S RESPONSIBILITIES

6.1 The Lessee shall be responsible for paying all NJDEP permitting and operational fees including all inspection fees associated with the facility. The Lessee shall also schedule and pay for all new utility connections and use of utilities required for the facility as noted herein.

6.2 The Lessee shall operate the facility in accordance with the Contract Documents. The Lessee shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work.

6.3 The Lessee shall provide at all times on the site, a competent, full-time, resident superintendent, who shall not be replaced without written notice to the NJSEA except under extraordinary circumstances. The superintendent shall be the Lessee's representative at the site and shall have the authority to act on behalf of the Lessee.

6.4 The Lessee shall be responsible for providing competent, suitably qualified personnel to operate the facility. The Lessee shall maintain good discipline and order at the site. The Lessee shall be responsible for removing any person from the site who appears to be

incompetent, unfaithful, disorderly, or otherwise unsatisfactory. The lessee is solely responsible for 24/7 security of the facility.

6.5 The Lessee shall be responsible for compliance with the provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581.

6.6 The Lessee shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The Lessee shall determine delivery availability for all items to be furnished and shall order all long-lead items as soon as possible after the award of the contract, to ensure delivery in time to complete the work in a timely fashion.

6.7 The Lessee shall be fully responsible to the NJSEA for all acts and omissions of his subcontractors, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJSEA, and any such subcontractor, supplier, organization, or other person.

6.8 The Lessee shall give all notices and comply with all laws and regulations applicable to repairing and operating the Transfer Station/MRF. If the Lessee performs any work that is contrary to such laws and/or regulations, he shall be responsible for all costs arising there from.

6.9 If the Lessee elects to remove, replace, or relocate any poles, utilities, or structures during the performance of the Work, the Lessee shall first obtain approval from the NJSEA, and then shall be responsible for making all the necessary arrangements and obtaining all the necessary permits and approvals.

6.10 The Lessee shall be responsible for all damages resulting from the performance or non-performance of the Work. Should any claim be made against the NJSEA as a result of the performance or non-performance of the Work, the Lessee shall indemnify the NJSEA against all claims.

6.11 The Lessee shall be responsible for initiating, maintaining, and supervising all safety programs and precautions regarding the Work. The Lessee shall comply with all applicable laws and regulations for the safety and protection of persons and property; and shall erect and maintain all necessary safeguards for such safety and protection. The Lessee shall remedy all damage, injury, or loss to any persons or property caused by the Lessee, or any of his subcontractors, suppliers, organizations, or other persons directly or indirectly employed by any of them. The Lessee's duties and responsibilities for safety and protection shall continue until the end of the lease term.

6.12 The Lessee shall be responsible for repairing any damage caused by his operations that could affect public health and safety, within four hours; or the NJSEA may have the repairs made by others at the expense of the Lessee. The Lessee shall repair all other damage expeditiously. Until such time as said other damage is repaired by the Lessee and approved by the NJSEA, twice the amount of the cost estimate for the repairs will be withheld from the Lessee's security deposit.

6.13 In the event of an emergency affecting the safety or protection of persons, the Work, the site, or adjacent property, the Lessee shall be responsible to act to prevent threatened damage, injury, or loss without special instruction or approval from the NJSEA.

6.14 The Lessee and his subcontractors shall protect the leased premises against any damage caused by the weather. If the NJSEA determines that any portion of leased premises has been damaged or injured by a failure on the part of the Lessee or his subcontractors to protect the leased premises, it shall be repaired, or removed and replaced, at the expense of the Lessee.

6.15 If the Work is defective, or the Lessee fails to supply sufficiently skilled workers, suitable materials or equipment, or fails to furnish or perform the Work in a manner, which will guarantee conformance with the Contract Documents, the NJSEA may order the Lessee to stop the Work until the cause for such order has been eliminated. However, this right of the NJSEA to stop the Work shall not give rise to any duty on the part of either to exercise this right for the benefit of the Lessee, or any other party.

6.16 The Lessee and his subcontractors shall comply with the New Jersey Prevailing Wage Act and all amendments thereto for any repair or replacement work on the leased building. This Act is hereby made part of these Contract Documents as if it were included herein, in its entirety.

6.17 The Lessee shall maintain books, records, and other documents pertinent to the performance of the Work, in accordance with accepted accounting procedures and practices. The New Jersey Department of Labor, the NJSEA, and/or any of their duly authorized representatives shall have access to such books, records, and other documents for the purpose of inspection, auditing, and copying. The Lessee shall provide proper facilities for such access and inspection, and agrees to the disclosure of all information and reports resulting from access of the above records to any of the above agencies. Records shall be maintained and made available until three years from the date of final lease payment. Records which relate to any dispute, appeal, litigation, or settlement of claims arising out of such performance (or costs or items to which an audit exception has been taken); shall be maintained and made available until three years after the date of the resolution of each dispute, appeal, litigation, claim, or exception.

6.18 The Lessee shall constantly give his personal attention to the faithful prosecution of the Work, and shall keep the Work under his personal control. The Lessee shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJSEA.

6.19 The Lessee shall take all necessary precautions to protect and preserve existing utilities, and improvements during all phases of the Work. The Lessee shall be solely responsible for any damage or disturbance of any existing utilities and improvements, and shall restore them to their original condition, at no cost to the NJSEA.

6.20 While performing the Work, the Lessee shall not encumber the premises with excess materials or equipment. At the completion of the Work, the Lessee shall remove all waste

and surplus materials, tools, equipment, and machinery; and shall restore the site to its original condition.

7.0 OTHER WORK

7.1 The NJSEA may perform other work by its own forces, have other work performed by other forces, or let other direct contracts for other work at the site. Presently, the following operations are on-going on the NJSEA 1-E site: landfill gas wellfield and flare operation; NJSEA Vegetative Waste Transfer Facility; the North Arlington Regional Police Qualification (Shooting) Range; and the salt storage area. This does not preclude work by others contracted through the NJSEA and/or others.

7.2 The Lessee shall afford the NJSEA, and other Lessees, a reasonable opportunity for the proper and safe access to the site. The Lessee shall properly connect and coordinate the work of others with the Work, as necessary. The Lessee shall not endanger any work of others; and will only alter the work of others with the written consent of the NJSEA and those who performed the work.

7.3 The Lessee is responsible for snow plowing to ensure access to the Transfer Station/MRF. The Lessee is also responsible for filling of potholes on the asphalt areas within the site plan of the leased area. The Lessee is also responsible for ensuring plowed and safe access to the aboveground gas tank used by the NJSEA.

8.0 TESTS AND INSPECTIONS, DEFECTIVE WORK

8.1 The NJSEA shall be allowed access to the facility for their observations, and inspections. The Lessee shall provide proper and safe conditions for such access.

8.2 The Lessee shall give the NJSEA timely notice of the readiness of the Work for all required observations, inspections. The NJSEA shall give the Lessee timely notice of any problems with the Work.

8.3 If any applicable laws or regulations require portions of the Work to be inspected, tested, or approved by others, the Lessee shall assume full responsibility therefore, pay all the costs in connection therewith, and furnish the NJSEA with the required certificates of inspection, testing, and approval. All major physical plant replacement work needs approval of the NJ Department of Community Affairs.

8.4 Neither observations by the NJSEA, nor inspections, testing, or approvals by others, shall relieve the Lessee from his obligation to perform the Work in accordance with the Contract Documents.

9.0 SUSPENSION OF WORK AND TERMINATION

9.1 The NJSEA may terminate the lease after giving the Lessee seven days written notice by Certified Mail, upon the occurrence of any one or more of the following events. Where the Lessee's services have been so terminated by the NJSEA, said termination shall not

affect any rights or remedies of the NJSEA against the Lessee existing at the time, or which may thereafter accrue.

9.2 If the Lessee commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code) now or hereafter in effect.

9.3 If the Lessee takes any equivalent or similar action by filing a petition or other notice under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

9.4 If a petition is filed against the Lessee under any chapter of the Bankruptcy Code now or hereafter in effect at the time of filing.

9.5 If a petition is filed seeking any such equivalent or similar relief against the Lessee under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

9.6 If the Lessee makes a general assignment for the benefit of creditors.

9.7 If a trustee, receiver, custodian, or agent of the Lessee is appointed under applicable law or contract, whose appointment or authority to take charge of the Lessee's property is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Lessee's creditors.

9.8 If the Lessee admits in writing an inability to pay his debts as they become due.

9.9 If the Lessee persistently fails to operate the Transfer Station/MRF in accordance with the Contract Documents: including but not limited to, failure to supply sufficiently skilled workers, suitable materials, or equipment, or if the Lessee violates the NJDEP Operating Permit without correcting the violation in a timely manner.

9.10 If the Lessee disregards any applicable laws or regulations.

9.11 If the Work to be performed under this Contract shall be abandoned by the Lessee. Abandonment shall mean that the Lessee has failed to perform any work on the Contract for a period of thirty consecutive calendar days.

9.12 If this Contract or any part thereof shall be assigned, transferred, or sublet without the previous notice to and written consent of the NJSEA.

9.13 If the Contract or any claim thereunder shall be assigned by the Lessee other than as herein specified.

9.14 If the Lessee fails to maintain insurance during the entire Contract term or fails to provide the NJSEA with proof of insurance upon request of the NJSEA.

9.15 If the Lessee otherwise violates in any substantial way any provisions of the Contract Documents.

9.16 In the event that the Lessee receives a notice from the NJSEA that work under this Contract is either suspended or terminated, the Lessee shall cease the acceptance of any additional materials and remove all processed and unprocessed material from the site within five (5) working days.

9.17 At the end of the Contract term, the Lessee shall surrender the NJSEA Transfer/Materials Recovery Facility site in good condition and repair and in accordance with all the provisions on this Contract and the applicable permit. The Lessee shall remove all equipment, materials, personal property and any remaining equipment within five (5) working days of the end of the Contract term, or termination of the Contract.

10.0 MISCELLANEOUS ITEMS

10.1 The address given on the Bid Form upon which this Contract is founded is hereby designated as the place to which notices, letters, and other communications to the Lessee shall be certified, mailed, or delivered. The delivering to said address or the depositing (in a postpaid wrapper with said address) in any mail box regularly maintained by the United States Postal Service of any notice, letter, or other communication to the Lessee shall be deemed sufficient service thereof upon the Lessee. The date of said service shall be the date of such delivery or mailing. The above-named address may be changed at any time by a written notice delivered to the NJSEA. Nothing herein contained shall be deemed to preclude or render inoperative, the service of any notice, letter, or other written communication upon the Lessee personally.

10.2 When any period of time is referenced in the Contract Documents by days, it will be computed to exclude the first, and include the last day of said period. If the last day of said period falls on a Saturday, Sunday, or a legal holiday observed by the NJSEA, it shall be omitted from the computation.

10.3 Should the NJSEA or the Lessee suffer injury or damage to persons or property, respectively, because of any error, omission, or act of the other party (or others for whose acts the other party is legally liable), a claim shall be made in writing to the other party within a reasonable time of the first observance of said injury or damage.

SECTION TWO: SPECIFIC CONTRACT REQUIREMENTS

The following Section refers to specific permit facility and property requirements that are part of this Contract.

1.0 FACILITY OPERATIONS

As noted above, there are numerous site improvements that are specific to the Transfer Station/Materials Recovery Facility. Many of these are included herein with a brief description. The bidder shall be responsible to apprise himself of the current status of each of these improvements.

1.1 Scalehouse

Adjacent to the tipping floor is an elevated scalehouse and two pit type scales. These units were last operated in March 2019. All computers and accessories in the scalehouse have been removed by the prior Lessee. It will be the responsibility of the Lessee to reactivate the scales, supply and install computers, software, miscellaneous scalehouse equipment, computer and/or electric lines and any other supplies necessary to reactivate the scales. The NJSEA makes no representations as to the operability of these scales. In addition, the tipping floor will need to be repaired prior to its reuse as a transfer station.

1.2 Fire Suppression Systems

There are two types of automatic fire suppression systems located throughout the building. The heated offices have the traditional wet/active system, while the unheated areas are dry systems that engaged when a sensor (sprinkler head) is activated. The dry system will require repairs and/or replacement as soon as possible.

1.3 Office and Maintenance Areas

The two larger/outer first floor maintenance bays on the south side of the building will be retained by the NJSEA. The Lessee will have the use and responsibility of the center bay, the first floor offices, storage areas, boiler room and electric rooms.

The second floor locker and break rooms are available exclusively to the Lessee; Approximately one-half of the third floor offices will be available to the Lessee (i.e., the NJSEA will retain approximately half this third floor space). No representation is made to the suitability of these spaces. If the office space is to be used the air conditioning units will have to be replaced. Likewise the tipping floor and office roof will need to be replaced by the Lessee within the first year of the lease.

1.4 Parking, Staging and Tarping Areas

All parking areas for employees (west side of the building), tractor trailer parking on the south side of the building, and staging areas on the north side of the building are for the exclusive use of the Lessee. If required the Lessee is permitted to construct a tarping rack for their use.

1.5 Sanitary Facilities

The facility has its own on-site sanitary holding tank. All sanitary and some facility wastewater are pumped to this 10,000 gallon storage tank located in the northwest corner of the property. Wastewater is gravity fed to a mid-point pump/lift station where redundant pumps discharge waste to the storage tank. (The mid-point station will require inspection and repair by the Lessee prior to start of Contract operations).

Wastewater was trucked to the Passaic Valley Sewage Commission (PVSC) in Newark, NJ for final treatment by the prior tenant. It is the Lessee's responsibility to ensure that wastewater is removed as required.

1.6 Heating, Ventilation and Air Conditioning

The following areas are climate controlled (heat and air conditioning): the first floor office; second floor break and locker rooms; third floor offices; scalehouse and offices/bathrooms beneath the scalehouse. In addition, the first floor storage rooms and equipment rooms are heated. The heating system is operational but as noted earlier the air conditioning systems will have to be replaced. The Lessee is responsible for 75% of the yearly cost of the heating oil and electricity.

The Lessee's cost for heating oil in 2019 was \$5000, and for electric \$26,250.00.

1.7 Explosive Gas (Methane) Detection System

The facility is equipped with an explosive gas sensing system and alarms. The Lessee shall be responsible to activate, maintain and operate this system at all times during the Lease period. Should explosive gases be detected, the Lessee is responsible for the remediation of these gases in the context of sealing off and/or exhausting the building of these gases.

1.8 Emergency Generator

The building is equipped with an emergency generator that powers certain essential facility systems. The emergency generator is automatically activated once each week for testing purposes. The Lessee shall operate this on a weekly basis and maintain the unit in working order.

1.9 Permitting

1.9.1 The Lessee shall be responsible for any NJDEP solid waste permits.

1.9.2 The NJSEA shall be responsible for any required revisions to the NJSEA Solid Waste Management Plan.

1.10 OTHER OPERATIONS

1.10.1 These following operations will operate independently from Lessee operations:

- Under separate contract, the NJSEA operates a Vegetative Waste Transfer Facility on top of the 1-E landfill.
- Under separate contract, the NJSEA leases land to a variety of tenants. None of these operations will conflict with the facility's operation. Likewise, the Lessee is expected to not conflict with the other tenants.

1.11 OFFICE SPACE

The Lessee will have access to offices on the first and third floors, as well as the locker and break rooms on the second floor, and the scalehouse and offices below the scalehouse. The Lessee may also locate trailers on the property, as approved by the NJSEA.

1.12 MISCELLANEOUS

1.12.1 Operations and Maintenance Manual

The Lessee shall develop an Operations and Maintenance Manual pursuant to NJDEP requirements for solid waste transfer station/ material recovery operations. This Manual shall address all facets of facility, site and operational controls.

1.12.2 Fire Control Plan

The Lessee shall develop a Fire Control Plan prior to operations and have the Plan approved by the North Arlington Fire Department.

1.13 TRANSFER STATION WASTE CONTROL

1.13.1 Acceptable Waste Types

Pursuant to the facility permit and NJDEP regulations, the Lessee shall have the responsibility to insure that the types of wastes brought to the Facility are consistent with the terms and conditions of the permit from the NJDEP. The Lessee shall provide to the NJSEA a copy of the Facility Monthly Reports on accepted waste.

1.13.2 Waste Control

The Lessee shall employ sufficient personnel to visually check the contents of open incoming trucks (e.g. open roll-offs) and the waste as it is dumped on the tipping floor of the transfer station.

1.13.3 Signage

The Lessee shall post at least one conspicuous sign at the entrance of the Facility specifying the types of wastes accepted as well as the wastes that are not accepted at the Facility. Directional and safety signs will also be required as described in the Lessee's Operations and Maintenance Manual and must be approved by the NJSEA prior to installation.

1.13.4 Unacceptable Waste Procedures

The Lessee shall notify the NJSEA immediately of any waste which it knows or has reason to know by virtue of its visual inspection or oral or written communication from any source that is not allowed to be disposed of at the Facility in accordance with this request. Lessee shall remove unacceptable waste in accordance with the facility permit.

1.13.5 Explosive, Flammable & Hazardous Wastes

The Lessee shall be responsible to notify all responsible agencies in the event that explosive, flammable, hazardous or other non-permitted waste types have entered the facility.

2.0 GENERAL

The Lessee shall also be responsible for the following:

2.1 The Lessee shall be responsible to apprise himself, and demonstrate knowledge of the New Jersey Department of Environmental Protection regulations regarding transfer stations and material recovery facilities. The adherence to the strict interpretation of the operating regulations will be the sole responsibility of the Lessee.

2.2 If necessary the Lessee shall coordinate his activities with those of other Lessees at the 1-E site with the NJSEA: No compensation shall be due to the Lessee for these activities.

2.3 Compliance with all applicable permits, plans or licenses issued by the State of New Jersey and any other governing agency including the NJDEP.

2.4 Compliance with all transfer station/materials recovery facility operational requirements as provided for by law and as may be amended from time to time, except as otherwise provided herein. The Commission will not indemnify nor hold the Lessee harmless. Under no circumstances shall any party fail to continue to operate the facility pursuant to their contractual obligations.

2.5 Any penalty imposed as result of the operation of the facility or failure to comply with applicable regulations shall be the responsibility of the Lessee. The Lessee shall indemnify, defend and save NJSEA harmless from all costs, fines, etc. in relation to all violations levied relative to the operation of the NJSEA Transfer/Materials Recovery

Facility. The Lessee shall not be liable for penalties imposed as a result of the actions of the NJSEA.

2.6 If the Lessee's failure to comply with State or other applicable regulations results in the need for remedial work on the site, the Lessee will be responsible for that remedial work.

2.7 Assume responsibility for hiring adequate personnel and maintaining a personnel level to properly, efficiently and safely operate the Transfer Station/Materials Recovery Facility as noted herein.

2.8 The Lessee shall be responsible for complete equipment overhaul and/or whatever is necessary to maintain the transfer station/material recovery facility and to satisfy contractual obligations. The NJSEA will contract for the heating oil supply and has an account for the site for the electric service.

2.9 Any proposed alterations, modifications, etc. to the facility, or offices must be reviewed by the New Jersey Department of Community Affairs (NJDEA) in Trenton.

2.10 The Lessee shall be responsible to handle, as necessary, waste which for any reason is determined by the NJSEA representatives and/or the Lessee to be unacceptable for transfer. This waste may be required to be reloaded into the hauler/generators vehicles. In the event that hazardous or suspected hazardous wastes are brought to or disposed at the facility, there shall be sufficient personnel trained to handle this material. Personnel shall be familiar with the use of all requisite safety equipment including, where applicable, safety suits, "Scott" air-packs, etc. A complete record of MSDS sheets of incoming wastes shall also be maintained by the Lessee. The Lessee's personnel shall also be responsible to notify all required agencies that a suspected or known hazardous waste has been brought/disposed at the facility.

2.11 All other Lessee's responsibilities described herein.

2.12 The repairs and operation of the overhead fire sprinkler system in the Transfer Station/Materials Recovery Facility building and the maintenance of the system to the complete satisfaction of the NJSEA fire insurance carrier. As noted, any major repairs or replacement must receive a permit from the NJDEA. The dry sprinkler system is not currently operational. As part of this lease this system shall be returned to full operation.

3.0 OPERATIONAL REQUIREMENTS

In addition to those requirements above, and as noted herein, the following are some operational requirements:

3.1 Odors associated with the solid waste operation shall not be detected off-site by sense of smell in any area of human use or occupancy. The Lessee shall take all precautions that the NJSEA and/or NJDEP deem necessary to control odors.

3.2 Noise levels shall meet all applicable OSHA and NJDEP standards. Non-audible (flashing lights) shall be used on all facility equipment, if necessary.

3.3 Control of insects other arthropods and rodents shall be affected by means of a program directed by a qualified applicator of pesticides in accordance with the New Jersey Pesticide Control Code N.J.A.C. 7:30-1.1 et seq.

3.4 The Facility will accept waste from 6:00 am to 4:30 pm, Monday through Friday, and from 6:00 am to 3:30 pm on Saturdays. Material will be processed and loaded as soon as possible, but no later than 10:00 pm, Monday through Saturday.

3.5 All other requirements noted in the NJDEP permit.

4.0 BONDS AND INSURANCE

4.1 BONDS: The Bonds shall be duly executed by the Lessee, as Principal, and by a surety company satisfactory to the NJSEA and licensed to do business under the laws of the State of New Jersey.

4.2 All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as Published in circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, United States Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

4.3 If the surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated, or it ceases to meet the requirements noted herein; the Contractor shall substitute another bond and surety acceptable to the NJSEA within ten working days of such declaration of insolvency, termination, or failure to meet the noted requirements.

4.4 The Contractor shall furnish the NJSEA with satisfactory proof that he has obtained the insurance described below from insurance companies or underwriters satisfactory to the NJSEA. The Contractor shall keep such insurance in force until each and every obligation assumed under the Contract shall be fully and satisfactorily performed. The NJSEA shall be named as additional insured under all the policies, except the Worker's Compensation Insurance.

4.5 The Contractor shall furnish to the NJSEA certificates for the following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified. Specific reference to the Contract shall be made in all policies.

4.6 COMPREHENSIVE GENERAL LIABILITY policy with a combined single limit of \$5,000,000 for bodily injury and property damage. This policy shall include coverage or "XCU" exposures and include complete operations coverage. The policy shall be endorsed to include the New Jersey Sports & Exposition Authority as an additional insured at the job location for the duration of the operation. The policy shall apply on a primary and non-

contributory basis with a waiver of subrogation in favor of New Jersey Sports & Exposition Authority.

4.7 CONTRACTOR'S VEHICLE LIABILITY INSURANCE, for "any auto/vehicle", whether owned, non-owned or hired for the duration of the contract for bodily injury/property damage with a combined single limit of one million dollars (\$1,000,000).

4.8 EXCESS LIABILITY INSURANCE, in the amount of five million dollars (\$5,000,000) is to be provided in addition to the above requirements.

4.9 WORKERS COMPENSATION INSURANCE, coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The Contractor shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Contractor's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the Contractor (and any subcontractors) shall also provide adequate employer's liability insurance for the protection of these employees. The policy shall apply a waiver of subrogation in favor of New Jersey Sports & Exposition Authority.

4.10 ENVIRONMENTAL LIABILITY INSURANCE – in the amount of five million dollars (\$5,000,000) for bodily injury/property damage. The policy form must accompany the certificate of insurance and the contract documents.

4.11 The Contractor shall not permit any subcontractor to commence work on his subcontract until all similar insurance (as listed above) required of the subcontractor has been obtained and approved. Copies of all Subcontractors certificates are to be forwarded to the NJSEA.

4.12 The contractor or its insurance company shall stipulate that the insurance will not be materially changed or canceled without giving at least thirty (30) days written notice to the NJSEA by certified mail.

5.0 NJSEA RIGHT TO DEDUCT MONIES

The Contractor shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages and costs from the security deposit resulting from:

5.1 Any defect, omission, or mistake of the Contractor or his employees, and the repairs of same, as determined by the NJSEA.

5.2 The sum of one thousand dollars (\$1000.00) for each and every calendar day that the Contractor shall be in default or for restoring the site hereby agreed to be proper and reasonable liquidated damages, which the NJSEA will suffer by reason of said default.

5.3 If the NJSEA deducts monies from the security deposit, the Lessee shall replenish the deducted amount within 45 days.

6.0 SITE SECURITY

The Lessee shall be responsible for all site security relating to the building and the grounds.

Appendix A

Site Plan

Appendix B

Current Facility Permit

RECEIVED

AUG 27 2020

T&M ASSOCIATES
MT. LAUREL, NJ



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Solid & Hazardous Waste

401 E. State Street

PO Box 420, Mail Code 401-02C

Trenton, New Jersey 08625

Tel: (609) 633-1418

Fax: (609) 984-0565

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

AUG 13 2020

Michael DiBella, CEO
Interstate Waste Services, Inc.
300 Frank Burr Blvd. Suite #39
Teaneck, NJ 07666

Re: Approval of Minor Technical Review for:
SAJO Transport, Inc.
North Arlington Borough, Bergen County
Facility ID No.: 203153
Permit No.: TRP20001

Dear Mr. DiBella:

The Bureau of Solid Waste Permitting is in receipt of your updated Operations and Maintenance Manual received March 18, 2020 that reflects the recent purchase of Apex Environmental Resource Holdings II LLC by The Action Environmental Group, Inc.

The Department has reached a final determination to approve your O&M Manual updates and re-issue the enclosed Solid Waste Facility Permit. The Permit Cover Documents have been revised to reflect the above changes.

If you have any questions concerning this matter, please contact Bianca Esposito of my staff by telephone at 609-984-3644, or by email at Bianca.Esposito@dep.nj.gov.

Sincerely,

Anthony Fontana, Chief
Bureau of Solid Waste Permitting

Enclosure

c: Tom Farrell, Chief, Bureau of Solid Waste Compliance and Enforcement
Gina Lugo, Supervisor, Bureau of Solid Waste Compliance and Enforcement, w/ enc.
Hansel F. Asmar, Health Officer, Bergen County Department of Health Services, w/ enc.
Richard Wierer, Director of Solid Waste, Bergen County Utilities Authority, w/ enc.
Ron Benson, Vice President of Engineering, IWS
A. Maxwell Peters, P.E., C.M.E, T&M Associates

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 633-1418
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CATHERINE R. McCABE
Commissioner

SOLID WASTE FACILITY PERMIT

Under the provisions of N.J.S.A. 13:1E et seq. known as the Solid Waste Management Act, this permit is hereby issued to:


SAJO TRANSPORT INC

Facility Type:	Solid Waste Transfer Station/MRF
Block & Lot Nos:	Block 175, Lot 1 and Block 177, Lot 1
Municipality:	North Arlington Borough
County:	Bergen
Facility ID No.:	203153
Permit No.:	TRP20001

This permit is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection.

This permit shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, floodway or flood hazard area, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979 or the Highlands Water Protection and Planning Act of 2004, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

March 28, 2016
Issuance Date


Anthony Fontana, Chief
Bureau of Solid Waste Permitting

August 13, 2020
Modification Date

March 28, 2021
Expiration Date

Scope of the Permit

This Permit, along with the referenced application documents herein specified, shall constitute the sole approval of solid waste facility operations for a solid waste transfer station and materials recovery facility by **SAJO TRANSPORT, INC. (SAJO)** located in North Arlington Borough, Bergen County. Any registration, approval or permit previously issued by the Division of Solid & Hazardous Waste or its predecessor agencies, for the specific activities described below and as conditioned herein, is hereby superseded.

Facility Description

The facility is owned by the New Jersey Sports and Exposition Authority (NJS&EA) but operated by **SAJO TRANSPORT, INC. (SAJO)** through a lease agreement. SAJO is a wholly owned subsidiary of Apex Environmental Resources Holdings, LLC. Interstate Waste Services Inc. owns 100% of the stock of The Action Environmental Group Inc. and its subsidiaries, including but not limited to Apex Environmental Resource Holdings II LLC, and its subsidiaries. The facility is located at 100 Baler Boulevard in North Arlington Borough, Bergen County.

The facility is authorized to accept and process solid waste types ID 10, 13, 13C, 23, 25, and 27 Monday through Friday from 6:00 a.m. to 4:30 p.m., and Saturday from 6:00 a.m. to 3:30 p.m. The facility may process and load waste from 6:00 a.m. until 10 p.m. Monday through Saturday. The facility is authorized to accept a maximum of 2,750 tons per day of material during the hours noted herein. The facility will not exceed the weekly maximum tonnage of 12,000 tons.

The facility is authorized to offload incoming solid waste shipments onto the tipping floor inside of the building. The waste is loaded into either transfer trailers and/or intermodal containers using a front-end loader for shipment to acceptable offsite disposal facilities. No solid waste will remain at the facility for more than twenty-four (24) hours.

The facility is authorized to recover metals, wood, and cardboard from the solid waste received at the transfer station. The facility is currently not recovering recyclable materials. When such materials are recovered, they will be stored in containers until shipment to recycling centers or final market destinations.

Stormwater is collected through catch basins located on site and directed to storm sewers located on the main access road, which leads to Belleville Turnpike (Route 7). Washdown water from the tipping floor is directed to the two former Baler conveyor pits, which are equipped with automatic sump pumps which discharge to the on-site 10,000 gallon holding tank. Washdown water and septic wastes are stored until hauled away to the Passaic Valley Sewage Authority in Newark, New Jersey.

The facility is equipped with roof mounted dust collection units that are permitted by the Department's Division of Air Quality. There are six units on the roof.

The building has an automated sprinkler system throughout, which is designed to protect the roof and the steel supporting structure for the roof. This system is not designed to extinguish fires on the tipping floor. Dry chemical fire extinguishers are located at various locations within the tipping floor to assist with these fires.

This permit does not convey any property rights of any sort, or any exclusive privilege. Failure to comply with all conditions specified herein may result in revocation of this permit and/or may result in such other regulatory or legal actions, which the Department is authorized by law to institute.

August 13, 2020: This permit has been modified to reflect the recent purchase of Apex Environmental Resource Holdings II LLC by The Action Environmental Group, Inc. A revised O&M Manual and updated Solid Waste Application Form are included.

Approved Application, Drawings and Associated Documents

The owner shall construct and operate the solid waste facility in accordance with N.J.A.C. 7:26-1 *et seq.*, the conditions of this permit, and the following documents:

1. The Solid Waste Facility Application Form, Sajo Transport, Inc. for transfer of ownership dated February 2020.
2. Operation and Maintenance Manual for the Sajo Transport, Inc. Transfer Station/Materials Recovery Facility, North Arlington, NJ, Operator Transfer, revised February 2020.
3. The Lease Agreement Certification signed by ESI and the New Jersey Sports & Exposition Authority (formerly known as the New Jersey Meadowlands Commission) on January 29, 2014, enclosed in an email to the Division of Solid and Hazardous Waste dated January 31, 2014 when ESI acquired 100% of Sajo Transport, Inc. stock.
4. A Binder entitled: "Sajo Transport Inc., NJDEP Facility # 203153, 100 Baler Boulevard, North Arlington, NJ 2015 Solid Waste Facility Permit Renewal", dated June 2015. The binder includes among others the following relevant documents:
 - a. Sajo Transport Inc. Transfer Station/Materials Recovery Facility, 100 Baler Boulevard, North Arlington, NJ, Owned by NJ Sports & Exposition Authority, One Dekorte Plaza, Lyndhurst NJ, 2015 Solid Waste Facility Permit Renewal, Engineering Report, dated May 2015.
 - b. Environmental Impact Statement, Executive Summary, 2015 Solid Waste Facility Permit Renewal, Sajo Transport, Inc., 100 Baler Boulevard, North Arlington, NJ, dated May 2015.
5. Drawing entitled Site Plan, signed and sealed by Thomas R. Marturano, P.E., NJ License No. 29537, dated 9/21/99.
6. Drawing entitled Floor Plan, signed and sealed by Thomas R. Marturano, P.E., NJ License No. 29537, dated 10/18/01.

7. The following drawing, signed and sealed by Michael Baker III, P.E., NJ License No. 13385– Sheet A3, Building Elevations, with latest revision date on 10/18/01.
8. The following drawing, signed and sealed by David W. Munion, P.E., NJ License No. 32490 dated 12/19/08, the Transfer Facility – Final Traffic Flow Plan.
9. Authorization and Consent from the New Jersey Sports & Exposition Authority (formerly known as the New Jersey Meadowlands Commission) to Sajo Transport to use and reliance on any and all documents, drawings, and information submitted to the Department, dated March 26, 2010.
10. Letter to the Bureau of Solid Waste Permitting from Michael Mastrangelo, Vice President, SAJO Transport, Inc., dated April 11, 2019, RE: Additional staging area for empty and loaded rail containers and/or trailers.
11. Letter to the Bureau of Solid Waste Permitting from Maxwell Peters, T&M Associates, dated March 12, 2020, RE: Recent purchase of Apex Environmental Resource Holdings II LLC by The Action Environmental Group, Inc.

In case of conflict, the provisions of N.J.A.C. 7:26-1 *et seq.* shall have precedence over the conditions of this permit, and the conditions of this permit shall have precedence over plans and specifications listed above.

Attachment

The conditions of this permit are found in the attached document entitled “Sajo Transport, Inc., 203153, TRP20001 SW Transfer Station Permit – Minor Technical Review Requirements Report”.

SAJO TRANSPORT INC
203153 TRP200001 SW Transfer Station Permit -Minor Technical Review
Requirements Report

Subject Item: PI 203153 -

1. The permittee shall operate the facility in compliance with the requirements of N.J.A.C. 7:26-2.11. [N.J.A.C. 7:26- 2.8(i)]
2. The permittee shall operate the facility in conformance with all of the conditions, restrictions, requirements and any other provisions set forth in this permit. [N.J.A.C. 7:26- 2.8(j)]
3. Except for minor modifications as set forth at N.J.A.C. 7:26-2.6(d), the permittee shall not modify, revise or otherwise change any condition of this permit without prior written approval of the Department. [N.J.A.C. 7:26- 2.8(k)]
4. If the permittee wishes to continue the operation of this facility after the expiration date of this permit, the permittee shall apply for permit renewal at least 90 days prior to the expiration date of this permit, and the facility must be included in the District Solid Waste Management Plan at the time of such application. [N.J.A.C. 7:26- 2.7(b)1]
5. The conditions of this permit shall continue in force beyond the expiration date of this permit pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-11, until the effective date of a new permit if the permittee has submitted a timely and complete application for a renewal permit at least 90 days prior to the expiration of this permit and the Department, through no fault of the permittee, does not issue a new permit with an effective date on or before the expiration date of this permit, due to time or resource constraints. [N.J.A.C. 7:26- 2.7(c)]
6. Permits continued under the Administrative Procedure Act remain fully effective and enforceable. If the Permittee is not in compliance with any one of the conditions of the expiring or expired permit, the Department may choose to: Initiate enforcement action based on the permit which has been continued; Issue a notice of intent to deny the new permit under N.J.A.C. 7:26-2.4. If the permit is denied, the permittee would then be required to cease activities and operations authorized by the continued permit or be subject to an enforcement action for operating without a permit; Issue a new permit under N.J.A.C. 7:26-2.4 with appropriate conditions; or take such other actions as are authorized by N.J.A.C. 7:26-1 et seq. or the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. [N.J.A.C. 7:26- 2.7(d)]
7. Should the Department determine that the facility is operating in an environmentally unsound manner in accordance with N.J.A.C. 7:26-2.8(p) the permittee shall: Within 90 days of notification by the Department, submit a plan to close or environmentally upgrade the facility in conformance with the applicable standards, as determined by the Department and set forth in N.J.A.C. 7:26-1 et seq.; Within 90 days of receipt of written approval by the Department of the submitted plan, begin to close or construct the environmental upgrading at the facility; and Within one year of receipt of written approval by the Department of the submitted plan, complete closure or construction of the environmental upgrading at the facility. [N.J.A.C. 7:26- 2.8(p)]
8. A one time extension of the compliance schedule established by N.J.A.C. 7:26-2.8(p) shall be granted by the Department provided the permittee demonstrates that it has made a good faith effort to meet the schedule. [N.J.A.C. 7:26- 2.8(q)]
9. Should the environmental upgrading required pursuant to N.J.A.C. 7:26-2.8(p) not be completed or should continued operations be determined by the Department to be environmentally unsound despite the implementation of the plan approved pursuant to N.J.A.C. 7:26-2.8(p), the facility shall temporarily or permanently cease operations and close or enter into receivership, as provided for in N.J.S.A. 13:1E-9, for that period of time necessary to rectify the environmentally unsound conditions. [N.J.A.C. 7:26- 2.8(r)]

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10. If cause exists, the Department may modify, or revoke and reissue this permit, subject to the limitations of N.J.A.C. 7:26-2.6, and may require the permittee to submit an updated or new application in accordance with N.J.A.C. 7:26-2.6(e), if appropriate. [N.J.A.C. 7:26- 2.6(a)1]
11. The Department may modify or, alternatively, revoke and reissue this permit if cause exists for termination under N.J.A.C. 7:26-2.6(c) and the Department determines that modification or revocation and reissuance is appropriate. [N.J.A.C. 7:26- 2.6(b)]
12. Upon the request of the permittee, an interested party or for good cause, the Department may make certain minor modifications to a permit without issuing a tentative approval, providing public notice thereof or holding a public hearing thereon. [N.J.A.C. 7:26- 2.6(d)]
13. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, the permittee shall promptly submit such facts or information. [N.J.A.C. 7:26- 2]
14. All completed registration statements submitted by the permittee shall be signed as specified at N.J.A.C. 7:26-2.4(e)1. [N.J.A.C. 7:26- 2.4(e)1]
15. All engineering designs and reports, the environmental and health impact statement, other information requested as "Addendums" by the Department pursuant to N.J.A.C. 7:26-2.4(f) and (g)4 and documents required to be submitted pursuant to N.J.A.C. 7:26-2.9 and 2.10, submitted on behalf of the permittee, shall be signed by a person described in N.J.A.C. 7:26-2.4(e)1 or by a duly authorized representative of that person, as specified at N.J.A.C. 7:26-2.4(e)2. [N.J.A.C. 7:26- 2.4(e)2]
16. Any person signing a registration statement, engineering design or report, environmental and health impact statement or addendum mentioned in N.J.A.C. 7:26-2.4(e)1 or (e)2, submitted on behalf of the permittee, shall make the certification specified at N.J.A.C. 7:26-2.4(e)3. [N.J.A.C. 7:26- 2.4(e)3]
17. The permittee shall not transfer ownership of the permit without receiving prior written approval of the Department, in accordance with N.J.A.C. 7:26-2.7(e). [N.J.A.C. 7:26- 2.8(l)]
18. A written request for permission to allow any transfer of ownership or operational control of the facility must be received by the Department at least 180 days in advance of the proposed transfer. The request for approval shall include all of the information required by N.J.A.C. 7:26-2.7(e)1i-iv. [N.J.A.C. 7:26- 2.7(e)1]
19. A new owner or operator may commence operations at the facility only after the existing permit has been revoked and a permit is issued pursuant to N.J.A.C. 7:26-2.4. [N.J.A.C. 7:26- 2.7(e)2]
20. During a transfer of ownership, the permittee of record remains liable for ensuring compliance with all conditions of the permit unless and until the existing permit is revoked and a new permit is issued in the name of the new owner or operator. [N.J.A.C. 7:26- 2.7(e)3]
21. Compliance with the transfer requirements set forth in N.J.A.C. 7:26-2.7 shall not relieve the permittee from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26- 2.7(e)4]
22. Prior to May 1 of each calendar year the permittee shall submit to the Department a statement updating the information contained in the permittee's initial registration statement. This update shall be on forms furnished by the Department. In no case shall submission of an updated statement alter conditions of this permit. [N.J.A.C. 7:26- 2.8(b)]

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23. The permittee shall notify the Department in writing within 30 days of any change in the information set forth in the permittee's current registration statement. [N.J.A.C. 7:26- 2.8(c)]
24. Failure of the permittee to submit an updated registration statement and to submit all applicable fees, required by N.J.A.C. 7:26-4, on or before July 1 of each calendar year shall be sufficient cause for the Department to revoke this permit or take such other enforcement action as is appropriate. [N.J.A.C. 7:26- 2.8(d)]
25. The permittee shall maintain a daily record of wastes received. The record shall include the information specified at N.J.A.C. 7:26-2.13(a). [N.J.A.C. 7:26- 2.13(a)]
26. The daily record shall be maintained, shall be kept, and shall be available for inspection in accordance with N.J.A.C. 7:26-2.13(b). [N.J.A.C. 7:26- 2.13(b)]
27. The permittee shall verify, retain and make available for inspection a waste origin/disposal (O and D) form for each load of solid waste received in accordance with N.J.A.C. 7:26-2.13(c). [N.J.A.C. 7:26- 2.13(c)]
28. The permittee shall submit monthly summaries of wastes received to the Division of Solid and Hazardous Waste, Bureau of Planning and Licensing and the Solid Waste Coordinator for the District where the facility is located, on forms provided by the Department (or duplication of same), no later than 20 days after the last day of each month. The monthly summaries shall include the information specified at N.J.A.C. 7:26-2.13(e). [N.J.A.C. 7:26- 2.13(e)]
29. Upon request by the Department, the permittee shall submit, in such form as the Department may deem appropriate, information concerning the sources of wastes received and the transportation or disposal patterns associated with such wastes. [N.J.A.C. 7:26- 6.4]
30. The permittee shall operate the facility in compliance with any applicable district solid waste management plan(s) as well as any amendments to and/or approved administrative actions concerning such plan(s). Should the permittee fail to comply with any applicable district solid waste management plan(s) as well as any amendment to or approved administrative actions concerning such plan(s), the permittee shall be deemed in violation of N.J.S.A. 13:1E-1 et seq. and N.J.A.C. 7:26-1 et seq. and shall be subject to applicable penalties provided thereunder, and any other applicable laws or regulations. [N.J.A.C. 7:26- 6.12(b)]
31. The permittee and/or facility operator shall report to the Department and the Attorney General within 30 days any changes or additions in the information required to be included in the disclosure statement, as specified at N.J.A.C. 7:26-16.6 [N.J.A.C. 7:26-16.6(b)]
32. The permittee and/or facility operator shall report any other changes in the information contained in the permittee's disclosure statement currently on file with the Department and the Attorney General in an annual update to be filed with the Department at the time of the permittee's annual renewal of its registration with the Department, as specified at N.J.A.C. 7:26-16.6 [N.J.A.C. 7:26-16.6(c)]
33. The issuance of this permit shall not exempt the permittee from obtaining all other permits or approvals required by law or regulations. [N.J.A.C. 7:26- 2.8(h)]

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34. The permittee shall inspect each incoming waste load in accordance with the Waste Control, Inspection, and Recyclables Plan included as part of the approved final operations and maintenance manual, or in accordance with any other approved facility operating plan as appropriate. Such inspections shall be performed to identify the incidence of designated recyclable materials that may be mandated to be source separated by the District Recycling Plan applicable to the point of origin of the waste load. The permittee shall consult with each county recycling coordinator for the facility's service area on a quarterly basis to review those recyclable materials that are designated by each county to be source separated pursuant to N.J.S.A. 13:1E-99.13(b)2. The Waste Control, Inspection, and Recyclables Plan or other approved facility operating plan as appropriate, shall be updated accordingly. Should any designated recyclable materials be detected in a delivered waste load, the appropriate county recycling coordinator shall be notified in writing. The permittee shall maintain a copy of each such notification at the facility. Whenever possible, the generator who failed to source separate the recyclable materials shall also be identified and reported to the county recycling coordinator. [N.J.A.C. 7:26- 2.10(b)9vii]
35. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26- 2.11(b)9]

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36. The permittee shall operate the facility, and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26-1 et seq., the conditions of this permit, and the referenced permit application documents. [N.J.A.C. 7:26-2.11(b)9]
37. The facility shall comply with the additional operational, maintenance, inspection and monitoring requirements for transfer stations and material recovery facilities as provided at N.J.A.C. 7:26-2B.9. [N.J.A.C. 7:26-2B.9]
38. In case of conflict, the provisions N.J.A.C. 7:26-1 et seq. shall have precedence over the conditions of this permit, the conditions of this permit shall have precedence over the SWF permit application documents, and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26-2.11(b)9]
39. One complete set of the approved referenced permit application documents, this Solid Waste Facility Permit, and all records, reports and plans as may be required pursuant to this permit shall be kept on-site and shall be available for inspection by authorized representatives of the Department upon presentation of credentials. [N.J.A.C. 7:26-2.11(b)9]

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40. The permittee is authorized to accept waste types 10, 13, 13C, 23, 25 and 27. The permittee is not authorized to accept any other type or description of solid waste as defined at N.J.A.C. 7:26-2.13(g) and (h), regulated medical waste as defined at N.J.A.C. 7:26-3A.6(a), or hazardous waste as defined at 40 CFR 261.3. [N.J.A.C. 7:26-2.11(b)9]

41. The permittee shall not accept more than 12,000 tons of solid waste (which material shall include solid waste and/or recyclable material) per week and shall not accept more than 2,750 tons of solid waste (which material shall include solid waste and/or recyclable material) on any given day. The solid waste shall be deposited only in those areas within the building which have been specifically identified in the approved design design drawings for such purposes. The permittee shall process the amount of solid waste received by the end of each operating day. No solid waste shall remain on the tipping floor overnight.

The permittee may stage loaded transfer trailers or intermodal containers inside the transfer station building when logistically possible. The facility may accept waste and stage trailers or intermodal containers in the building at the same time. The trailers or intermodal containers will be staged in Bays 1&2 or 5&6, and waste will be accepted in Bays 3&4. If for some reason additional bays are needed for incoming waste then the staged trailers or intermodal containers may be moved to the other designated staging areas. Any loaded transfer trailer or intermodal container remaining at the facility at the end of the day must be kept inside the transfer station building with the doors closed and the air pollution control system on. [N.J.A.C. 7:26- 2.11(b)10]

42. The permittee shall accept waste at the facility in accordance with the following schedules: Monday through Friday from 6:00 a.m. to 4:30 p.m. and from 6:00 a.m. to 3:30 p.m. on Saturday. [N.J.A.C. 7:26- 2.10(b)9i]

43. The permittee shall process waste at the facility in accordance with the following schedules: Monday through Saturday from 6:00 a.m. to 10:00 p.m. [N.J.A.C. 7:26- 2.10(b)9i]

44. The permittee shall schedule the waste deliveries to the facility in such a manner as to minimize truck queuing on the facility property. The permittee shall stage vehicles in accordance with the queuing plan provided in the permit application. [N.J.A.C. 7:26-2B.9(e)]

45. Under no circumstances shall delivery trucks, intermodal containers, and/or transfer trailers accessing or exiting the facility be allowed to park or queue on any public road. The permittee shall post at the facility, and provide to users of the facility, a copy of the traffic routes identified in the October 1, 2012 amendment to the New Jersey Sports and Exposition Authority District Solid Waste Management Plan. [N.J.A.C. 7:26- 2B.9(d)]

46. In the event of a facility outage or other significant malfunction which would result in the facility's inability to process waste at a rate equal to or exceeding the rate of incoming waste, the operator shall immediately report such situation or event to the Department's Hotline at 1-877- 927-6337. [N.J.A.C. 7:26- 2.10(b)9v]

47. The permittee may conduct materials recovery operations as follows. The permittee shall only extract metals, wood and cardboard from the waste stream in accordance with the referenced permit application documents. All recovered materials shall be stored in containers as depicted on the referenced drawings of the permit application documents, pending transportation to a recycling center or final market destination. [N.J.A.C. 7:26-2B.5(d)4]

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48. The permittee shall not accept any waste load from a commercial or institutional generator for recovery of designated recyclable materials mandated to be source separated at the point of origin unless the facility has received documentation from the generator that the generator's municipality has granted the generator an exemption from the requirement to source separate the designated recyclable materials from the solid waste stream. The permittee shall maintain a copy of each such documentation of exemption at the facility. Additionally, for each such commercial or institutional generator from which the permittee accepts a waste load for recovery of designated recyclable materials, the permittee shall provide reports to the generator's municipality, annually or as otherwise requested by the municipality, identifying the generator, the quantity (in tons) of the waste loads received from the generator and the quantity (in tons) of each of the designated recyclable materials actually recovered from those waste loads. [N.J.A.C. 7:26-2.11(b)9]
49. The permittee shall maintain contracts or letters of agreement with end markets, manufacturers and approved recycling centers for the disposition of all recovered materials. The permittee shall notify the Department within one week of changes in the status of existing contracts or the addition of any new contracts or letters for the disposition of recovered materials. Such notice shall include documentation of the changed status or a copy of the new contract or letter of agreement. [N.J.A.C. 7:26-2.9(c)4iii]
50. The permittee shall maintain the air pollution control equipment for the facility. The air pollution control system's filters shall be replaced in accordance with the manufacturer's standard operating procedures. The air pollution control system shall be turned on and functioning properly when solid waste is stored and/or processed within the building. [N.J.A.C. 7:26-2.11(b)6]

APPENDIX C

ADDITIONAL BID DOCUMENTS



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE
MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

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

Signature

Date

Print Name and Title



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230**

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271**

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary</i>			

CERTIFICATION

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

Signature

Date

Print Name and Title

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor’s type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

- ☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.