

BOROUGH OF ELMWOOD PARK

UNIFORM BID SPECIFICATIONS

**SOLID WASTE
COLLECTION/DISPOSAL SERVICE**

BID RELEASED BY
THE BOROUGH OF ELMWOOD PARK
182 MARKET STREET
ELMWOOD PARK, NJ 07407

ADVERTISEMENT DATE: Monday, December 30th, 2019

RETURN DATE : Wednesday, March 11th, 2020

BOROUGH OF ELMWOOD PARK
COUNTY OF BERGEN
STATE OF NEW JERSEY

SPECIFICATIONS AND CONTRACT DOCUMENTS

SOLID WASTE MATERIALS
COLLECTION, TRANSPORTATION AND/OR DISPOSAL SERVICES

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Mayor
Council President
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember
Municipal Clerk
Public Works Director

The bid document is divided into three (3) sections.

Section I contains the General Specifications for the collection, transportation and/or disposal of solid waste materials.

Section II contains the Specific Specifications and Price Pages for the Borough of Elmwood Park.

Section III contains the documents and forms that shall be submitted with the bid proposal.

**THROUGH OUT THIS ENTIRE DOCUMENT THE TERM
"CONTRACTING UNIT" AND/OR "BOROUGH" REFERS
SPECIFICALLY, TO THE
BOROUGH OF ELMWOOD PARK**

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ATTACHMENT #1 -Mandatory Affirmative Action Language

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**THIS BID DOCUMENT MUST BE RETURNED IN ITS
ENTIRETY IN ORDER TO BE CONSIDERED FOR AN AWARD.**

**NOTICE TO BIDDERS
BOROUGH OF ELMWOOD PARK
BERGEN COUNTY
STATE OF NEW JERSEY**

BID ADVERTISEMENT

**SOLID WASTE MATERIALS
COLLECTION, TRANSPORTATION AND/OR DISPOSAL SERVICES**

Notice is hereby given that sealed bids for the collection, transportation and/or disposal of solid waste materials for the Borough of Elmwood Park will be received by the Municipal Clerk of Elmwood Park at the Municipal Building, 182 Market Street, Elmwood Park, New Jersey 07407 no later than 11 AM, prevailing time, on **Wednesday, March 11, 2020** at which time and place all bids will be publicly opened and read aloud.

No bid will be accepted after the date and time designated to receive bids. A bid may only be withdrawn upon receipt by the Borough of a written request to withdraw prior to the time for opening of bids authorized postponement thereof. No bid may be withdrawn for a period of sixty (60) days following the actual opening of the bid.

Copies of the contract documents; specifications and bid forms may be examined and obtained at the office of the Municipal Clerk at the above address Monday through Friday during regular business hours. Bids must be submitted in a sealed envelope, clearly marked "Proposal for Collection, Transportation and/or Disposal of Solid Waste", with the name and address of the bidder. Bids shall be submitted to the Municipal Clerk, Borough of Elmwood Park, Municipal Building, 182 Market Street, Elmwood Park, New Jersey 07407. Bids may be submitted by personal delivery or by Certified Mail Return Receipt Requested. The Borough is not responsible for any documents delivered by a third-party carrier.

All bids must conform to the models and directions contained in the specifications and must be submitted in a complete Bidding Packet. Each bid must be accompanied by a Bid Guarantee in an amount of ten (10) percent of the total bid price, not to exceed twenty thousand dollars (\$20,000.00), in the form of a certified check or cashier's check payable to the Borough of Elmwood Park or a Bid Bond issued by a Surety authorized to transact business in the State of New Jersey and acceptable to the Borough. Each proposal must also be accompanied by the Consent of Surety of a similarly acceptable surety, guaranteeing that a one hundred percent (100%) Performance Bond will be furnished upon award of the Contract.

The Borough reserves the right to reject any or all bids, to waive any informalities, deviations, omissions in any or all bids, and to accept such bids and make such awards as may be most advantageous to the Borough including, specifically, the right of the Borough to award the contract based upon terms of any contract alternative for solid waste material collection, transportation and/or disposal, in compliance with the New Jersey State Local Public Contracts Law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27. This bid is being solicited through a Fair and Open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Simultaneously with the submission of a bid, a bidder must submit an Ownership Disclosure Statement in accordance with c.33, P.L. 1977. The failure to submit the Ownership Disclosure Statement with the bid shall result in the rejection of the bid.

Erin Delaney, MPA,RMC
Municipal Clerk
Borough of Elmwood Park

1. INSTRUCIONS TO BIDDERS

1.1 THEBID

The Borough of Elmwood Park (Contracting Unit), County of Bergen, State of New Jersey with its Principal business location at 182 Market Street, Elmwood Park, NJ 07407, is soliciting bid proposals from solid waste collectors interested in providing solid waste collection, transportation and/or disposal services for the time periods and options listed in this document in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids; be published in The Record and in the Star Ledger. All bid proposals shall include the bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid documents.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk of the Borough of Elmwood Park (Borough) at the Municipal Building, 182 Market Street, Elmwood Park, NJ 07407 on Wednesday, February 26, 2020 at 11 AM, prevailing time. Bids must be delivered by hand or by mail to the Municipal Clerk no later than Wednesday, February 26, 2020 at 10:59 AM, prevailing time. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned, unopened, to the bidder. The Borough disclaims any responsibility for bids forwarded by any third-party carrier. If the bid is sent by express mail service, the bid description must also appear on the outside of the express mail envelope to prevent premature opening of any bid submission.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in compliance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000.00; payable to the Borough of Elmwood Park;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of Surety;
7. Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid documents;

8. Business Registration Certificate issued by the New Jersey State Division of Revenue in the Department of the Treasury
9. Certificate of Employee Information; and
10. Bid proposal

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services or recyclable materials collection services contained herein.

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

"Collection site" means any location of waste containers on collection day.

"Collection source" means a generator of designed collected solid waste or recyclable materials to whom service will be provided under the contract.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing bodies and shall include the bid proposal, and the bid specifications.

"Contract Administrator" is the person authorized by the contracting unit(s) to procure and administer contracts for solid waste collection services and/or recyclable materials.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected recyclable material" means:

- A. Recyclable Materials - Commingled: mixed color glass bottles, jars, aluminum cans, de-labeled steel and de-labeled tinned cans. In addition, the following described plastic containers shall be defined as commingled, recyclable material: plastic P.E.T./H.D.P.E. - soda bottles, liquor bottles, bottled water containers, milk containers, apple cider containers and detergent containers; juice, milk and water containers over two (2) gallons of substance in a squeezed and crushed condition. "Commingled, recyclable materials" are the items defined above and shall not include any materials that are comprised of hard plastic and/or Styrofoam. In addition, commingled, recyclable materials shall not include plastic and paper bags, plate glass, any ceramic material, light bulbs or wire hangers.
- B. Recyclable Materials - Separated: the following types of recyclable materials shall be collected and disposed of separately: (1) mixed color glass bottles and jars; (2) aluminum cans; (3) de-labeled steel and de-labeled tinned cans; and (4) plastic containers. Plastic containers shall be defined as commingled, recyclable material: plastic P.E.T./H.D.P.E. - soda bottles, liquor bottles, bottled water containers, milk containers, apple cider containers and detergent containers; juice, milk and water containers over two (2) gallons of substance in a squeezed and crushed condition. "Recyclable materials - Separated" are the items defined above and shall not include any materials that are comprised of hard plastic and/or Styrofoam. In addition, commingled, recyclable materials shall not include plastic and paper bags, plate glass, any ceramic material, light bulbs or wire hangers.
- C. Used Newspaper: including paper of any type commonly referred to as newsprint. Expressly excluded are all magazines, periodicals, books and paper backs, as well as all other paper products of any nature whatsoever.
- D. Office Paper: copy paper, letters, envelopes, magazines, periodicals, paper backs, and all other clean paper products.
- E. Corrugated Cardboard and similar paper items constructed in a folded rigid manner usually used to transport supplies, parts and other general merchandise.
- F. Grass Clippings derived from the mowing of residential lawns or other grassy areas.
- G. Brush: vegetative waste commonly known as garden waste; hedge clippings, low woody growth; shrubs and tree branches up to 4" diameter.
- H. Leaves: the thin expanded deciduous growth from trees.
- I. Metal/White Metal: refrigerators; washers; dryers; stoves; dishwashers; and ferrous/non-ferrous items designated by the Boroughs.
- J. Street Sweepings: mixture of solid material, which is derived from Municipal Mechanical Street Sweeping Operations. Said material includes, but is not limited to, road grit, paper, metal and small quantities of vegetative waste.

- K. Recyclable materials are also those that may be designated at any time during the term of this contract, it being understood that the Boroughs must comply with P.L. 1987, c. 102 as amended and must meet certain recycling goals which may require the addition or change of recycling materials.

"Designated collected solid waste" means solid waste types 10 & 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Bergen County Solid Waste Management Plan for the use by the Borough of Elmwood Park. The successful bidder shall supply the Borough with the names and addresses of the New Jersey Department of Environmental Protection (NJDEP) authorized disposal facilities that will accept the specified types of waste that will be collected pursuant to the contract, that the bidder anticipates using for the disposal of solid waste.

"Borough" means the Borough of one or more municipalities, when the contract or agreement is to be entered into by, or on behalf of one or more municipalities as further defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including a maximum of the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the North Jersey Herald News and the Bergen Record.

"Proposal forms" mean those forms that must be used by all bidders to set forth the practices for services to be provided under the contract.

"Participating Contracting Unit" means the municipalities of Elmwood Park.

"Service Area" means the geographic area as described in: **SECTION II - ELMWOOD PARK;**

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

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough in the advertisement for bids.

- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively;
or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above;
and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough may, at its discretion, award a contract to the bidder whose aggregate bid price for the chosen option and time frame, or any combination of options is the lowest responsible bid. The Borough reserves the right to award the collection component and disposal component separately, in which case, the contract will be separately awarded to each bidder whose bid price for the selected option or options is the lowest responsible bid.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.let seq., shall be rejected as non-responsive.

3.2 BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Elmwood Park in the amount of 10% of the highest aggregate five (5) year bid proposal submitted, not to exceed twenty thousand dollars (\$20,000.00) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the cooperative.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough.

3.4 "OR EQUAL" SUBSTITUTIONS

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the Borough's acceptance thereof.

3.5 COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract. Any and all permits required to be obtained from the Municipality, Board of Health, or other Municipal, State or Federal agency shall be obtained by the contractor at his/her expense. Whenever any question shall arise as to the meaning of terms and conditions of the proposed agreement, or the route to be followed, the same shall be determined or decided by the governing bodies of the respective participating contracting units.

3.6 CONFLICT OF INTEREST AND NON-COLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7 NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4.0 AWARD OF CONTRACT

4.1 GENERALLY

- A. The Borough shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed. All bidders will be notified by the Borough of any and all decisions in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options and time frames, is the lowest responsible bid for each participating contractual unit. The Borough reserves the right to award the recycling component and solid waste component separately, in which case, the contract will be separately awarded to each bidder whose bid price for the selected option or options is the lowest responsible bid.
- C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough rejects all bids, the Borough at its discretion shall publish a notice of re-bid no later than ten days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids. The right is reserved to waive any defects or irregularities therein if in the interest of

the participating contracting units as deemed advisable to do so, in accordance with applicable law. The participating contracting units reserves the right, after receiving the bids, to choose the proposal, term and any or all alternates applicable which it believes is to be in the best interest of the participating contracting units; and the award if made, will be to the lowest responsible bidder for the particular term and alternates applicable, provided the bid complies in all respects with the requirements contained herein, and provided the bidder has submitted satisfactory evidence of ability to execute the work satisfactorily, and of ownership by bidder of the necessary capital and equipment to carry out this contract, without default or interference.

- D. After bids have been opened Bid Securities or checks will be returned promptly except those of the lowest two regular bidders on the proposal and terms of years chosen by the respective participating contracting units as the basis of award. The checks of those two remaining bidders will be returned after the work has been awarded to the successful lowest responsible bidder and the contract fully executed and bond delivered. It is understood, however, that if at the time of bidding the participating contracting units have not decided on which term of years a contract is to be awarded it might retain for a period of thirty days all Bid Securities, checks and bids

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough shall notify the successful bidder(s) in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Borough of Elmwood Park shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

- A. For a one-year contract, the successful bidder shall provide to each of the participating contracting units a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract.
- B. Failure to provide the required one-year performance bond at the time and place specified by the Borough shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Boroughs may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

- C. For a two, three, four, or five-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year contract, one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the participating contracting units in re-bidding the contract.

4.5 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (NJSA 10:5-31 et seq; NJAC 17:27)

GOODS AND SERVICES AND PROFESSIONAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, as applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, up- grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies

including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's web site at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract%20compliance))

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

4.6 VEHICLE DEDICATION AFFIDAVIT

The contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the participating contracting units will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7 ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity.

The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough may not award a contract until all tabulations are complete.

5.0 WORK SPECIFICATIONS

For Solid Waste, the Contractor shall provide service for each option awarded by the Borough. The Borough shall select one collection option for the selected contract period as set forth in the bid proposal in accordance with any of the option proposals submitted. The Contractor shall provide collection, removal, and/or disposal from within the territorial and geographical boundaries of the Borough.

5.1 The Contractor shall provide service for each Option awarded by the Borough which shall select one collection option for the contract period of 1, 2, 3, 4, or 5 years in accordance with any of the option proposals submitted.

5.2 The Contractor shall provide collection, removal and/or disposal from within the territorial and geographical boundaries of the Borough.

5.3 COLLECTION OPTIONS

Collection Options specific to the participating contracting units are to be found in: Section II - Elmwood Park

5.4 CONTAINERS

Container requirements can be found in: Section II - Elmwood Park

5.5 COLLECTON SCHEDULE

Collection and Holiday Schedule can be found in: Section II - Elmwood Park

5.6 SOLID WASTE DISPOSAL

A. All solid waste collection within the Borough of Elmwood Park shall be disposed of in accordance with the County of Bergen Solid Waste Management Plan for Elmwood Park. For the term of this contract, all solid waste collected pursuant to the terms of the contract shall be disposed of at a facility certified by the NJDEP.

B. Disposal/facility transfer station services shall include the services to be provided by the disposal contractor(s) including the receiving, certified weighting, processing and disposal at licensed landfill(s). Certification must be provided to the participating contracting units stating where the solid waste will ultimately be disposed of showing the facility is properly licensed to accept the material during the term of the contract period.

C. Notwithstanding anything elsewhere in these Bid Specifications should it be determined by the State of New Jersey Legislature, or a Court or an Administrative Agency having jurisdiction of the collection, transportation and disposal of solid waste shall be disposed of in a manner other than as set forth in these Bid Specifications, the Contractor and the participating contracting units agree to comply with such determination. The participating contracting units will assume all direct financial costs and/or receive and be entitled to all

direct financial benefits associated with such determination.

- D. The participating contracting units reserve the right to designate another disposal facility or, if applicable, disposal facilities, in accordance with the County of Bergen Solid Waste Management Plan or in the event that the designated disposal facility or, if applicable, disposal facilities, is unable to accept the waste. The participating contracting units will assume all additional costs or benefits that are associated with such designation.

5.7 VEHICLES ANDEQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be a model year 2008 to present; be compaction types, completely enclosed and water tight. Subject to the prior approval of the Superintendent of Public Works r, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Superintendent of Public Works shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel for the cleaning up of any solid waste spilled upon the property, sidewalks, or roadways by the contractor.
- D. The Superintendent of Public Works may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Superintendent of Public Works.
- E. The Borough reserves the right to randomly inspect and/or weigh trucks.

5.8 NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

5.9 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the respective participating contracting units with sufficient telephone lines to receive complaints or inquires. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 6:00 AM and 4:00 PM, prevailing time. The participating contracting units shall list the Contractor's telephone number in the Telephone directory along with other listings for

the contracting units.

5.10 FAILURE TO COLLECT

The Contractor shall report to the Superintendent of Public Works, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next day. The duty to promptly and adequately remove all matter on each collection day is left and imposed upon the contractor, and he/she shall furnish as many trucks as are necessary to accomplish the result intended to be obtained herein but at no time shall less than three (3) trucks be used.

5.11 COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Superintendent of Public Works within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Compliant Log shall be available for inspection by the respective contacting units.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the respective contracting units.

5.12 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13 INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the tenure of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough for the preceding calendar month (the "Billing Month"). The contract price for all services will be paid in the following month, provided the contractor has submitted a municipal purchase order, properly executed prior to the first meeting of the Borough of such following month. In no event shall the contractor be paid in advance.
 - 2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the contracting unit for reimbursement. The Contractor may submit said municipal purchase order on a monthly or semi-monthly basis.
- B. The Borough shall pay all invoices within 30 days of receipt. The Borough will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The

Borough shall have 30 days from the date of receipt of the corrected invoice to make payment.

- C. Invoices shall specify the number and type of vehicle used for collection in the Borough, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.
- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough shall reimburse the Contractor for the actual quantity of waste disposal based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the Borough; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:
 - 1. the amount of the invoice;
 - 2. the origin of the waste;
 - 3. the truck license plate number;
 - 4. the total quantity and weight of the waste; and
 - 5. the authorized tipping rate plus all taxes and surcharges.
- E. Where the Borough will pay the costs of disposal, the disposal facility shall bill the Borough directly for all costs (including taxes and surcharges).
- F. The Contractor may utilize a materials recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

5.14 COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and employees shall be polite and courteous at all times to the customers and shall give them within reason the benefit of the doubt in all disputes and if any person employed shall appear incompetent or disorderly, the contracting units shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated. If containers are destroyed by the contractor's employees or removed by mistake, the Contractor shall have them replaced at his/her expense with new ones equally good as the originals, the participating contracting units however not being responsible for the same. The Contractor may without liability on the part of the participating contracting unit or its officers, be required by the Borough or its duly authorized agent, to discharge or otherwise discipline any of his/her agents or employees, shown to the satisfaction of the Borough to have been guilty of neglect or carelessness in the conduct of the scavenger service or who may be found guilty of unnecessarily damaging receptacles or other property of citizens, or of discourtesy or insolence to any citizens without in anyway impairing

this agreement, the participating contracting units in no way, however, being responsible for any such acts of such agents or employees.

5.15 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator and Superintendent of Public Works, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator and Superintendent of Public Works, in writing, of any changes.

5.16 SUPERVISION AND AUTHORITY OF PUBLIC WORKS SUPERINTENDENT

All work performed by the Contractor under this Contract shall be under the supervision of the Superintendent of Public Works and Recycling Coordinator, of the Borough. The Contractor shall be subject to the direction and instruction of the Superintendent and his/her designees with reference to the operation of the Contract, details relating thereto and any complaints which shall be made with respect to the Contractor's performance.

The Superintendent of Public Works shall also have supervision of the trucks and other equipment used by the Contractor in the performance of its duties under this Contract. The authority of the Superintendent of Public Works shall extend to the equipment on the trucks employed so as to insure against leakage in the trucks or any cluttering of the streets and highways in the municipality by reason of any failure of the truck equipment to prevent leakage and escape of the garbage, refuse, etc., and recyclables collected and carried. The Superintendent of Public Works shall be authorized to require the Contractor to recover, collect and carry away any such contents that have become distributed over the highways.

5.17 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H- 6.17. The insurance policy shall name the Borough as an Additional Named insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract.

5.18 CERTIFICATES

Upon notification by the Borough, the lowest responsible bidder shall supply to the respective Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect. If a policy is to be cancelled for non-payment of premium, the Borough shall have the right, but not the duty or obligation, to pay said premium and deduct the cost of same from the next ensuing payment(s) due the Contractor under the contract for services rendered.

5.19 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough from and against all claims, damages, losses and expenses including all reasonable expenses incurred by the Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of

the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

SECTION II

SOLID WASTE

SPECIFICATIONS AND PRICE PAGES

SPECIFIC TO

THE BOROUGH OF ELMWOOD PARK

This document shall serve as the specifications and Articles of Agreement for the collection, transportation and/or disposal of solid waste for the Borough of Elmwood Park

If any contractual requirement, specification and/or term stated in this section of the Bid Document conflicts with any requirement, specification and/or term stated in Section I, the contractual requirement, specification and/or in this section shall prevail.

ARTICLES OF AGREEMENT

SOLID WASTE

THIS AGREEMENT made this _____ day of _____ 20__ by and between the Borough of Elmwood Park hereinafter referred to as the "Borough"; and _____ hereinafter referred to as the "Contractor".

In consideration of the mutual covenants hereinafter expressed, the parties agree as follows:

1. The Contractor shall furnish all labor, materials and services for the collection, removal and/or disposal of **solid waste** in accordance with the uniform bid specifications entitled 'Solid Waste', which specifications are incorporated herein by reference as though fully set forth at length, and in accordance with the proposal submitted by the Contractor on _____ 20__, which proposal is incorporated herein by reference as though fully set forth at length.
2. The issuance of proposal specifications to any bidder does not in any way bind the Governing Body to the acceptance of the bid, if they consider the Bidder improperly qualified for the work or if the bid is found to be defective.
3. The Borough shall pay the Contractor in accordance with the specifications and associated price pages, the bid amount contained in the bid proposal as follows:

Collection Option Number: _____ (Number 1 or 2 or 3, see paragraph number 4)

For the Time Period of: _____ Year(s) (1, or 1 and 2, or 1 through 3, or 1 through 4, or 1 through 5, see paragraph 7)

BID PRICE

Year One – 20 _____
Year Two – 20 _____
Year Three – 20 _____
Year Four – 20 _____
Year Five – 20 _____

4. Collection Options contained within these specifications:
 - a. Collection of Solid Waste shall take place as described under each of the options.
 - b. The Contractor shall provide service for each Option awarded by the Governing Body of the Borough of Elmwood Park. The Governing Body of the Borough of Elmwood Park shall select a collection Option for the contract period of one, two, three, four or five years in accordance with any of the option proposals submitted.
 - c. The Contractor agrees that it will provide the Borough with curbside pickup, which shall be on streets, roads, and right of ways in the Borough designated by the Governing Body, of its designated solid waste materials as follows:

- d. "Designated collected solid waste" means solid waste types 10 & 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.
- e. "Disposal facility" means those sites designated in the Bergen County Solid Waste Management Plan for use by the Borough of Elmwood Park. The successful bidder shall supply the Borough with the names and addresses of the New Jersey Department of Environmental Protection (NJDEP) authorized disposal facilities that will accept the specified types of waste that will be collected pursuant to the contract, that the bidder anticipates using for the disposal of solid waste.
- f. OPTION 1 - Collection of solid waste shall be made on Monday and Thursday in each and every week of the entire year, this includes collection, transportation and disposal of said materials. Disposal location at the discretion of the Contractor in compliance with these specifications and all Federal, State and Local law.
- g. OPTION 2 - Collection of solid waste shall be made on Monday and Thursday in each and every week of the entire year, this includes collection and transportation, but does not include the cost of disposal of said materials. Disposal location to be determined by the Borough, which shall be within thirty-five (35) miles of the center of the Borough.
- h. OPTION 3 - Disposal costs only of solid waste in compliance with these specifications and all Federal, State and Local law.
- 1. Collection services, as described in these specifications, shall be performed on all designated days between 6:00 AM and 4:00 PM, prevailing time. Hours of collection may be changed upon the order of the Governing Body. No collection of any kind shall be made on Sundays unless by special direction and/or authorization from the Governing Body.
- J. At least three (3) trucks of ample power and capacity shall be used in the collection service, and the contractor shall always have spare vehicles available to make the collection in case of a breakdown, provided however, that this minimum requirement shall not be construed as meaning that the contractor is limited to such number of trucks. Sufficient personnel shall be used to insure the completion of the collection, every collection day, by 4:00 PM. The contractor's trucks shall have the contractor's name, address, and working telephone number clearly painted on both sides of the vehicle. All vehicles furnished and used by the Contractor shall be subject to the approval at all times, including prior to the award of a bid, of the Governing Body and/or their respective designees. All trucks used in collection of solid waste materials shall be equipped with suitable coverage, which shall prevent any materials from spilling out, blowing off or being pushed off the trucks. Any spilled material must be broom cleaned immediately so as to leave the premises or streets in as clean a condition as originally found, and failure to do so will be considered a violation of the contract requirements and the Contractor will be subject to the payment of fines as hereinafter specified. All vehicles must be maintained in good and safe working order, clean and sanitary condition and must present a neat appearance. The Contractor shall permit an authorized representative of the Borough of Elmwood Park to inspect, both internally and externally, all vehicles entering and/or exiting the Borough of Elmwood Park for any reason whatsoever.

- k. The Contractor shall provide service for the services awarded by the Governing Body of the Borough of Elmwood Park for itself and the participating contracting units.
5. The work herein provides for and includes the furnishing of all labor, equipment, vehicles, tools, implements, materials, and transportation to and disposal (if awarded) of solid waste materials necessary to and proper for a complete, proper and sanitary service for curbside pickup, collection and/or disposal of solid waste materials identified in paragraph 4 d. above, from the entire Borough, including all residential homes which utilize suitable receptacles, with the following exceptions: no collections shall be made from any business, commercial operation, school, heavy or light industrial plants, supermarkets, warehouses, industrial body shops, and retail supply houses.
6. Service Area: The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Elmwood Park as herein described. The area encompassed by the geographic boundaries of the Borough of Elmwood Park, Bergen County, New Jersey as shown on its official tax maps, copies of which are available for review at the Borough's municipal building during regular business hours. Specifically included with the Service Area are all houses, buildings and premises, together with those condominium/townhouse communities situated within the Borough listed in paragraph 5 above.
7. Term of contract:
 - a. The term of the contract shall begin with the First Day of January, 20____ and:

shall continue for a one (1) year period terminating December 31, 20____; or
shall continue for a two (2) year period terminating December 31, 20____; or
shall continue for a three (3) year period terminating December 31, 20____; or
shall continue for a four (4) year period terminating December 31, 20____; or
shall continue for a five (5) year period terminating December 31, 20____.
 - b. The term of the contract will be determined by the Governing Body of Elmwood Park after bids are received and before the award is made.
8. The Contractor shall, simultaneously with the execution of this Contract, deliver to the Municipal Clerk, for the approval of the Borough Attorney, a surety bond in accordance with the requirements of the specifications.
9. The Contractor shall comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, a copy of which is enclosed in Section I- item 4.5 of the bid document.
10. The Contractor shall comply with the requirements of Americans with Disabilities Act - Mandatory Language, a copy of which is enclosed in Section I - Part E of the bid document.
11. The Contractor shall indemnify and hold harmless the Borough of Elmwood Park it's officials, employees, agents and servants from and against all claims, damages, losses and expenses including all reasonable attorney fees and expenses incurred by the Borough of Elmwood Park or the aforesaid on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, it's agents,

servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

12. The Contractor shall simultaneously with the execution of this contract deliver to the Municipal Clerk evidence of insurance as required in the specifications.
13. The Contractor shall comply with the below listed contractual requirements of the Borough of Elmwood Park. If any contractual requirement, specification and/or term stated in this section of the Bid Document conflicts with any requirement, specification and/or term stated in Section I - Part A, the contractual requirement, specification and/or term in this section shall prevail.

For the purposes of this contract, the following definitions shall apply:

A. Definitions:

1. Addenda: Written or graphic instruments issued prior to the opening of bids, which clarify, correct, or change the bidding documents or the contract documents.
2. Application for Payment (Invoice): The form accepted by the Borough of Elmwood Park which is to be used by the Contractor in requesting progress or final payment and is to include such supporting documentation as is required by the contract documents.
3. Contract Administrator: is the person authorized by the contracting unit to administer this contract. For the purposes of this contract the **Contract Administrator shall be the Elmwood Park Municipal Clerk or his/her designee.**
4. Contract Time: The number of days or the date stated in the agreement for the completion of the work.
5. Day: A calendar day of twenty-four (24) hours measured from 12:00 a.m. to 11:59 p.m.
6. Defective: An adjective which, when modifying the work, refers to work or equipment that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents or does not meet the requirements of any inspection, test, or approval referred to in the contract documents.
7. Effective Date of the Agreement: The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
8. Municipally Owned Property: Properties owned by the Borough of Elmwood Park, which are to receive collection as specified herein.
9. Notice of Award: The written notice by the Borough of Elmwood Park to the apparent successful bidder, stating that upon its compliance with the conditions enumerated therein, within the time specified, the Borough will sign and deliver the agreement.
10. Notice to Proceed: A written notice given by the Borough to the Contractor fixing the date on which the Contractor shall start to perform its obligations under the contract documents.
11. Owner: Borough of Elmwood Park

12. Residential Property: Properties in the Borough of Elmwood Park consisting of one or more family units in a single structure.
13. Suitable Receptacle: A watertight container, can, or barrel made of metal or other durable material with a tight-fitting cover, or a heavy-duty plastic bag constructed to prevent spillage of its contents; it shall be waterproof and shall not exceed thirty-two (32) gallons in volume or fifty (50) pounds in weight when filled.
14. Tipping Fee: The combination of legally imposed fees and taxes charged for the direct disposal of solid waste. It specifically excludes fees or taxes related to the operation of the same charged to vehicles used for hauling solid waste.
15. Borough: Borough of Elmwood Park.
16. Designated collected solid waste" means solid waste types 10 & 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.
17. Disposal facility means those sites designated in the Bergen County Solid Waste Management Plan for use by the Borough of Elmwood Park. The successful bidder shall supply the Borough with the names and addresses of the New Jersey Department of Environmental Protection (NJDEP) authorized disposal facilities that will accept the specified types of waste that will be collected pursuant to the contract, that the bidder anticipates using for the disposal of solid waste.
18. Recyclable Materials: Shall include all materials identified in the uniform Bid Specifications as "designated collected recyclable material".

B. Contractor's Responsibilities

1. Permits - The Contractor shall obtain and pay for permits required by law for the transportation and disposal of solid waste materials.
2. Safety and Protection - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - (a) All employees on the job and other person who may be affected thereby;
 - (b) Property within the Borough including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities which, in the event of damage by the Contractor, shall be made whole by the Contractor at his expense in a time limit approved by the Contract Administrator.
 - (c) Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents. This person shall be designated in writing by the Contractor to the Borough. The Contractor shall conduct his work with the least possible obstruction to traffic.
3. The Contractor will ensure that gratuities of any kind will not be accepted by the Contractor or Contractor's employees in the performance of the work.

4. Point of Collection: All designated solid waste material shall be placed by the occupant in suitable receptacles at the curb line of the street and collected by the contractor from a point between the curb line and sidewalk line in front of every building, dwelling or premises. Where there is no curb the material shall be placed at the property line. Where sidewalks immediately about the curb, the materials shall be placed behind the sidewalk. Where a question exists, the Contractor shall use his best judgment to make a determination as to where the receptacle should be placed. After collection, empty containers shall be replaced in their proper position, where found in front of the building, in an upright position, so as not to block walkways, driveways, or streets. The contractor shall reimburse the owner for loss and/or damage to containers as a result of negligent handling.
5. Upon emptying of receptacles, the Contractor shall return them to the appropriate location and place them upright with the lids appropriately secured.
6. All such solid waste and all matter to be collected hereunder shall promptly after collection be transported outside the limits of the Borough of Elmwood Park in the same vehicles and no part of the contents of one vehicle shall be transferred to another within the Borough.
7. Bidders shall be experienced in solid waste pickup and removal services and shall have sufficient capital and equipment to properly provide any and all of the services listed herein. In order to qualify, the Bidder must have been actively engaged in the business of the collection and disposal of solid waste materials as in these Specifications defined for a reasonable period of time.
8. The bidder shall submit with his proposal satisfactory evidence that he has a New Jersey DEP or other State approved disposal location for the solid waste material to be collected within the Borough but the acceptance of his/her bid shall not be an assumption of liability by the Borough for the proper and orderly maintenance and operation of said disposal location.
9. Items shall be readily visible so the contractor can inspect said container or bags to ensure that it contains the appropriate solid waste material.
10. The term "missed pick up" shall mean whenever a period of twenty-four (24) hours has elapsed from the midday of the date of collection designated by the Governing Body without a pickup of solid waste. Further, a procedure shall be established by the Contractor, acceptable to the Superintendent of Public Works, that at the end of each collection day prior to 3PM, the Contractor shall come to the Department of Public Works office, located at 41 Slater Drive, Elmwood Park, NJ. At that time, the Superintendent of Public Works or his/her designee shall provide the Contractor with a list of any properties which have been reported that the contractor has not made a collection. The Contractor shall immediately proceed to collect those properties before leaving the Borough of Elmwood Park. Failure to collect solid waste materials placed properly in place by the property owner will result in a \$50.00 fine per property (Paragraph 25 Item b). Contractor will be responsible to reimburse the Borough for any and all costs incurred by the Borough if the Borough is dispatched to collect and dispose of said solid waste.
11. The Contractor's employees must be competent in their work, and employees shall be polite and courteous at all times to the customers and shall give them within reason the benefit of the doubt in all disputes and if any person employed shall appear incompetent or disorderly, the contracting unit shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated. If containers are destroyed by the contractor's employees or removed by mistake,

the Contractor shall have them replaced at his/her expense with new ones equally good as the originals, the Borough however not being responsible for the same. The Contractor may without liability on the part of the Borough or its officers, be required by the Governing Body or its duly authorized agent, to discharge or otherwise discipline any of his/her agents or employees, shown to the satisfaction of the Governing Body to have been guilty of neglect or carelessness in the conduct of the scavenger service or who may be found guilty of unnecessarily damaging receptacles or other property of citizens, or of discourtesy or insolence to any citizens without in anyway impairing this agreement, the Borough in no way, however, being responsible for any such acts of such agents or employees.

12. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.
14. Borough's Responsibilities: The Borough shall issue all operations communications to the Contractor through the Contract Administrator or the Superintendent of Public Works or their designee, in writing or by telephone.
15. **Supervision and Authority of the Superintendent of Public Works** - All work performed by the Contractor under this Contract shall be under the supervision of the Superintendent of Public Works. The Contractor shall be subject to the direction and instruction of the Superintendent of Public Works or his/her designees with reference to the operation of the Contract, details relating thereto and any complaints which shall be made with respect to the Contractor's performance. The Superintendent of Public Works shall also have supervision of the trucks and other equipment used by the Contractor in the performance of his duties under this Contract. The authority of the Superintendent of Public Works shall extend to the equipment on the trucks employed so as to insure against leakage in the trucks or any cluttering of the streets and highways in the Borough by reason of any failure of the truck equipment to prevent leakage and escape of the waste collected and carried. The Superintendent of Public Works shall be authorized to require the Contractor to recover, collect and carry away any such contents that have become distributed over the highways.
16. Suspension of Work and Termination: The Borough has the right to declare the Contractor in default and terminate the contract upon the occurrence of any one of the following events:
 - a. If the Contractor is adjudged as bankrupt or insolvent.
 - b. If the Contractor makes a general assignment for the benefit of creditors.
 - c. If a trustee or receiver is appointed for the Contractor or for any of the Contractor's property.
 - d. If the Contractor files a petition to take advantage of any debtor's act, or to reorganize under Bankruptcy or similar laws.
 - e. If the Contractor repeatedly fails to supply sufficient, skilled workman or suitable materials or equipment.
 - f. If the Contractor repeatedly fails to make prompt payments for labor, materials or equipment.
 - g. If the Contractor disregards laws, ordinances, files, regulations, or order of any public body having jurisdiction.
 - h. If the Contractor assigns this contract or any part, including money due thereof, without first receiving permission from the Borough by vote of the Governing Body of the Borough of Elmwood Park.
 - i. If the Contractor disregards the authority of the Superintendent of Public Works or the Borough of Elmwood Park.

- j. If the Contractor otherwise violates in any material or substantial way any provision of the contract documents, the Borough may, after giving the Contractor and his surety ten (10) days written notice, terminate the services of the Contractor, exclude the Contractor from the site and finish the work as the Borough may deem expedient. In such case, the Contractor's work is finished. If the unpaid balance of the Contractor's price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Borough. Such costs incurred by the Borough shall be calculated and certified and verified by the Contract Administrator and Superintendent of Public Works and incorporated in a change order, but in finishing the work the Borough shall not be required to obtain the lowest figure for the work performed.
- j. The Contractor fails to perform work when so notified by the Borough.
- I. The Borough shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract.
- m. The Borough shall be of the opinion that the Contractor is not or has been executing the contract in good faith and in accordance with its terms.

Where the Contractor's services have been so terminated by the Borough, the termination shall not affect any rights of the Borough against the Contractor then existing, or which may thereafter accrue

Any retention of payment of monies due the Contractor by the Borough will not release the Contractor from liability.

- 17. Sale and Use Tax - The Borough of Elmwood Park is exempt from New Jersey Sales and Use Tax imposed by the Sale and Use Tax Act (N.J.S.A. 54:32B-1) et seq.
- 18. The Borough is comprised of 2.8 square miles with population of approximately 19,403 with 49% residential properties, with approximately 7,385 housing units. The Contractor will be responsible for collection at all new housing units occupied during the course of this contract at no additional charge. The Contractor is urged to familiarize himself with the roadways in the Borough prior to submitting a bid. The Contractor will not be required to collect material resulting from building alteration on construction, tree stumps, stones, earth, scrapped auto parts or vehicles, industrial waste, or any materials which are acquired by a business or a trade. The Contractor shall also allow larger "household items" (i.e. couches, mattresses, furniture, tied rugs, etc.) to be picked up on the Thursday pick up only.
- 19. The Contractor shall be required to pick up and remove all of such items resulting from minor repairs and renovations performed by the property owner or occupant when bundled or placed in receptacles not weighing more than fifty (50) pounds excluding household waste. This does not include construction material, i.e., roofing shingles, large pieces of lumber; large pieces of plaster; etc. The maximum number of said bundle or receptacles the Contractor shall be required to pick up per living unit is five (5). (Multiply the number of living units per residence by five (5) to determine the maximum number of receptacles to be collected).
- 20. There is hereby established the following restrictions placed on solid waste materials to be removed at curbside for collection under contract.
 - a. Bundles of waste materials shall not exceed fifty (50) pounds.
 - b. The Contractor shall be responsible for the removal of solid waste from all municipal trash cans located along all public streets during the year. Removal shall be twice a week Monday and Thursday.

- c. Route of Collection - As part of the bid, the Contractor shall provide a map showing the collection districts and a proposed routing system. The Contractor may modify the districts for good cause over the first three months of the Contract, upon approval by the Superintendent of Public Works, and ample notification to the public.
- d. Collection days are to remain uniform throughout the year.
- e. Time of Collection:
 - i. Collections shall occur on Mondays and Thursdays. Collections of any kind will not be permitted on Saturdays, Sundays, holidays or inclement weather (i.e., snow, ice, flooding and other dangerous conditions) as determined by the Superintendent of Public Works or the Elmwood Park Police Department. Only in cases where a pick up day falls on a holiday, collection will be made on the following scheduled day and may commence after 6:00 a.m.
 - ii. Holidays - Legal holidays are exempted from the Solid Waste Collection schedule. Pickups are not required on the following holidays but must be provided on the next collection day: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.
- f. Inclement Weather - In the event of inclement weather, such as severe snows, hurricanes or flooding which preclude pickup from a district on two successive collection days, the Superintendent of Public Works may direct the Contractor to modify his schedule to best serve the needs of the Borough of Elmwood Park.

- 21. If any public street is closed for repair, the Contractor shall notify the Superintendent of Public Works and make provisions for collection.
- 22. Municipal Property - Municipal property and other designated properties that require collection includes the following properties and the Contractor to provide hoppers or dumpsters (as shown) at no additional charge. The contractor shall also provide and service these hoppers or dumpsters in the time frames listed.

LOCATION	CONTAINER SIZE AND REQUIREMENTS
Municipal Building 182 Market Street	Contractor to provide and service (1) one (4) cubic yard capacity dumpster to be serviced once a week at no additional cost to the Borough.
Recreation Center Market Street & Boulevard	Contractor to provide and service (2) two (4) cubic yard capacity dumpsters to be serviced once a week at no additional cost to the Borough.
Police Pistol Range Slater Drive	Contractor to provide and service (1) one (3) cubic yard capacity dumpster to be serviced once a week at no additional cost to the Borough.
Library	Contractor to provide and service (1) one (3) cubic yard capacity dumpster to be serviced once a week at no additional cost to the Borough.

- 23. The Contract shall be executed on the following basis:
 - a. Bid Price: The price for the contract shall include the furnishing of all labor, tools, equipment, vehicles and materials necessary and proper to provide an adequate and sanitary collection,

transportation and/or disposal service (dependent on which option is chosen by the Borough) in conformity with the specifications for the particular period of years for which a contract is awarded. The bid price shall further include all governmental and regulatory fees and assessments or taxes which are currently in effect or which may be imposed hereafter.

- b. The bid price shall be stated on **a cost per ton** for the collection, transportation and disposal (Option 1); or on a cost per ton for the collection and transportation (Option 2); or on a cost per ton for disposal (Option 3).
 - c. Violations of Contract Requirements - It is understood that the orderly and proper collection of garbage, trash, paper and rubbish, and other solid waste materials as defined herein, is a matter of serious and vital concern to the Borough because of the effect which the same may have upon the health and welfare of its residents. Occasional and minor violations may occur during the course of the performance of the Contract. Since it is difficult to calculate the actual damage to the citizens of Elmwood Park for failure to comply with the Contract requirements, the following stipulated penalties and damages may be invoked on behalf of Borough by the Contract Administrator, whose determination and certification of the same shall be final. The Contract Administrator shall notify the Contractor of all violations. If the violation is not corrected promptly, the Contract Administrator may invoke damages and make an appropriate deduction from the next payment due the Contractor in accordance with the following violation schedule.
 - i. Failure of a truck and crew to operate and finish a regular route - \$300.00/day.
 - ii. Failure to collect garbage or trash placed properly in place by the property owner \$50.00/location.
 - iii. Using or maintaining trucks in a leaking or unsanitary condition - \$500.00/offense
 - iv. Damaging or carrying away permanent receptacle - repair or replace with equal quality receptacle within five (5) working days. - \$50.00/offense
 - v. Failure to clean up any materials spilled from or draining off equipment \$200.00/offense.
 - vi. Failure to return receptacle to the proper position - \$5.00/offense.
 - vii. Failure to clean-up spillage at an individual property- \$10.00/offense.
 - viii. Failure to promptly repair damaged public facilities after notice and adequate time to repair - up to \$100.00/day/violation, as determined by the Contract Administrator.
 - ix. Failure to execute any portion of the terms, specifications, or general conditions - up to \$100.00/day, as determined by the Contract Administrator.
 - x. Unsanitary truck - \$10.00/offense.
24. Noise - All collections shall be made with a minimum of noise. Dropping of garbage cans or covers, metal objects or other unnecessary extraneous noise is prohibited.
25. Starting Date - The approximate starting date for work and collection under the bid and awarded contract will be January 1, 20_____.
26. The Contractor may utilize a material recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with **N.J.A.C.** 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal form(s).
27. The Contractor shall comply with all ordinances of the Borough of Elmwood Park pertaining to all traffic and solid waste removal ordinances.

28. Multi-Family Residential Complexes:

LOCATION	CONTAINER SIZE AND REQUIREMENTS
Riverfront Apartments Riverfront Blvd	Contractor to service (2) two (8) cubic yard capacity dumpsters to be serviced twice a week at no additional cost to the Borough.
Glenwood Plaza Glenwood Avenue	Contractor to service (1) one (8) cubic yard capacity dumpster to be serviced twice a week at no additional cost to the Borough.
Elmwood Terrace 14 th Avenue	Contractor to service (9) nine (8) cubic yard capacity dumpsters to be serviced twice a week at no additional cost to the Borough.
Altair Bushes Lane	Contractor to service (3) three (2) cubic yard capacity compactor type dumpsters to be serviced twice a week at no additional cost to the Borough.
Elmwood Village Mola Boulevard	Contractor to service (24) twenty-four (8) cubic yard capacity dumpsters; (4) four (3) cubic yard capacity dumpsters; and (2) two (4) cubic yard capacity dumpsters to be serviced twice a week at no additional cost to the Borough.

29. The Contractor shall and agrees to comply with all the requirements of Chapter 88m C.34:11-68 which became law on July 15, 2009.

CHAPTER 88

AN ACT regarding wage records in connection with certain contracts for the collection or transportation of solid waste.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.34:11-68 Records required relative to collection, transportation of solid waste.

1a. Every contract with a public body under which a contractor or subcontractor engages in the work of the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, for the public body shall contain a provision requiring the contractor and subcontractor to keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments, and the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract, any other party to the contract, and the commissioner, and the contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the public body for each payroll period not more than 10 days after the payment of wages. The public body shall make the certified payroll record open at all reasonable hours to the inspection of any party to the contract, the commissioner, and any member of the public.

1b. With respect to any contract with a public body for the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, the commissioner shall have the authority to investigate and ascertain the wages of workers employed in connection with the contract, enter and inspect the place of business or employment of the workers to question the workers and examine, inspect and copy any books, registers, payrolls, and other records regarding the wages, hours, and other conditions of employment of the workers, require from the contractor or subcontractor written statements, including sworn statements, regarding wages, hours, names, addresses, and other information about the workers the commissioner deems appropriate, and require the contractor or subcontractor to file, within 10 days of receipt of a request, any records enumerated in this section, sworn to as to their validity and accuracy. If the contractor or subcontractor fails to provide the requested records within 10 days, the commissioner may direct within 15 days the fiscal or financial officer charged with the custody and disbursements of the funds of the public body which contracted for the work to withhold immediately from payment to the contractor or subcontractor up to 25% of the amount, not to exceed \$100,000, to be paid to the contractor or subcontractor under the terms of the contract. The amount withheld shall be immediately released upon receipt by the public body of a notice from the commissioner indicating that the request for records has been satisfied.

1c. Any contractor or subcontractor who willfully hinders or delays the commissioner in the performance of his duties in the enforcement of this section, or fails to make, keep or preserve any records required under the provisions of this act, or falsifies any of the records, or refuses to furnish or make available any of the records to the commissioner upon demand, otherwise violates any provision of this act or any regulation or order issued under this act, shall be guilty of a disorderly persons offense and shall, upon conviction, be subject to a fine of not less than \$100 nor more than \$1,000, imprisonment for not less than 10 nor more than 90 days, or by both the fine and imprisonment. As an alternative to or in addition to any other sanctions, if the commissioner finds that the contractor or subcontractor has violated this act, the commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$2,500 for a first violation and up to a maximum of \$5,000 for each subsequent violation, specified in a schedule of penalties to be promulgated as a rule or regulation by the commissioner in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). When determining the amount of the penalty imposed because of a violation, the commissioner shall consider factors including the history of previous violations, the seriousness of the violation, the good faith of the contractor or subcontractor and the size of the business. No administrative penalty shall be levied pursuant to this section unless the commissioner provides the alleged violator with notification of the violation and of the amount of the penalty by certified mail and an opportunity to request a hearing within 15 days following the receipt of the notice. If a hearing is requested, the commissioner shall issue a final order upon such hearing and a finding that a violation has occurred. If no hearing is requested, the notice shall become a final order upon expiration of the 15-day period. Payment of the penalty is due when a final order is issued or when the notice becomes a final order. Any penalty imposed pursuant to this section may be recovered with costs in a summary proceeding commenced by the commissioner pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Any sum collected as a fine or penalty pursuant to this section shall be applied toward enforcement and administrative costs of the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development.

1d. For the purposes of this section:

"Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

"Public body" means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions.

"Contractor" or "subcontractor" means a contractor or subcontractor who employs less than 1,000 employees in the State of New Jersey.

2. This act shall take effect immediately. Approved _____.

BOROUGH'S OPTION TO CONTINUE MONTH TO MONTH

THE BOROUGH MAY AT IS OPTION CONTINUE THIS CONTRACT BEYOND THE EXPIRATION DATE CONTAINED HEREIN ON A MONTH TO MONTH BASIS UNDER THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT AND AT THE PRICE QUOTED FOR THE LAST YEAR OF THE CONTRACT UNTIL SUCH TIME AS IT AWARDS A NEW CONTRACT. THE BOROUGH MAY EXERCISE THIS OPTION IF IT HAS COMMENCED REBIDDING PRIOR TO THE EXPIRATION OF THE CONTRACT OR WHEN THE AWARD OF A CONTRACT IS PENDING AT THE TIME THE CONTRACT EXPIRES.

IN WITNESS WHEREOF, the said parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereunto affixed, the day and year first above written.

ATTEST:

BOROUGH OF ELMWOOD PARK

BY: _____

MUNICIPAL CLERK

MAYOR

ATTEST:

CONTRACTOR

BY: _____

SECRETARY

PRESIDENT

PROPOSAL

Proposal for Solid Waste Collection beginning _____.

- 1. One (1) year period terminating December 31, 20____; or
- 2. Two (2) year period terminating December 31, 20____; or
- 3. Three (3) year period terminating December 31, 20____; or
- 4. Four (4) year period terminating December 31, 20____; or
- 5. Five (5) year period terminating December 31, 20_____.

Borough of Elmwood Park

I or We _____
(Print Bidder's Name)

Of _____
(Bidder's Firm)

(Complete Address)

(City, State and Zip Code)

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal sheets, even if a "no bid" is submitted for that Option. Bidders are invited to bid on all or any of the Option Proposals.

(Signature)

(Title)

**AFFIX SEAL IF
A CORPORATION.**

PROPOSED OPTION #1

Collection of **solid waste** shall be made, in total compliance with the specifications contained in this bid document, twice each week on Monday and Thursday in each and every week of the entire year, this includes collection, transportation and disposal of said materials. Disposal location at the discretion of the Contractor in compliance with these specifications and all Federal, State and Local law.

	TIME PERIOD	COST PER TON
Year 1	2020	
Year2	2021	
Year 3	2022	
Year4	2023	
Year 5	2024	

Individual

Name of Firm or Title

Date

Signature

PROPOSED OPTION #2

Collection of **solid waste** shall be made, in total compliance with the specifications contained in this bid document, twice each week on Monday and Thursday in each and every week of the entire year, this includes collection and transportation, but does not include the cost of disposal of said materials. Disposal location to be determined by the Borough, which shall be within thirty-five (35) miles of the center of the Borough.

	TIME PERIOD	COST PER TON
Year 1	2020	
Year2	2021	
Year3	2022	
Year4	2023	
Year 5	2024	

Waste Directed to: _____

INDIVIDUAL

NAME OF FIRM OR TITLE

DATE

SIGNATURE

PROPOSED OPTION #3

Disposal of **solid waste** in total compliance with the specifications contained in this bid document. This does not include pick up or transportation of solid waste.

	TIME PERIOD	COST PER TON
Year 1	2020	
Year2	2021	
Year 3	2022	
Year4	2023	
Year 5	2024	

Waste Directed to: _____

 Individual

 Name of Firm or Title

 Date

 Signature

ATTACHMENT 2

Borough of Elmwood Park - Municipal DATA

RESIDENTIAL SOURCES:

Single Family:	<u>3,695*</u>
Two to Four Families:	<u>2,792*</u>
Five Family or Higher:	<u>898*</u>
Total:	<u>7,385*</u>

*All numbers are approximate.

Multi-family units and Townhome/Condominium units are only picked up should a suitable container be used at curbside.

COMMERCIAL SOURCES:

Total:	0 to be picked up via contract
--------	--------------------------------

INSTITUTIONAL SOURCES:

Schools:	4
Total:	4

MUNICIPAL SOURCES:

Municipal Buildings:	4
Litter Baskets:	16
(Other):	2

Total: 19

POPULATION: 2010 Census 19,403

AREA: 2.8 Square Miles

TOTAL ROAD MILES 40.45 Municipal
5.04 County
5.15 State

TONNAGE REPORT (December 2018-November 2019):

Solid Waste: 8,104.41 tons estimated

RECYCLING TONNAGE: Not Required for Elmwood Park

SECTION III

SOLID WASTE

BIDDING AND CONTRACT DOCUMENTS

REQUIRED WITH SUBMISSION

BIDDING DOCUMENTS

BIDDING DOCUMENT CHECKLIST

FORM OR DOCUMENT	MANDATORY SUBMISSION	FORM OR DOCUMENT PROVIDED (PLEASE INITIAL)
Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with NJSA 13:1E126.		
Statement of bidder's qualifications, experience and financial ability.		
A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough.		
Stockholder statement of ownership.		
Non-collusion affidavit.		
Consent of Surety.		
Business registration certificate.		
Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid documents.		
Proposal.		
Completion of this Bidding Document Checklist.		

Name of Firm or Individual

Title

Signature

Date

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER

Name _____

Complete _____

Address _____

Telephone Number _____

Certificate Number _____

Date _____

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER.

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ }

SS: Solid Waste Material Removal

I, _____, am the _____
(Name of Affiant) (Owner, Partner, President or Other Corporate Officer)

of the _____, and being duly sworn, I depose and say:
(Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge .
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the governing body to award to _____ the contract
(Name of Bidder)
for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Governing Body of the Borough may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
_____ DAY OF _____, 20

Notary Public of _____

My Commission expires _____

Note: A partnership must give firm name and signature of all partners. A Corporation must give full corporate name
and signature of official and the corporate seal.

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the Proposal.**

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Governing Body of the Borough under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Governing Body of the Borough in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste and disposal services contracts that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of Contracting Unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from _____ to _____ ?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of the Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment is to be leased or purchased is not located at the address(s) given above in answers to questions 8 and 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.

13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

BID GUARANTEE

Bid Guarantee - All persons bidding on this commodity/service shall provide a bid guarantee with their bid submission. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into the contract therefore and Will furnish any performance bond or other security required as a guarantee of indemnification.

TO: The Borough
RE: Solid Waste Materials Collection Services

Pursuant to N.J.S.A. 40A:11-21, All Bidders are required to submit a Bid Guaranty in the amount of 10% of the Total Bid (including any alternates), but not in excess of \$20,000.00 and may be given, at the option of the Bidder, by certified check, cashier's check or Bid Bond .

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, hereinafter called the Principal:

Principal Name: _____

Principal Address: _____

and the Surety:

Surety Name: _____

Surety Address: _____

a corporation duly organized under the laws of the State of _____ are hereby held and firmly bound onto the Borough, as Owner, in the penal sum of

(GUARANTEE AMOUNT IN WORDS)

(GUARANTEE AMOUNT IN NUMBERS)

for the payment of which sum, well and truly to be made, the said principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Borough a certain Bid, attached hereto and made a part hereof to enter into a contract in writing for the following Project:

SOLID WASTE MATERIALS COLLECTION SERVICE

NOW, THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the specifications and/or contract documents with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds within the time specified, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHERE OF, the Principal and the Surety have hereunto set their hands and sea, 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 set forth below.

SIGNED AND SEALED this _____ Day of _____ 20____ A.D.

_____(Seal)
PRINCIPAL

TITLE

WITNESS

_____(Seal)
SURETY

WITNESS

TITLE

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2 et seq., no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the Stock, of any class or all individual partners who own a ten percent (10%) or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses or every noncorporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Legal Name of Bidder	Date
Street Address	City
	State
	Zip Code
Telephone#	Fax
	E-mail address

CHECK TYPE OF BUSINESS ENTITY:

	Date	Where	
	Incorporated	Incorporated	
Corporation	_____	_____	Limited Partnership _____
Limited Liability Corporation	_____	_____	_____
			Limited Liability Partnership _____
Subchapter S Corporation	_____	_____	Sole Proprietorship _____
Partnership	_____		

Listed below are the names and address of all stockholders or individuals who won ten (10) percent or more of its stock of any class(es), or who own ten (10) percent greater interest therein.

Name	Address
Name	Address
Name	Address

If more space is required, continue listing on a separate page and include with bid submittal.

If no stockholder or partner owns ten percent (10%) or more of the business submitting the bid, please sign and date this form. I certify that no stockholder or partner owns ten percent (10%) or more of the business submitting this bid:

S/ _____
 President, Vice President or signature of authorized representative

Date

FAILURE TO COMPLETE THIS FORM OR SIGN THE ABOVE STATEMENT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

SS: Solid Waste Materials Collection Services

I, _____, of the City of _____, in the County _____
(Name of Affiant)

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

I am employed by the firm of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fee, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Governing Body of the Borough rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the contract for this project.

I fully warrant that no person 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 bona fide established commercial or selling agencies maintained by _____.
(Name of Bidder)

Name of firm or individual

Title

Signature

Date

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

Notary Public

My Commission expires on _____.

****FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL
RESULT IN REJECTION OF THIS PROPOSAL.**

CONSENT OF SURETY

Consent of Surety - Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Borough stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

TO: · The Borough
RE: Solid Waste Materials Collection Services

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Name of Surety)

a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New Jersey do hereby consent and agree with the
Borough, that if the foregoing proposal of _____
(Name of Bidder)

Hereinafter called the Contractor, for Solid Waste Materials Collection Services be accepted, and a Contract for said work be awarded to said Contractor, we will, upon it being so awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall provide security through the issuance of a Performance Bond to be in an amount equal to one hundred percent (100%) of the Contract price and to be conditioned so as to indemnify the Borough against loss due to the failure of the Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and dated this _____ day of _____, 20_____

(Surety Seal)

By: _____
NAME OF ATTORNEY-IN FACT

SIGNATURE

IMPORTANT: Consent of Surety must be signed by an authorized agent or representative of the Surety Company. The Consent of Surety and Bid Bond are to be accompanied by a consistently dated Power of Attorney

PROPOSAL

Proposal for Solid Waste Collection Materials

I or We _____
(Print Bidder's Name)

Of _____
(Bidders Firm)

(Complete Address)

(City, State and Zip Code)

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

REFER TO: SOLID WASTE Sections I and II

(Signature)

(Title)

AFFIX SEAL
IFA CORPORATION.

PROPOSED OPTIONS

REFER TO:

SOLID WASTE Section II

CONTRACT DOCUMENTS

REFER TO: SOLID WASTE Section II

PERFORMANCE AND PAYMENT BOND

TO: The "Borough"
(See page I of this Section) RE: Solid Waste
Materials Collection Services

KNOWN ALL MEN BY THESE PRESENT: that we, the undersigned Bidder:

BIDDER NAME: _____

BIDDER ADDRESS: _____

hereinafter called the Principal (Contractor), and the Surety:

SURETY NAME: _____

SURETY ADDRESS: _____

a Surety duly authorized and existing under the laws of the State of _____ and authorized to transact business in the State of New Jersey, are held and firmly bound onto the Borough, as Obligee (Borough), in the penal sum of

\$ _____
AMOUNT IN NUMBERS AMOUNT IN WORDS

lawful money in the United States for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ entered into a Contract with the Borough for the supplying of Solid Waste Materials Collection Services.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor, its representatives or assigns, shall promptly and faithfully perform said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and true intent and meaning, including repair and/or replacement of defective work, and shall fully indemnify and save harmless the Borough from all cost and damage which it may suffer by reason of the Contractor's failure to do so, and shall fully reimburse and repay the Borough for all outlay and expense which the Borough may incur in making good any such default, and shall protect said Borough against and pay such default, and shall protect said Borough against and pay any and all amounts, damages, costs, and judgments which may or shall be recovered against said Borough or its officers or agents or which the said Borough may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work or the manner of doing the same *or* the neglect of said Contractor or its agents or servants or the improper performance of the said work by the said Contractor or its agents or servants or the infringement of any patent or patent right by reason of the use of any materials furnished or worked on as aforesaid or otherwise, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, for itself, its successors and assigns, hereby stipulates and agrees, if required do to so by the Borough, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Contractor fails or neglects to fully perform and complete such work. The Surety further agrees to commence such work of completion with twenty (20) days after written notice thereof is received from the Borough and to complete such work within such time as the Borough may fix.

In the alternative, the Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that it will obtain a bid or bids for submission to the Borough for completion of the contract in accordance with its terms and conditions, and upon determination by Borough and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Borough and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the contract price. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Borough to Contractor under the contract and any amendments thereto, less the amount previously paid by Borough to Contractor. The costs for which the Surety may be liable hereunder shall not exceed the amount set forth in the first paragraph hereunder.

The Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or. to the work of to the specifications.

The Surety expressly agrees that this bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the contract increasing the contract price not more than twenty percent (20%), so as to bind the Contractor and the Surety to the full and faithful performance of the contract as so amended.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____

PRINCIPAL

ATTEST:

BY: _____
(PRINCIPAL'S REPRESENTATIVE)

(WITNESS AS TO PRINCIPAL)

SURETY

BY: _____
(SURETY ATTORNEY-IN FACT)

(SURETY SECRETARY)

NAME: _____ TITLE: _____

SEAL

(WITNESS AS TO SURETY)

(SURETY ADDRESS)

NOTES:

1. The date of the bond shall not be earlier than the date of or a date after the date of the agreement.
2. The Surety Company shall be authorized to transact business *in* the State of New Jersey and have sufficient resources to issue the Bond.
3. If the contractor is a partnership, all partners shall execute the Bond

VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

SS: Solid Waste Materials Collection Services

I, _____, am the
(Name of Affiant)

(Identify relationship to Bidder: Owner, Partner, President, or Other Corporate Officer)

Of the _____, and being duly sworn, I depose, and say:
(Name of Bidder)

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

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough is not feasible, that the Borough will not be responsible for disposal costs for waste generated outside the Borough.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Borough to damages arising therefrom.

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

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

Notary Public of

My Commission expires on _____

CERTIFICATE OF INSURANCE

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:268-6.17. The insurance policy shall name the "Borough" (see page I of this Section) as an Additional Named insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned bidder hereby acknowledges receipt of the following Addenda:

Acknowledgement Addendum Number	Date Received	Method of Receipt (Mail, Fax, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE CHECK IF NO ADDENDA WERE RECEIVED:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

SS: Solid Waste Materials Collection Services

I, _____, of the
(Name of Affiant)

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

I am employed by the firm of _____ the bidder submitting
(Name of Bidder)

the Bid Proposal for the above-named project, in the capacity of _____
(Title of Affiant)

and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

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

Notary Public of

My Commission expires on _____

EMPLOYMENT OPPORTUNITY LANGUAGE
(NJSA 10:5-31 et seq: NJAC 17:27)

GOODS AND SERVICES AND PROFESSIONAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recommitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's web site at www.state.nj.us/treasury/contract/compliance)

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