

BOROUGH OF NEW PROVIDENCE
UNION COUNTY, NEW JERSEY
SPECIFICATIONS AND BIDDING DOCUMENTS
FOR
**RECYCLING COLLECTION WITH MARKETING
AS AN ALTERNATE BID**

MAYOR
Allen Morgan

COUNCIL MEMBERS

Matthew Cumisky
Peter DeSarno
Nadine Geoffroy
Michele Matsikoudis
Robert Muñoz
Robert Robinson

BOROUGH ADMINISTRATOR
Douglas R. Marvin

BOROUGH CLERK
Wendi B. Barry

BOROUGH ATTORNEY
Paul Rizzo, Esq.

TABLE OF CONTENTS

Table Of Contents	Page
I. NOTICE TO BIDDERS.....	3
II. INSTRUCTIONS TO BIDDERS.....	5
III. GENERAL AND SUPPLEMENTARY CONDITIONS.....	9
IV. DETAILS SPECIFICATIONS	18
V. RECYCLING BID SPECIFICATIONS.....	22
VI. BID PROPOSAL.....	23
A. Bidders Checklist.....	24
B. Bid Proposal Form.....	25
C. Bidder’s Questionnaire	28
D. Statement of Bidder’s Qualifications, Experience and Financial Ability	30
E. Bidder’s Affidavit	31
F. Form of Bid Bond	32
G. Stockholder Statement of Ownership	33
H. Stockholder List	34
I. Non-Collusion Affidavit	35
J. Consent of Surety	36
K. Affirmative Action Regulations	37
L. Bidder’s Safety Acknowledgement	38
M. Exhibit A: Mandatory Affirmative Action Language	39
N. Exhibit B: Americans With Disabilities Act of 1990 Language	41
O. Tonnage Recycling Report: 1/1/17 to 12/31/17	43

I. NOTICE TO BIDDERS

NOTICE TO BIDDERS BOROUGH OF NEW PROVIDENCE

Sealed bids will be accepted by overnight delivery, certified or registered mail or in person at the Borough of New Providence, Municipal Center, 360 Elkwood Avenue, New Providence, New Jersey at **10:00 am on Tuesday, November 10, 2020** in office of the Borough Clerk for:

RECYCLING COLLECTION WITH MARKETING AS AN ALTERNATE BID

The Borough of New Providence shall not be responsible for any bid mailed which is lost in transit or delivered late. At the above time, all bids received will be publicly opened and read aloud. All bids must be presented in a sealed envelope which is clearly marked: "Bid for Recycling Collection with Marketing as an Alternate". No bid will be received after the time and date specified.

All bids shall be in accordance with plans and specifications prepared by the Business Administrator Douglas Marvin, and are on the bid forms provided by the Borough in the bid package and no other forms will be accepted. Specifications and bid forms can be obtained at the Borough Clerk's Office, 360 Elkwood Avenue, New Providence, New Jersey, between the hours of 8:30 am and 4:00 pm Monday through Friday.

The Borough reserves the right to require a complete financial and experience statement from prospective Bidders showing that they have satisfactorily completed work of the nature required before awarding the Contract.

Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Borough Clerk, Borough of New Providence, 360 Elkwood Ave., New Providence, New Jersey 07974, by the date set forth above. All documents in the enclosed bid package must accompany the bid proposal and/or proposals. The bid security shall be in the amount of ten percent (10%) of the total amount of the bid or twenty-thousand dollars (\$20,000.00), whichever is lower.

The Borough reserves the right to reject any or all Bids or to waive any informalities where such informality is not detrimental to the best interest of the Borough. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Specifications.

The successful Bidder shall be required to comply with the following:

- A. Affirmative Action requirements (P.L. 1975, C.127, N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27-1 et seq.).
- B. The provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.).
- C. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.

D. Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1).

E. Anti-Drug/Alcohol plan in accordance with 49 CFR Parts 40, 199 and 391.

BY ORDER OF the Mayor and Borough Council of the Borough of New Providence, Union
County, New Jersey

Wendi B. Barry, Borough Clerk

II. INSTRUCTIONS TO BIDDERS

- A. **Defined Terms** – The terms used in the instructions to bidders are defined in the General and Supplementary Conditions. The term “successful bidder” means the bidder to whom the Borough of New Providence, on the basis of its evaluation, makes an award.
- B. **Copies of Bidding Documents** – Information regarding the examination and procurement of bid documents may be found in the Notice to Bidders. Complete sets of bidding documents must be used in preparation of bids. The bidder shall take full responsibility for any errors or misinterpretations caused by the use of incomplete documents.
- C. **Qualifications of Bidders** – Each bidder must be prepared to submit written evidence to the Borough of New Providence of its qualifications to perform the work.
- D. **Examination of Contract Documents and Site** – Before submitting a bid, each bidder shall examine the contract documents completely, inspect the Borough and familiarize him/herself with any site conditions that may affect the cost, progress or performance of the work, become familiarly with any Federal, State, or Local Laws and ordinances that may affect the cost or performance of the work, and review both the bid documents and bidders observations to ascertain the effects of all pertinent information on the cost of performance of the work.

Submission of a bid constitutes a representation that the bidder has complied with all the requirements of these specifications. The bidder further represents that the contract documents are sufficiently clear and detailed to convey understanding of all the terms and conditions for the performance of the work.

- E. **Bid Security** – Each bidder shall submit a bid deposit in an amount equal to ten percent (10%) of the base bid or twenty-thousand dollars (\$20,000.00), whichever is less. Bid deposits shall be in the form of a certified bond provided by a company licensed to do business in the State of New Jersey.

Bidders shall also provide a Consent of Surety from a surety company licensed to do business in the State of New Jersey, and with an A.M. Bests rating of B+ or better, showing evidence that they will provide a Performance Bond in the full amount of the contract if the bid is awarded to the bidder. In lieu thereof the equivalent as to an irrevocable letter of credit may be provided.

The bid security of the successful bidder will be retained until said bidder has executed the contract and provided the required performance bonds. At that time it will be returned. If the successful bidder fails to execute the contract and provide performance guarantees with fifteen (15) days after the notice of award, the Borough of New Providence may void the award and the bid security will be forfeited.

The bid security of the three (3) apparent lowest bidders may be retained by the Borough of New Providence until the sixty-first (61) day after the bid openings. The bid security of all other bidders will be returned with ten (10) days of the bid opening.

F. **Contract Time** – The contract shall be awarded for a minimum of one (1) year and up to five (5) years:

G. **Preparations of Bids** –

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.

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.

The bid proposal contains Alternative Base Bid options. Only one Alternative Base Bid will be awarded under this Contract.

H. **Submission of Bids** – Bids shall be submitted at the time and place indicated in the Notice to Bidders. Bids submitted by mail shall not be the responsibility of the Borough of New Providence. Bids shall be clearly marked “Bid for Recycling Collection with Marketing as an Alternate Contract”. No bid proposal will be accepted past the date and time specified by the Borough of New Providence in the advertisement for bids.

I. **Modification and Withdrawal of Bids** – Bids may be modified or withdrawn by an appropriate document delivered to a place where bids are submitted at any time prior to the opening of the bids.

J. **Bid Opening** – Bids will be opened publicly and read aloud at the time and place specified in the notice to bidders. Bids received after the time specified will be returned unopened.

K. **Contract Award** – The Borough of New Providence reserves the right to reject any and all bids, to waive any and all informalities and to negotiate non-biddable contract terms with the successful bidder and to disallow all non-conforming, non-responsive or conditional bids.

The Borough of New Providence may conduct any investigations it deems necessary to evaluate any bid and to establish the qualifications, responsibility and financial ability of the bidders and their associates, subcontractors and suppliers to perform the work in accordance with the contract documents and within the time frame specified.

The Borough of New Providence reserves the right to reject the bid of any bidder who does not pass any phase of the Borough’s evaluation. If the bid is to be awarded, it will be

awarded to the bidder who submits the lowest responsible bid that the Borough deems to be in the best interest to undertake.

The contract, if any, shall be awarded within sixty (60) days after the date of the bid opening. In accordance with the State Law, the three (3) lowest responsible bidders may be asked to extend their bids for an additional (30) day period, if deemed necessary by the Borough.

- L. **Contract Execution** – When the Borough of New Providence issues a notice of award to the successful bidder, it will be accompanied by three (3) unsigned sets of the contract. Within fifteen (15) days of said notice, the Contractor shall sign all copies and return them to the Borough. Within ten (10) days after the receipt of the contracts from the Contractor, the Borough will execute the contract and return one (1) copy to the Contractor.
- M. **Bonding and Insurance Requirements** – Bonding and Insurance Requirements shall be set forth in the General and Supplementary Conditions. Bonds and insurance certificates shall be submitted to the Borough together with the executed contracts.
- N. **No Assignment Of Bid** – There shall be no assignment of the contract or any part thereof or of any money due or to become due thereon without the written consent of the Municipal Council of the Borough of New Providence as expressed by Resolution.
- O. **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 Forms(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 of New Providence may not award a Contract until all tabulations are complete.
- P. **Conflict Of Interest And Non-Collusion** – Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:
 - 1. 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;
 - 2. 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
 - 3. 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 NJ.AC. 7:26-16 et seq.

Q. In accordance with N.J.S.A.13:1E-29, the form of contract to be executed shall contain a paragraph providing for renegotiating of the contract in the event of a change in the Solid Waste Management Plan for the Union County Solid Waste District which affects the terms of the contract or any performance under the contract.

III. GENERAL AND SUPPLEMENTARY CONDITIONS

A. Definitions

1. **Addenda**: Written or graphic instructions issued prior to the opening of the bids which clarify, correct, or change the bidding documents or the contract documents.
2. **Agreement**: The written agreement between the Borough of New Providence and the Contractor covering the work to be performed; other contract documents are attached to the agreement and made a part thereof as provided therein.
3. **Application for payment**: The form accepted by the Borough of New Providence which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the contract documents.
4. **Bid**: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
5. **Bidder**: Any person, firm or corporation submitting a bid for the work.
6. **Bonds**: Bid, performance, and labor and material payment bonds and other instruments of security. An irrevocable letter of credit is acceptable in lieu of a bond.
7. **Borough**: Borough of New Providence.
8. **Borough Administrator**: The Chief Administrative Officer of the Borough of New Providence.
9. **Contract Documents**: The Agreement, addenda, (which pertain to the contract documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the contract, the bonds, these General Conditions, the Supplementary conditions, the specifications, together with all modifications issued after the execution of the contract.
10. **Contract Price**: The money payable by the Borough of New Providence to the Contractor under the contract documents as stated in the contract.
11. **Contract Time**: The number of days or the date stated in the contract for the completion of the work.
12. **Contractor**: The person, firm or corporation with whom the Borough of New Providence has entered into agreement.
13. **Day**: A calendar day of twenty-four (24) hours measured from 12:00 a.m. to 11:59 p.m.
14. **Defective**: An adjective which when modifying the work refers to work which 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.

15. **Effective Date of the Contract:** The date indicated in the agreement on which it becomes effective, but if no such dates are indicated, it means the date on which the contract is signed and delivered by the last of the two parties to sign and deliver.
16. **Municipal/Governmental Buildings:** Buildings owned by the Borough of New Providence which are to receive collection as specified therein.
17. **Notice of Award:** The written notice by the Borough of New Providence to the apparent successful bidder stating that upon his compliance with the conditions enumerated therein, within the time specified, the Borough will sign and deliver the contract.
18. **Multi-Family Dwelling:** Any housing building with 2 or more housing units, including condominium complexes, which are to receive collection as specified herein.
19. **Designated Recyclable:** Those materials identified by the Borough of New Providence representing post – consumer materials which were generated within the Borough of New Providence, that have a verified certifiable market. Glass, Aluminum, Plastic and Ferrous Containers including but not limited to: aluminum beverage containers, glass bottles and jars, pourable plastic bottles (As required by Union County Solid Waste Management Plan) (except those containing hazardous materials), empty aerosol containers and steel/tin food and beverage containers. Paper products including but not limited to:
newspapers, newspaper inserts, corrugated cardboard, envelopes, junk-mail, magazines, cereal boxes, paper bags, office paper, computer paper, school paper, telephone books, paperback books and gift boxes.
20. **Recycling Market:** If a Union County Facility, market must be in the Union County Solid Waste Plan.
21. **Residential Housing Unit:** A dwelling unit located in the Borough of New Providence.
22. **Commingled Collection of Glass, Aluminum, Plastic and Ferrous Containers:** Shall mean any designated recyclable material i.e., glass, aluminum, ferrous and plastic containers (As required by Union County Solid Waste Management Plan) as defined herein, which are mixed and placed in a single designated container for collection.
23. **Commingled Collection of Paper Products:** Shall mean that the Contract must be capable of collecting the designated paper recyclable materials as defined herein in either a paper bag, or designated container.
24. **Single Stream Collection:** All designated recyclables as stated in sections 22 and 23 above may be placed in one container.
25. **Designated Container:** Shall mean receptacles approved by the Borough and Contractor to be utilized for the placement of Designated Recyclable at the curbside for collection.

26. **Dual Stream Collection:** Shall mean that material with fiber content (paper and cardboard) is collected separately from containers, such as plastic, glass and cans.

B. Bonding and Insurance Requirement

1. **Performance Bond:** The contractor shall furnish a performance bond or irrevocable letter of credit in the amount equal to the collection cost of the bid price. Bonds may be reduced, on a yearly basis, over the life of the contract in the amount equal to the value of the work remaining under the contract. All Bonds shall be issued by a company licensed to do business in the State of New Jersey and shall have an A.M. rating of B+ or better. The form of all bonds shall be subject to the approval of the Municipal Attorney.

2. **Contractor's Liability Insurance:** – Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection and hold the Borough of New Providence harmless from claims set forth below which may arise out of or result from Contractor's performance of the work, and Contractor's obligations under the contract documents, which such performance of the work is by Contractor or by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts, any of them shall be liable in accordance with the following:

If the surety of any bond furnished by the Contractor is declared bankrupt or becomes insolvent or has its right to do business terminated in the State of New Jersey, the Contractor shall substitute another bond and surety, acceptable to the Borough of New Providence, within ten (10) days of such occurrence.

- a) claims under workman's compensation, disability benefits and other similar employee benefit act;
 - b) claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees;
 - c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - d) claims for damages insured by personal injury liability coverage which are sustained:
 - 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contract
 - 2) by any other person for any other reason;
 - e) claims for damages, because of injury to or destruction of tangible property, including the loss of use resulting there from
 - f) claims for damages, because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
 - g) claims for damages because of bodily injury or death of any person arising out of operation of law;
3. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Borough of New Providence. All insurance shall remain in effect until the final payment.

4. Certificates of the insurance required to be purchased shall be filed with the Business Administrator with the name of the Borough as an additional insured. Certificates shall be acceptable to the Borough and shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Borough and the Contractor. The Contractor is reminded that policies must be issued on an act or occurrence basis.
5. The policies shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Borough, its employees and agents. It is the intention of the parties that the policies shall protect all of the parties and be primary coverage for any and all losses covered by the above described insurance.
6. The contract shall provide insurance with coverage not less than the following amounts or greater where required by law:
 - a) Workmen's compensation – unlimited coverage and in accordance with the New Jersey statutes for employer's liability.
 - b) Comprehensive general and contractual liability insurance coverage. Policy to include personal liability, property damage, contractual liability, explosion, collapse and underground hazard coverage and completed operations coverage for the term of the contract: Each person \$1,000,000.00/Each Occurrence: \$3,000,000.00.
 - c) Comprehensive automobile liability insurance coverage: Bodily injury and property damage: Each person \$500,000.00/ Each Occurrence: \$1,000,000.00; Property damage \$100,000.00 / Each Occurrence: \$1,000,000.00.
 - d) Excess general and automobile liability umbrella coverage at a minimum of \$5,000,000.00.
7. Endorsements shall state that to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Borough of New Providence and its agents and employees from and against all claims, damages, losses and expenses incurred in the performance of the contract.
8. The Borough of New Providence, its officials, agents and employees shall be named as additional insured on General Liability, Automobile Liability and Umbrella policies. Copies of all policies shall be furnished to the Township upon request.

C. AFFIRMATIVE ACTION REQUIREMENTS

1. If awarded a Contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
2. Within seven days after receipt of notification of the Borough of New Providence's intent to award any contract, the Contractor must submit one of the following to the contracting unit:
 - a) If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
 - b) If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
 - c) If the Contractor has none of the above, the contracting unit shall provide the

Contractor with an (A.A.302) affirmative action employee information report.

3. If the Contractor does not submit the affirmative action document within the required time period, the Borough of New Providence may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of New Providence to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

D. CONTRACTOR'S RESONSIBILITIES

1. Employee wage reporting: The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:
 - a) The contractor shall 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. In addition 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 Borough awarding the contract, any other party to the contract, and the commissioner.
 - b) 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 Borough for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to: Borough Clerk, Borough of New Providence, 360 Elkwood Ave. New Providence, New Jersey, 07974

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

2. Supervision: The Contractor shall supply a competent supervisor who shall be within one hour travel time of the Borough of New Providence at all times while collections are being made and be equipped with suitable communications with his office. It shall be the supervisor's responsibility to monitor the collections being made, receive any complaints, and to resolve disputes with respect to the services to be provided under this contract. It shall also be the responsibility of supervisor to notify the Office of the

- Director of Public Works or the Municipal Recycling Coordinator at any time that problems are experienced with the collection procedure and to advise the Director of Public Works/Recycling Coordinator of the steps being taken to correct the problem/problems.
3. The Contractor shall maintain an employee in the supervisor's office who shall be available in person and by local telephone service from New Providence to receive and handle complaints or inquiries between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday. An emergency telephone number (hotline) for calls to be made after or before regular working hours or on weekends shall also be provided. The hotline number must be a local call or an (800) number. Relevant recycling information should be provided on the recorded message.
 4. Labor: The Contractor shall be responsible for providing competent labor as defined herein within the Borough of New Providence. At the request of the Director of Public Works/Municipal Recycling Coordinator, the contractor shall provide the Borough with a list of employees who will be utilized in the performance of the contract. The Contractor will provide the driver's license numbers of all contractors' employees who drive vehicles in the performance of the contract in the Borough. The Contractor will immediately notify the Borough of any additions, deletions, or modifications to the employee list as provided above.
 5. The Director of Public Works/Recycling Coordinator may require a suspension or removal from service in the Borough of any Contractor, authorized subcontractor employee for one or more of the following offenses during working hours:
 - a) intoxication
 - b) the use of loud, profane, vulgar, or obscene language
 - c) soliciting gratuities or tips from the general public or private commercial/industrial properties for services provided hereunder
 - d) the refusal to collect or handle recyclables as herein required and defined
 - e) the wanton or malicious damage or destruction of containers or receptacles or other private property.
 - f) the wanton or malicious scattering or spilling of garbage, trash, recyclables, etc.
 - g) any other wanton, willful or reckless disregard of safety or sanitary requirements
 - h) any act which may constitute a public nuisance or disorderly conduct
 6. Equipment: The Contractor shall provide such equipment, in such number and size, to adequately accomplish the work as required under the contract.
 7. Proof of Recycling: Any weight receipts/slips of recycled materials or recycled materials or recycled tonnage listings are to be returned to the Director of Public Works/Municipal Recycling Coordinator on a monthly basis.
 8. Permits: The Contractor (whether for collection or marketing) shall obtain and pay for all permits required by law for the collection, transportation, processing and marketing of recyclables as required for their operations and fulfillment of this agreement .
 9. Laws and Regulations: The Contractor shall give all notices and comply with all Federal, State, and Local laws, ordinances and regulations applicable to the work which is the subject of the contract. If the Contractor observes that the specifications are at

variance therewith, the Contractor shall give the Director of Public Works/Municipal Recycling Coordinator prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Director of Public Works/Municipal Recycling Coordinator, the Contractor shall bear all costs arising there from.

10. Safety and Protection: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury to;
 - a) all employees on the job and other persons 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 frame approved by the Director of Public Works.

The 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.

11. The Contractor will insure that gratuities of any kind will not be accepted by the Contractor or Contractor's employees in the performance of the work as specified in the contract documents.

E. BOROUGH RESPONSIBILITIES

1. The Borough shall issue all communications to the Contractor through the Director of Public Works in writing, or by telephone, to be confirmed in writing.
2. The Borough shall make payments to the Contractor promptly after they are due, as specified in Section E of the General and Supplementary Conditions.

F. PAYMENTS TO THE CONTRACTOR

1. The Contractor shall submit vouchers for payment to the Director of Public Works during the first week of the month for services rendered during the previous month. All documentation must accompany said bill for services.
2. Requests for payment shall be on the standard voucher forms provided and approved by the Borough.
3. The Director of Public Works may make deductions for violations of the contract requirements as specified in the detailed specifications.
4. Payments will be made monthly upon satisfactory performance of service and upon receipt of a signed voucher from the successful bidder in the normal manner prescribed by law.

G. SUSPENSION OF WORK OR TERMINATION

1. The Borough may terminate upon the occurrence of any one or more of the following events:
 - a) If the Contractor, is adjudged as bankrupt or insolvent.
 - b) If the Contractor makes a general assignment for the benefits of creditors.
 - c) If the Contractor files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or similar laws.
 - d) If the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment.
 - e) If the Contractor repeatedly fails to make prompt payments for labor, materials or equipment.
 - f) If the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.
 - g) If the Contractor disregards any directive of the Borough.
 - h) If the Contractor otherwise violates in any 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 Contract price exceeds the direct and indirect costs of completion 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 verified by the Borough Administrator and incorporated in a change order, but in finishing the work the Borough shall not be required to obtain the lowest figure for work to be performed. 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 or payment of monies due the contractor by the Borough will not release the contractor from liability.
2. The Contractor may Stop Work or Terminate if, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Borough or under an order of the court of other public authority, or the Borough Administrator or the Borough fails to act in any application for payment within sixty (60) days.
3. The Contractor may Stop Work or Terminate if, through no act or fault of the contractor fails to pay the contractor any undisputed sum finally determined to be due within sixty (60) days, then the contractor may, upon seven (7) days written notice to the Borough or Borough Administrator terminate the contract and recover from the Borough payment for all work executed, and any expense sustained plus reasonable termination expenses.

H. QUALIFICATIONS OF BIDDERS

1. The bidder is required to complete a Statement of Qualifications to assure the Borough that he is qualified to perform the work in an acceptable manner. The

statement of qualifications shall include the following items, all of which must be completed for the bid to be considered complete:

- a) Any registration/certification number from the NJDEP that the bidder is authorized to engage in the business of recycling collection should this be required by law. If so, copy of Registration/Certificate to be provided.
 - b) Equipment owned or leased list and proof of equipment ownership or lease agreements conforming to the requirements of the detailed specifications.
 - c) Bidder qualification questionnaire and a list of municipalities with which bidder has contracted for recycling collections in the past five years; Including the name and phone number of the official reported to and description of the contract.
 - d) Statement of Financial Condition signed by the Contractor's President or Chief Financial Officer of Bidders Company.
2. Name of supervisor to be assigned to this work.
 3. Copies of NJDEP permits which cover the Contractor and his vehicles to be used under this contract should these permits be required by law.
 4. Sales and Use Tax: The Borough of New Providence is exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.

IV. DETAILED SPECIFICATIONS

- A. **Work Under this Contract:** The work to be performed under this contract will include collection from single dwelling units, multi-family dwellings, and public buildings.

The Borough is comprised of approximately 3,388 single family units and 254 units in the 2-4 and 13 units in the 5-8 multi-family categories, with twelve (12) Condo/Townhouse locations with 243 units. There are also seven (7) locations with 10 or more units with a total of 726 units. The total number of housing units that will be requiring collection service under this contract will be approximately 4,624. The Borough has an approximate area of 4 square miles and a population of approximately 12,000. There are nine (9) Municipal/Governmental Buildings.

The following designated recyclable materials must be collected in this contract: Commingled collection of Paper Products including but not limited to: newspaper, newspaper inserts, corrugated cardboard, cereal boxes, paper bags, envelopes, junk-mail, magazines, office paper, computer paper, school paper, telephone books, paperback books and gift boxes, as defined herein. Commingled collection of Glass, Aluminum, Ferrous and Plastic Containers including but not limited to: aluminum cans, glass (food beverage containers), plastic bottles & jugs (As required by Union County Solid Waste Management.), steel/tin (food or beverage containers) and empty aerosol cans, as defined herein.

All preparation guidelines for designated materials are subject to approval by the Borough.

Additional materials are encouraged to be added to the collection program, but must be mutually agreeable to the Borough and Contractor.

B. ROUTE OF COLLECTION

1. The Borough of New Providence consists of approximately 4 square miles, easily divided east and west sides, each comprised of approximately 2 square miles. Recycling is collected every two weeks – 26 times per year.

The contractor and the Borough shall mutually agree to a collection schedule in advance of the new calendar year – allowing adequate time to notify residents of any change in collection schedules. The schedule provided in Section C: 2. “Hours of Collection” cannot be deviated from, without approval from the Borough Administrator.

2. A Borough representative may accompany the Contractor, on his or its collection vehicle at the beginning of the contract and at such other times that the Borough deems necessary.

C. SCHEDULE/TIME OF COLLECTION

1. **Days of Collection**: The Borough will be collected in accordance with a pre-approved schedule upon the start of each contract year.
2. **Hours of Collection** – all collections shall be made between the hours of 6:30 a.m. and 7:00 p.m.
3. **Schedule**: The contractor will collect all materials in accordance with a pre-approved schedule upon the start of each contract.
4. **Inclement Weather**: In the event of severe inclement weather, such as severe snowstorms, hurricanes, or floods which preclude pickup on a given collection date, the Borough may direct the Contractor to modify his schedule to best serve the needs of the Borough of New Providence.

D. POINTS OF COLLECTION

1. **Curbside**: All recyclables to be collected from single family/multi-family dwellings less than ten (10) units shall be placed by the occupant (in the prescribed manner of preparation) at the curb line of a public street. Where there is no curb, materials shall be placed at the front of the property line. Where a question exists the Recycling Coordinator shall use best judgment to make a determination as to where receptacles shall be placed.
2. **Central Areas**: Municipal/Governmental Buildings and Multi-Family dwellings with ten (10) or more units may use a central area for recycling collection. This area must be agreeable by the Recycling Coordinator as well as the contractor. If deemed necessary by the Recycling Coordinator, the contractor must make arrangements to collect any Multi-family dwelling of ten (10) or more units on a more frequent basis, but not to exceed more than one collection per week.
3. Upon emptying receptacles, the Contractor shall return them to their original location with lids secured. The Borough will not tolerate containers being broken or thrown onto streets or lawns, etc. by the Contractor or his employees.

E. POINT OF RECYCLING DISTRIBUTION / PROCESSING / MARKETING

1. All designated recyclable materials collected under the contract shall be recycled at a site approved by the NJDEP and in accordance with the Union County Solid Waste Management Plan should the solid waste plan and/or the NJDEP amend its requirements.

F. EQUIPMENT REQUIREMENTS

1. The Contractor is required to provide the following as minimums for collection of recyclable materials under the contract:

- a) The Contractor shall provide the Borough with a list of all trucks, by license, DEP and registration number (if necessary), and all other equipment used in the performance of these specifications. In the event it becomes necessary to substitute vehicles, the contractor must notify the Director of Public Works at least ten (10) days in advance of said substitution with the exception of emergency situation, in which case the contractor must notify the Borough within twenty-four (24) hours after said emergency.
- b) All vehicles and equipment shall be maintained in good working and operating condition with respect to safety and sanitation. Equipment shall not be overloaded so that material may spill or drop in the street, nor such equipment allow for leakage of fluids. All trucks must be regularly cleaned and bear the name, address, and phone number of the Contractor in plainly visible lettering at least three (3) inches high. All vehicles must clearly indicate that they haul recyclable material and must use approved truck routes in and out of the Borough. Trucks and equipment shall be of a uniform color scheme. All vehicles and equipment shall be subject at all times to the Borough's approval.
- c) Each truck/vehicle shall have a least one broom and shovel to clean up debris that may be spilled or otherwise scattered during the process of collection. Any spillage will be collected at the time of the incident.
- d) The Borough may require from time to time the use of other equipment (trucks, 30 cubic yard roll off containers, roll off trucks, etc.) in a supportive role to services in the recycling program, whether commercial or residential, this equipment may be used at any time for any length of time when both agree that it is in the best interests of improving efficiency in the program.

G. MARKET REQUIREMENTS

The successful Contractor for Recycling Collection and Marketing Services will be responsible for maintaining agreements with viable certified markets.

H. VIOLATIONS OF CONTRACT REQUIREMENTS

It is understood that the orderly and proper collection of recyclables as defined herein, is a matter of serious and vital concern to the Borough of New Providence because of the effect which the same may have upon the health and welfare of the residents. Since it is difficult to calculate the actual damage to the citizens of the Borough of New Providence for failure to comply with the contract requirements, the following stipulated liquidated damages may be invoked on behalf of the Borough by the Borough Administrator, whose determination and certification of the same shall be final. The Borough Administrator shall notify the Contractor of all violations. If the violations are not corrected promptly, or represents after notice of the first, a repeated violation of the same requirement within any thirty (30) calendar day period, the Borough Administrator may invoke damages and make an appropriate deduction from the next payment to the Contractor in accordance with the following violation schedule:

1. Failure of a vehicle/truck crew to complete and finish a regular designated route - \$300.00 per day.
2. Using or maintaining truck in a leaking or unsanitary condition - \$500.00 per day.

3. Damaging or carrying away receptacles - \$5.00 and/or repair or replace with equal quality receptacle within five (5) working days.
4. Failure to clean up any materials spilled from or draining off equipment - \$200.00 per offense.
5. Failure to return receptacle to proper position - \$5.00 per offense.
6. Failure to clean up spillage at an individual property - \$10.00 per offense.
7. Failure to promptly repair damaged public facilities after notice and adequate time to repair up to \$100.00/day as determined by the Borough Administrator.
8. Failure to execute any portion of the terms, specifications, or general conditions up to \$100.00 per violation as determined by the Borough Administrator.
9. The Borough of New Providence reserves the right to terminate the contract upon thirty (30) days written notice in the event the contractor fails to perform services satisfactorily as may be determined by the officials of the Borough of New Providence.

V. RECYCLING BID SPECIFICATION

Qualifications: Bidders must prove, by experience, they are capable of collecting and processing and/or marketing recyclable materials. Award of contract will require references from municipalities with similar requirements and of comparable size and population. A listing of equipment and personnel available will be requested.

Collection: The successful bidder will be responsible for curbside collection of all designated recyclable materials for all housing units, plus collection stops (leaving the roadway) at designated central locations, 9 Municipal Governmental Buildings and 4624 single family houses.

Improper Materials Preparation: The Contractor is to have a notice prepared and approved by the New Providence Recycling Coordinator which can be placed on any container or stack of materials which contain improperly prepared materials. This notice must clearly explain the error and be of a color and size to attract the attention of the resident. Every effort should be made to ensure that the notice does not become litter. A listing of those stops who incorrectly prepared their recyclables will be given to the New Providence Recycling Coordinator at the end of each collection day.

Reporting Requirements: The Contractor will provide a report to the New Providence Municipal Recycling Coordinator on a monthly basis. This report must clearly (legibly) state the designated weights of each and every recyclable collected during the preceding month.

The Borough reserves the right under the contract to enter upon the Contractor's premises and to inspect the Contractor's equipment and facilities for the purpose of insuring compliance with these specifications and the contract.

VI. BID PROPOSAL

1. Bidders Checklist
2. Bid Proposal Form
3. Bidder's Questionnaire
4. Statement of Bidder's Qualifications, Experience and Financial Ability
5. Bidder's Affidavit
6. Form of Bid Bond
7. Stockholder Statement of Ownership
8. Stockholder List
9. Non-Collusion Affidavit
10. Consent of Surety
11. Affirmative Action Regulations
12. Bidder's Safety Acknowledgement
13. Exhibit A: Mandatory Affirmative Action Language
14. Exhibit B: Americans With Disabilities Act of 1990 Language
15. Tonnage Recycling Report: 1/1/17 to 12/31/17

BIDDER'S CHECKLIST

Required by Owner	Read, Signed and Submitted	Initial
<input checked="" type="checkbox"/> Bidder's Checklist	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bid Proposal Form	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Questionnaire	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Statement of Bidder's Qualifications, Experience and Financial Ability	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Affidavit	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bid Guarantee (Form of Bid Bond) (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Stockholder Statement of Ownership	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Stockholder List	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Consent of Surety (with Power of Attorney for full amount of Bid Bond)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Affirmative Action Regulations	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Bidder's Safety Acknowledgement	<input type="checkbox"/>	_____
Provided by Owner	Reviewed	Initial
<input checked="" type="checkbox"/> Insurance Requirements and Hold Harmless Language	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Mandatory Affirmative Action Language (Exhibits A & B)	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Americans with Disabilities Act of 1990 Language (Exhibit C)	<input type="checkbox"/>	_____

BID PROPOSAL FORM

The undersigned declares that he/she has personally examined the Notice to Bidders, Instructions to Bidders, and Specifications for the legal Recycling Collection and Marketing Services for the Borough of New Providence.

The following price(s) is (are) submitted for provision of recycling services (including curbside, and municipal buildings where deemed necessary)

OPTIONS

BID: Single Stream Recycling - Collection only. *Recycled material will be delivered to a facility within 25 miles of New Providence as directed by the DPW Manager/Recycling Coordinator.*

BID: Dual Stream Recycling - Collection only. *Recycled material will be delivered to a facility within 25 miles of New Providence as directed by the DPW Manager/Recycling Coordinator.*

ALTERNATE: *Single and Dual Stream Recycling Program including collection and all disposal costs associated with the program.*

Length of Agreement: The Borough reserves the right to select the period of time for the agreement up to five years.

BID PROPOSAL

Price for collection only of all recyclables, for up to a five (5) year period: *Recycled material will be delivered to a facility within 25 miles of New Providence as directed by the DPW Manager/Recycling Coordinator.*

	A. Single Stream	B. Dual Stream
a. 1 st year amount	\$ _____	\$ _____
b. 2 nd year amount	\$ _____	\$ _____
c. 3 rd year amount	\$ _____	\$ _____
d. 4 th year amount	\$ _____	\$ _____
e. 5 th year amount	\$ _____	\$ _____
f. Total	\$ _____	\$ _____
g. Unit price per household	\$ _____	\$ _____

ALTERNATE BID:

Lump sum price for collection and disposal of all recyclables, for up to a five (5) year period.

	A. Single Stream	B. Dual Stream
a. 1 st year amount	\$ _____	\$ _____
b. 2 nd year amount	\$ _____	\$ _____
c. 3 rd year amount	\$ _____	\$ _____
d. 4 th year amount	\$ _____	\$ _____
e. 5 th year amount	\$ _____	\$ _____
f. Total	\$ _____	\$ _____
g. Unit price per household	\$ _____	\$ _____

IN WITNESS WHEREOF, the bidder has executed this Bid and proposal and agrees to perform work in accordance with the terms and conditions of the Contract Documents if awarded this Contract.

NAME OF BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE: _____

BIDDER'S FAX: _____

BY: _____
(Signature of President if a Corporation or other duly authorized representative)

PRINT NAME AND TITLE: _____

ATTEST: _____
(Signature of Secretary if a Corporation or other duly authorized representative)

PRINT NAME AND TITLE: _____

BIDDER'S QUESTIONNAIRE

NAME: _____

ADDRESS: _____

EXPLANATORY

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste and garden waste collection for the *Borough of New Providence*. **Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.**

1. How many years have you been in business as a refuse contractor under your present name? _____

2. To be answered in case of partnership:
(a) Date of partnership: _____
(b) Give address where partnership maintains its principal office: _____

(c) Name and Address of each partner: _____

(d) Extent of financial interest of each partner: _____

3. To be answered in case of Corporation:
(a) Date when organized: _____
(b) Incorporated under the laws of what State: _____
(c) Is the Corporation now duly existing: _____
(d) List all officers and directors and their post office address:

4. Have you ever failed to complete any contract awarded to you? _____
Is so, when, where, and why? _____

5. Has any officer or partner of your organization ever failed to complete any contract which was awarded to him as an individual? Or has any Corporation or Partnership in which he was an officer or partner ever failed to complete any Contract? _____ If so, give details: _____

6. Have liens or lawsuits of any kind ever been filed against you or any officer or partner of your organization, arising out of any of your contracts on public work? _____ If so, give details: _____

7. List surety companies (bonding companies) which have heretofore bonded you:

8. List recycling facilities to be utilized: _____

9. State banking connections and give banking reference: _____

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

Firm Name: _____

Signed By: _____

(Name & Title) _____

Print or type name and title of person signing above: _____

Office Phone Number: () _____

FORM OF BID BOND

Know now by these PRESENTS, that we, the undersigned:

_____ (NAME OF PRINCIPAL) as Principal,

AND _____ (NAME OF SURETY) as Surety, are held and firmly bound unto the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in UNION COUNTY, in the penal sum of

\$ _____ dollars (the penal sum shall be equal to 10% of the Base Bid), lawful money of the UNITED STATES, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these PRESENTS.

The condition of the obligation is such that, whereas the PRINCIPAL has submitted the accompanying BID dated _____ for the following project or purchase:

_____,
now, therefor, the principal shall not withdraw said BID within the period specified therein, to wit: 60 DAYS after the opening of the same, and shall within ten (10) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, in accordance with the BID as accepted, and good and sufficient SURETY or SURETIES, as may be required, for the faithful performance and proper fulfillment of such contract. In the event of the withdrawal of said BID, within the period specified, of the failure to enter into such contract within the time specified, the PRINCIPAL shall pay the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE, the difference between the amount specified in said BID and the amount for which the MAYOR AND COUNCIL of the BOROUGH OF NEW PROVIDENCE may procure the required equipment. If the former amount be in excess of the latter, then the above obligation to be void and of no effect, otherwise it is to remain in full force and virtue.

In witness whereof the above-bounded parties have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In presence of:

By:

(SEAL)

(Individual Principal)

(SEAL)

(Surety)

Countersigned by: _____
(Attorney in Fact)

STOCKHOLDER STATEMENT OF OWNERSHIP
CORPORATION AND/OR PARTNERSHIP OWNER INFORMATION

(PL 1977, c. 33, Approved April 3, 1977)

Every corporation and/or partnership submitting a bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder, or partner, is itself a corporation, or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this Notice, shall have been listed.

This information must be provided on the following page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

STOCKHOLDER LIST CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation). And the percentage of stock owned. If none, so state here: _____

Corporate Name

Attest: _____

Officer

(Print or Type Name)

(Print or Type Name)

(Affix Corporate Seal)

Attest: _____

Officer

(Print or Type Name)

(Print or Type Name)

[Stockholders list begins on following page]

STOCKHOLDER LIST

Name: _____
Home Address: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ }

SS:

COUNTY OF _____ }

I, _____, residing in _____ of _____, County of _____ and the State of _____, of full age, being first duly sworn according to law, on my oath depose and say that:

I am the _____ (sole owner, a partner, president, secretary, etc.) of _____, the Bidder making the foregoing Proposal for the Bid entitled _____, and that I executed the proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the BOROUGH OF NEW PROVIDENCE relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

SIGNED: _____

PRINT NAME: _____

DATE: _____

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

Notary Public _____

My Commission expires, _____ 20____.

CONSENT OF SURETY

A Performance Bond will be required from the successful Bidder on this project, and consequently, Bidders shall submit with their bid a certificate in substantially the following form:

TO: _____
(Owner)

FROM: _____
(Bidder)

PROJECT: _____
(Project Description)

This is to certify that the _____ (name of Surety Company) will provide to _____ (name of Bidder) a Performance Bond in the full amount of the awarded contract in the event that said Bidder is awarded a contract for the above Project.

IN WITNESS WHEREOF, the undersigned corporation, a surety licensed to do business in the State of New Jersey, has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this _____ day of _____, 20__ .

(SEAL)
(Name of Surety's Principal)

Signature

Countersigned by: _____

(Attorney in Fact)

AFFIRMATIVE ACTION REGULATIONS

A. PROFESSIONAL, GOODS AND SERVICE CONTRACTS - Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (*Letter of Federal Approval*);
2. A certificate of employee information report approval, issued in accordance with NJAC 17:24-4 (*State Certificate*);
3. An employee information report (*Form AA302*) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with NJAC 17:27-4.

B. CONSTRUCTION CONTRACTS – After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with NJAC 17:27-7.

We hereby understand and will comply with the appropriate sections above and all other appropriate provisions of NJSA 10:5-31 et seq. (NJAC 17:27).

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

_____	_____
Firm name	Signature

	Title

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

Notary Public _____

My Commission expires, _____ 20__.

BIDDER'S SAFETY ACKNOWLEDGEMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA), NJ Traffic regulations and the requirements of the State of New Jersey Department of Labor and Industry and Manual On Uniform Traffic Control Devices (MUTCD) shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Traffic Control, Competent Persons and Confined Space Regulations.

If it is observed by an official representative of the BOROUGH OF NEW PROVIDENCE that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this BOROUGH OF NEW PROVIDENCE representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

Witness or Attested By

Signature

Exhibit A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website 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 N.J.A.C. 17:27-1.1 et seq.

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

Exhibit B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12 1 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in

this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

**FOR MATERIAL COLLECTED FROM 1/1/19 TO 12/31/19
(In tons)**

<u>MATERIAL</u>	<u>RESIDENTIAL</u>
Corrugated	326.89
Office Paper	240.00
Newspaper	134.99
Other Paper/Mags./Junk Mail	270.00
Glass Containers	105.00
Aluminum Cans	44.99
Steel Cans	44.99
Plastic Containers	120.00