

**Borough of Roselle Park
Union County, New Jersey**

**UNIFORM BID SPECIFICATIONS
RECYCLING COLLECTION SERVICES**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Clerk for the Borough of Roselle Park, County of Union, State of New Jersey on Wednesday May 10, 2017 at 11:00am prevailing time at Borough Hall, 110 East Westfield Avenue, Roselle Park, at which time and submitted bids will be opened and read in public for:

RECYCLING COLLECTION SERVICE

Specifications and other bid information may be obtained at the Borough Clerk's Office, 110 East Westfield Avenue, Roselle Park, NJ 07204 during regular business hours 8:30am to 4:30pm or online at www.rosellepark.net.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Andrew Casais, RMC
Borough Clerk

Outline for Recycling Specs

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NOTICE TO BIDDERS:

PLEASE TAKE NOTICE that sealed proposals for the furnishing of RECYCLING SERVICES within the Borough of Roselle Park for:

Option A- September 1, 2017 thru August 31, 2018, or

Option B- September 1, 2017 thru August 31, 2019, or

Option C- September 1, 2017 thru August 31, 2020

In accordance with specifications on file at the office of the Borough Clerk of, 110 East Westfield Avenue, Roselle Park, New Jersey shall be received by the Borough Clerk on behalf of the Mayor and Council of the Borough of Roselle Park at the Municipal Building, 110 East Westfield Avenue, Roselle Park, New Jersey on: Wednesday May 10, 2017 at 11:00am, at which time and place they shall be publicly opened and read aloud. No bids will be received after the date and time specified above. All bids must be made on complete proposal forms available from the Office of the purchasing Agent, and enclosed in an envelope clearly marked "PROPOSAL FOR FURNISHING RECYCLING SERVICES". The successful bidder will be required to furnish a performance bond of an amount equal to one-hundred percent (100%) of the highest yearly contract price. No bid may be withdrawn for sixty (60) after the date and time specified except in accordance with N.J.S.A. 40A: 11-24. BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C. 127 (n.J.A.C.17:27) and N.J.S.A. 10:5-31 ET.SEQ.

Bidders are required to comply with the Provisions set forth in the N.J. Public Law 1977, Ch 33.

The Mayor and Council of the Borough of Roselle Park, N.J. reserves the right to reject any and all bids as per 40A: 11-13.2 et seq.

Bidding documents and specifications may be obtained from the office of the Borough Clerk, at the address listed above, between the hours of 8:30am and 4:30pm Monday through Friday.

By order of the Mayor and Council of the Borough of Roselle Park, New Jersey.

Andrew Casais
Borough Clerk

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form.

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

Will provide to _____ a performance bond
(Owner)

In the full amount of the awarded contract in the event that said contractor is awarded a contract for the above mentioned project.

(Contractor)

(Authorized Agent of Surety Company)

Date: _____ / _____ / _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AD NOT BY THE INDIVIDUYAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	___ / ___ / _____	_____
_____	___ / ___ / _____	_____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three (3) documents as forms of evidence.

- a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);
- b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
- c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT _____

NAME: _____

TITLE: _____

DATE: _____ / _____ / _____

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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:

- a) Letter of Federal Affirmative Action Plan Approval
- b) Certificate of Employee Information Report
- c) Employee Information Report Form AA302

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

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any

liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day _____

(Affiant)

of _____, 20_____.

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

STANDARD BID DOCUMENT

Name of Form: **BUSINESS REGISTRATION CERTIFICATE**

Statutory Reference: N.J.S.A. 52:32-44 (P.L. 204, c.57)

Instructions Reference: Statutory and Other Requirements VII-D

Description: Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STANDARD BID DOCUMENT

Name of Form: **REQUEST FOR PREVAILING WAGE DETERMINATION**

Statutory Reference: N.J.S.A. 34:11-56.25 et seq.

Instructions Reference: Statutory and Other Requirements VII-F, but not applicable for material and service contracts.

Description: To be used by the public body in requesting wage determination prior to commencing bid process. Used for public work contracts where the threshold requiring the use of prevailing wages has been exceeded. This form is completed by the public agency to request the minimum wage rates to be paid by a contractor (s).

If the contract is one for public work pursuant to N.J.S.A. 34:11-56. 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term “public work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on **any** property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

STANDARD BID DOCUMENT

Name of Form:	<u>PUBLIC WORKS CONTRACTOR REGISTRATION</u>
Statutory Reference:	N.J.S.A. 34:11-56.48
Instructions Reference:	Statutory and Other Requirements VII-G
Description:	Used for public works contract when prevailing wage threshold will be exceeded.

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term "bidding", contracting units are advised to read that as meaning to "submit" a price proposal." Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the "most advantageous, price and other factors considered."

Under the law a *contractor* is a "person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract" which is

subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A. 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: “Received,” in context of when “proposals are received,” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections

regarding “Instructions to Bidders” advising potential bidders that:

1. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor’s certification can be confirmed by contacting the Department of Labor’s [Division of Wage and Hour Compliance website \(www.nj.gov/labor/lssc/lspubcon.html\)](http://www.nj.gov/labor/lssc/lspubcon.html). This site only shows approved contractors; there is no “pending” approval or a “grace” period. If a contracting unit

encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: contreg@dol.state.nj.us
PO Box 389	Web site: www.nj.gov/labor/lssc/lspubcon.html
Trenton, New Jersey 08625-0389	

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

NON-COLLUSION AFFIDAVIT

State of New Jersey County of _____

ss:

I, _____ residing in _____
(Name of affiant - print) (Name of municipality)

in the County of _____ and State of _____ of full

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid entitled

_____, and that I executed the said proposal with
(Title of bid proposal)

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

_____relies
(Name of contracting unit)

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 _____.

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

Signature

(Type or print name of affiant under signature)

Subscribed and sworn before me this _____ day

of _____, 20_____.

(Notary Public)

My Commission expires: _____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

STANDARD BID DOCUMENT

Name of Form: **FORMS TO BE SUPPLIED BY ELEC**

Statutory Reference: N.J.S.A.19:44A-20.27 (P.L. 2005, C.271,S.3)

Instruction Reference: Statutory and Other Requirements VII

Duration: Disclosure of Contributions to ELEC

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Roselle Park, in 2013, passed ordinance NO: 2395

AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM, AMENDING ARTICLE I, "MAYOR AND BOROUGH COUNCIL," OF CHAPTER II , "ADMINISTRATION," OF THE "REVISED GENERAL ORDINANCES OF THE BOROUGH OF ROSELLE PARK, NEW JERSEY," IN ORDER TO CREATE A NEW SECTION THEREOF TO BE KNOWN AS SECTION 2-4, ENTITLED, "AWARDING OF PUBLIC PROFESSIONAL SERVICE CONTRACTS"

Ordinance NO: 2395 limits any contributions to \$200 per person / entity directly to any person running for the office of Mayor or Council (wards 1-5 and Councilperson at large).

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications. Said equipment is to be a compactor truck. Compactor type is to be completely enclosed and water tight. Rear compactor truck with hopper is type of unit to be used.

The Roselle Park Department of Public Works Superintendent / Assistant Superintendent has the right to make an inspection at anytime prior to commencement of the contract or anytime during the length of the contract. The inspection would be to verify that the winning bidder has the correct equipment to service the Borough of Roselle Park according to this contract.

Name of Bidder: _____

By: _____
(Signature)

Name of above signature: _____
(Print)

Title: _____

Date: _____ / _____ / _____

VEHICLE DEDICATION AFFIDAVIT:

STATE OF NEW JERSEY
COUNTY OF UNION

BOROUGH OF ROSELLE PARK RECYCLING SERVICES

I, _____
(Name of Affiant)

am the _____
(Identify Relationship to bidder owner, partner, president, or other corporate officer)

Of the _____
(Name of Bidder)

and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough shall 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 of Roselle Park, the number of collection vehicles reasonable 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 of Roselle Park is not feasible, that the Borough of Roselle Park will not be responsible for disposal costs for waste generated outside the Borough of Roselle Park.

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 of Roselle Park 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 _____.

Section 1. Bidding Documents.

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 of Roselle Park in the advertisement for bids.

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. The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders: It shall be the responsibility of each bidder to comply with the terms therein.

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance 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; payable to the Borough of Roselle Park;
4. Non-collusion affidavit;
5. Business Registration Certificate
6. Stockholder statement of ownership;
7. Certificate of surety; and
8. Bid Proposal.

SECTION 2. Contents of the proposal:

Each proposal submitted shall consist of the following:

- a) Proposal form completed by the bidder.
- b) Statement of ownership (Corporate Disclosure Statement) in accordance with P.L. 1977, C 33 as follows:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stocks, of any class or of all individual partners in the partnership who own ten (10) percent or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten (10) percent or more of that corporation's stock, or the individual partners owning ten (10) percent or greater interest in that partnership, as the case may be, shall be listed. The disclosure shall be continued until names and addresses of every corporate stockholder, and individual, Partner, exceeding the 10 (ten) percent ownership criteria established in this act has been listed.

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

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.

- d) A certified statement of the bidder that he owns, leases or controls vehicles of the type needed to perform the recycling services. If the bidder is not the owner or the lessee in fact of any such vehicle which he proposes to use during the performance of this contract, his statement shall set forth the source from which the equipment shall be obtained; said statement shall further be accompanied by a certified statement from the owner or person in control of such equipment expressly granting to the bidder the control of the vehicles required during the contract period as set forth herein.
- e) A certificate from a surety company authorized to do business in the state of New Jersey, which states that the said surety will provide the bidder with a performance bond in the amount of one hundred (100) percent of the HIGHEST YEARLY BID AMOUNT should the said bidder be awarded the within contract. Said performance bond shall secure the faithful performance of the contract, indemnify and save harmless the Borough of Roselle Park from all proceedings, suits or actions of any name or description, and secure the payment of all claims for services performed, materials and supplies or equipment furnished to the successful bidder performance of the work.
- f) Business Registration Certificate

SECTION 3. Determination of contract period.

- a) Each bidder shall submit on his proposal the proposed cost to the Borough for recycling services for each of the periods stated above. Upon receipt of the bids, the Mayor and Council shall select the contractor which is determined to be within the best interest of the Borough of Roselle Park, and shall so award a contract for the time period so designated.
- b) Each bidder will required to submit proposals for collection in accordance with the collection schedule outlined in Section 16.
- c) Failure on the part of any bidder to submit a proposal for the cost of the contract for option A in the proposal form shall render the entire bid null and void and of no further force and effect.

SECTION 4. Affirmative Action Regulations.

All bidders are required to comply with the requirements of P.L. 1975, c. 127 (NJAC 17:27), a copy of which is annexed hereto and expressly incorporated herein.

- a) 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.
- b) Within seven days after receipt of notification of The Borough of Roselle Park's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. 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.
 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
 3. 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.
- c) If the Contractor does not submit the affirmative action document within the required time period the Borough of Roselle Park 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 Roselle Park to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

SECTION 5. Verification of Proposal.

The Mayor and Council of the Borough of Roselle Park may make such verification and investigation of the information submitted by each bidder as part of his proposal, as they may deem necessary to determine the ability of the bidder to perform the work. The Mayor and Council further reserve the right to reject any bid if the foregoing procedures fail to satisfy them that the bidder is properly qualified to carry out the obligations as described in the bidding documents and to complete the work contemplated therein.

SECTION 6. Insurance

The successful bidder shall be required to procure and maintain throughout the life of the contract the insurance coverage described below. An insurance company must write all insurance policies procured by the bidder pursuant to this section or companies authorized to do business in the State of New Jersey.

- a) Public liability insurance on each vehicle used in the performance of this contract with limits of bodily injury liability of not less the \$2,000,000 for each person and \$5,000,000 for each accident.
- b) Property damage liability on each vehicle used in the performance of this contract in an amount not less than \$1,000,000 for each accident.
- c) Standard Workmen's Compensation and Employer's Liability Insurance indemnifying the Borough against any loss arising from liability of injuries sustained by any and all agents, servants, or employees of the contractor who shall be entitled to compensation under the Workman's Compensation Law.

SECTION 7. Certificates of Insurance.

Prior to the execution of the contract, the successful bidder shall furnish to the Purchasing Agent. Certificates of Insurance issued by the companies who will be providing the coverage herein above described, which certificates set forth the type of coverage and dollar limitations in force, and which further attest that the premiums on said policies have been paid in full.

SECTION 8. Execution of Contract-Annulment of Award

The Borough Clerk shall promptly forward official notice of the award of this contract to the successful bidder and shall thereafter furnish him with a form of agreement for this execution. The successful bidder shall execute and return same no later than ten (10) days following his receipt of the agreement from the Borough Clerk with the Certificates of Insurance and the Performance Bond herein above described. Failure to furnish this documentation or to execute the agreement as aforesaid shall be sufficient cause, on the part of Mayor and Council to declare the bidder to be in default and to annul the award. In the event of such an occurrence, the bid guarantee of the defaulting bidder shall be forfeited to the Borough of Roselle Park as liquidated damages.

SECTION 9. Starting Date.

The successful bidder shall commence work on September 1, 2014.

SECTION 10. Contract Adjustment.

All contractors must comply with present and future requirements promulgated by the State of New Jersey, NJDEP, Bureau of Recycling and Planning or County of Union, Department of Public Safety.

If, during the life of this contract, the State of New Jersey, may require additional items to be recycled, or the State of New Jersey may remove certain items from the required list of recyclables and the Borough agrees to cease collection of those certain items, either the Contractor or the Borough shall be entitled to an adjustment in the contract price, which shall be determined through mutual negotiation of the Contractor and the Borough of Roselle Park. Any agreement made by Roselle Park Borough does not take effect unless authorized by the Roselle Park Governing Body. In the event of the change, the party may terminate the contract upon ninety (90) days notice to do so.

SECTION 11. Filing of the Contract.

The successful bidder shall file the executed contract, if required, with the appropriate agency or Governmental entity, no later than ten (10) days after its execution. The Contractor shall then furnish proof of such filing to the Purchasing Agent.

SECTION 12. Monthly Payments.

The contractor shall submit monthly vouchers, on forms available from the office of the Borough Clerk for payments for work performed under this contract. Neither the contractor nor any of his agents, servants or employees shall make any charge to any resident of the Borough for the collection and removal of recyclables, nor receive from any person, any money, compensation and gratuity for same.

SECTION 13. Compliance with State and Federal Laws.

The contractor shall make collection and removal of recyclables in accordance with State and Federal Law, the applicable rules and regulations of the Department of Environmental protection and Energy and the Board of Public Utilities Commissioners.

SECTION 14. Assignment.

The contractor shall not assign, sublet or transfer this contract or any interest there under, nor shall he subcontract out any portion of the collection of recyclables to be performed under this contract without the written consent of the Mayor and Council. Any attempt to transfer, assign or subcontract without such consent shall be null and void and will be sufficient cause to terminate the within agreement.

SECTION 15. Scope of Work.

The price bids shall include removable, transportation and proper disposal of recyclables for all residential property, including apartment complexes as well as business and commercial in the Borough of Roselle Park.

In addition to the removable and transportation, the contractor shall "market" all items collected so that these materials can be properly recycled. No additional compensation shall be paid to the contractor for marketing the materials and no additional funds shall be paid the Borough resulting from the marketing.

With the exception of multi-family complexes of five family or more, owners or tenants are required to place all recyclables at the curb for pickup.

- a) The successful bidder (herein referred to as the "contractor" which term shall include his agents, employees and servants) shall furnish at his expense and without liability to the Borough, all labor, equipment, vehicles, tools, implements, materials and transportation necessary and proper to provide adequate, uninterrupted and sanitary service for the collection and removal of all recyclables, as herein defined, which may be produced within the

boundary limits of the Borough of Roselle Park, New Jersey during the terms of the contract and in accordance with the methods and procedures hereinafter specified.

b) The term “recyclables” when used in these specifications, shall mean the following:

1. Newsprint (newspaper) #8
2. Magazines and junk mail
3. Corrugated cardboard
4. Glass bottles, flint, amber and green
6. Plastic bottles, HDPE natural (milk) Pet (soda) and HDPE colored (soap).

c) All the above items must be placed in suitable containers or bundled.

- 1) Suitable container is defined to be metal, rubber or plastic receptacle without cover.
 - Glass and plastic bottles may be co-mingled with metal cans.
 - Newsprint, magazines and cardboard must be bundled separately as well as being tied. Tied is described as tied with twine (NO DUCT TAPE OR WIRE OF ANY TYPE IS ACCEPTABLE).
 - Newsprint, magazines, and cardboard may be co-mingled.
- I. Each receptacle for use shall have a capacity of not more than thirty (32) gallons and. The total weight of any container shall not exceed fifty (50) pounds.
- II. Apartment complexes (six units or more) are to provide adequate shelter on site to protect the recyclables from the elements. The recyclables shall be located to provide easy access for the contractor. The contractor shall be requires to pick up the recyclables from this area so designated on the site.
- III. No “medical waste” or trash shall be mixed with recyclables. If any non-recyclable matter appears with the recyclables, the recyclables shall not be picked up.

d) The contractor shall submit monthly reports to the Borough Recycling Coordinator with the actual weight of the following:

- I. Glass, amber, flint, green.
- II. Newsprint #8
- III. Junk mail, magazines etc.
- IV. Corrugated Cardboard
- V. Plastic bottles, HDPE natural (milk) PET (soda) and HDPE colored (soap).

The Mayor and Council shall have the Authority to resolve any disputes which may arise under this section.

SECTION 16 COLLECTION PROCEDURES

- a) All recyclables, as hereinbefore defined, shall be placed curbside by the owner or tenant in standard suitable container or bundles, as described in SECTION 15. Multifamily complexes (six-family or more) shall have onsite storage areas for pickup.

- b) Every other Tuesday:
Tuesday Pick-up (Residential & Commercial):
 - 1) The recyclables for a curbside pickup shall be placed at the curb line in front of the property for collection every other Tuesday for the WEST side of Roselle Park (with the line of delineation being the EVEN numbered properties of Chestnut Street and all properties west of that)
 - 2) The corrugated cardboard for commercial pickups will be picked up on these days.

- c) Every other Wednesday:
Wednesday Pick-up (Residential & Commercial):
 - 1) The recyclables for a curbside pickup shall be placed at the curb line in front of the property for collection every other Wednesday for the East side of Roselle Park (with the line of delineation being the ODD numbered properties of Chestnut Street and all properties west of that)
 - 2) The corrugated cardboard for commercial pickups will be picked up on these days.

- d) Every Tuesday of the off Week when Residential properties are not being picked up:
 - 1) All commercial properties will be picked up on **BOTH** the Eastside and Westside of Roselle Park.

- e) Collection hours shall be 6:00am to 4:00pm. Contractor **MUST COMPLETE** the pick-up route mentioned above by 4:00pm or they are in violation of the contract. If the contractor does not

complete the route by 4:00pm of the scheduled day the Borough of Roselle Park has the right to terminate said contract immediately.

- f) The contractor will not be permitted to pick and sort recyclables while in route during collection hours. The contractor must transfer the recyclables from the receptacles at curbside to his collection vehicle without unnecessary delay. Should any receptacle break or any other spillage occur during the transfer the contractor must clean the area immediately. The contractor must replace all cans and all other non-collapsible receptacles to the curb prior to departing from the area.
- g) The contractor shall maintain a uniform schedule and procedure for collection and removal of the recyclables in the Borough, as hereinafter described, such that the residents therein in shall be assured to reasonable degree of certainty as to the of day their recyclables will be collected.

SECTION 17 PERSONNEL AND EQUIPMENT.

- a) The contractor shall have the responsibility of maintaining personnel and equipment in a manner so as to ensure performance in accordance with these specifications. Failure to do so will be sufficient cause for termination of this contract.
- b) Vehicles used for the collection and removal of recyclables shall be equipped with brooms and shovels to clean up any spillage which may occur during loading or transporting. All trucks shall be kept clean and well painted with the name of the contractor clearly lettered on the side of each vehicle. All vehicles shall be kept in good repair and working order. The contractor must maintain proper registration on all vehicles used in performance of the contract with the New Jersey State Division of Motor Vehicles and the New Jersey Department of Environmental Protection.
 - 1) Said equipment is to be a compactor truck. Compactor type is to be completely enclosed and water tight. Rear compactor truck with hopper is type of unit to be used.
 - 2) The use of a container truck with a container on the back and a worker inside said container, closed or open container, is grounds for immediate dismissal / cancelation of contract by Roselle Park. The stacking of material being handed up to worker inside container by another worker on the ground is a violation of OSHA Rules and grounds for immediate dismissal / cancellation of said contract.
- c) It shall be the responsibility of the contractor to ensure that all personnel employed by him in the performance of this contract shall be courteous to all residents. Collection and removal of recyclables shall be made wherever possible without disrupting or halting vehicular traffic in the Borough. Use of loud, abusive, indecent, or profane language, traffic violations, failure to clean up spill or willful damage to receptacles or similar problems shall be referred to the

contractor. The contractor shall promptly respond to all complaints. Complaints on a continual basis will be cause for termination of this contract.

SECTION 18 BREACH OF CONTRACT

- a) The Mayor and Council may, at their option, consider the contract to be in breach upon the occurrence of any one of the following situations;
- 1) Abandonment of the contract;
 - 2) Incurring outstanding debt for wages or other obligations to the extent that performance in accordance with the specifications is hereby hindered;
 - 3) Violation of the rules and regulations of the Department of environmental Protection and/or the Board of Public Utility Commissioners; or State or Federal law; or revocation of the Certificate of Public Convenience and Necessity and/or revocation of the contractors Department of Environmental Protection Registration.
 - 4) Assignment, transferring or subcontracting this contract or any interest there under without the written consent of the Mayor and Council;
 - 5) Failure to maintain insurance policies as prescribed in the specifications;
 - 6) Failure to perform the work in accordance with the specifications in a manner satisfactory to the Mayor and Council. Particular emphasis is placed upon the contractor's meeting performance standards as delineated in Section 13 through 17 of this document.
 - 7) The use of a container truck with a container on the back and a worker inside said container, closed or open container, is grounds for immediate dismissal / cancelation of contract by Roselle Park. The stacking of material being handed up to worker inside container by another worker on the ground is a violation of OSHA Rules and grounds for immediate dismissal / cancellation of said contract.
- b) It should be noted that this list is non-inclusive. A determination that the contractor has failed to act in compliance with the specifications and other contract documents shall be within the sole discretion of the Mayor and Council of the Borough of Roselle Park.
- c) Should the Mayor and council find the contractor to be in breach of contract for any reason whatsoever, the contract may, at the option of the Mayor and Council be, terminated by Resolution or Motion of the Governing Body, following a public hearing regarding the termination of which the contractor will be given at least seven (7) day notice of said hearing and the contractor will have the right to be heard. Notice of said hearing shall be sent by certified mail, return receipt requested or e-mail, to the address listed in the proposal form at the contractor's principal place of business. A copy of said Motion or Resolution shall be sent by certified mail return receipt requested or e-mail to the address listed in the proposal form at the contractor's principal place of business. Prior to termination of contract by resolution the Mayor and Council of Roselle Park must hold a special meeting to give contractor the opportunity to plead their case to the Mayor and Council of not being terminated. A copy of said resolution shall be sent by certified mail return receipt requested or e-mail to the address listed in the proposal form at the contractor's principal place of business. Receipt of said resolution shall be considered sufficient notice to the contractor that the contract is terminated and that he is to cease work immediately. The Mayor and Council shall then have the authority

to advertise for bids and to let a contract for the completion of the work in accordance with State Law. The Borough then may retain such funds as may be due the contractor for such expenses as may be incurred in having the work completed in accordance with the within specifications. Any excess of cost over and above the amount so retained shall be charged against the contractor and his surety, who will be deemed to be jointly and severally liable.

SECTION 19 HOLIDAYS

It is understood that no collection will take place on the following "Holidays".

Memorial Day

July 4th

Labor Day

If one of these holidays falls on a scheduled recycling day, the contractor shall provide pickup service on the following day.

PROPOSAL

TO: MAYOR AND COUNCIL OF THE BOROUGH OF ROSELLE PARK

Name of Bidder

Address of Bidder

RE; The undersigned, as bidder, having carefully reviewed the notice to bidders, specifications and the within proposal form, hereby offers to furnish RECYCLING SERVICE within the Borough of Roselle Park for a period of either:

Option A- September 1, 2017 thru August 31, 2018, or

Option B- September 1, 2017 thru August 31, 2018 and September 1, 2018 thru August 31, 2019, or

Option C- September 1, 2017 thru August 31, 2018 and September 1, 2018 thru August 31, 2019 and September 1, 2019 thru August 31, 2020

For the following sums:

Option "A"- (September 1, 2017 thru August 31, 2018)

3499 Residential units (three or under) at \$_____per unit or \$_____per term.

1723 Multifamily units (more than 3 family) \$ _____per unit or \$_____per term.

180 Commercial Properties \$_____per unit or \$_____per term.

TOTAL Option "A" _____

Option "B"- (September 1, 2017 thru August 31, 2018 and September 1, 2018 thru August 31, 2019)

FIRST YEAR - September 1, 2017 thru August 31, 2018

3499 Residential units (three or under) at \$ _____ per unit or \$ _____ per term.

1723 Multifamily units (more than 3 family) \$ _____ per unit or \$ _____ per term.

180 Commercial Properties \$ _____ per unit or \$ _____ per term.

TOTAL _____

SECOND YEAR - September 1, 2018 thru August 31, 2019

3499 Residential units (three or under) at \$ _____ per unit or \$ _____ per year.

1723 Multifamily units (more than 3 family) \$ _____ per unit or \$ _____ per year.

180 Commercial Properties \$ _____ per unit or \$ _____ per year.

TOTAL _____

GRAND TOTAL Option "B" _____

Option "C"- (September 1, 2017 thru August 31, 2018 and September 1, 2018 thru August 31, 2019 and September 1, 2019 thru August 31, 2020)

FIRST YEAR - September 1, 2017 thru August 31, 2018

3499 Residential units (three or under) at \$ _____ per unit or \$ _____ per term.

1723 Multifamily units (more than 3 family) \$ _____ per unit or \$ _____ per term.

180 Commercial Properties \$ _____ per unit or \$ _____ per term.

TOTAL _____

SECOND YEAR - September 1, 2018 thru August 31, 2019

3499 Residential units (three or under) at \$ _____ per unit or \$ _____ per year.

1723 Multifamily units (more than 3 family) \$ _____ per unit or \$ _____ per year.

180 Commercial Properties \$ _____ per unit or \$ _____ per year.

TOTAL _____

THIRD YEAR - September 1, 2019 thru August 31, 2020

3499 Residential units (three or under) at \$ _____ per unit or \$ _____ per year.

1723 Multifamily units (more than 3 family) \$ _____ per unit or \$ _____ per year.

180 Commercial Properties \$ _____ per unit or \$ _____ per year.

TOTAL

GRAND TOTAL Option "C"

BY: _____

Signature

Title

Date: _____ / _____ / _____