

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

**UNIFORM BID SPECIFICATIONS
SOLID WASTE SCAVENGER
COLLECTION SERVICE**

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 10:30am prevailing time at Borough Hall, 110 East Westfield Avenue, Roselle Park at which time and place bids will be opened and read in public for:

Solid Waste

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

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Roselle Park is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of one, three or five years, to commence on August 1, 2017 and ending on July 30, 2018, 2020 or 2022, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the The Union Leader circulating in the County of Union, and in the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk at 110 East Westfield Avenue, Roselle Park, New Jersey on Wednesday, June 10, 2017 at 10:30 a.m. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:30a.m., Wednesday, June 10, 2017. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in 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. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.

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

2. DEFINITIONS

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

"BID GUARANTEE" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

"COLLECTION SITE" means the location of waste containers on collection day.

"COLLECTION SOURCE" means a generator of designated collected solid waste to whom service will be provided under the contract.

"CONSENT OF SURETY" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

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

"CONTRACT ADMINISTRATOR" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

"CONTRACTING UNIT" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which

has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"DESIGNATED COLLECTED RECYCLABLE MATERIAL" means newspaper, magazines, mixed scrap paper, cardboard, glass bottles, aluminum and steel cans, plastic bottles, concrete, white goods, leaves and grass.

"DESIGNATED COLLECTED SOLID WASTE" means solid waste type 10 (household waste) . Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"DISPOSAL FACILITY" means those sites designated in Union County Solid Waste Management Plan for use by the Borough of Roselle Park.

"GOVERNING BODY" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

"HOLIDAY" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas

"LEGAL NEWSPAPER" means the Star Ledger and The Union Leader.

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

"SERVICE AREA" means the geographic area described in specifications.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Roselle Park in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Roselle Park may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Roselle Park shall not award the contract based on the bid price for separate options.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

- A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Roselle Park in the amount of 10% of the highest

aggregate [NUMBER] year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Roselle Park.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4. "OR EQUAL" SUBSTITUTIONS

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

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. 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:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Roselle Park shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Roselle Park's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Borough of Roselle Park reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Roselle Park rejects all bids, the Borough of Roselle Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Roselle Park shall notify the successful bidder in writing, at the address set forth in the Bid

Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Roselle Park to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

- A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ on or before June 30, 2017
- B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Roselle Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Roselle Park may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For the three and five year contracts the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ on or before June 30, 2017. The performance bond for each succeeding year shall be delivered to the Borough of Roselle Park 110 East Westfield Avenue, Roselle Park, NJ with proof of full payment of the premium one

hundred twenty (120) days prior to the expiration of the current bond.

- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Roselle Park to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Roselle Park in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

**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 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 year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (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 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: _____ / _____ / _____

4.6. VEHICLE DEDICATION AFFIDAVIT

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

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal 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 Roselle Park may not award a contract until all tabulations are complete.

4.8. 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:

1. 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 of Roselle Park awarding the contract, any other party to the contract, and the commissioner.

2. 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 of Roselle Park 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 of Roselle Park Purchasing Department 110 East Westfield Avenue Roselle Park New Jersey 07204.

4.9. BUSINESS REGISTRATION CERTIFICATE

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.

5. WORK SPECIFICATIONS

5.1.

The definitions used in the following specifications are for the purpose of clarity. It is to be recognized that some refuse materials may be defined in more than one of the listed categories.

- a. The term "garbage" when used in these specifications shall mean the following:
 - i. All kitchen refuse, whether animal or vegetable, dead fowl animals, all other decaying and decomposing substances, including animal feces;
 - ii. Rags, glass (other than bottle glass), crockery and all other items which are commonly disposed of in waste receptacles:

- iii. Ashes and other refuse resulting from the burning of coal or wood in a residence but excluding ashes from factory furnaces and buildings;
 - iv. Combustible or non-combustible waste of such nature that it cannot be deposited in a receptacle shall be securely and properly tied into bundles or packages to prevent spilling or scattering. The bundles or packages shall be of a size and weight to permit ease of handling by one man and shall be packaged or otherwise assembled in quantities weighing not more than fifty (50) pounds.
 - v. No "Medical Waste" shall be permitted.
- b) Discarded furniture, rugs construction debris or other similar waste shall not be picked up under this contract. White goods, such as dryers, washers, refrigerator and other ferrous materials are not to be included in this collection.
 - c) If during the terms of this contract, certain items, which are mentioned as recyclables, may for any reason no longer fall under that category, the contractor shall be obligated to collect same at no additional charge. Conversely, if during the life of this contract, new recyclables may be introduced, the contractor shall upon receipt of formal notice, cease to pick up the items (so included).

5.2. SCOPE OF COLLECTION

5.2.A. SCOPE OF COLLECTION-SOLID WASTE

The Contractor shall provide service for each Option awarded by the Borough of Roselle Park. The Borough of Roselle Park shall select one collection Option for the contract period of 12 months/1 year, 36 months/3 years, 60 months/5 years in accordance with any of the option proposals submitted.

It is expressly brought to the attention of each bidder that the Borough of Roselle Park presently has a program for the recycling of newspaper, magazines and mixed scrap paper, cardboard, glass bottles, aluminum and steel cans, plastic bottles, concrete, white goods and leaves generated within the Borough. These items are not to be removed by the Contractor. In addition, grass is recycled between May first and November first of each year.

The basic bid shall include refuse service for all residential property up to and including five-family homes, small businesses and commercial properties (that do not currently have

dumpster service), Public Trash Containers, Municipal Buildings. The refuse from the Borough's litter receptacles shall be removed and the receptacles returned to the same place and position as originally found. The Borough's litter receptacles are located at points throughout the Borough at the curb or curb area.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Roselle Park as described in this document.

ALTERNATE A

BOROUGH LITTER RECEPTACLES Refuse from the Borough's litter receptacles shall be collected three times each week (Monday Wednesday and Friday) and the receptacles returned to the same place and position as originally found.

ALTERNATE B- APARTMENT HOUSES, CONDO'S LISTED BELOW

MULTI-FAMILY DWELLING (5 or more units including apartment houses and condominium complexes) twice per week, as per Attachment #1

AREA "A" - WEDNESDAY AND SATURDAY COLLECTIONS

On Wednesday and Saturday in all portions of the Borough bounded by the following: Beginning at the point intersection of the centerline of Chestnut Street with the municipal boundary line of the Township of Union ; thence along the centerline of Chestnut Street to the centerline of L.V.R.R.R.O.W. along the centerline of L.V.R.R.R.O.W. to the centerline of C.R.R.R.O.W. (Roselle Borough Line); along the Cranford, Kenilworth and Union Boundaries to the centerline of Chestnut Street.

AREA "B" – MONDAY AND THURSDAY COLLECTIONS

On Monday and Thursday in all portions of the Borough bounded by the following: Beginning at the point of intersection of the centerline of the L.V.R.R.R.O.W. with the centerline of Chestnut Street ; along the centerline of the Chestnut to the Union Municipal Boundary; along the Union Township Municipal Boundary easterly to the centerline of Leigh Avenue; along the centerline of Leigh Avenue westerly to the centerline of Colfax Avenue; along the centerline of

Colfax Avenue easterly to the middle of the block between Hemlock Street and Spruce Street ; southerly along the middle of the block between Hemlock Street and Spruce to the centerline of Grant Avenue; along the centerline of Grant Avenue , westerly, to the centerline of Union Road; along the centerline of Union Road and Union Road extended to the centerline of the C.R.R.R.O.W.; along the centerline of the C.R.R.R.O.W. westerly to the centerline of the L.V.R.R.R.O.W.; along the centerline of the L.V.R.R.R.O.W. to the point of beginning.

AREA “C” – TUESDAY AND FRIDAY COLLECTIONS

On Tuesday and Friday all portions of the Borough bounded by the following: Beginning at the point of intersection of the Elizabeth Municipal Boundary line with the C.R.R.R.O.W.; along the centerline of the C.R.R.R.O.W. to the center of Union Road extended ; along the centerline of Grant Avenue , easterly to the middle of the block between Hemlock Street and Spruce Street, northerly along the middle of the block between Hemlock Street and Spruce to the centerline of East Colfax Avenue; along the centerline of East Colfax Avenue, westerly, to the centerline of Lehigh Avenue; along the centerline of Lehigh Avenue to the Centerline of Galloping Hill Road and the Union Township Municipal boundary line; southerly, along the Union and Elizabeth Municipal boundary lines (Galloping Hill Road) to the C.R.R.R.O.W.

“BUSINESS DISTRICT” – MONDAY THROUGH SATURDAY COLLECTION

This area includes all those portions of Chestnut Street and Westfield Avenue so shaded on the attached map, being more particularly described as Chestnut Street from Clay Avenue to Westfield Avenue and both sides of Westfield Avenue from Walnut Street to Locust Street.

The Borough reserves the right to add additional areas which are contiguous to the Business District to this collection schedule if in the judgment of the Mayor and the Council such additions are deemed necessary. Any additions so made shall be at no additional cost to the Borough.

The Borough reserves the right to modify the areas to be included in the above schedule if the Mayor and Council, in their judgment, deem it within the best interest of the Borough to do

so. No modifications of the above shall be made, however, without the express approval of the contractor. Any modification so made will result in no additional expense to the Borough. Any future homes or apartments are to be included in the bid price.

5.3. COLLECTION OPTIONS

METHOD OF COLLECTION

Collections shall start not earlier than 6:00 AM on every collection day and sufficient trucks and employees shall be used to insure the completion of the collection every day by 4:00 PM. The Contractor shall pickup all mixed refuse on each and every collection day from each and every one of the locations listed above under “Scope of Collection” in any container defined in section 5.4 with no limitations as to the quantity, except that each commercial or industrial establishment is limited to four (4) thirty gallon trash cans on each pick-up.

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 garbage, as hereinafter defined, which may be produced within the boundary limits of the Borough of Roselle Park, Union County, New Jersey during the terms of the contract and in accordance with the methods and procedure hereinafter specified.

5.4. CONTAINERS

All garbage, as hereinbefore defined, shall be placed by the owner or tenant in standard suitable container or bundle curbside. Suitable container is defined to be a metal, rubber or plastic receptacles with a tight fitting cover, so constructed as to prevent spilling or leaking of its contents. Each receptacle for use in a single residence shall have a capacity of not less than twenty (20) no more than thirty (30) gallons and be equipped with a pull handle or handles. Plastic bags of any capacity and grade may not be used for the disposal of wet garbage. The total weight of any container shall not exceed fifty (50) pounds. Resident may not use 50 gallon drums or similar overweight containers as garbage receptacles to be placed curbside for collection purposes. In no event shall any package, bundle or material placed for collection be larger than four (4) feet in length. Multifamily complexes (six – family or more) shall have onsite

dumpster pickup.

The contractor will not be permitted to pick and sort garbage while on route during the collection hours. The contractor must transfer garbage from the receptacles at curbside to his collection vehicle without any 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 garbage cans, lids and all other non-collapsible receptacles to the curbside prior to departing from the area. Commercial or industrial establishments are limited to four (4) containers on each pickup.

5.5. COLLECTION SCHEDULE

a. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas

b. The residents with curbside pickup shall place all proper garbage receptacles at the curb line in front of the residence for collection in accordance with the schedule hereinafter set forth.

Collection hours shall be as follows:

1. 6:00 AM to 4:00 PM for areas "A" through "C" as hereinafter described.
2. 9:30 AM to 10:00 AM for the "Business District" as hereinafter described.

c. The contractor shall maintain a uniform schedule and procedure for the collection and removal of garbage in each area, as hereinafter described, such that the residents therein shall be assured to a reasonable degree of certainty as to the time of day their garbage will be collected.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Roselle Park shall be disposed of in accordance with the Union County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at UCUARRF, 1499 Routes 1 & 9 North, Rahway, NJ, 07065 732-383-9400

B. The Borough of Roselle Park reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Union County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable,

Disposal Facilities] is unable to accept waste. The Borough of Roselle Park will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Roselle Park with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of [8:00AM] and [3:00PM]. The Borough of Roselle Park shall list the Contractor's telephone number

in the Telephone directory along with other listings for the Borough of Roselle Park.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Roselle Park.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Roselle Park.

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Roselle Park for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Roselle Park for reimbursement.

B. The Borough of Roselle Park shall pay all invoices within 30 days of receipt. The Borough of Roselle Park will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Roselle Park shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Roselle Park shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Roselle Park shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the Borough of Roselle Park will pay the costs of disposal, the disposal facility shall bill the Borough of Roselle directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Roselle Park shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract

must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

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

5.16. INSURANCE REQUIREMENTS

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

5.17. CERTIFICATES

Upon notification by the Borough of Roselle Park, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Roselle Park from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Roselle Park on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

___ 6.2. 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.

___ 6.3. Statement of bidder's qualifications, experience and financial ability.

___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Roselle Park

___ 6.5. Stockholder statement of ownership.

___ 6.6. Non-collusion affidavit.

___ 6.7. Consent of surety.

___ 6.8. Proposal.

_____	_____
Name of Firm or Individual	Title
_____	_____/_____/_____
Signature	Date

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

Name : _____

Complete Address: _____

Telephone Number _____ - _____ - _____

Certificate Number: _____

Date: _____ / _____ / _____

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

6.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: Borough of Roselle Park, Scavenger Service

I, _____, am the
of _____ the
_____, and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Roselle Park to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Roselle Park will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough of Roselle Park may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Roselle Park, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Roselle Park with any information necessary to verify the answers given.

_____	_____
Name of Firm or Individual	Title
_____	_____ / _____ / _____
Signature	Date

Subscribed and sworn to before me this
____ day of ____ 20 ____.

Notary Public of
My Commission expires _____, 20__.

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

QUESTIONNAIRE

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

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the
3. Has the bidder failed to perform any contract awarded to it by the Borough of Roselle Park under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Roselle Park in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;

- (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.
 8. Where can this equipment described above be inspected?
 9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
 10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
 11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
 12. List the name and address of three credit or bank references.
 13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
 14. Additional remarks.

6.4 BID GUARANTY

**TO: BOROUGH OF ROSELLE PARK
UNION COUNTY, NEW JERSEY**

This proposal is accompanied by a certified check on

_____ Bank
of _____ in the amount of:
_____ dollars,
or bid bond on _____ Bonding Company,
in accordance with the conditions named in the foregoing Information for Bidders.

The undersigned bidder hereby agrees that if this Proposal shall be accepted by the Borough of Roselle Park and the undersigned shall fail to execute and deliver the contract and contract bond in accordance with the terms of this Proposal, and with the requirements of the foregoing Information for Bidders, then the undersigned shall be deemed to have abandoned the contract, and thereupon the proposal and its acceptance shall be null and void and the amount of the bid security accompanying this Proposal shall be due and payable there under to the Borough of Roselle Park as liquidated damages; otherwise the said bid security, or the amount thereof, shall be returned to the undersigned.

The full name and residences of all persons and parties interested in this Proposal as Principals are as follows: (Note: for each person give first and last names in full. Record each member of a co-partnership; in the case of a Corporation, give the names of the President, Secretary, Treasurer and Manager, and state the place of incorporation).

A statement must be submitted by the Corporation or Partnership listing the names and addresses of all stockholders or partners holding at least 10% of the stock in the Corporation or Partnership.

_____ Bidder's Signature
_____ Bidder's business address

Dated at: _____ / _____ / _____

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

Chapter 33 of the Public Law of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent parts that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work, or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information;

- 1. If the bidder is a partnership, then the statement shall set forth the names and addresses of as all partners who own a 10% or greater interest in the partnership.
- 2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDER MUST COMPLETE ONE OF THE THREE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitted bid:

NAME	ADDRESS
------	---------

_____	_____
_____	_____
_____	_____
_____	_____

_____ (Signature)

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

_____ (Signature)

III. The Bid is being submitted by an individual who operates as a sole proprietorship.

_____ Signature)

6.7 CONSENT OF SURETY

TO: **BOROUGH OF ROSELLE PARK**
UNION COUNTY, NEW JERSEY

IT IS HEREBY CERTIFIED that if _____
(Name of Bidder)

(Hereinafter the Contractor), is the successful bidder on its

proposal for _____
(Name of Project)

then _____, a corporation

of the State of _____, duly authorized to transact business in the State of New Jersey, will provide to the Contractor and will be surety on the performance and maintenance bonds required by the contract of the aforesaid project in such sums as are designated in the aforesaid documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____

(Name of Surety Company)

attest:

By _____
(Name and Position)

Note:

Documents attesting to the authority of the persons executing this certificate to so act on behalf of the Surety Company, as well as the financial statement of the Company, must be annexed hereto. The Surety Company's own form will be accepted if in compliance with this form. If the Surety Company is only furnishing one bond (ie: performance OR maintenance), the applicable language should be stricken from the foregoing and a separate certificate must be submitted by another Surety Company as to the other bond.

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning August 1, 2017.

Borough of Roselle Park:

I or We
of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Affix seal if

Signature _____ **a corporation.**

Title

6.8.1 PROPOSAL OF OPTIONS

PROPOSAL FORM

TO: MAYOR AND COUNCIL OF THE BOROUGH OF ROSELLE PARK

Name of Bidder

Address of bidder

RE: FOR THE FURNISHING OF SCAVENGER SERVICE WITHIN THE BOROUGH OF ROSELLE PARK FOR ONE; THREE AND/OR FIVE YEAR PERIODS COMMENCING AUGUST 1, 2017.

The undersigned, as bidder, having carefully reviewed the Notice to Bidders, Specifications and the within Proposal Form, hereby offers to furnish scavenger service within the Borough of Roselle Park for a period of one; one, two and three; one, two, three, four and five years, commencing August 1, 2017 for the following sums;

(TIPPING FEES AND TAXES ARE NOT TO BE INCLUDED IN THE ANNUAL BASIC CONTRACT PRICE PROPOSED HEREIN).

DURATION OF THE CONTRACT BASIC CONTRACT PRICE

OPTION 1

ONE YEAR CONTRACT (BASE):

Year One Amount

(Amount in Words)

(Amount in numbers)

➔ Alternate A. BOROUGH LITTER RECEPTACLES

Year One Amount

(Amount in Words)

(Amount in numbers)

➔ Alternate B. APARTMENT HOUSES, CONDO'S

Year One Amount

(Amount in Words)

(Amount in numbers)

TOTAL – ONE YEAR CONTRACT AMOUNT:

(Amount in Words)

(Amount in numbers)

OPTION 2

THREE YEAR CONTRACT (BASE)

Year One Amount:

(Amount in Words)

(Amount in numbers)

Year Two Amount:

(Amount in Words)

(Amount in numbers)

Year Three Amount:

(Amount in Words)

(Amount in numbers)

➔ Alternate A. BOROUGH LITTER RECEPTACLES:

Year One Amount

(Amount in Words)

(Amount in numbers)

Year Two Amount

(Amount in Words)

(Amount in numbers)

Year Three Amount

(Amount in Words)

(Amount in numbers)

→ Alternate B. APARTMENT HOUSES, CONDO'S:

Year One Amount

(Amount in Words)

Year Two Amount

(Amount in numbers)

(Amount in Words)

Year Three Amount

(Amount in numbers)

(Amount in Words)

(Amount in numbers)

TOTAL – THREE YEAR CONTRACT AMOUNT:

(Amount in Words)

(Amount in numbers)

OPTION 3

FIVE YEAR CONTRACT (BASE)

Year One Amount:

(Amount in Words)

(Amount in numbers)

Year Two Amount:

(Amount in Words)

(Amount in numbers)

Year Three Amount:

(Amount in Words)

(Amount in numbers)

Year Four Amount:

(Amount in Words)

(Amount in numbers)

Year Five Amount:

(Amount in Words)

➔ Alternate A. BOROUGH LITTER RECEPTACLES:

Year One Amount

(Amount in Words)

(Amount in numbers)

Year Two Amount

(Amount in Words)

Year Three Amount

(Amount in numbers)

(Amount in Words)

Year Four Amount

(Amount in numbers)

(Amount in Words)

Year Five Amount

(Amount in numbers)

(Amount in Words)

(Amount in numbers)

→ Alternate B. APARTMENT HOUSES, CONDO'S:

Year One Amount

(Amount in Words)

Year Two Amount

(Amount in numbers)

(Amount in Words)

Year Three Amount

(Amount in numbers)

(Amount in Words)

(Amount in numbers)

Year Four Amount

(Amount in Words)

Year Five Amount

(Amount in numbers)

(Amount in Words)

(Amount in numbers)

TOTAL FIVE-YEAR CONTRACT AMOUNT:

(Amount in Words)

(Amount in numbers)

By _____

Signature

Title

Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

To be supplied by contractor after award but prior to commencement of work.

7.2. PERFORMANCE BOND

To be supplied by contractor after award but prior to commencement of work.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Borough of Roselle Park, Scavenger Service

I, _____, am the _____ of the _____, 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 of Roselle Park 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 in the Borough of Roselle Park, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough is not feasible, that the Borough 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 container herein shall be cause for breach of contract and will entitle the Borough of Roselle Park to damages arising there from.

_____ Name of Firm or

Individual Title

_____ / _____ / _____ **Signature**

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20__.

7.4. CERTIFICATE OF INSURANCE

To be supplied by contractor after award but prior to commencement of work.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: Borough of Roselle Park, Scavenger Service

I, _____, of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

_____/_____/_____
Date

Subscribed and sworn to before me this

____ day of ____ 20____.

Notary Public of

My Commission expires _____, 20__.

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

The contractor and the Borough of Roselle Park, (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. 5121 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.

BOROUGH OF ROSELLE PARK – MARCH 2017 MUNICIPAL DATA

RESIDENTIAL SOURCES		COMMERCIAL SOURCES	
Single Family	3500	<u>TOTAL:</u>	150
Multi-Family	350	Containers	0
Apartment/Condominium	0	INSTITUTIONAL SOURCES	
Containers	0	Schools	0
<u>TOTAL:</u>	3850	<u>TOTAL:</u>	0

MUNICIPAL SOURCES	
Municipal Buildings	4*
Litter Baskets	0
Containers	*Borough Hall is dumpster pick up
<u>TOTAL:</u>	4

GENERAL MUNICIPAL INFORMATION	
Population	13,500 (not all included in pickup)
Area	1.5 square miles
Total Road Miles	34 miles (27 Borough, 5 County, 2 State)

TONNAGE REPORT DATA					
Year	2012	2013	2014	2015	2016
Type 10 Annual Tonnage Total	383.32	406.98	434.73	437.69	421.57

RECYCLABLE MATERIALS: NONE (COLLECTED UNDER SEPARATE CONTRACT)

ATTACHMENT #1

APARTMENT HOUSES 5 FAMILY AND UP

<u># OF UNITS</u>	<u>ADDRESS</u>	<u>BLOCK</u>	<u>LOT</u>
117	W. SUMNER AVE	401	2
8	201-205 LOCUST STREET	604	1
40	415 E. WESTFIELD AVE	1109	32
33	260 E. WESTFIELD AVE	913	20
82	W COLFAX AVE	101	1
82	200 W. WEBSTER AVE	505	1
152	WOODSIDE AVE	103	1
12	570 W. WEBSTER AVE	205	15
275	531 W. WESTFIELD AVE	206	2
	173 W. WESTFIELD AVE	606	39
23	222 E. WESTFIELD AVE	913	16
	COLFAX MANOR CONDO	401	1
	COOLIDGE CONDO	X1114	8

Contractor responsible to supply adequate necessary equipment.