



TOWNSHIP OF WYCKOFF COUNTY OF BERGEN, NEW JERSEY

**MAYOR
Rudolf E. Boonstra**

**TOWNSHIP COMMITTEE
Thomas J. Madigan
Peter J. Melchionne
Melissa D. Rubenstein
Timothy E. Shanley**

**TOWNSHIP ADMINISTRATOR/
QUALIFIED PURCHASING AGENT
Matthew A. Cavallo, MPA, CMFO, QPA**

CONTRACT SPECIFICATIONS & BID DOCUMENTS FAIR & OPEN PUBLIC SOLICITATION

**REQUIREMENTS FOR: CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE**

CONTRACT NUMBER: #2022-08

BID DATE AND TIME: THURSDAY, SEPTEMBER 29, 2022, AT 11:00 A.M.

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
DOCUMENT CHECKLIST**

<i>Required by Township of Wyckoff</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input checked="" type="checkbox"/>	Document Checklist - COMPLETE AND SIGN	i	
<input checked="" type="checkbox"/>	Legal Notice to Bidders - READ	iii	
<input checked="" type="checkbox"/>	Project Contacts and Description of Work - READ	iv	
<input checked="" type="checkbox"/>	Insurance Requirements - READ	4	
<input checked="" type="checkbox"/>	Vendor Information Sheet - COMPLETE	14	
<input checked="" type="checkbox"/>	Business Registration Certificate - SUBMIT PRIOR TO AWARD	15	
<input type="checkbox"/>	Public Works Contractor Registration Certificate - SUBMIT WITH BID	15	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language - Exhibit A Goods, Professional Service & General Service Contracts - READ	16	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Affidavit - Goods, Professional & General Service Contracts - SIGN	17	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language Exhibit B - Construction Contract - READ	18	
<input type="checkbox"/>	Affirmative Action Compliance Affidavit - Construction Contracts - SIGN	21	
<input checked="" type="checkbox"/>	New Jersey Anti-Discrimination Provisions - SIGN	22	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language - READ	23	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - SIGN AND NOTARIZE	24	
<input checked="" type="checkbox"/>	Acknowledgment of Principal - SIGN AND NOTARIZE	28	
<input checked="" type="checkbox"/>	Principal Subcontractor Declaration - SIGN	29	
<input checked="" type="checkbox"/>	Principal Subcontractor(s) Business Registration Certificate (if applicable) - SUBMIT PRIOR TO AWARD	30	
<input checked="" type="checkbox"/>	Principal Subcontractor(s) Public Works Contractor Registration Certificate (if applicable) - SUBMIT WITH BID	30	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit - SIGN AND NOTARIZE	31	
<input checked="" type="checkbox"/>	Prevailing Wage Compliance Declaration - READ	32	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities In Iran - COMPLETE	33	
<input checked="" type="checkbox"/>	Bid Guarantee in the amount of 10% of the total bid or as specified in the Legal Notice to Bidders - COMPLETE	35	
<input checked="" type="checkbox"/>	Consent of Surety - COMPLETE	36	
<input checked="" type="checkbox"/>	Equipment Certification - COMPLETE AND SIGN	37	
<input checked="" type="checkbox"/>	Performance Record to Accompany Form of Proposal - COMPLETE	38	
<input checked="" type="checkbox"/>	Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended, and Disqualified Contractors - SIGN & NOTARIZE	42	
<input checked="" type="checkbox"/>	Acknowledgment of Receipt of Addenda - SIGN	43	

**TOWNSHIP OF WYCKOFF
 CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
 MATERIALS, AND VEGETATIVE WASTE
 DOCUMENT CHECKLIST (CONTINUED)**

<i>Required by Township of Wyckoff</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input checked="" type="checkbox"/>	Uniform Bid Specifications - READ	44 thru 74	
<input checked="" type="checkbox"/>	Statement of Bidder's Qualifications, Experience, and Financial Ability Affidavit - COMPLETE, SIGN & NOTARIZE	75	
<input checked="" type="checkbox"/>	Solid Waste Questionnaire - COMPLETE & SIGN	76 thru 79	
<input checked="" type="checkbox"/>	Certificate of Public Convenience and Necessity and an Approval Letter Issued in Conformance with <i>N.J.S.A. 13:1E-126</i> - SUBMIT WITH BID	80	
<input checked="" type="checkbox"/>	Bid Proposal - COMPLETE, SIGN, AND SEAL	81 thru 83	
<input checked="" type="checkbox"/>	Map Exhibit A - COMPLETE, SIGN, AND SEAL	84 thru 85	
<input checked="" type="checkbox"/>	Map Exhibit B - COMPLETE, SIGN, AND SEAL	86 thru 87	
<input checked="" type="checkbox"/>	Map Exhibit C - COMPLETE, SIGN, AND SEAL	88 thru 89	
<input checked="" type="checkbox"/>	Map Exhibit D - COMPLETE, SIGN, AND SEAL	90 thru 91	
<input checked="" type="checkbox"/>	Exhibit E - COMPLETE, SIGN, AND SEAL	92 thru 93	

<u>AFTER THE AWARD THE OF CONTRACT</u>			
<input checked="" type="checkbox"/>	Signed Agreement - SIGN & SEAL		
<input checked="" type="checkbox"/>	IRS Form W-9 - COMPLETE & SIGN		
<input checked="" type="checkbox"/>	Certificate of Insurance - SUBMIT WITH EXECUTED CONTRACT		
<input checked="" type="checkbox"/>	Performance Bond		
<input type="checkbox"/>	Labor and Materials (Payment) Bond		
<input type="checkbox"/>	Maintenance Bond		

Corporate Name: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

TOWNSHIP OF WYCKOFF
LEGAL NOTICE
NOTICE TO BIDDERS

The Township of Wyckoff, New Jersey, shall receive sealed proposals at Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey, until 11:00 A.M., prevailing time, Thursday, September 29, 2022, and then publicly opened and read aloud in the second floor Court Room for **CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND VEGETATIVE WASTE.**

Any prospective bidder may request copies of the specifications and contract documents for the proposed work via email at mcavallo@wyckoff-nj.com on and after July 29, 2022, or obtained at the Township Administrator's Office, Memorial Town Hall, 340 Franklin Avenue, Room 106, Wyckoff, New Jersey.

Each proposal must be made upon the prescribed forms furnished with the contract specifications. A Bid Deposit must accompany submissions in the form of a Bid Bond, Certified Check, Money Order, or Cashier's Check equaling 10% of the bid but not to exceed \$20,000. An unconditional consent of surety is also required to submit the proposal.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder and shall be addressed to the **TOWNSHIP CLERK'S OFFICE** and delivered at the place and hour mentioned above. Envelope or Package must be endorsed, **CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND VEGETATIVE WASTE.**

1. This solicitation will be awarded via a Fair and Open Process in accordance with *N.J.S.A. 19:44A-20.5 et seq.*
2. Bidder must be registered with the State of New Jersey at the time of the contract award.
3. Bidders must provide an Ownership Disclosure Affidavit with the bid proposal; failure to provide the same is a non-waivable defect.
4. Bidders must comply with *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27.*

Matthew Cavallo, MPA, CMFO, QPA
Township Administrator

ATTEST:
Nancy A. Brown, RMC
Township Clerk

Ridgewood News - July 29, 2022
The Star-Ledger - July 29, 2022

PROJECT CONTACTS

Purchasing Contact (Contracting Agent)

Matthew Cavallo, MPA, CMFO, QPA
Township Administrator
Memorial Town Hall
340 Franklin Avenue, Wyckoff, New Jersey 07481
(201) 891-7000 extension 1040
mcavallo@wyckoff-nj.com

Department Contact (Designated Project Administrator)

J. Joseph Vander Plaat
Public Works Manager
475 West Main Street, Wyckoff, New Jersey 0481
201-891-7000 extension 4020
jvanderplaat@wyckoff-nj.com

Engineering Contact

None

Legal Contact

Robert E. Landel, Esq.
Township Attorney
Landel Bernstein & Kalosieh, LLP
279 Franklin Ave, Wyckoff, NJ 07481
(201) 891-6955

Architect Contact

None

Other Contacts

None

DESCRIPTION OF WORK

CONTRACT: **CONTRACT #2022-08**

CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND VEGETATIVE WASTE

The intent of this specification is for the Township of Wyckoff to solicit responsive bid proposals from responsible solid waste collectors interested in providing curbside solid waste collection and transportation to approved disposal sites and curbside recycling collection and transportation service to recyclable markets, and curbside vegetative waste collection and transportation service to the Wyckoff Recycling Center for periods of up to five (5) years, to commence on January 1, 2023, and ending on December 31, 2027, in accordance with the terms of these Bid Specifications and *N.J.A.C. 7:26H-6 et seq.*

SECTION A
INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Township of Wyckoff, hereinafter referred to as "Owner," in accordance with public advertisement as required by the laws of the State of New Jersey, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Township of Wyckoff Township Clerk as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. One (1) original and one (1) copy of the bid shall be submitted in a sealed envelope: (1) addressed to the Township of Wyckoff, Township Clerk's Office, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "SEALED BID" with the contract title and/or bid # being bid.
- D. It is the bidder's responsibility to present bids to the owner prior to or at the time and the place designated. Bids may be hand-delivered mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - *N.J.S.A. 2C:21-34 et seq.* governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - *N.J.S.A. 2C:27-10* provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - *N.J.S.A. 2C:27-11* provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Pay-to-Play Disclosure – 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.nj.gov.

- K. Official Request for Bid packages are available from the Owner directly at no cost to the prospective respondents. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to register their contact information on the website so any addenda to these specifications can be sent to them.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

If required, Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to *N.J.S.A. 40A:11-24a*. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to *N.J.S.A. 40A:11-21*.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid. **Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), do not meet the statutory requirements of *N.J.S.A. 40A:11-21* and shall be cause for rejection of the bid.**

B. CONSENT OF SURETY

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

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

If required, the successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A. 17:31-5*. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to *N.J.S.A. 40A:11-22*.

D. LABOR AND MATERIAL (PAYMENT) BOND

If required, the successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a Labor and Material (Payment) Bond with the Performance Bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

If required, upon acceptance of the work by the Owner and prior to release of the Performance Bond and any retainage held by the Owner, the contractor shall submit a Maintenance Bond, pursuant to *N.J.S.A. 40A:11-16.3*, in an amount not to exceed 5% of the project costs guaranteeing against defective quality of work or materials for the period of: 1 year.

III. INTERPRETATION, ADDENDA AND DISCREPANCIES

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Agent with a copy to the Engineer/Architect no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the bidder fails to notify the Owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Contracting Agent. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to *N.J.S.A. 40A:11-23(c)(1)* when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from an email at the @Wyckoff-NJ.com domain. It is recommended that bidders include this domain in the recipient email's contact list to ensure it is not routed to a junk or spam email folder.

E. Discrepancies in Bids

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

F. Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications.

1. Attention is called particularly to the requirements for filling in all Alternate Bids called for on the Proposal Form, as the Owner reserves the right to award a Contract based upon the possible inclusion of one or more such Alternate Bids. The amounts of the Alternate Bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such

Alternate Bids. The Alternate Bids must be stated as additions to or deductions from the Base Bid, unless otherwise noted. The bidder shall clearly designate whether the change in price is an addition or subtraction, by selecting "ADD" or "DEDUCT". If an alternate item will not result in an increase or decrease in the base bid, the bidder shall select "NO CHANGE". THE BIDDER MUST BID ON ALL SPECIFIED ALTERNATES. The failure to bid an alternate, by leaving an alternate amount blank or stating "no bid" shall be considered a material defect, resulting in rejection of the bid.

2. The Owner reserves the right to award a Contract based upon the possible inclusion of one or more alternate bids. The amounts of the alternate bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such alternate bids. No conditions, limitations or provision may be placed on a bid.

G. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held.

A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Coverage shall not be terminated unless and until the Owner shall have acknowledged in writing to the Contractor that the Owner's insured have placed permanent insurance for the facility. All other policies required under this Contract shall remain in effect in full force and effect until the Contractor's Maintenance Bond, if required, has been released.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Policy shall ensure coverage for all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for Bodily Injury by accident, \$1,000,000 for occupational disease and \$1,000,000 aggregate limit.

2. Comprehensive General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$2,000,000 general aggregate for property damage, and shall be maintained in full force during the life of the contract. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage. Blanket Contractual Liability Insurance must include, expressing insuring the Contractor's liability for occurrences assumed by the Contractor under this Contract.

3. Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

4. Owner's and Contractors' Protective Liability Insurance

Liability Insurance with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.

5. Umbrella Liability Insurance

Umbrella Liability Insurance coverage of at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.

6. Builder's Risk Insurance

Builder's Risk Insurance covering the project under construction in an amount equal to the accepted bid price of the Contract. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses of expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers, architects, attorneys, and other professionals). The insurance may have a deductible not to exceed \$5,000 which may be borne by the Contractor.

7. Other Forms of Insurance required in these bid specifications.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner as a Certificate Holder and as an Additional Insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Owner as an additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and, b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

D. Subcontractor's shall be required by the Contractor to provide the same type of insurance as required of the principal Contractor, but within the limits as follows:

- 1) Worker's Compensation and Employer's Liability Insurance - \$500,000
- 2) Commercial General Liability Insurance - \$1,000,000
- 3) Comprehensive Automobile Liability Insurance - \$1,000,000

The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained submitted and approved by the Township. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Township before any work is begun by a subcontractor and shall expressly state the same indemnification language as indicated above.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for New Jersey State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C. 5:30-11.2* and *11.10*. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the Owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.* as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division") and provided below. The contract will include the language included in this specification.

1. Goods, Professional Services and General Service Contracts

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

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Owner and the Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27 et seq.* The vendor must provide a copy of the Certificate to the Owner as evidence of its compliance with the regulations. The Certificate represents

the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of New Jersey" and forward a copy of the Form to the Owner. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

2. Construction Contracts

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner and the Division.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- i. Complete Form AA-201 (Initial Project Workforce Report).
- ii. This report must be submitted to the Owner after notification of award but prior to signing a contract.
- iii. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to *N.J.S.A. 10:2-1* as included in this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the Owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations,

limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to *N.J.S.A. 52:32-44*, the Owner (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A. 54:49-4.1*, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts. For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to *N.J.S.A. 40A:11-2.1* the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS RO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to *N.J.S.A. 40A:11-18*.

If indicated by a on the Document Checklist, the following items are mandatory requirements of the bid proposal and contract.

H. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

I. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (*N.J.S.A. 34:5A-1 et seq.*, and *N.J.A.C. 8:59-1.1 et seq.*). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to *N.J.A.C. 8:59-5*. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (*N.J.A.C. 8:59-1.3*). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels (www.nj.gov/health/workplacehealthandsafety/right-to-know).

K. PREVAILING WAGE ACT

Pursuant to *N.J.S.A. 34:11-56.25 et seq.*, contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in *N.J.A.C. 12:60- 6.1(c)*. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html.

L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub- contractors at any tier have their certificate prior to starting work on the job.

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.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html. *N.J.S.A. 34:11-56.55* specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

M. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (*N.J.S.A. 40:11-20*)

VIII. METHOD OF CONTRACT AWARD

- A. A bid which does not conform with the requirements of Form of Bids or which contains any addition, condition or other irregularity is subject to the Owner's rights set forth below.
- B. The Bidder acknowledges the right of the Owner to conduct a Bid verification Meeting(s) with the apparent low bidder(s) prior to contract award. The purpose of the meeting is to review in detail the requirements of the Contract Documents in order to verify the Bidder's understanding of the project, and evaluate the validity of the bid and the bidder's ability to meet the requirements of the Contract in accordance with his bid. The bidder further acknowledges the Owner's right of bid evaluation set forth below and the intention to make a written record of the Bid Verification Meeting a part of the written Agreement/Contract with the Owner.
- C. Should the bidder refuse to participate in the bid verification process or to subsequently enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- D. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C. 5:30-5.1 et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see **SECTION X, TERMINATION OF CONTRACT**, Sub-section E, for additional information.
- E. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- F. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- G. The owner may also elect to award the contract on the basis of unit prices.
- H. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.
- I. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

IX. CAUSES FOR REJECTING BIDS

The Owner reserves the right to waive any minor irregularities or informalities in the bids and accept the bid, which in the Owner's judgment will best serve its interests. Bids may be rejected for any of the following reasons.

- A. All bids pursuant to *N.J.S.A. 40A:11-13.2*;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to *N.J.S.A. 40A:11-4b*, Prior Negative Experience; or,

- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the Owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.
- H. The Owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner’s authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner’s policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.
- E. **PROMPT PAYMENT OF CONSTRUCTION CONTRACTS**

Prime Contractor shall be paid according to the guidelines set forth in *N.J.S.A. 2A:30A-1 et seq.* provided:

- 1. The contractor has performed in accordance with the contract; and
- 2. The work has been approved and certified by the Township’s authorized representative, and
- 3. That a written statement identifying any discrepancies in the work has not been sent by the Township to the contractor explaining any amount withheld and the reason for withholding payment.
- 4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with *N.J.S.A. 2A:30A-1 et seq.* A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the Township shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Township Committee Meeting date, whichever is less.

XII. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted

by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows and Microsoft Office Suite.

- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- E. Criminal Background Checks, Harassment, Intimidation and Bullying
 1. After award of the contract, but before the commencement of work under the contract, the contractor shall provide proof to the Owner that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment . Failure to provide proof of a criminal history background check for any employee at a school location will be deemed a breach of contract by the Contractor.
 2. If it is discovered during the course of the contract that either: (a) an employee with disqualifying criminal history record information on file or (b) any employee who has not had a criminal history background check is working at a contract school location, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the Owner or discovery by the contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall provide proof to the Owner prior to assignment and commencement of work of each employee.
 3. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Owner, and all employees of contracted service providers are required to comply with the provisions of the Owner's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The Owner shall provide to all contracted service providers and their employees a copy of the Owner's anti-bullying policy and information regarding the policy.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF, NEW JERSEY
VENDOR INFORMATION SHEET**

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL I.D. NUMBER: _____

NAME OF PERSON PREPARING BID: _____

PHONE NUMBER: _____ EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: _____

ADDRESS: _____

PHONE: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

PROJECT COORDINATOR

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

FAX NUMBER: _____

PERSON TO CONTACT: _____

EMAIL ADDRESS: _____

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

AS A PROFESSIONAL COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE
&
NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)
FOR THE PRINCIPAL BIDDER

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) & N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment,

without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Owner and Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division"). During a review, Division representatives will review the Owner's files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Owner, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

- A. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Owner and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photocopy of such approval.

- B. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with *N.J.A.C. 17:27-1.1 et seq.* The vendor must provide a copy of the Certificate to the Owner as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form M-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photocopy of such approval.

- C. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150 fee and forward a copy of the Form to the Owner. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website http://www.nj.gov/treasury/contract_compliance/

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* 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*.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

(REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) & N.J.A.C. 7:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by *N.J.A.C. 17:27-7.2*; provided, however, that the Department of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with *N.J.A.C. 17:27-7.2*. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et. seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- 1) To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;
- 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting

list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Department of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Department of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of LWD, Construction EEO Monitoring Program and submitted promptly to the Department of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Department of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Department of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Department of LWD, Construction EEO Monitoring Program as may be requested by the Department of LWD, Construction EEO Monitoring Program 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 Department of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Owner after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

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* and agrees to furnish the required forms of evidence.

The undersigned contractor 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*.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 *et seq.*).

The undersigned contractor 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. 10:2-1 *et seq.*

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Wyckoff, (hereafter "Township") 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM**

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent Ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

CONTINUED ON NEXT PAGE

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

PART II

- I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

CONTINUED ON NEXT PAGE

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this
____ day of _____, 202__

Affiant Signature

Notary Public

Affiant Name and Title

Commission Expires: _____
(Notary Stamp/Seal)

(Corporate Seal, if appropriate)

END OF STATEMENT OF OWNERSHIP

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF _____)
) SS:
COUNTY OF _____)

IF A CORPORATION

BE IT REMEMBERED, that on this ____ day of _____ in the year 202__, AND before me, the subscriber, a Notary Public of the State of _____ personally appeared who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Signature of Secretary or
Signature of Assistant Secretary

IF A PARTNERSHIP

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this ____ day of _____, 202__, before me personally came _____ and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as for the act and deed of said firm.

Signature

IF AN INDIVIDUAL

Sworn to and subscribed before me, a Notary Public in the State of _____.
On this ____ day of _____, 202__ before me personally came _____ known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same, as for his voluntary act and deed.

Signature

Subscribed and sworn to before me this
____ day of _____, 202__

Notary Public

Commission Expires: _____
(Notary Stamp/Seal)

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PRINCIPAL SUBCONTRACTOR DECLARATION

The bidder if awarded the contract must perform a minimum of fifty (50%) of the work by their own forces and the bidder shall not broker or sublet any portion of the contract that would exceed fifty (50%) of the Total Contract Price. The bidder must list any and all subcontractors expected to be used in the performance of this contract with the expected contract price for the subcontractor, which shall be consistent with the unit prices contained within this proposal. Failure to list the subcontractor and/or contract price shall deem this proposal unresponsive and incomplete and rejected by the Township. The Bidder shall set forth the Nature of Work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract.

The bidder shall be required to supply other required forms for each subcontractor, including but not limited to, the subcontractor's Statement of Ownership and Certificate of Employee Information, by or before contract execution.

The undersigned bidder declares that the subcontractors listed below will be used as subcontractors to complete certain portions of the work in this project. The bidder shall not list alternate subcontractors.

<u>SUBCONTRACTOR NAME</u>	<u>ADDRESS</u>	<u>NATURE OF WORK</u>	<u>CONTRACT PRICE</u>

CHECK HERE IF NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

ATTACH ADDITIONAL SHEETS IF NECESSARY

NAME OF BIDDER: _____

ADDRESS: _____

BIDDERS SIGNATURE: _____ DATE: _____

AS A PROFESSIONAL COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATE
&
NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)
FOR ALL PRINCIPAL
SUBCONTRACTORS LISTED ON
PREVIOUS PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____ residing in _____
(name of affiant) (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 proposal 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 Township of Wyckoff relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature

Type or Print name

Subscribed and sworn to before me this
____ day of _____, 202____

Notary Public

Commission Expires: _____

(Notary Stamp/Seal)

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PREVAILING WAGE COMPLIANCE DECLARATION

(New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended)

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" are enclosed in Appendix A of these specifications and may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Township may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Township of any sum or sums due to the work, the contractor or subcontractor shall file with the Township, written statements in form satisfactory to the Commissioner of Labor and Workforce Development certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or his/her duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the laws of the State of _____, having principal offices at _____

Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ON OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25 (N.J.S.A. 52-32:55 et seq.), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59.)

PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
- I am unable to certify as indicated above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assess as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities in N.J.S.A. 52:32-56(f) by completing the boxes below.

Relationship to Bidder: _____

Description of Activities:
Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contract Phone Number: _____

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued)

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that _____ (*fill in the name of the contracting unit*) is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

Bidder/Vendor Phone Number and/or Contact Information: _____

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

NOTE: Bidders must use this form or its legal equivalent, conforming to N.J.S.A. 40A:11-21. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), SHALL be cause for rejection of the bid.

BID BOND FORM

(If used, must accompany proposal)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as

Principal, and _____ as

Surety, are hereby held and firmly bound unto the TOWNSHIP OF WYCKOFF in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, **WHEREAS**, the Principal has submitted to the TOWNSHIP OF WYCKOFF a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the supplying and furnishing of _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract properly completed in accordance with said Bid and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

THEN, this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their CORPORATE SEALS to be hereto AFFIXED and these presents to be signed by their proper officers, this _____ day of _____, 202_____.

Principal/Company

By: _____

Title: _____

By: _____

Attorney-in-Fact

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

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 in
(Owner)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

Check here if documentation is attached.

Name of Bidder

Signature of Authorized Representative

Name

Date

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL

NOTE: Bidders must complete this form in its entirety to have the bid considered complete. Bid may be rejected as non-responsive and incomplete should this form not be completed in its entirety. Contractor's attachment will not be accepted.

Previous work of similar nature completed within the last five (5) years (list five):

1. Town/Utility _____ Phone No. _____

Town/Business Address: _____

Type of Work: _____

Contract Price: \$ _____ Extra Work: \$ _____

Approximate Date of Award: _____ Completion Date: _____

Was Contract Completed on Time: _____

Reason for Late Completion: _____

Was Contract-Time Extension Granted: _____

Name, Address & Phone No. of Town/Utility's Engineer or Project Administrator:

~~~~~

2. Town/Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town/Business Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ Extra Work: \$ \_\_\_\_\_

Approximate Date of Award: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Was Contract Completed on Time: \_\_\_\_\_

Reason for Late Completion: \_\_\_\_\_

Was Contract-Time Extension Granted: \_\_\_\_\_

Name, Address & Phone No. of Town/Utility's Engineer or Project Administrator:

\_\_\_\_\_

**CONTINUED ON NEXT PAGE**

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)**

3. Town/Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town/Business Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ Extra Work: \$ \_\_\_\_\_

Approximate Date of Award: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Was Contract Completed on Time: \_\_\_\_\_

Reason for Late Completion: \_\_\_\_\_

Was Contract-Time Extension Granted: \_\_\_\_\_

Name, Address & Phone No. of Town/Utility's Engineer or Project Administrator:

\_\_\_\_\_

4. Town/Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town/Business Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ Extra Work: \$ \_\_\_\_\_

Approximate Date of Award: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Was Contract Completed on Time: \_\_\_\_\_

Reason for Late Completion: \_\_\_\_\_

Was Contract-Time Extension Granted: \_\_\_\_\_

Name, Address & Phone No. of Town/Utility's Engineer or Project Administrator:

\_\_\_\_\_

**CONTINUED ON NEXT PAGE**

CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,  
AND VEGETATIVE WASTE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)**

5. Town/Utility \_\_\_\_\_ Phone No. \_\_\_\_\_

Town/Business Address: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ Extra Work: \$ \_\_\_\_\_

Approximate Date of Award: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Was Contract Completed on Time: \_\_\_\_\_

Reason for Late Completion: \_\_\_\_\_

Was Contract-Time Extension Granted: \_\_\_\_\_

Name, Address & Phone No. of Town/Utility's Engineer or Project Administrator:  
\_\_\_\_\_

~~~~~  
List approximate volume of work of similar completed within the last five years:

20 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____
20 _____ \$ _____

List of Projects presently under Contract and not yet completed:

Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____
Project: _____ Amount: \$ _____

General Business Reference (list three)

	Name	Occupation	Business Address	Telephone No.
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

Bank Reference

	Bank Name	Business Address	Telephone No.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Number of Permanently Employed Persons in your Organization: _____

Have you ever failed to complete a project in the last five years? Yes No

If you answered Yes, Where? _____

It is understood and agreed that the execution of this Performance Record is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Township of Wyckoff to make available to the Township for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the Township of Wyckoff for any use made there refusal to the maker of the right to bid on said work.

Owner

Company Name

Address

Telephone Number

Signature

Date

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**CERTIFICATION OF BIDDER'S STATUS ON THE
STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED CONTRACTORS**

STATE OF _____

COUNTY OF _____

I, _____ of the City/Town/Township/Borough/Village (circle one) of _____ in the State of _____, of full age, being duly sworn according to law on my oath depose and sat that:

I am _____ of the firm of _____, the bidder making the Proposal for the attached named project; with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to *N.J.A.C. 7:15-5.2*, commits any of the acts listed therein, and as determined to applicable law and regulation.

By: _____
Deponent's Name

Date: _____

Deponent's Title

Subscribed and sworn to before me this
____ day of _____, 202____

Notary Public

Commission Expires: _____

(Notary Stamp/Seal)

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

[Required pursuant with N.J.S.A 40A:11-23.2(e)]

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Bidder Initial)

No addenda were received.

Acknowledged for: _____
(Name of Bidder/Company)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
UNIFORM BID SPECIFICATIONS**

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Township of Wyckoff is soliciting responsive bid proposals from responsible solid waste collectors interested in providing curbside solid waste collection and transportation to approved disposal sites and curbside recycling collection and transportation service to recyclable markets, and curbside vegetative waste collection and transportation service to the Wyckoff Recycling Center for periods of up to five (5) years, to commence on January 1, 2023, and ending on December 31, 2027, in accordance with the terms of these Bid Specifications and *N.J.A.C. 7:26H-6 et seq.*

The Township requires contractors to provide proposals for Service Level Option 1A (5.3.1.), Service Level Option 1B (5.3.2.), Service Level Option 2 (5.3.3.), Service Level Option 3 (5.3.4.) and Service Level Option 4 (5.3.5.). At its discretion, the Township reserves the right to award the contract to the bidder whose aggregate bid price for selected options or any combination of options is the lowest responsive and responsible bidder. The Township reserves the right to choose the type of service or term of contract years it deems to be in the best interest of the residents and taxpayers of the Township of Wyckoff.

Bidders shall bid on both service level options for solid waste collection, service level options for recycling collection, and the service level option for vegetative waste collection.

Should any differences arise between the contracting parties regarding the meaning or intent of these instructions or specifications, the Township of Wyckoff's Contracting Agent's decision shall be final and conclusive. Should there be any differences between SECTION A - INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS and the GENERAL REQUIREMENTS, the applicable requirements of the GENERAL REQUIREMENTS shall prevail.

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the *Ridgewood News* and the *Star-Ledger*.

1.3. BID OPENING

All bid proposals will be publicly opened and read aloud by the Township Administrator/Purchasing Agent at Memorial Town Hall, Scott Plaza, Wyckoff, New

Jersey, on the second floor in the Municipal Court Room at three (3) o'clock p.m. on *Thursday, September 29, 2022*. All bid proposals will be date and time stamped upon receipt. The bidder is solely responsible for the timely delivery of the bid proposal, and no bids shall be considered 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

Every bidder shall submit the following documents at the time and date specified in the public notice to prospective bidders:

A copy of the bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with *N.J.S.A. 13:1E-126*.

Questionnaire completed by bidder setting forth experience and qualifications, and equipment to perform the work in this specification.

Bid Guarantee in the form of a specified unconditioned bid bond, certified check, or cashier's check in the amount of 10% of the total amount of the bid proposal, not exceeding \$20,000, payable to the Township of Wyckoff.

Non-collusion affidavit.

Statement of ownership.

Unconditioned Consent of Surety.

Bid proposal.

Certificate of Insurance.

Disclosure of Investment Activities in Iran.

Diesel Retrofit Law - Issuance and Completion of compliance forms for each vehicle to be assigned to perform the work in this specification.

Signed Proposal Pages.

All 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

"Addendum" or "addenda" shall mean additional Contract Specification provisions issued in writing by the Township Administrator prior to the receipt of bids.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

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

"Bid Guarantee" means the unconditioned 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 a contract.

"Bid Specifications" means all documents requesting bid proposals for municipal solid waste collection services, recycling collection services, and vegetative 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 policy's coverage in conformance with the requirements of the specification.

"Collection Site" means the location of waste containers on collection day.

"Collection Source" means a generator of designated collected solid waste to whom the contract will provide service.

"Commercial" shall mean structures used for non-residential purposes, including stores, businesses, and offices; however, excluding industrial and institutional establishments. This term shall also include buildings or structures which contain both businesses and residential uses.

"Consent of Surety" means an unconditioned contract guaranteeing that if the contract is awarded, the surety will provide a performance bond in the form required by the specification.

"Container" is intended to mean:

Any metal or plastic barrel, bag, or other receptacles with a proper lid that together with its contents do not weigh more than fifty (50) pounds or measure more than forty-five (45) gallons (i.e., landscaping barrels, metal, or plastic drums are not permitted). Upon emptying containers, the contractor shall return them to the appropriate location (not in front of a mailbox or driveway) and place them upright with appropriately secured lids.

Any securely tied bundle not weighing more than fifty (50) pounds and not measuring more than three (3) feet in diameter or longer than five (5) feet in length.

"Contract" means the agreement between the successful bidder and the governing body and shall include the bid proposal and specifications.

"Contract Administrator" is the Township Administrator, authorized by the contracting unit to procure and administer contracts for solid waste collection services and all recycling collection services.

"Contracting Unit" means the Township of Wyckoff.

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

"Curbside Pickup Point" shall mean the collection site at the curb in front of the building or dwelling; provided, however, that no container shall at any time be placed in the street or roadway, nor be placed upon the sidewalk in such a manner as to obstruct or interfere with the pedestrian passage. Upon emptying containers, the contractor shall return them to the appropriate location and place them upright with appropriately secured lids. Empty containers shall not be placed in front of a mailbox or residential driveway, blocking access to the driveway.

"Designated Collected Recyclable Material" means those materials which would otherwise become municipal solid waste that may be collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products, including the following categories and other such items as may be determined by the Township Committee or their designee during the terms of the contract:

"newsprint" shall mean paper of the type commonly referred to as newsprint and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest. Magazines are acceptable under this program, and junk mail and advertising inserts.

"Recyclable White Goods/Metal" is intended to include standard household appliances, including dishwashers, refrigerators, washing machines, dryers, and stoves. It is material accepted by scrap metal dealers for recycling purposes. It excludes building and construction materials used in the construction or structural alteration of a building. The Township of Wyckoff's DPW collects this material, and the successful bidder shall not collect it.

"glass" includes all products made from silica or sand, soda ash, and limestone (the product being used for packaging or bottling of various matter) and all other materials known by this term excluding, however, blue, white, and flat glass commonly known as window or plate glass.

"aluminum" means all products made from aluminum are used as food and beverage containers, and all materials known by this term excluding building and construction materials used in the construction or structural alteration of a building.

"plastic container" means a hermetically sealed or made airtight with a metal or plastic cap, container with a minimum wall thickness of not less than 0.010 inches, and composed of thermo-plastic synthetic polymeric material. Herein referred to Plastic #1 through #7.

"corrugated cardboard" means cardboard composed of two thicknesses with a reinforced middle section.

"tin" means food and beverage containers made from bi-metal products.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

"grass" and of a large family of monocotyledonous, mostly herbaceous plants with jointed stems.

"wax coated paper carton" means a container of paper with a wax coating that milk and juices typically are sold in.

"Designated Collected Solid Waste" means solid waste types as defined:

WASTE NUMBER 10: Municipal (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail, or service establishments, such as restaurants, stores, markets, theaters, hotels, and warehouses, and institutional waste material originated in schools, public buildings.

WASTE NUMBER 13: Bulky waste: large items of waste material, such as furniture.

WASTE NUMBER 13C: Construction Material

Designated 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. Solid waste such as broken concrete, rocks, sod, dirt, and building materials will not be designated as solid waste collected by the contractor.

"Disposal facility" means those sites designated in the Bergen County Solid Waste Management Plan for use by the Township of Wyckoff or such other facility as the Township may designate.

"Governing body" means the municipality's governing body 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, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Industrial" establishments are not included in the municipal contract and shall consist of business properties within L-1 and L-2 zones, such as Garden State Farms, located within the Township of Wyckoff. Establishments similar in character and nature are intended to be included in the above definition.

"Institutional" establishments are not included in the municipal contract. They shall consist of, but not be limited to, the following properties located within the Township of Wyckoff, HOPE Christian Services, and Christian Health Care Center, Inc.

"Legal Newspaper" means the *Ridgewood News*. As required by law, the Township of Wyckoff will also advertise in the *Star-Ledger*, a statewide circulated newspaper.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

"Municipal Pickup Units" mean locations at Memorial Town Hall at 340 Franklin Avenue, Fire Company 1 at 340 Franklin Avenue, Fire Company 2 on Wyckoff Avenue, Fire Company 3 on Sicomac Avenue, Recreation building at 340 Franklin Avenue, the Department of Public Works at 475 West Main Street, and the Wyckoff Library at 200 Woodland Avenue.

"Pickup Unit" shall mean each unit within a structure used as a separate residence, business, or office. For example, single-family residence = 1 unit; three-family residence = 3 units; Shopping Center with twelve shops = 12 units; building with two stores and three apartments above the stores = 5 units.

"Property" shall mean any residential, municipal, commercial, or church properties, excluding industrial and institutional establishments and parochial schools.

"Proposal Forms" mean those forms that all bidders must use to set forth the prices for services provided under the contract.

"Recycling Center" means the location at 476 West Main Street, Wyckoff, New Jersey, 07481.

"Residential" shall mean structures used primarily for human habitation and includes single-family and multi-family dwellings and apartments above commercial establishments.

"Service Area" means the geographic area of Wyckoff. **Map Exhibits A-D** contains maps of collection districts for each service option listed in SECTION 5 of this specification.

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

"Work" shall include, but is not limited to, the furnishing of all labor, equipment, vehicles, tools, implements, material, and transportation facilities for an adequate, proper, and sanitary scavenger service for the collection and disposal of all solid waste.

Wherever in the Specifications, or the Contract, the words "directed," "required," "permitted," "necessary," or words of like import are used, it shall be understood that the direction of the Township Committee is intended; and similarly, the terms "approved," "acceptable," or "satisfactory," or words of like import shall mean approved by, or acceptable or satisfactory to the Township Committee unless another meaning is plainly intended.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

3.1.1. 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.

3.1.2. Bid proposals shall be hand delivered or mailed in a sealed envelope, and the bidder's name and address and the bid's name 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 Township of Wyckoff in the advertisement for bids.

- 3.1.3. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 3.1.3.1. For a corporation, by a principal executive officer;
 - 3.1.3.2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3.1.3.3. A duly authorized representative if:
 - 3.1.3.3.1. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - 3.1.3.3.2. The authorization specifies either an individual or position having responsibility for the overall operation of the business.
- 3.1.4. The bid proposal contains two (2) service level options for solid waste collection, one (1) service level option for curbside recycling collection, one (1) service level option for recycling center container service, and one (1) service level option for curbside collection of vegetative waste. Bidders shall bid on the solid waste collection option, the recycling collection option, and the vegetative waste option. The Wyckoff Township Committee may, at its discretion, award the contract to the bidder whose aggregate bid price for selected options or any combination of options is the lowest responsible bidder: The Township reserves the right to choose the type of service or term of contract years it deems to be in the best interest of the residents and taxpayers of the Township of Wyckoff.
- 3.1.5. 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 a non-responsive bid and not considered for an award.

3.2. BID GUARANTEES

A Bid Guarantee in the form of the specified unconditioned Bid Bond, Cashier's Check, or Certified Check made payable to the Township of Wyckoff in the amount of 10% of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. If 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 Township of Wyckoff.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisions, amendments, or other changes attached or added by the bidder to any of the requirements 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 Wyckoff Township Committee.

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 Wyckoff Township Committee. The Wyckoff Township Committee shall be the sole determiner of whether a substitution is an equal product.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state, and federal laws and regulations in submitting 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 the minimum, shall attest that:

- 3.6.1. The bidder has not entered into any agreement or participated in any collaboration 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 Contract;
- 3.6.2. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- 3.6.3. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement, or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to *N.J.A.C. 7:26-16 et seq.*
- 3.6.4. Bidders are hereby made aware of the following statutes that represent the "Truth in Contracting Laws": *N.J.S.A. 2C:21-34 et seq., N.J.S.A. 2C:27-10, and N.J.S.A. 2C:27-11.*

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid, 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 Township of Wyckoff agrees in writing prior 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.

3.8. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity nor any of its parent, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. Each bidder shall complete the Disclosure Certification in Section 6.9.

3.9. PAY-TO-PLAY COMPLIANCE

By P.L. 2005, C. 271, any business entity that has received \$50,000 or more in a calendar year in public contracts with public entities must file an annual disclosure statement with the NJ Election Law Enforcement Commission. The required disclosure statement titled, "The Business Entity Annual Statement" is available from <https://www.elec.nj.gov/>.

3.10. OFFICE OF THE STATE COMPTROLLER COMPLIANCE

In accordance with *N.J.A.C. 17:44-2.2*, the contractor shall maintain all documentation related to products, transactions, or services under this contract for five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.11. COMPLIANCE WITH EXISTING DIESEL REGULATIONS, INCLUDING THE DIESEL RETROFIT LAW (*N.J.S.A. 26:2C-8.26*)

Bidders are required and shall include, in their bid response, a list of all vehicles retrofit or exempt under the Diesel Retrofit Law and a copy of the compliance form issued pursuant to *N.J.A.C. 7:27-32.20* (Diesel Retrofit Law - Issuance and Completion of Compliance Forms) for each vehicle assigned to perform the work in this Wyckoff specification. The contractor shall ensure that any vehicle used in the execution of the Wyckoff contract complies with the Diesel Retrofit Law (*N.J.S.A. 26:2C8*) and inspection requirements and idling limits set forth at *N.J.A.C. 7:27-14*. Bidders shall provide training for all vehicle drivers on the idling limits.

3.12. COMPLIANCE WITH MICHAEL MASSEY LAW, N.J.S.A. 36:3-54.27, WHICH REQUIRES FLASHING AMBER LIGHTS ON SANITATION VEHICLES

The contractor's sanitation vehicles operating under the Township of Wyckoff Solid Waste Collection Contract shall display flashing amber warning lights of a type approved by the Chief Administrator of the Motor Vehicle Commission while stopped upon a street and while engaged in the collection of garbage, solid waste, and refuse or while moving between pick-up stops at speed no greater than ten (10) miles per hour.

4. AWARD OF CONTRACT

4.1. GENERALLY

4.1.1. The Wyckoff Township Committee 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 bidders who consent to it may, at the request of the contracting unit, be held for consideration for such more extended period as may be agreed. All bidders will be notified of the Wyckoff Township Committee's decision by certified mail.

4.1.2. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsive and responsible bid.

4.1.3. The Wyckoff Township Committee reserves the right to reject or not consider any bid not prepared and submitted in accordance with the provisions hereof and to reject any or all bids as provided by law. If the Wyckoff Township Committee rejects all bids, the Township Committee 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 contract award, the Township of Wyckoff shall notify the successful bidder in writing at the address set forth in the Bid Proposal. Such notice shall specify the place and time for delivery of the executed contract, the unconditioned 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 cause the Township of Wyckoff to declare the contractor non-responsive and award the contract to the next lowest bidder. The new Contract is effective January 1, 2023.

4.3. RESPONSIBLE BIDDER

The Township of Wyckoff 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 deemed not to be "responsible" shall be rejected. A responsive bidder is

determined in accordance with *N.J.S.A. 40A:11-2(33)*.

4.4. UNCONDITIONED PERFORMANCE BOND

4.4.1. For a one-year contract, the successful bidder shall provide a one-year unconditioned performance bond issued by a Surety licensed in the State of New Jersey equal to no more than 100% of the award price. The successful bidder shall provide said unconditioned performance bond prior to or concurrently with the executed contract's delivery.

4.4.2. Failure to provide the required one-year unconditioned performance bond at the time and place specified by the Township of Wyckoff shall be cause for assessment of damages as a result thereof in accordance with Section D below. If the successful bidder fails to provide said unconditioned performance bond, the Township of Wyckoff 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)*.

4.4.3. For a multi-year contract, the successful bidder shall provide an unconditioned performance bond issued by a Surety equal to no more than 100% of the contract's annual value. Failure to deliver an unconditioned performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the current bond's termination will constitute a contract breach upon the existing bond's expiration. Notwithstanding termination pursuant to this section, the contractor shall be obligated to perform through the contract's termination date fully, and damages shall be assessed in an amount to the costs incurred by the Township of Wyckoff in re-bidding the contract and performing work until a new contract is awarded. The unconditioned performance bond for each succeeding year must be delivered with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond to the Township Administrator's office in Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481.

4.4.4. Failure to deliver an unconditioned performance bond for any year of a multi-year contract one hundred and twenty (120) days prior to the current bond's termination will constitute a contract breach. It will entitle the Wyckoff Township Committee to terminate the contract upon the expiration of the existing bond. Notwithstanding termination pursuant to this section, the contractor is obligated to perform fully through the contract's termination date, and damages shall be assessed in an amount to the costs incurred by the Township of Wyckoff in re-bidding the contract and performing the work until a new contract is awarded.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

4.5.1. If awarded a contract, the successful bidder must comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.*

- 4.5.2. An apparent low bidder shall submit to the Township one of the following three (3) documents after the bid opening and prior to the date for the award of any contract: contracting unit:
- 4.5.2.1. A copy of a *valid letter* identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
 - 4.5.2.2. A photocopy of a *Certificate* of Employee Information Report approval issued in accordance with *N.J.A.C. 17:27-4*, OR
 - 4.5.2.3. A photocopy of the apparent low bidder's Employee Information Report (Form AA302) provided by the Division of Purchase and Property, CCAU, EEO Monitoring Program and distributed to the public agency by the apparent low bidder in accordance with *N.J.A.C. 17:27-4*.
- 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 reasonably new vehicles, free of mechanical problems, reasonably calculated to meet the requirements (specifically including the requirement that each collection day starts no sooner than 7:00 am and shall be completed no later than 4:00 pm of the same day) of these bid specifications. The contractor shall also provide vehicle dedication affidavits for any existing municipal clients and a vehicle affidavit of spare vehicles (vehicles not dedicated to a client) to ensure adequate vehicles are available.

To the extent that dedication of a fixed number of vehicles is not feasible, as demonstrated by the contractor's separate affidavit to that effect, then the Contractor need not dedicate a fixed number of vehicles but shall covenant that the Township of Wyckoff 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.

To ensure that the Township pays only for its legitimate disposal fees for garbage, recycling, and vegetative waste generated by the pick-up units identified in these specifications, the following inspection of the successful bidders' trucks is established.

The successful bidder shall advise at the beginning of the contract which trucks will be assigned to Wyckoff daily. The Township will be provided in writing these truck's call numbers, license plate numbers, and NJDEP registration numbers. In the event of vehicle breakdown or other reason that a substitute vehicle shall be utilized, the successful bidder shall fax to the Township at 201-891-9359 AND via email to mcavallo@wyckoff-nj.com before 6:45 a.m. the above-stated information for the spare replacement vehicle. Failure to follow this procedure prohibits the Township from

ensuring it only pays its legitimate disposal fees. The successful bidder agrees that in this situation, the Township shall not be responsible for paying disposal charges when the successful bidder fails to follow this procedure.

A Township representative may inspect each vehicle between 6:45 a.m. and 7:00 a.m. at Police Headquarters. The successful bidder shall bring each vehicle to Police Headquarters Monday - Saturday at 6:45 a.m. before the 7:00 a.m. start date to allow the municipality to inspect the collection vehicles to ensure they are empty or to determine the percentage full. The successful bidder agrees that the Township Administrator or Chief of Police's determination of percentage full shall be final and binding.

If required, all collection vehicles shall not leave Wyckoff without stopping at the Administrator's office, and he or the Chief of Police shall determine the percentage full of the vehicle before it leaves Wyckoff to the transfer station directed by the Township of Wyckoff. When the vehicle deposits the Township of Wyckoff's garbage, it shall return to Police Headquarters before it begins collection in Wyckoff to allow the Administrator or Chief of Police to determine whether the vehicle is empty or the percentage full of garbage from clients other than the Township's program. The successful bidder agrees that the Township Administrator and the Chief of Police's determination shall be final and binding.

The Township has established this procedure to ensure it, and its taxpayer only pays its legitimate disposal charges. All bidders are instructed to factor this process into their bid price and any failure to comply with it.

Suppose the contractor violates the terms of the vehicle dedication affidavit or this procedure. In that case, the contractor shall take such action reasonably required to ensure it does not occur again. Failure to correct the violation, as evidenced by a second violation, will constitute a breach of contract, and will permit the contracting unit to terminate the contract. In presenting a bid, the contractor understands this and agrees to it.

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 reached by multiplying the unit price 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 Wyckoff Township Committee may not award a contract until all tabulations are complete.

4.8. CONDITIONS AND LIMITATIONS

- 4.8.1. Each bidder shall be familiar with and comply with all applicable local, state, and Federal laws and regulations in connection with submitting the bid proposal and performing the contract, including, but not limited to *N.J.S.A. 13E-1 et seq.*, *N.J.S.A. 48:13 A-1 et seq.* and *N.J.S.A. 40A:11-1 et seq.* and *N.J.A.C. 5:34* and *7:26*.
- 4.8.2. Submission of a bid proposal serves as the bidder's representation that it has read and understands the bid specifications and that it has duly considered all information contained therein (including the requirement that daily collection cannot start until 7:00 am and shall be completed by 4:00 pm of the same day) while preparing its bid proposal. Moreover, submission of the bid proposal serves as the bidder's representation that if awarded the contract, the successful bidder will not make any claims for, or have any right to, any concession or damages because of a lack of understanding of the bid specifications or lack of information concerning same.

4.9. AMERICANS WITH DISABILITIES ACT

Discrimination based on disability in contracting for purchasing goods and services is prohibited. Bidders must read the Americans with Disabilities language included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor must comply with the Act and hold the owner harmless.

4.10. BUSINESS REGISTRATION CERTIFICATE

In accordance with the P.L. 2009, C.315, bidders shall have obtained a Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury, Division of Revenue prior to the date for the contract award. The Business Registration Certificate may be submitted with or after the bid opening before the contract award.

4.11. THE CONTRACTOR IS OBLIGATED TO DETERMINE THE BASIS FOR ITS BID INDEPENDENTLY

The Township of Wyckoff has furnished information and good faith estimates of empirical and other data, as reflected in **Exhibit E**. If there is any error or inaccuracy, the Contractor shall not be entitled to claim an extra or additional compensation based on any error or inaccuracy. The Contractor is obligated to independently review and verify or undertake whatever analysis it deems appropriate in formulating its bid proposal.

5. WORK SPECIFICATIONS

5.1. OVERVIEW

The Contractor shall bid for each collection Service Level Option. The Township Committee shall select the type of service level option and term of the contract year(s) it deems in the best interest of the Township of Wyckoff taxpayers in accordance with any of the option proposals submitted.

The Township of Wyckoff requires bidders to bid for all service levels and year(s) specified in the work specifications. Bidders who do not bid on all service level options and year(s) specified shall be considered non-responsive to the specifications and not be considered for an award.

5.2. GEOGRAPHICAL BOUNDARIES

The contractor shall provide collection and transportation from within the territorial and geographical boundaries of the Township of Wyckoff as described in **Map Exhibits A through D** to a disposal site designated by the Township of Wyckoff.

5.3. COLLECTION SERVICE LEVEL OPTIONS

5.3.1. **SERVICE LEVEL OPTION #1A - Once a week (9 months) Twice a week (3 months) SOLID WASTE COLLECTION**

This option consists of the following services to be performed:

5.3.1.1. Curbside collection and transportation to the Township's designated disposal site, Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, of Type 10 municipal solid waste from residential, municipal, commercial, and church properties for January, February, March, April, May, September, October, November, and December once a week, five (5) days a week, Monday through Saturday with a maximum of ten (10) containers per pickup unit at the curbside pickup point.

5.3.1.2. Curbside collection and transportation to the Township's designated disposal site, Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, of Type 10 municipal solid waste from residential, municipal, commercial, and church properties for June, July, August, and September twice a week, six (6) days a week, Monday through Saturday with a maximum of six (6) containers per pickup unit at the curbside pickup point.

5.3.1.3. Provide, maintain, and collect solid waste the following described containers for solid waste collection to the municipal locations for use during the contract years, twice weekly, 12 months a year as described:

Memorial Town Hall, Municipal Complex
340 Franklin Avenue
One (1) three (3) cubic yard, wheeled, closed container with lid.

Firehouse #1, Municipal Complex
340 Franklin Avenue
One (1) four (4) cubic yard, wheeled, closed container with lid.

Recreation Office, Municipal Complex
340 Franklin Avenue
One (1) three (3) cubic yard, wheeled, closed container with lid.

Wyckoff DPW Garage
475 West Main Street
Two (2) eight (8) yard closed containers with lid.

Firehouse #2
178 Wyckoff Avenue
One (1) four (4) yard closed containers with lid.

Firehouse #3
428 Sicomac Avenue
One (1) three (3) yard, wheeled, closed container with lid.

Wyckoff Public Library
200 Woodland Avenue
One (1) three (3) yard, wheeled, closed container with lid.

Map Exhibit A is the once-a-week collection districts.

Map Exhibit B is the twice-a-week collection districts.

- 5.3.1.4. Upon emptying containers, the contractor shall return them to their location and place them upright with appropriately secured lids. Empty containers shall not be placed in front of mailboxes or in front of a residential driveway.
- 5.3.1.5. Provide, maintain, and collect solid waste from the containers listed as garbage containers at the Township's three (3) condominium communities and one (1) apartment complex twice weekly, 12 months a year as described:

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

The contractor shall provide the following containers to the condominium communities and apartment communities in the Township of Wyckoff.

Barrister Farms Condo community
(Located off Huntington Court)
One (1) four (4) cubic yard, wheeled, (6'x10') container for garbage.

Fieldstone Terrace apartment building
(Located off Lawlins Road)
Two (2) four (4) cubic yard, wheeled, containers for garbage.

Turtle Creek Condo community
(Located on Heather Lane)
Four (4) two (2) cubic yard, wheeled, (3'x5') containers for garbage.

17 apartments in the Boulder Run Shopping Center
(accessed from Franklin Avenue or Godwin Avenue)
Two (2) three (3) cubic yard, wheeled, containers for garbage.

- 5.3.1.6. The contractor shall be required to collect six (6) solid waste household containers or items each curbside pick-up with a twice per week collection and ten (10) solid waste household containers or items each curbside pick-up with a once per week collection.

The Township requests a cost proposal to perform Service Level Option 1A service level for the periods:

January 1, 2023 - December 31, 2023
January 1, 2034 - December 31, 2024
January 1, 2025 - December 31, 2025
January 1, 2026 - December 31, 2026
January 1, 2027 - December 31, 2027

5.3.2. **SERVICE LEVEL OPTION #1B -Twice a week (12 months) SOLID WASTE COLLECTION**

This option consists of the following services to be performed:

- 5.3.2.1. Curbside collection and transportation to the Township's designated disposal site, Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, of Type 10 municipal solid waste from residential, municipal, commercial, and church properties twice a week, six (6) days a week, all year long, Monday through Saturday with a maximum of six (6) containers per pickup

unit at the curbside pickup point.

- 5.3.2.2. Provide, maintain, and collect solid waste the following described containers for solid waste collection to the municipal locations for use during the contract years, twice weekly, 12 months a year as described:

Memorial Town Hall, Municipal Complex
340 Franklin Avenue
One (1) three (3) cubic yard, wheeled, closed container with lid.

Firehouse #1, Municipal Complex
340 Franklin Avenue
One (1) four (4) cubic yard, wheeled, closed container with lid.

Recreation Office, Municipal Complex
340 Franklin Avenue
One (1) three (3) cubic yard, wheeled, closed container with lid.

Wyckoff DPW Garage
475 West Main Street
Two (2) eight (8) yard closed containers with lid.

Firehouse #2
178 Wyckoff Avenue
One (1) four (4) yard closed containers with lid.

Firehouse #3
428 Sicomac Avenue
One (1) three (3) yard, wheeled, closed container with lid.

Wyckoff Public Library
200 Woodland Avenue
One (1) three (3) yard, wheeled, closed container with lid.

Map Exhibit B is the twice-a-week collection districts.

- 5.3.2.3. Upon emptying containers, the contractor shall return them to their location and place them upright with appropriately secured lids. Empty containers shall not be placed in front of mailboxes or in front of a residential driveway.

- 5.3.2.4. Provide, maintain, and collect solid waste from the containers listed as garbage containers at the Township's three (3) condominium

communities and one (1) apartment complex twice weekly, 12 months a year as described:

The contractor shall provide the following containers to the condominium communities and apartment communities in the Township of Wyckoff.

Barrister Farms Condo community
(Located off Huntington Court)
One (1) four (4) cubic yard, wheeled, (6'x10') container for garbage.

Fieldstone Terrace apartment building
(Located off Lawlins Road)
Two (2) four (4) cubic yard, wheeled, containers for garbage.

Turtle Creek Condo community
(Located on Heather Lane)
Four (4) two (2) cubic yard, wheeled, (3'x5') containers for garbage.

17 apartments in the Boulder Run Shopping Center
(accessed from Franklin Avenue or Godwin Avenue)
Two (2) three (3) cubic yard, wheeled, containers for garbage.

5.3.2.5. The contractor shall be required to collect six (6) solid waste household containers or items for each curbside pick-up, twice per week.

The Township requests a cost proposal to perform Service Level Option 1B service level for the periods:

- January 1, 2023 - December 31, 2023
- January 1, 2024 - December 31, 2024
- January 1, 2025 - December 31, 2025
- January 1, 2026 - December 31, 2026
- January 1, 2027 - December 31, 2027

5.3.3. **SERVICE LEVEL OPTION #2 - CURBSIDE COLLECTION OF RECYCLABLE MATERIALS EVERY OTHER WEEK**

This option consists of the following services to be performed:

The bidder is directed that this service level represents the following:

Curbside collection and transportation to a recycling market within thirty

(30) miles of the Township of Wyckoff of Dual Stream recyclables from residential, municipal, commercial, and church properties every other week pursuant to **Map Exhibit D** with comingled recyclable materials collected one week and cardboard and mixed paper collected on the opposite week.

Chapter 155 of the Code of the Township of Wyckoff established mandatory recycling of certain recyclable materials in accordance with the New Jersey Recycling Act. Items to be collected at curbside pickup points for each pickup unit as part of this service level include:

Newsprint: (including paper, advertisements, magazines, junk mail)

Corrugated Cardboard: (double-sided with ribbed middle reinforcement)

Glass food containers (green, white, and brown), aluminum beverage containers, tin food cans, plastics #1 through #7.

Brown paper bags

Wax-coated paper cartons

This service level does not include recyclable white goods.

The Township of Wyckoff reserves the right to add recyclable materials throughout the contract awarded by the Township Committee when and if recyclable markets become available in the judgment of the Township. **Map Exhibit D** is the map of every other week's curbside recycling collection districts.

This service level includes transportation of the recyclables collected curbside to recycling markets designated by the contractor. The contractor's property is all monetary rebates or costs for the deposited recyclable materials. Currently, the Township utilizes Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, a recyclable market for dual stream recycling. Bidders should factor this into their price.

All recyclable materials (newsprint, cardboard, comingled glass, aluminum, tin, and plastics #1 through #7, wax-coated cartons) except recyclable white goods/metal items shall be collected curbside from all residential and commercial properties, municipal and church properties once every other each week with comingled recyclable materials collected one week and cardboard and mixed paper collected on the opposite week. No maximum number of containers. These pickups shall occur on the following schedule: (see **Map Exhibit D** for a map of collection districts)

COLLECTION SCHEDULE - REFER TO MAP EXHIBIT D.

SCHEDULE	ELECTION DISTRICT
Monday	3, 7, 2, & 6
Tuesday	4, 8, 1, & 5

Upon emptying containers, the contractor shall return them to the appropriate location and place them upright with lids appropriately secured. Empty containers should not be placed in front of mailboxes or in front of residential driveways to block access.

No maximum limit on containers for curbside recycling collections.

Supply, maintain and collect recyclables from the containers listed for recyclables at the Township's three (3) condominium communities and one (1) apartment complex as described below:

The contractor shall provide the following containers to the condominium communities and apartment communities in the Township of Wyckoff.

Barrister Farms Condo community
(Located off Huntington Court)
No containers are provided. Curbside collection only.

Fieldstone Terrace apartment building
(Located off Lawlins Road)
Three (3) four (4) cubic yard, wheeled, containers for dual stream recyclables.

Turtle Creek Condo community
(Located on Heather Lane)
Four (2) two (2) cubic yard, wheeled, (3'x5') containers for dual stream recyclables.

17 apartments in the Boulder Run Shopping Center
(accessed from Franklin Avenue or Godwin Avenue)
Three (3) two (2) cubic yard, wheeled, containers for dual stream recyclables.

The Township requests a cost proposal to perform Service Level Option 2 service level for the periods:

- January 1, 2023 - December 31, 2023
- January 1, 2034 - December 31, 2024
- January 1, 2025 - December 31, 2025
- January 1, 2026 - December 31, 2026
- January 1, 2027 - December 31, 2027

5.3.4. **SERVICE LEVEL OPTION #3 - RECYCLING CENTER CONTAINER SERVICE**

This option consists of the following services to be performed:

5.3.4.1. Provide and maintain the below-listed number of new containers to the Wyckoff Recycling Center located at 475 West Main Street, Wyckoff, New Jersey 07481. The contractor shall transport those containers to a recyclable market designated by the Township of Wyckoff within a thirty (30) mile radius of Wyckoff and within twenty-four (24) hours of an email request from the Wyckoff Department of Public Works Manager.

One (1) forty-40 cubic yard closed top compactor container in excellent condition for corrugated cardboard*.

One (1) forty-40 cubic yard closed top compactor container in excellent condition for newsprint*.

One (1) minimum thirty-30 cubic yard open top roll-off container is in excellent condition for scrap metal and white goods.

One (1) forty-40 cubic yard closed top compactor container in excellent condition for commingled aluminum, tin, and plastic.

*In the event of compactor failure, the Contractor shall provide a minimum thirty-30 cubic yard open top roll-off container in excellent condition, within 24 hours of notification, for continuity of service for the duration of the repair.

The Contractor must transport these containers from the Wyckoff Recycling Center located at 475 West Main Street, Wyckoff, New Jersey, to a recycling market when the Township notifies him that the container is full. The container shall be taken to market within 24 hours of this call, or a penalty will be assessed for \$50.00 per day and all costs incurred by the municipality due to such a failure. The Township currently utilizes Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, for all recyclables except scrap metal. Scrap metal is presently transported to Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503. The recyclables are the Contractor's property, and the Contractor receives the revenue or assumes the risk of payment for recyclables.

Upon delivery by the successful bidder to the recycling market(s), a "Weight Slip" produced by the recycling market indicating the volume of recycled material is required to be forwarded to the Public Works Manager

or Recycling Coordinator each month. Any costs for the deposited recyclable items shall be the Contractor's responsibility. The Township shall have no responsibility for a rejected load of recyclables.

The Township requests a cost proposal to perform Service Level Option 3 service level for the periods:

January 1, 2023 - December 31, 2023
January 1, 2024 - December 31, 2024
January 1, 2025 - December 31, 2025
January 1, 2026 - December 31, 2026
January 1, 2027 - December 31, 2027

5.3.5. **SERVICE LEVEL OPTION #4 - CURBSIDE COLLECTION OF VEGETATIVE WASTE EVERY OTHER WEEK**

This option consists of the following services to be performed:

A separate curbside collection and transportation to the Wyckoff Recycling Center, 476 West Main Street, Wyckoff, of vegetative waste from residential properties beginning with the second week of April and concluding on the third week of October. Collections shall be every other Thursday and Friday, totaling fifteen (15) weeks from the second week in April through the third week of October. Vegetative waste shall be placed in sturdy, open containers, or biodegradable brown paper bags not to exceed fifty (50) pounds each, with a maximum of five (5) containers placed at the curb per pick-up day.

VEGETATIVE WASTE is garden debris, tree branches less than three (3) inches in diameter and three (3) feet in length, shrubbery trimmings (NO root balls) and must be placed in an open container or biodegradable brown paper bags; **VEGETATIVE WASTE DOES NOT** include: firewood, logs, stumps, rocks, building materials, grass, or leaves.

The vegetative waste shall be transported to the Township of Wyckoff's Recycling Center at 476 West Main Street and deposited in the area marked for vegetative waste. The Township of Wyckoff shall then be responsible for the vegetative waste deposited by the contractor.

Map Exhibit C delineates vegetative waste collection districts every other Thursday and Friday.

Six (6) containers maximum limit for vegetative waste placed at the curb.

The Township requests a cost proposal to perform Service Level Option 4 service level for the periods:

January 1, 2023 - December 31, 2023
January 1, 2024 - December 31, 2024
January 1, 2025 - December 31, 2025
January 1, 2026 - December 31, 2026
January 1, 2027 - December 31, 2027

5.3.6. **SERVICE LEVEL OPTION #5 - CURBSIDE COLLECTION OF BULK WASTE**

This option consists of the following services to be performed:

5.3.6.1. Curbside collection and transportation to the Township's designated disposal site, Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503, of Type 13 bulky waste, separated from Type 10 municipal solid waste and not Type 13C construction material, one day every other week (26 collections per year), all year long. Residents can dispose of up to three (3) bulk items per pickup up at the curbside pickup point. The price shall be provided per truck, per pickup.

5.3.6.1.1. Items to be collected as Type 13 bulky waste in Wyckoff shall include:
-Interior/exterior residential furniture (i.e., couches, tables, desks, hutch, benches, vanities).
-Beds, mattresses, and box springs.
-Carpets (rolled and tied)
-Scrap wood (not to exceed 4ft in length)
-Decorations

5.3.6.2. As-needed collection of Type 13 bulky waste, separated from Type 10 municipal solid waste, because of a natural disaster (i.e., flood, tropical storm, hurricane, super storm, etc.), to be collected curbside and transported to the Township's designated disposal site, Gaeta Recycling, 278-282 West Railway Avenue, Paterson, New Jersey 07503. The price shall be provided per truck, per pickup. No guarantee is provided by the Township as to the number of trucks required or that this line item will be utilized at all in any contract year.

The Township requests a cost proposal to perform Service Level Option 5 service level for the periods:

January 1, 2023 - December 31, 2023
January 1, 2024 - December 31, 2024
January 1, 2025 - December 31, 2025
January 1, 2026 - December 31, 2026
January 1, 2027 - December 31, 2027

5.4. COLLECTION SCHEDULE

5.4.1. All collection services, as described in these specifications, shall be performed on all designated days between **7:00 a.m.** and **4:00 p.m.** **NO EXCEPTIONS.** Based on experience and for reasons of safety and resident convenience, the Township of Wyckoff requires collections between 7:00 am and 4:00 pm **only.** Bidders shall consider this requirement when determining their bid price. This requirement is reasonable and rational. The current garbage and recycling collector has no difficulty collecting within these hours, with three (3) collection vehicles assigned daily starting at 7:00 am and working until 4:00 pm.

5.4.2. The Township of Wyckoff prefers the successful bidder to perform the curbside garbage, trash, and recyclable collections on as many holidays as possible to avoid the requirement of collecting on double route collection days. However, the holidays which the successful bidder may not perform the curbside collection is limited to the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

5.4.3. When garbage and trash collection is exempted due to a holiday, the following shall result:

- On a **once-a-week schedule** - collection the next day (except for Sunday)
- On a **twice-a-week schedule** - collection on those districts' next regularly scheduled collection day

5.4.4. When a recyclable collection is exempted on a Monday or Tuesday due to a holiday, a make-up collection day shall be the Wednesday of that week. When a recyclable collection is exempted on a Wednesday or Thursday due to a holiday, a make-up collection day shall be on Friday of that week.

5.5. SOLID WASTE COLLECTION AND TRANSPORTATION CONTRACTOR WAGE RECORD KEEPING

5.5.1. Employee Wage Reporting: The contractor and any subcontractor thereof engaged under a contract pursuant to this specification are subject to and shall comply with the provisions of *N.J.S.A. 34:11-68* concerning 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:

5.5.1.1. The contractor shall keep an accurate record showing the name, the hourly rate of wages paid to, and the daily, overtime, and weekly hours worked by each individual engaged in the collection and transportation work under the contract. Any other records deemed necessary by the Commissioner for enforcing wage payments. In addition, the records shall be preserved for two (2) years from the payment date. The record shall be open at all reasonable hours for inspection by the Township of Wyckoff awarding the contract, any other party to the contract, and the Commissioner of the Department of Labor and Workforce Development.

5.5.1.2. 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 Township of Wyckoff, for each pay period, not more than ten (10) days after the payment of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 or each covered employee. The certification shall be submitted to" Wyckoff Township Administrator, 340 Franklin Avenue, Wyckoff NJ 07481.

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

5.6. SOLID WASTE DISPOSAL

5.6.1. All solid waste collected within the Township of Wyckoff shall be disposed of in a facility available to the Township of Wyckoff due to the Third Circuit Court of Appeals May 1, 1997, ruling on waste flow.

5.6.2. The Township of Wyckoff has entered a five-year contract with Gaeta Recycling for the disposal of solid waste (Type 10, Type 13, and Type 13C) for a term beginning on January 1, 2023. Bidders should use the location of Gaeta's disposal facility this in their bid price.

5.6.3. The Township of Wyckoff anticipates soliciting public bids for a new solid waste disposal contract for 2028, 2029, 2030, 2031, and 2032 by June 2027.

5.7. VEHICLES AND EQUIPMENT

5.7.1. All vehicles shall be registered with and conform to the New Jersey Department of Environmental Protection requirements, in accordance with

N.J.A.C. 7:26-3.1 et seq.

- 5.7.2. All collection trucks shall be compaction types, wholly enclosed, watertight, reasonably new, and free from mechanical breakdowns. Subject to 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.
- 5.7.3. All vehicles shall be maintained in good working order and constructed, used, and maintained to reduce unnecessary noise, spillage, and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the contract term. The Contractor shall comply with all reasonable requests concerning the maintenance and repair of said vehicles and other equipment used in executing the Contract. Failure to respond to reasonable requests to inspect shall constitute a breach of contract and may result in the termination of the contract. All vehicles shall be equipped with a broom and shovel. The Township prefers collection vehicles dedicated to the Wyckoff contract no older than seven (7) years old. Failure to complete duty route(s) due to a vehicle breakdown(s) is not acceptable or permitted.
- 5.7.4. The Contract Administrator may order any of the Contractor's vehicles used to perform 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

- 5.9.1. The Contractor must provide and maintain an office within reasonable proximity of the Township of Wyckoff with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated before the commencement of service.
- 5.9.2. Telephone service shall be maintained on all collection days, between 9:00 a.m. and 4:30 p.m. The Township of Wyckoff shall list the Contractor's telephone number in the Telephone Directory and other listings for the Township of Wyckoff.

5.10. FAILURE TO COLLECT

The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which consistent and continued severe weather conditions preclude collection. In the event of the described severe weather, the Contractor shall collect solid waste not collected due to the severe adverse weather and the next collection day's route no later than 4:00 p.m. on the next collection day. For example, suppose severe adverse weather occurs on a Tuesday, preventing the collection of the Tuesday route. In that case, the Tuesday route and the Wednesday route will be collected on the next immediate collection day, which in this case, is Wednesday.

5.11. COMPLAINTS

5.11.1. The Contractor shall promptly and adequately 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 action taken to remedy complaints. The complaint log shall be available for inspection by the Township of Wyckoff.

5.11.2. The Contractor shall submit a copy of all complaints received and actions taken to the Township of Wyckoff within twenty-four hours (24) hours of receiving the same.

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any work or services provided in connection with the contract. The Contractor shall be subject to SECTION 5.19 for non-compliance with the specifications.

5.13. INVOICE AND PAYMENT PROCEDURE

5.13.1. The Contractor shall submit all invoices for collection in accordance with the requirements of this section.

5.13.1.1. Within thirty (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 Township of Wyckoff for the preceding calendar month (the "Billing Month").

5.13.1.2. The Township of Wyckoff shall pay all invoices within thirty (30) days of receipt. The Township of Wyckoff will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of Wyckoff shall have thirty (30) days from receipt of the

correct invoice to make payment.

5.13.1.3. Invoices shall specify the call number, license plate number, and type of vehicle used for collection in the Township of Wyckoff daily, the loads per truck, the number of cubic yards, and the tonnage of the material disposed of each day during the billing month.

5.13.1.4. On the Contractor's invoice, it shall disclose:
The origin of the waste; and
The truck license plate number; and
The total quantity of the waste collected according to this specification.

5.13.2. The Township of Wyckoff shall pay the costs of disposal directly. The disposal facility shall bill the Township of Wyckoff directly for all charges (including taxes and surcharges). The Township of Wyckoff's current procedure is to pay the certified disposal facility directly for the disposal cost. In accordance with the procedure in SECTION 4.6, the Township shall deduct from the contractor's invoice any expenses for disposal not generated from Wyckoff pick-up units. If these costs exceed the contractor's invoice, the contractor shall remit a check made payable to the Township of Wyckoff within thirty (30) days of receipt of a demand for payment.

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work. If any person employed shall appear incompetent or disorderly, the Township of Wyckoff shall notify the Contractor and specify how the employee is incompetent or disorderly. 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 employment pursuant to the contract must possess a driver's license valid in the State of New Jersey for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Manager with full authority to act for the Contractor. In writing, the Contractor shall notify the Contract Administrator that a supervisor has been appointed. Such notification shall be given prior to the beginning performance of the contract. In writing, the Contractor shall promptly notify the Contract Administrator of any changes. The supervisor or manager shall visit Town Hall or telephone the Township Administrator daily to inquire about any problems before 4:00 p.m.

5.16. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during
CONTRACT # 2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS,
AND VEGETATIVE WASTE

the life of this Contract insurance in conformance with the requirements of *N.J.A.C. 7:26H-6.17*. The insurance policy shall designate the Township of Wyckoff as an additional insured, indemnifying the Township of Wyckoff concerning the Contractor's actions under the Contract. The Contractor shall submit with their bid a copy of an insurance certificate in favor of the Township of Wyckoff reflecting the coverages and insurance provider required by this specification. The Township shall evaluate this certificate for compliance with all insurance requirements.

The contractor shall provide and maintain said insurance for the coverages and financial amounts enumerated in section 7.4.

5.17. CERTIFICATES

Upon notification by the Township of Wyckoff, the lowest responsive and responsible bidder shall supply to the Contract Administrator, within five (5) business days of notification, an original 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 Township of Wyckoff from and against all claims, damages, losses, and expenses, including all reasonable costs incurred by the Township of Wyckoff on any of the allegations described above that may result or arise directly or indirectly, from or because of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees, or subcontractors and the results in any loss of life or property or any injury or damage to persons or property.

5.19. VIOLATIONS OF CONTRACT REQUIREMENTS

It is understood that the orderly and proper collection of garbage, trash, paper, rubbish, recycling, vegetative waste, and other solid waste materials as defined herein is a matter of severe and vital concern to the Township because of the effect which the same may have upon the health, safety, and welfare of its residents. It is stipulated by both the Township and the successful bidder that for such noncompliance with the contract requirements, a deduction shall be made from the amount due to the contractor for noncompliance performance. The contract administrator shall notify the contractor of all violations. If the violation is not corrected on the day of notification, the Township contract administrator made the deduction on the next payment due to the contractor the following:

Failure of a truck and crew to operate or finish a district - \$1,000 per day.

Failure to collect solid waste, recyclable materials, or vegetative waste properly in place at curbside pickup point - \$100 per pickup unit.

Using or maintaining trucks in a leaking, unsanitary, or inoperable condition -

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

\$250 per offense.

Damaging or carrying away permanent receptacles - repair or replace with equal quality receptacles within five (5) business days.

Failure to clean up any material spilled from the draining off equipment - \$100 per offense.

Failure to return receptacles to the proper location and not in front of a mailbox or driveway - \$25 per offense.

Failure to clean up the spillage from a household receptacle not wholly emptied into the collection truck at an individual property - \$50 per offense.

Failure to promptly repair damaged public facilities after notice and adequate time to repair - up to \$200 per day as determined by the Contract Administrator.

Failure to prohibit the solicitation and/or receiving of any kind of gratuities by Contractors Agent or employees - \$1,000 per offense per employee.

END OF TECHNICAL SPECIFICATIONS

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
SOLID WASTE QUESTIONNAIRE**

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Township of Wyckoff. 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 past five years.

3. Has the bidder failed to perform any contract awarded to it by the Township of Wyckoff 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 Township of Wyckoff 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.

QUESTIONNAIRE CONTINUED ON NEXT PAGE

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
SOLID WASTE QUESTIONNAIRE (CONTINUED)**

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, years of service, present condition and the type and size of the truck bodies.

QUESTIONNAIRE CONTINUED ON NEXT PAGE

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
SOLID WASTE QUESTIONNAIRE (CONTINUED)**

1. Where can this equipment described above be inspected?

2. 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.

3. 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.

4. 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.

5. List the name and address of three credit or bank references.

6. 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.

QUESTIONNAIRE CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
SOLID WASTE QUESTIONNAIRE (CONTINUED)**

7. Additional remarks.

Signature of Authorized Agent

Date

**AS A PROFESSIONAL
COURTESY,
PLEASE PLACE HERE
A PHOTOCOPY OF
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***

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
 CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
 MATERIALS, AND VEGETATIVE WASTE
 BID PROPOSAL FORM**

Bidder's Name: _____

Address: _____

Phone: _____ Fax: _____

Print Name: _____ Title: _____

The undersigned proposes to furnish the Township of Wyckoff with the services herein pursuant to the bid specifications in the following amounts:

		YEAR 1 JAN. 1, 2023 - DEC. 31, 2023	YEAR 2 JAN. 1, 2024 - DEC. 31, 2024	YEAR 3 JAN. 1, 2025 - DEC. 31, 2025	YEAR 4 JAN. 1, 2026 - DEC. 31, 2026	YEAR 5 JAN. 1, 2027 - DEC. 31, 2027
SERVICE LEVEL OPTION	Description	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price
1A	Once a week (9 months) and Twice a week (3 months) Solid Waste collection per the requirements and specifications described in SECTION 5.3.1 herein	\$	\$	\$	\$	\$
1B	Twice a week (12 months) Solid Waste collection per the requirements and specifications described in SECTION 5.3.2 herein	\$	\$	\$	\$	\$

BID PROPOSAL FORM CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
 CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
 MATERIALS, AND VEGETATIVE WASTE
 BID PROPOSAL FORM (CONTINUED)**

Bidder's Name: _____

		YEAR 1 JAN. 1, 2023 - DEC. 31, 2023	YEAR 2 JAN. 1, 2024 - DEC. 31, 2024	YEAR 3 JAN. 1, 2025 - DEC. 31, 2025	YEAR 4 JAN. 1, 2026 - DEC. 31, 2026	YEAR 5 JAN. 1, 2027 - DEC. 31, 2027
SERVICE LEVEL OPTION	Description	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price
2	Curbside Collection of Recyclable Material per the requirements and specifications described in SECTION 5.3.3 herein	\$	\$	\$	\$	\$
3	Recycling Center Container Service per the requirements and specifications described in SECTION 5.3.4 herein	\$	\$	\$	\$	\$
4	Curbside Collection of Vegetative Waste per the requirements and specifications described in SECTION 5.3.5 herein	\$	\$	\$	\$	\$

BID PROPOSAL FORM CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
 CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
 MATERIALS, AND VEGETATIVE WASTE
 BID PROPOSAL FORM (CONTINUED)**

Bidder's Name: _____

		YEAR 1 JAN. 1, 2023 - DEC. 31, 2023	YEAR 2 JAN. 1, 2024 - DEC. 31, 2024	YEAR 3 JAN. 1, 2025 - DEC. 31, 2025	YEAR 4 JAN. 1, 2026 - DEC. 31, 2026	YEAR 5 JAN. 1, 2027 - DEC. 31, 2027
SERVICE LEVEL OPTION	Description	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price	Lump Sum Price
5.1	Curbside Collection of Bulk Waste per the requirements and specifications described in SECTION 5.3.6.1 herein (price per truck, per pickup)	\$	\$	\$	\$	\$
5.2	Curbside Collection of Bulk Waste CAUSED BY NATURAL DISASTERS per the requirements and specifications described in SECTION 5.3.6.2 herein (price per truck, per pickup)	\$	\$	\$	\$	\$

Signature of Authorized Agent

Date

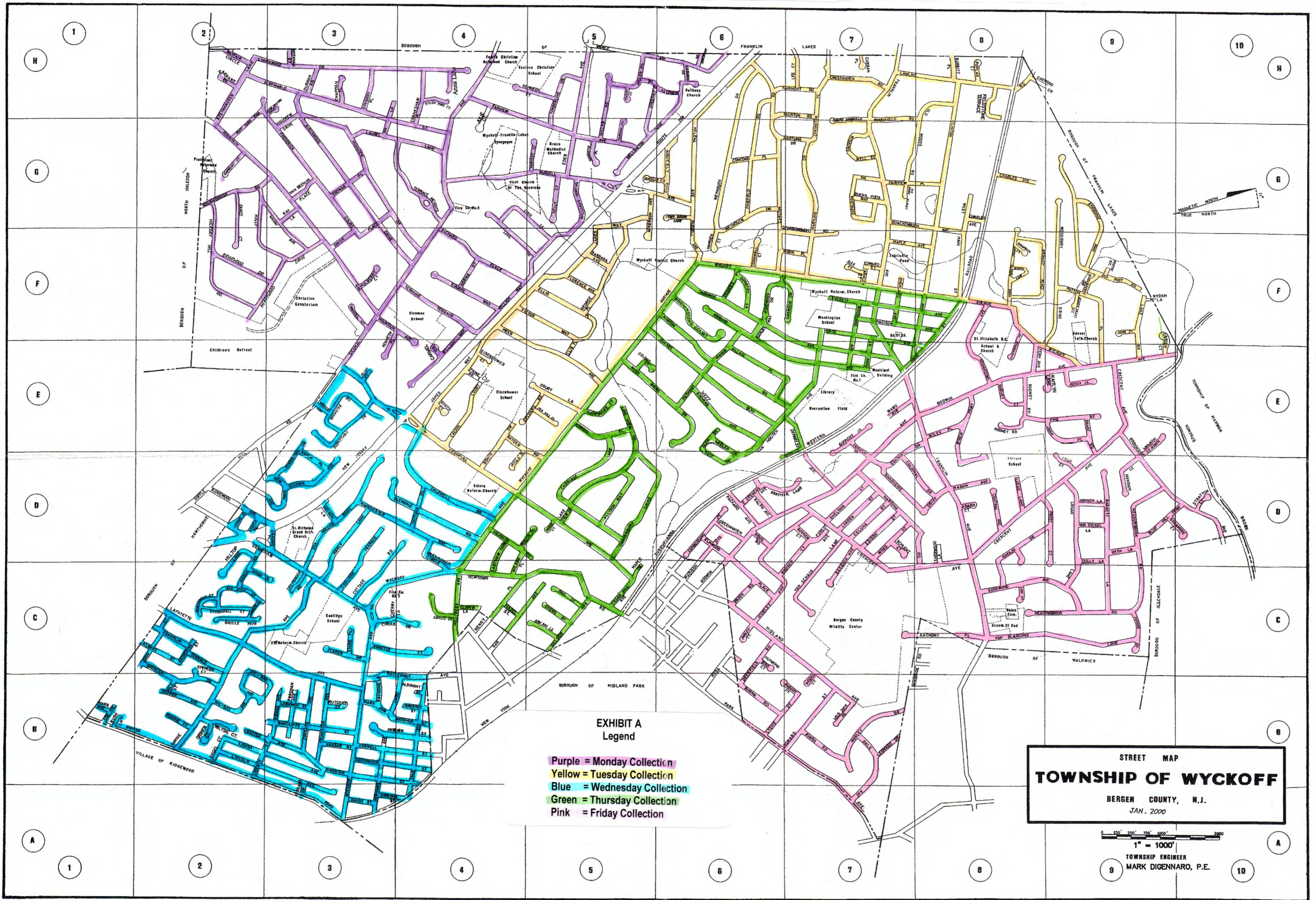
(Corporate Seal)

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
MAP EXHIBIT A**

**ONCE A WEEK CURBSIDE
GARBAGE AND TRASH
COLLECTION DISTRICTS**

ONCE A WEEK CURBSIDE GARBAGE AND TRASH COLLECTION DISTRICTS



**EXHIBIT A
Legend**

- Purple = Monday Collection
- Yellow = Tuesday Collection
- Blue = Wednesday Collection
- Green = Thursday Collection
- Pink = Friday Collection

STREET MAP
TOWNSHIP OF WYCKOFF
BERGEN COUNTY, N.J.
JAN. 2000

0 200' 400' 600' 800' 1000' 2000'
1" = 1000'

TOWNSHIP ENGINEER
MARK DIGENNARO, P.E.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
MAP EXHIBIT B**

**TWICE A WEEK CURBSIDE
GARBAGE AND TRASH
COLLECTION DISTRICTS**

TWICE A WEEK CURBSIDE GARBAGE AND TRASH COLLECTION DISTRICTS

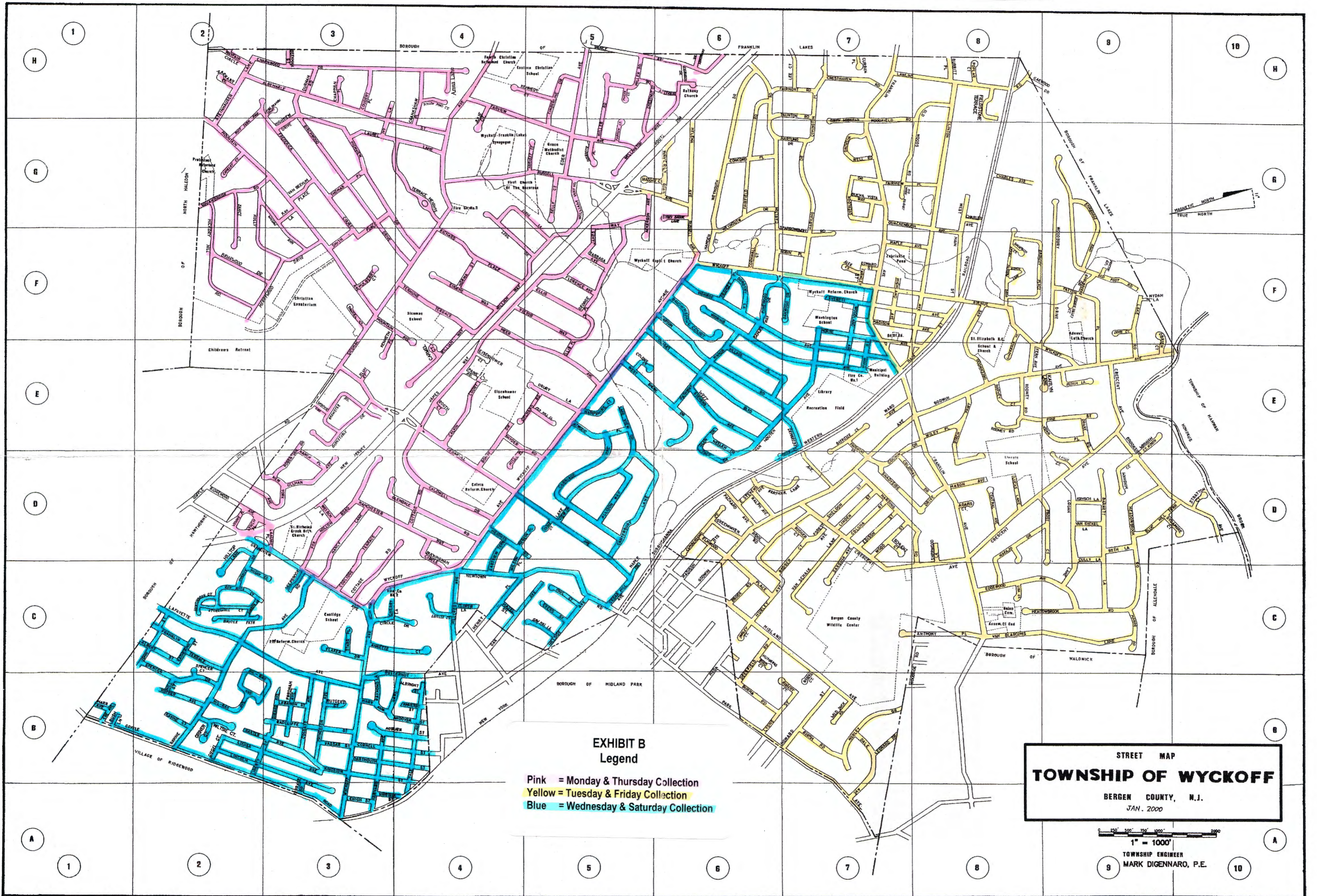


EXHIBIT B
Legend
 Pink = Monday & Thursday Collection
 Yellow = Tuesday & Friday Collection
 Blue = Wednesday & Saturday Collection

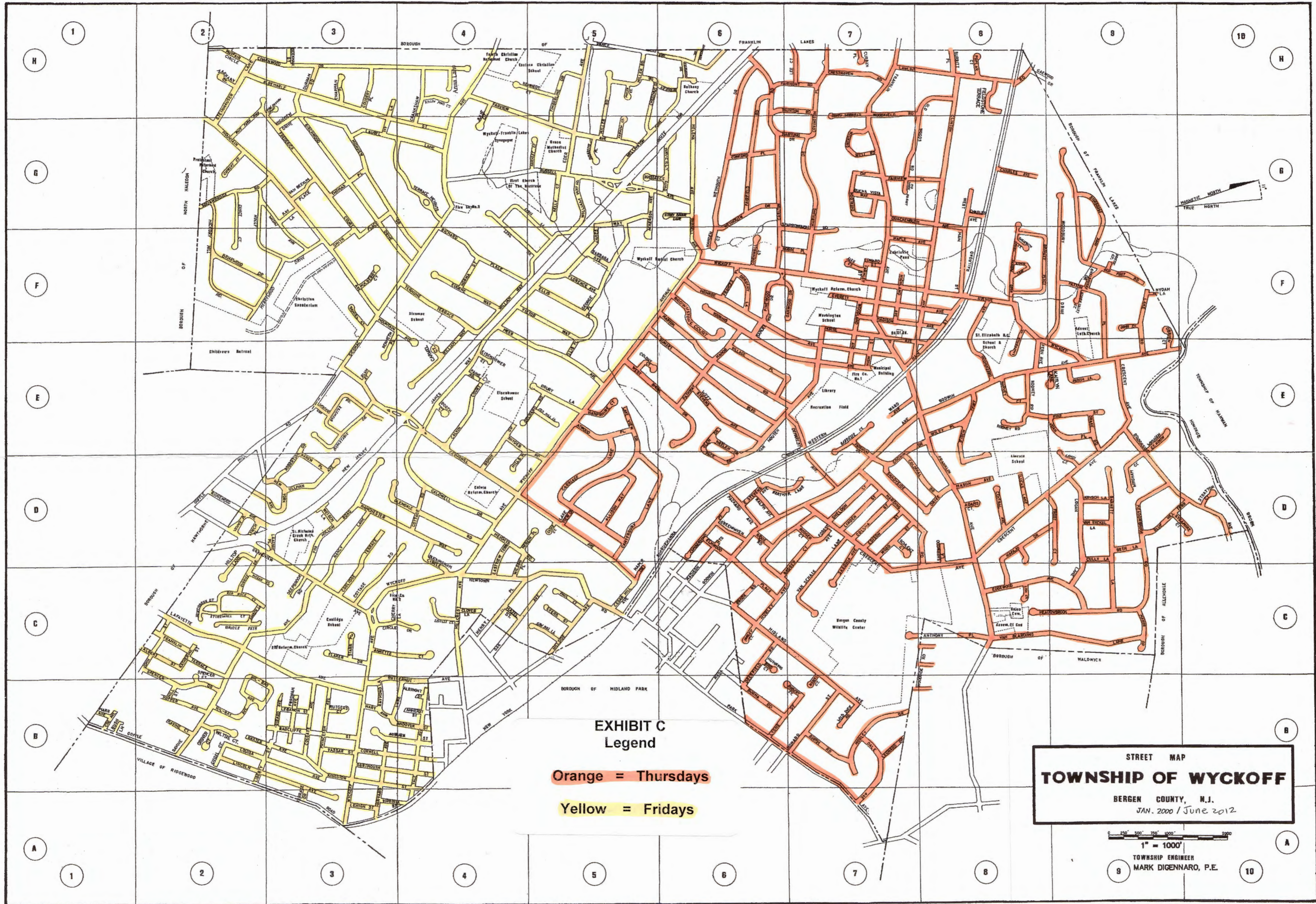
STREET MAP
TOWNSHIP OF WYCKOFF
 BERGEN COUNTY, N.J.
 JAN. 2000
 1" = 1000'
 TOWNSHIP ENGINEER
 MARK DIGENARO, P.E.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
MAP EXHIBIT C

**EVERY OTHER WEEK CURBSIDE
VEGETATIVE WASTE
COLLECTION DISTRICTS**

EVERY OTHER WEEK CURBSIDE VEGETATIVE WASTE COLLECTION DISTRICTS



**EXHIBIT C
Legend**

- Orange = Thursdays
- Yellow = Fridays

STREET MAP
TOWNSHIP OF WYCKOFF
BERGEN COUNTY, N.J.
JAN. 2000 / June 2012

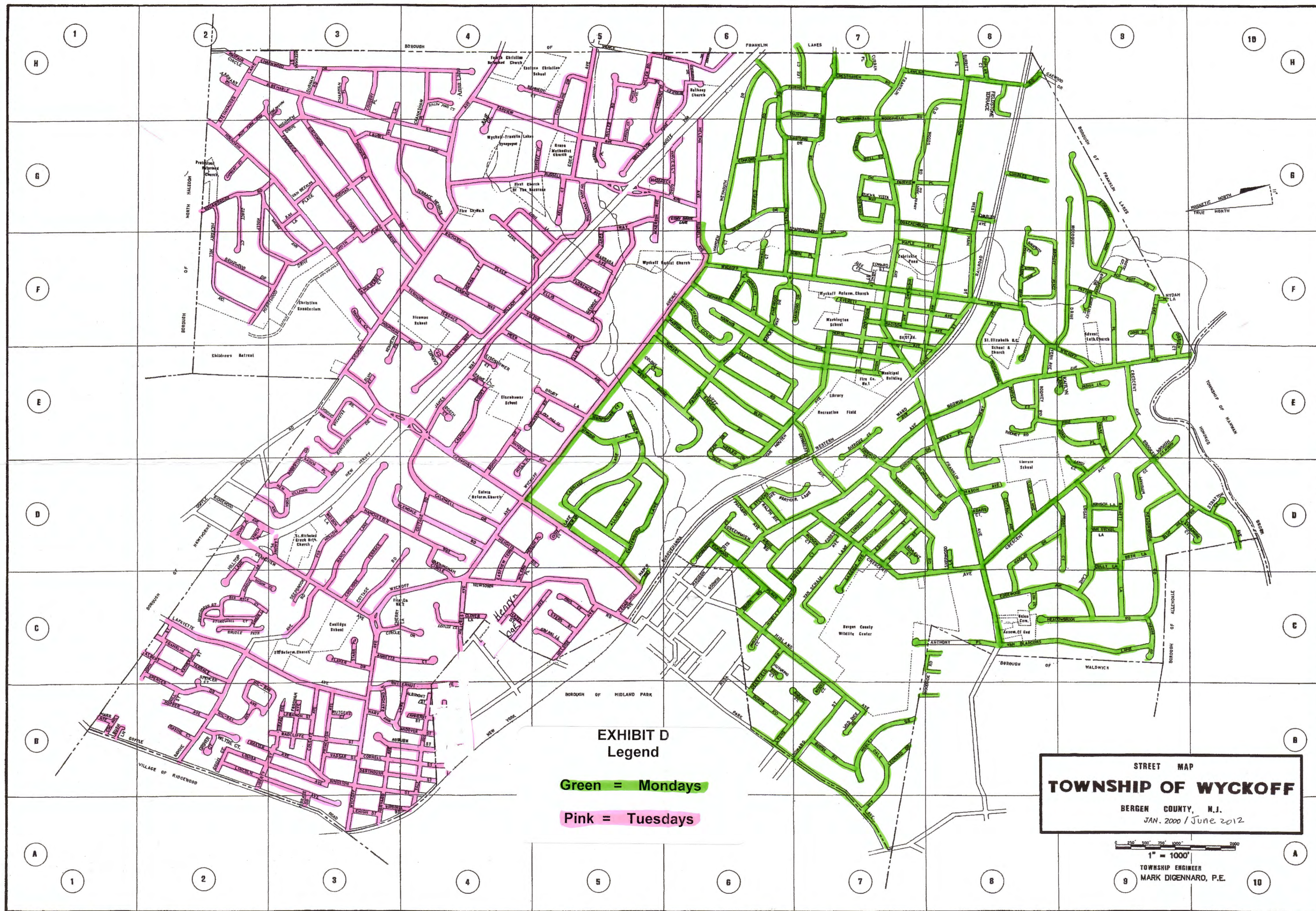
0 250 500 750 1000 2000
1" = 1000'
TOWNSHIP ENGINEER
MARK DIGENNARO, P.E.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
MAP EXHIBIT D**

**EVERY WEEK CURBSIDE
RECYCLING COLLECTION
DISTRICTS**

EVERY WEEK CURBSIDE RECYCLING COLLECTION DISTRICTS



**EXHIBIT D
Legend**

Green = Mondays

Pink = Tuesdays

STREET MAP
TOWNSHIP OF WYCKOFF
BERGEN COUNTY, N.J.
JAN. 2000 / JUNE 2012

0 250' 500' 750' 1000' 2000'
1" = 1000'

TOWNSHIP ENGINEER
MARK DIGENNARO, P.E.

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

**TOWNSHIP OF WYCKOFF
CONTRACT #2022-08 - CURBSIDE COLLECTION OF SOLID WASTE, RECYCLABLE
MATERIALS, AND VEGETATIVE WASTE
EXHIBIT E - MUNICIPAL DATA**

RESIDENTIAL SOURCES:

Single family - number of units	5,122
Condominiums - number of units	389
Apartments - number of units	31
Total number of units	5,542

COMMERCIAL SOURCES

The Township of Wyckoff curbside garbage and trash program allows “Mom & Pop” type commercial establishments whose garbage is limited to the number of garbage and trash produced by a residential home to participate in the municipal curbside collection program. All other commercial and industrial properties (with the exception of houses of worship) must make private arrangements garbage and trash collection.

Mom & Pop Commercial - number of units 50

INSTITUTIONAL SOURCES

Schools make their own private arrangements for garbage and trash collection.

Houses of Worship - number of units 14

MUNICIPAL SOURCES

Municipal buildings - number of units	7
Litter baskets - number of units	0

POPULATION

16,959 persons with an average density of 2,531 persons per square mile.

AREA

6.7 square miles

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

TOTAL ROAD MILES

State	2.5
County	12.7
Local	92.0

Current Solid Waste Collector	Gaeta Recycling
Current Recycling Collector	Gaeta Recycling
Current Vegetative Waste Collector	Gaeta Recycling

LAST YEAR'S CURBSIDE RECYCLING TONNAGE

2021	3,218 tons
------	------------