

TOWNSHIP OF WEEHAWKEN  
SPECIFICATIONS  
FOR  
THE FURNISHING OF RECYCLING COLLECTION AND MARKETING SERVICES



MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086

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SERVICE COMMENCING ON JANUARY 1, 2021

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the ***Township of Weehawken***, State of New Jersey on **Tuesday, December 22, 2020 at 11:00 A.M.**, Local Prevailing Time, by Township of Weehawken, at the Municipal Building, 400 Park Avenue, Weehawken, New Jersey 07086. Bids received after 11:00 A.M. will not be accepted. Note that due to the current pandemic conditions, the bids received will be opened and read via a video conference call. Township of Weehawken has issued this Request for Bids for the following Contract:

### **THE FURNISHING OF RECYCLING COLLECTION AND MARKETING SERVICES**

Bid documents may be examined and obtained **online at [http://www.weehawken-nj.us/public\\_notices.html](http://www.weehawken-nj.us/public_notices.html)** (Public Notices on the Township of Weehawken Website) **or at the Township of Weehawken's Clerk's Office**, 400 Park Avenue, Weehawken, NJ 07086 during regular business hours 9:00 A.M – 4:00 P.M. Please call the Township Clerk's Office at 201-319-6024 before coming into the Municipal Building due to the current state of emergency and limited building access.

**An original and two (2) copies of the bid documents must be submitted to and be received by the Township, via mail or hand delivery, at the time and place stated in the Legal Notice. Said bids shall be addressed to the Township Clerk, Township of Weehawken, 400 Park Avenue, Weehawken, NJ 07086. In light of the current state of emergency, submission via certified mail or overnight delivery to the above address is encouraged.** Bid documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted in response to this Bid Request that are not received by the Township by the time and date specified for receipt will be rejected.

**NO IN-PERSON ATTENDANCE WILL BE ALLOWED. Online viewing of the Bid opening will be available on said date and at said time by joining by computer, tablet or smartphone. The link and information to view via computer, tablet or smartphone will be posted online, at [http://www.weehawken-nj.us/public\\_notices.html](http://www.weehawken-nj.us/public_notices.html) at least 48 hours in advance of the opening time.** If the bidder chooses to provide an email address at the time of their bid package submission, a courtesy email with the electronic viewing information will also be sent to that email address. There will be no public comments or questions at the bid opening.

A Pre-Bid Meeting will be held on Thursday, December 17, 2020 at 2:00 P.M. to allow Bidders the opportunity to ask questions of the Township. The Pre-Bid meeting will be held virtually from the Weehawken Municipal Building, 400 Park Avenue, Weehawken, NJ 07086. Although not a mandatory meeting, prospective bidders are strongly encouraged to attend this meeting.

***NOTE: Due to the current state of emergency, and the issues related to the COVID - 19 Pandemic, the Pre-Bid Meeting will take place virtually either through a web based or telephone - based conference.***

## 1. INSTRUCTIONS TO BIDDERS

### 1.1 THE BID

The Township of Weehawken is soliciting bid proposals from companies interested in providing recycling collection and marketing services throughout the borders of the Township. This bid is for a period of three (3) years with two one (1) year renewal (s) that may be awarded solely at the Township's discretion, to commence on January 1, 2021 and end on December 31, 2024, 2025 or 2026, in accordance with the terms of these bid specifications and N.J.S.A. 40A: 11-1 et seq and any amendments thereto. [

### 1.2 CHANGES TO THE BID SPECIFICATIONS

- A. There will be a Pre-Bid meeting for all interested bidders at 2:00 PM on Thursday, December 17, 2020 in the **MUNICIPAL BUILDING 400 PARK AVENUE WEEHAWKEN, NJ 07086**. All Bidders are strongly encouraged to attend.
  - a. **NOTE: Due to the current state of emergency, and the issues related to the COVID - 19 Pandemic, the Pre-Bid Meeting may take place virtually either through a web based or telephone - based conference. The link and information to view via computer will be posted on [http://www.weehawken-nj.us/public\\_notices.html](http://www.weehawken-nj.us/public_notices.html) (Public Notices on the Township of Weehawken Website) at least 48 hours in advance of the pre-conference date. If you wish to provide the Town Clerk with your email address, a courtesy email with the electronic viewing information will also be sent to that email address.**
- B. Notice of revisions or addenda to the advertisements or bid documents relating to bids will, no later than five (5) days, Saturdays, Sundays and Holidays excepted, prior to the date for acceptance of bids, be published in the Jersey Journal.

### 1.3 BID OPENING

- A. All bid proposals will be publicly opened and read by the Township Clerk or his Designee at 11:00 AM Prevailing Local time in the Municipal Building, Township of Weehawken, 400 Park Avenue, Weehawken NJ 07086 on Tuesday December 22, 2020 Bids must be delivered by hand or by mail to the Township Manager, Municipal Building, Township of Weehawken, 400 Park Avenue, Weehawken NJ, 07087, no later than 11:00 AM on this date. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

- B.** In-person attendance at the Bid Opening at the above date and time will be limited by state restrictions on gatherings under then current Governor's Executive Orders. **Online viewing of the proposal opening will be available on said date and at said time by joining by computer. The link and information to view via computer will be posted on [http://www.weehawken-nj.us/public\\_notices.html](http://www.weehawken-nj.us/public_notices.html) (Weehawken website) at least 48 hours in advance of the opening date.** If the bidder chooses to provide an email address at the time of their bid package submission, a courtesy email with the electronic viewing information will also be sent to that email address. There will be no public comments or questions at the bid opening.

#### **1.4 DOCUMENTS TO BE SUBMITTED**

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

- 1.** Acknowledgement of Receipt of Addenda
- 2.** Statement of bidder's qualifications and experience;
- 3.** A bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Township of Weehawken.
- 4.** Statement of Ownership Disclosure;
- 5.** Non-collusion affidavit;
- 6.** Consent of surety
- 7.** Certificate of Insurance
- 8.** Affirmative Action Requirements and Affidavit
- 9.** Recycling Market Affidavit
- 10.** Vehicle Dedication Affidavit
- 11.** Disclosure of Political Contributions
- 12.** Disclosure of Investments in Iran
- 13.** Americans with Disabilities Requirements and Affidavit
- 14.** Business Registration Certificate of Public Contractors Law P.L. 2004, c.57
- 15.** Proposal Forms

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

## 2. Definitions

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

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

"Bid specifications" means all the documents requesting bid proposals for municipal recycling collection and marketing services as described herein.

"Carts" mean containers not exceeding 96 gallons in size and conform to the ANSI standard for wheeled carts.

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

"Collection site" means the location of solid waste or recycling containers on collection day.

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

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

"Commingled Recyclable" means those materials other than Fiber that are designated as recyclable materials under the terms of the Weehawken Municipal Recycling Ordinance and any amendments thereto that are placed in a single container but separated from solid waste.

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

"Contamination Surcharge" means an assessment on each ton of contamination found in delivered recyclable materials when said contamination levels exceed the standards as set forth in this bid.

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

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

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

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

"Contractor" or "subcontractor" means a contractor or subcontractor who

employs less than 1,000 employees in the State of New Jersey for the purposes of P.L.2009, Chapter 88, N.J.S.A. 34:11-68 as it applies herein.

"Designated collected recyclable material" means those materials outlined as per the Township of Weehawken Code and any amendments thereto.

"Dual Stream" means a method of collecting recyclable materials that keeps fiber separate from co-mingled materials.

"Fiber" means all paper products listed as designated recyclables including- Newspaper, defined as number 6 news; Mixed paper including magazines, junk mail, school paper, computer paper, catalogs, non-metallic wrapping paper and books with hard covers removed; Cardboard and Corrugated paper including chipboard.

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

"Guarantor" means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful bidder of each of the bidders obligations under the terms of this bid. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications.

"Hazardous Waste" means any material or substance that, by reason of its composition or characteristics, is either, (i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C.A. 6901 et.seq. as replaced, amended, or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder, or (ii) special nuclear or by product materials within the Atomic Energy Act or effect, and such rules or regulations promulgated thereunder; or (b) other materials which the NJDEP or the USEPA or any Governmental body shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for disposal at the selected facility.

"Legal newspaper" means the Jersey Journal.

"Liquidated damages" means those damages assessed by the Township against the Contractor as specified in the Bid Proposal and Contract.

"Non-fiber Materials" means those materials other than fiber including but not limited to Aluminum beverage cans, steel food cans, plastic bottles coded #1-#7, glass beverage containers, and other non-fiber materials as listed in the Municipal Recycling Ordinance for the Township of Weehawken.

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

"Public body" means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions as it applies to N.J.S.A. 34:11-68 and how it applies herein.

"Recycling Containers" means containers or carts for mixed paper and commingled recyclables as described herein that do not exceed 32 gallons for containers and 96 gallons for carts.

"Recyclable material" means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the

economic mainstream in the form of raw materials or products as described within the Recycling Ordinance for the Township of Weehawken.

"Service area" means all dwellings and other properties where the Township of Weehawken as noted within these specifications provides solid waste collection service.

"Single Stream" means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials and sorted at a facility able to process such material.

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

### **3. BID SUBMISSION REQUIREMENTS**

#### **3.1 BID PROPOSAL**

**A.** Each document on the Bid Proposal must be properly completed in accordance with these bid specifications and N.J.A.C. 7:26H-6.5 as applicable. No Bidder shall submit the requested information on any form other than those provided in these specifications.

**B.** Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Bidder and the name of the Bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Township of Weehawken in the advertisement for bids.

**C.** Each Bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
  - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

**D.** Any Bid Proposal that does not comply with the requirements of the Bid Specifications shall be rejected as non-responsive.

#### **3.2 BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Weehawken 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. In the event that a 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 Weehawken.

#### **3.3 EXCEPTIONS TO THE BID SPECIFICATIONS**

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



### **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 Township of Weehawken.

### **3.5 COMPLIANCE**

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

### **3.6 CONFLICT OF INTEREST AND NON-COLLUSION**

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

**A.** The bidder has not entered into any agreement or participated in any collusion with any person, corporate entity or government entity, or competitive bidding either alone or with any person, corporate entity or government entity in connection with the above - named project;

**B.** All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

**C.** No person or business is employed to solicit or secure the contract in exchange for commission, percentage brokerage agreement or contingency fee unless such person has been disclosed to the Township of Weehawken.

### **3.7 NO ASSIGNMENT OF BID**

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

## 4. AWARD OF CONTRACT

### 4.1 GENERALLY

A. The Township of Weehawken shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for such longer period as may be agreed. All bidders will be notified of the Township of Weehawken's decision, in writing, by certified mail.

C. The contract will be awarded to the bidder whose aggregate bid price for the selected service option is the lowest responsible bid as determined by the application of the following formula.

a. Cost of Collection Plus the Results of the Market Pricing Formula:

i. **Market Pricing Formula:**

The Township is aware that recycling markets are highly volatile and that pricing will need to be adjusted over the life of the contract. Accordingly, the following formula has been developed to fairly allocate the risks associated with changing recyclable material markets **for those items collected from the Township.**

**ALL BIDDERS WILL BE BOUND THE TERMS OF THIS FORMULA EQUALLY.**

The Market Pricing Formula shall consist of component parts. This Formula shall be used in the evaluation process:

**Gross Market Price**

Proposers shall submit a Gross Market Price (Whether positive or negative) that is in effect at the time of the bid submission. This price is expected to change during the course of the contract in direct proportion to the market index utilized.

**Fixed Fee Processing Cost:**

The cost of processing the recyclable materials when delivered to a market.

**Net Market Price:**

The net value of those recyclable materials delivered to the Market after adjusting the Gross Market Price with the Fixed Fee Processing Cost.

**Percentage Allocation:**

The percentage of the Net Market Price shared by the Proposer and the Township.

**Final Market Share:**

The result of applying the percentage for market sharing submitted by the Proposer.

**Market Formula:**

Gross Market Price – Fixed Fee Processing Cost = Net Market Price

**EXAMPLE #1:**

\$50/ton                      - \$75/ton                      = \$-25/  
Gross Market Price      Fixed Fee Processing Cost = Net Market Price

**Percentage Allocation:**

50% Town/50% Proposer

**Final Market Share:**

.5                              x -\$-25/ton                      = \$-12.50/ton to Township  
Percentage Allocation      Net Market Price      = Final Market Share

C. The Township of Weehawken reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Weehawken rejects all bids, the Township of Weehawken shall publish a notice of rebid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

**4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT**

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

**4.3 RESPONSIBLE BIDDER**

The Township of Weehawken shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A: 11-6.1. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

**4.4 PERFORMANCE BOND**

A. For the duration of the contract award, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of

the annual value of the contract. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract to the Township Clerk at the address indicated in the advertisement. The performance bond for each succeeding year shall be delivered to the Township Weehawken with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

**B. Failure to deliver a performance bond for any year of a multiyear, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township of Weehawken to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township of Weehawken in rebidding the contract including any increase in the contract amount.**

C. Failure to deliver the performance bond at the time and place specified by the Township of Weehawken shall be cause for the assessment of damages in an amount equal to the amount of the bid guarantee.

#### **4.5 AFFIRMATIVE ACTION REQUIREMENTS**

- A. If awarded a contract; the successful Respondent will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Within seven days after receipt of notification by the township intent to award the Contract the **successful Respondent** must submit to the Township of Weehawken, one of the following three (3) documents:

1. A photocopy of a **valid letter** identifying that the contractor is operating under an existing federally approved or sanctioned affirmative action program, OR
2. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Failure to submit the affirmative action document by the fourteenth day shall be cause for the Township to declare the Contractor to be non-responsive and to award the contract to the next lowest Respondent.

#### **4.6 VEHICLE DEDICATION AFFIDAVIT**

**A.** The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Township of Weehawken will receive credit for its proportional share of any recyclables contained in the collection vehicle and shall be given credit based on its share of recyclables at the time such material is marketed.

**B.** In the event that the Contractor violates the terms of the vehicle dedication affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Township of Weehawken to terminate the contract or to assess damages in accordance with the Liquidated Damages Provisions outlined herein.

#### **4.7 RECYCLING MARKETS AFFIDAVIT**

**A.** The Contractor shall execute and submit at the time and place specified in the award notice a Recycling Markets Affidavit which at a minimum shall attest that at all times during the performance of the collection contract, they agree to commit, and have secured sufficient market capacity for the Marketing of all Recyclable materials being collected and marketed for the Township of Weehawken.

**B.** In the event that the Contractor violates the terms of the Recycling Markets Affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Township of Weehawken to terminate the contract or to assess damages in accordance with the Liquidated Damages Provisions outlined herein.

#### **4.8 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. 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 Township of Weehawken may not award a contract until all tabulations are complete.

## 5. WORK SPECIFICATIONS

### 5.1 GENERAL

**A.** The Contractor shall provide service for the bid awarded by the Township of Weehawken. The Township of Weehawken shall select a successful bidder for the contract period and will award the contract for a period of three (3) years with two (2) one (1) year renewal options. The Township shall retain the unilateral right to award each option year.

**B.** Prospective bidders are advised to review the information provided in **Attachment 1** that outlines tonnages and Township demographic data. The Township of Weehawken provides this information in order to assist the prospective bidders and, although the Township has made reasonable efforts to provide accurate information, the accuracy of this information is not guaranteed.

**C.** The Contractor shall provide collection, removal and marketing of Recyclable Materials from within the territorial and geographical boundaries of the Township of Weehawken.

### 5.2 SERVICE SPECIFICATIONS

The Contractor shall provide collection, removal and marketing of recyclable materials to an approved market from within the territorial and geographical boundaries of the Township of Weehawken as described [in the Weehawken Recycling Schedule which can be found at: http://www.weehawken-nj.us/recycling.html](http://www.weehawken-nj.us/recycling.html)

**a.** The Contractor shall provide recycling collection services for the entire service area within the Township on a one (1) time per week basis in accordance with the collection schedule contained herein.

**b.** The Contractor shall provide for the collection and transportation to approved markets, of all recyclable materials as provided for in the Township of Weehawken Recycling Ordinance and any amendments thereto. This ordinance requires that residents recycle the following items including but not limited to:

- Newspapers
- Cardboard
- High-grade paper
- Cereal boxes
- Junk mail and catalogs
- Telephone books
- Glass bottles and jars
- Aluminum and tin plate cans
- Plastic containers (including liquid and food containers with the recycling codes 1 or 2 or 3).

### **5.3 OPTION #1: RECYCLING COLLECTION AND MARKETING OF SINGLE STREAM RECYCLING:**

**(1)** The Township currently requires that residents place recyclables at the curb in a dual stream manner. Under Option #1, the Contractor may provide for **Single Stream** recycling collection of these material and bring them to a facility for processing and marketing of the collected designated recyclable materials as indicated herein.

**a.** The Contractor shall be responsible for the collection of all recyclable material without limit under this service option.

**b.** Where service is provided to schools and multi-family residences as identified herein, the Contractor shall provide for single stream recycling in a manner consistent with the design of those facilities.

**c.** The Contractor shall provide the location(s) that is being proposed for the receipt of any recyclable materials collection under this service option and the Township of Weehawken shall have the right to approve any market or Intermediate Processing Facility (IPF) or Materials Recovery Facility (MRF) being proposed.

### **5.4 OPTION #2: RECYCLING COLLECTION AND MARKETING OF DUAL STREAM RECYCLING:**

**(1)** The Township currently requires that residents place recyclables at the curb in a dual stream manner. Under Option #2, the Contractor must provide for Dual Stream recycling collection of these material and bring them to a facility for processing and marketing of the collected designated recyclable materials as indicated herein.

**a.** The Contractor shall be responsible for the collection of all recyclable material without limit under this service option.

**b.** Where service is provided to schools and multi-family residences as identified herein, the Contractor shall provide for single stream recycling in a manner consistent with the design of those facilities.

**c.** The Contractor shall provide the location(s) that is being proposed for the receipt of any recyclable materials collection under this service option and the Township of Weehawken shall have the right to approve any market or Intermediate Processing Facility (IPF) or Materials Recovery Facility (MRF) being proposed.

### **5.5 CONTAINERS AND CONDITIONS OF COLLECTION**

**A.** The Contractor shall clean up any spillage or overflow which occurs from any container or receptacle serviced by the Contractor.

**1.** The Contractor will be provided with safe and reasonable access to waste containers.

2. The Contractor is not required to render service if the presence of any interference prevents access to recycling containers and/or poses a threat to the Contractor or the Contractor's employees or agents.

B. If the Contractor is unable to pick up designated recyclables in accordance with the collection schedule due to a violation of the above conditions, the Township of Weehawken shall not hold the Contractor responsible. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, once the problem that prevented pick - up is rectified.

## 5.6 ACCEPTABLE MATERIALS

- A. The Township will regularly provide recyclable materials that contain no more than ten (10) percent outthrows for fiber as defined within the most recent ISRI Scrap Circular, or ten (10) percent contamination for commingled materials as defined within the most recent ISRI Scrap Circular.
- B. The Township understands that recyclables are commodities that must meet minimum quality standards. The Township will work with the successful Bidder to ensure that recyclable material delivered to the recycling facility meets the necessary standards as outlined herein. Accordingly, the Township is asking that bidders responding to this bid submit a Contamination Surcharge amount to better allocate the risk associated with contaminated recyclable materials. However, all bidders are advised that no Township can change behavior instantly. Accordingly, the following procedure will govern the application of the Contamination Surcharge as outlined within this bid.
- C. Prior to the assessment of any Contamination Surcharge, the Contractor shall comply with the following procedures:
  - 1. The Contractor shall notify the Township within twenty-four (24) hours of contamination being received in writing via electronic mail. The notification shall include:
    - 1. The date and time that the load was delivered.
    - 2. The truck number that delivered the load.
    - 3. A written description of the contamination with an estimated percentage of contamination.
      - a. A description of the methodology used to determine the percentage of contamination present.
    - 4. A photographic record consisting of a minimum of five (5) photographs of the load identifying the contamination. Photographs shall include:
      - a. A photograph of the truck delivering the load with an overview of the entire load.



- b. Closeups of contamination in context with surrounding materials.
2. The Township shall be provided with a period of fifteen (15) weekdays to correct the contamination issue from the date of notification. This equates to three collection cycles for a particular collection zone.
    1. Within this period, the Township may inspect each load being delivered to verify compliance as the load is delivered.
  3. If, after the fifteen (15) day period, the next load delivered to the Contractor exceeds the contamination outlined herein, the Contractor may assess the Contamination Surcharge on each ton of Contamination delivered based on the following formula retroactively to the first load delivered to the Contractor.

Contamination Surcharge Calculation:  
 Tare Weight of Vehicle First Load = X tons  
 Documented Contamination Level in percent = Y  
 Assessed Contamination Surcharge = Contamination Surcharge Amount x (X) x (Y) x 50%.

Sample Calculation:  
 Contamination Surcharge = \$75/ton.  
 Tare Weight (X) = 6 tons  
 Documented Contamination Level (Y) = 12%  
 Assessed Contamination Surcharge = \$75 x 6 tons x .12 x 50% = \$27.00

If Contamination in four (4) additional loads remains constant, then Contamination Surcharge assessed will equal: \$27 + \$27 + \$27 + \$27 + \$27 = \$135.00

4. Should any loads be delivered after the limits outlined above that exceed the contamination levels outlined herein then the Contractor may assess 100% of the contamination surcharge calculated with the above referenced notification procedure and formula.

**5.7.MOISTURE CONTENT OF FIBER:**

- A. Industry standards allow for up to 12% moisture. New Jersey has an average of 117 days of rain each year where precipitation exceeds .01 inches or greater. The Township understands that moisture content is an issue. The Town is willing to consider some level of shared risk for excess moisture on fiber.
- B. The Bidder shall submit a risk sharing formula for excess moisture (Percentage of risk assigned to each party). The risk sharing formula shall be implemented in accordance with the following procedures.
- C. Procedure for Allocating Moisture Risk:

- The Contractor shall notify the Township within twenty - four (24) hours of a load of paper for which a moisture claim is being made in writing via electronic mail. The notification shall include:
  - The date and time that the load was delivered.
  - The truck number that delivered the load.
  - A copy of the weather report for the date in question.
  - A photograph of the moisture readings made with a calibrated moisture meter (EmcoAP500Moisture Meter or Equivalent).
    - No fewer than three (3) moisture readings shall be submitted with readings from the middle of the pile, the middle of the front of the pile and the middle of the back of the pile.
      - All readings shall be reported and the average of the three readings shall also be reported.
      - Surface readings will not be accepted.
  - A photographic record consisting of a minimum of five (5) photographs of the load documenting the moisture shall be provided. Photographs shall include:
    - A photograph of the truck delivering the load with an overview of the entire load.
    - Closeups of fiber.

Moisture Surcharge based on the following formula on each load delivered to the Contractor.

Moisture Surcharge Calculation:  
 Tare Weight of Vehicle First Load = X tons  
 Moisture Surcharge in dollars = Y  
 Assessed Moisture Surcharge = (X) x (Y).

Sample Calculation:  
 Presumes moisture readings in excess of 12%  
 Tare Weight (X) = 6 tons  
 Moisture Surcharge = \$75/ton.  
 Assessed Moisture Surcharge = 6 tons x \$75 = \$450.00

## 5.8 COLLECTION SCHEDULE FOR RECYCLING COLLECTION AND MARKETING:

A. There shall be no changes permitted in the collection schedule as outlined in these bid specifications.

Except as noted herein, all recycling collection services, as described in these specifications, shall be performed on all designated week days; according to the following schedule and times:

Collection Days	Pickup Zone	
Wednesday	Palisade Ave	- 22nd Street to 31st Street
	Zerman Place	- Dead End
	Lincoln Place	- Dead End
	Oak Street	- East to Gregory Ave. –From Gregory to
	end (Dead End)	
	Jane Street	- From Hudson to end (Dead End)
	Hackensack Plank Rd-	Palisade Ave. to Gregory Ave
	Hudson Ave.	- High Point Ave to Hackensack Plank
	Road	
	Pleasant Avenue	- Hackensack Plank Road to 31st St.
	Gregory Avenue	- 20th Street to Tunnel Cut
	High Point Avenue	- Gregory Avenue to Palisade Avenue
	Oak Street	- Palisade Avenue to Gregory Ave.
	Shippen Street	- Palisade Avenue to Gregory
Avenue		
Dodd Street	- Palisade Ave to Hudson Ave Dead End	
Jane Street	- Hudson Avenue to Palisade Avenue	
Angelique Street	- Palisade Avenue to Hudson Avenue	
Maple Street	- Palisade Avenue to Ridgely Street	
	- Lower portion is Dead End	
Harbor Blvd.	- all	
Thursday	Park Avenue	- 42nd St. to 51st Street
	East Boulevard	- 51st Street to Eldorado Blvd.
	Fulton Street	- Park Avenue to East Boulevard
	Cooper Place	- Park Avenue to Louise Place
	46th Street	- East Boulevard to Park Avenue
	47th Street	- Park Avenue to East Avenue
	48th Street	- East Avenue to Park Avenue
	49th Street	- Park Avenue to East Boulevard
	50th Street	- East Boulevard to Park Avenue
	51st Street	- Park Avenue to East Boulevard
	Eldorado Place	- East Boulevard to Highwood Terrace
Liberty Place	- East Boulevard to Highwood Terrace	

Clifton Terrace	- Park Avenue to East Boulevard
Columbia Terrace	- Park Avenue to East Boulevard
Potter Place	- Fulton Street to Liberty Place
Pershing Road	- East Boulevard to Bottom of Road

**Collection Days**

**Pickup Zone**

Friday

Park Avenue	- 38th Street to 18th Street
Willow Avenue	- 18th Street to 19th Street
Hackensack Plank Rd.	- 18th Street to Gregory Avenue
West 19th Street	- all
Chestnut Street	- all
Grand Street	- all
Clinton Street	- all
Hauxhurst Avenue	- Marginal Highway to Highwood Ter.
Sterling Avenue	- Marginal Highway to Jefferson St. (Dead End)
East Boulevard	- Hudson Pl. to Park Ave.- Lowner UC
Bonn Place	- Kingswood Road to Highwood Terrace
Burr Place	- Dead End
King Avenue	- Highwood Terrace to Bellvue Street
Kingwood Road	- Dead End
Hamilton Avenue	- King Avenue to East Boulevard
Highwood Terrace	- all
Hudson Place	- all
Duer	- all
Parkview	- all (Dead End)
Nesbit	- all (Dead End)
Edgar	- Dead End
Liberty Place	- Highwood Avenue to Park Avenue
Carrol Place	- all (Dead End)
Gravert Place	- all (Dead End)
Regency Place/ Carlyle	- all

**(1)** Recycling Collections shall begin no earlier than 4:00 A.M.; all collections shall be completed no later than 8:00 A.M.

**(2) School Recycling:**

**School Name Address  
Type Collection Day**

**Pickup Location Container**

Webster School Palisade Ave.& Angelique Wednesday	Curbside	Carts
--	----------	-------

Weehawken H.S.      Liberty, Eldorado Place & Highwood      Curbside      Carts  
 Friday

Roosevelt School      Cooper & 46th St.      Curbside      Carts  
 Thursday

**a.** Schools shall be collected throughout the year between the hours of 4:00 a.m. and 6:30 A.M.

**b.** Schools currently separate all recyclable materials into a dual stream program. Contractor is advised accordingly.

**(3) Condominium Complexes/Senior Housing:**

<b><u>Location</u></b>	<b><u>Collection Method</u></b>	<b><u>Collection Day</u></b>
Gregory Commons	Carts	Wednesday
Bella Vista/ Robert Reiner	Carts	Wednesday
525 Gregory Ave Snr Complex	Carts	Wednesday
Riva Point -100 Harbor Blvd	Carts	<a href="#">Wednesday</a>
The Brownstones Regency Place	Carts	Friday

**5.9 VEHICLES AND EQUIPMENT**

**A.** Each bidder shall submit with his proposal, a description of all equipment to be used in the performance of the proposed contract.

**B.** All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. In addition, all vehicles shall be designed to meet the ANSI (Association of National Standards Institute) Z245.1 safety standards or the latest version thereof.

**C.** All recycling collection vehicles shall be completely enclosed and shall be designed so as to prevent spillage of recyclables and shall be designed in such a manner so as to not interfere with the marketability of recyclable materials that are collected.

**D.** All vehicles shall be equipped with two-way radios or cellular telephones and shall be able to communicate with the Contractor's garage.

**E.** All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. Finally, all vehicles shall enter the Township of Weehawken devoid of any material from

other sources. The Contract Administrator or his designee shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom and shovel.

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

### **5.10 NAME ON VEHICLES**

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

### **5.11 TELEPHONE FACILITIES AND EQUIPMENT**

**A.** The Contractor must provide and maintain a telephone and fax service to receive customer complaints or inquiries from the Contract Administrator or his designee. The Contractor shall ensure that the phone service is activated prior to the commencement of service. Such service shall not result in toll charges to the Township or its residents.

**B.** Telephone service shall be maintained on all collection days, between the hours of 8:00 AM and 2:00 PM.

### **5.12 FAILURE TO COLLECT & FAILURE TO PERFORM**

**A.** The Contractor shall report to the Contract Administrator or his Designee, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude recycling collection. In the event of severe weather, the Contractor shall collect recycling no later than the next day, including Saturday.

**B.** Failure to perform services shall be determined if the Contractor

1. Makes a general assignment for the benefit of his creditors,
2. If a receiver should be appointed on account of the Contractor's insolvency
3. if the Contractor should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules of collections
4. If the Contractor should fail to make prompt payment for material or labor or otherwise be guilty of substantial violation of any provision of the

Contract,

5. Failure to market materials for the purpose of recycling as outlined in this Proposal.
6. Failure to remove designated recyclable materials in a timely manner as outlined within this Proposal.
7. Failure to comply with all conditions of any and all laws of Township of Weehawken, the State of New Jersey and the New Jersey Department of Environmental Protection.
8. Failure to pay Township of Weehawken in accordance with the payment terms outlined within this Proposal.
9. Any breach of any provision of this agreement.

Then the Township, may, without prejudice to any other right or remedy, terminate the Contract and at its discretion, relet the same.

### **5.13 Assignment of Contract**

1. All parties understand that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, 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 Proposal/contract.
2. 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 Township.

### **5.14 COMPLAINTS**

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

**B.** The Contractor shall maintain a copy of all complaints received and the action taken to correct these complaints for inspection upon demand by the Township of Weehawken.

**C.** Should the Contractor's employees or agents destroy or damage metal or plastic recycling containers belonging to the Residents of Weehawken, or containers

belonging to the Township of Weehawken as a result of rough handling, the Contractor agrees to replace the receptacles with those approved by the Township.

**D.** The Contract Administrator or his designee shall make the final determination in all such complaints.

#### **5.15 SOLICITATION or ACCEPTANCE OF GRATUITIES**

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

#### **5.16 INVOICES, PAYMENT PROCEDURES & LIQUIDATED DAMAGES**

**A.** The Contractor shall submit all invoices for recycling collection and marketing service, in accordance with the requirements of this section.

##### **(1) General Requirements:**

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

**b.** The Township of Weehawken shall pay all invoices within 30 days of receipt. The Township of Weehawken will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of Weehawken shall have 30 days from the date of receipt of the corrected invoice to make payment.

**c.** Invoices shall specify at a minimum:

1. The amount of the invoice;
2. The specific type of the recyclable material as appropriate;
3. The truck license plate number and truck number;
4. The total quantity and weight of the recyclable material as appropriate;
5. Copies of all weight tickets and receipts;
6. The date of each load of material recycled as appropriate.

**B. LIQUIDATED DAMAGES** The parties acknowledge that in the event of a default in performance by the Contractor, it is foreseeable that the Township will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event



the Contractor fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Contractor shall be liable for, and the Township may deduct from any amount then due to the Contractor, the below listed sums as Liquidated Damages.

The provisions herein contained for liquidated and agreed upon damages, or agreed upon minimum damages, as the case may be, are a bona fide provision for such and are not a penalty. These provisions have been incorporated as a provision beneficial to both parties, as a valid estimate of the damages, or minimum damages, as the case may be, which will otherwise flow on account of any such default by the Contractor. The Contractor agrees that, if awarded this Contract, it will not file any action against the Township seeking the return of any portion of the liquidated damages amount pursuant to the Contract or seeking any reduction in the amount of liquidated and agreed upon damages.

1. If the Contractor does not clean up spillage within one half hour (1/2) of being notified, the work may be performed by Township employees, or a designated Contractor. In such event, the amount of damages shall be the actual and total contract cost, if an outside Contractor must be employed. If Township employees perform the cleanup, damages shall be due from the Contractor in the amount of the actual cost of the municipal labor and equipment used. The parties agree that the minimum cost to reassign Township employees to such cleanup duties is one hundred dollars (\$100.00)
2. In the event that the Contractor should commingle solid waste with recyclable material, in any load, the Contractor shall be assessed Damages equal to the cost of the tonnage of material outside the scope of these specifications, plus the actual cost of all necessary inspections. Each truckload shall be a separate event. The parties agree that the minimum damage assessed for each infraction of this provision is two thousand dollars (\$2000.00)
3. For each verified failure on the part of the Contractor to collect recycling in accordance with these specifications, the Contractor agrees to pay liquidated damages in the amount of \$200.00. Each day and each location shall be considered a separate event for the purpose of this provision.
4. If the Contractor fails to make such collections after twenty four (24) hours notice of each complaint by telephone, by fax, by letter or in person, the Contractor shall pay an additional one hundred dollars (\$100.00) in liquidated damages for each twenty four (24) hours during which said failure should occur. Each day and each residence shall be considered a separate event for the purposed of this provision.

- 5.** In the event that the Contractor(s) should fail to make any collections after twenty-four- (24) hours notice of each complaint by telephone, by fax, by letter or in person, the Contractor(s) shall pay an additional one hundred dollars (\$100.00) in liquidated damages for each twenty four (24) hours during which the said failure shall occur. Each residential, commercial, industrial or institutional unit shall be considered a separate instance for the purposes of this provision.
- 6.** For failure to properly return containers to the curb, one hundred dollars (\$100.00) shall be assessed for each such failure.
- 7.** Any failure by the Contractor to arrange for the Marketing of materials as specified herein may result in the assessment of liquidated damages in an amount equal to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by Township for the alternate marketing of said materials.
- 8.** For failure of the Contractor to make payments in a timely manner and in a manner as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
- 9.** For failure of the Contractor to submit recycling tonnage reports as required within this RFP, liquidated damages in an amount equal to two hundred dollars (\$200.00) per day that such non-compliance remains in effect.
- 10.** For failure of the contractor to provide sufficient equipment or staffing as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
- 11.** For failure to maintain telephone service properly as provided in the bid specifications, twenty-five dollars (\$25.00) for each hour of such failure shall be assessed.
- 12.** For using vehicles and equipment which are not in conformance with these specifications or with appropriate safety regulations, and which the Contractor(s) has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from the Township of a directive to repair or replace as required for the purpose of providing safe and sanitary collection service, the sum of two hundred dollars (\$200.00) per day for each vehicle or piece of equipment shall be assessed.
- 13.** For Contractor(s) personnel soliciting gratuities from residents, a sum of two hundred dollars (\$200.00) for each incident.

In the event that the Contractor(s) has defaulted, then the Township may, without prejudice, and in addition to the above remedy, terminate this Contract.

#### **5.17 COMPETENCE OF EMPLOYEES**

The Contractor's employees must be competent in their work, and if any person shall appear incompetent or disorderly, the Township of Weehawken shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the Contract must possess a valid New Jersey driver's license for the type of vehicle operated.

#### **5.18 SUPERVISION OF EMPLOYEES**

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

**(1)** The Supervisor shall report in person to the Contract Administrator or his Designee at daily, Monday through Friday each week.

**(2)** The Township may, at its discretion, meet with the Contractor on a monthly basis or more frequently, if desired.

**5.19 EMPLOYEE WAGE REPORTING:** The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the *Township of Weehawken* awarding the contract, any other party to the contract, and the commissioner.

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 Weehawken for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086

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

## **5.20 INSURANCE REQUIREMENTS**

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

Insurance requirements shall include Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

1. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
2. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
3. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.

b. The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.

c. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty - (30) days prior written notice to the Contract Administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment. (d) Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the governing

body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

(e) Certificates of Insurance shall be delivered to the Contract Administrator at the time designated by the Township of Weehawken provided however, that the time so designated by the contract is awarded and prior to the commencement of performance.

## **5.21 CERTIFICATES**

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

## **5.22 INDEMNIFICATION**

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

## **5.23 VIOLATIONS OF CONTRACT SPECIFICATIONS**

**A.** Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Township, who may thereupon employ the necessary labor to perform the work or re-advertise or relet the work, at the expense of the offending Contractor and his sureties.

**B.** Notwithstanding any specifically enumerated remedy or right the Township may have for any violation of the terms of the Contract or these Specifications, the Township reserves the right to pursue any remedies available to it in law or equity for any breach of the terms and conditions contained herein. Any failure of the Township to enforce the terms and conditions contained herein shall not be deemed a waiver by the Township of a full enforcement thereof.

## **5.24 TOWNSHIP'S POLICE POWERS**

**A.** The Contractor will in the performance of the contract be acting as an independent Contractor and neither the Contractor nor his employees or representatives in the performance of the contract shall be under the control, or acting as agents or employees of the Township of Weehawken. The Contractor recognizes and will acknowledge that the proposed agreement is not intended and shall not be construed as a delegation, or in limitation and restriction, of the police

or other powers of the Township. The Township reserves the right, authority and discretion notwithstanding any provision herein, to adopt all rules and regulations respecting the collection and marketing of recycling.

**B.** The Contractor and shall be responsible for the marketing of recyclable materials collected under the terms of these specifications. Disposition of these materials must be at an approved market or processing facility.

**(1)** An approved market shall be determined by the Contractor and approved by the Contract Administrator or his designee. Approval shall not be unreasonably withheld.

**(2)** Markets shall be identified before the start of services on the part of the Contractor and a list of said markets shall be provided to the Contract Administrator no less than five (5) days before the start of service.

**(3)** The Contractor shall notify the Contract Administrator before making any changes in the market being utilized and shall not change said market without the express written approval of the Contract Administrator. Such approval shall not be unreasonably withheld.

#### **5.25 SEVERABILITY**

The Contract between the Contractor and the Township of Weehawken shall provide that the laws of the State of New Jersey shall govern the agreement. Should a court of competent jurisdiction find that a provision of the agreements is in whole or in part invalid or unenforceable, such finding shall not void or render unenforceable the remainder of the agreement or the provision. This applies, but is not limited to the agreed upon costs and liquidated damages provisions. In the event that a specified liquidated damage amount is found to be inapplicable, damages may still be calculated as allowed by law.

**ATTACHMENT #1**  
**Weehawken Information**

<b>YEAR</b>	<b>RESIDENTIAL TONNAGE *(Total)</b>
<b>2014</b>	<b>1211</b>
<b>2015</b>	<b>1403</b>
<b>2016</b>	<b>1371</b>
<b>2017</b>	<b>1323</b>
<b>2018</b>	<b>1169</b>
<b>2019</b>	<b>1334</b>

- **Historically fiber represents 61% of the total tons reported**

**6.0 BIDDING DOCUMENTS**

**6.1 BIDDING DOCUMENTS CHECKLIST**

	<i>Section</i>	<i>Description</i>
____ 1.	§ 6.2	Acknowledgement of Receipt of Addendum (if applicable)
____ 2.	§ 6.3	A bid guarantee in the form of a bid bond certified check or cashier's check in the proper amount made payable to the Township of Weehawken
____ 3.	§ 6.4	Consent of Surety
____ 4.	§ 6.5	Statement of Ownership Disclosure
____ 5.	§ 6.6	Non-Collusion Affidavit
____ 6.	§ 6.7 § 6.7.1	Statement of Bidder's Qualifications and Experience Affidavit Questionnaire
____ 7.	§ 6.8	Affidavit of Authorization for Contract
____ 8.	§ 6.9 § 6.9.1	Affirmative Action Requirements Affirmative Action Certification and Affidavit
____ 9.	§ 6.10 § 6.10.1	Americans with Disabilities Act Affidavit
____ 10.	§ 6.11	Business Registration Certificate
____ 11.	§ 6.12	Contact Person
____ 12.	§ 6.13	Vehicle Dedication Affidavit
____ 13.	§ 6.14	Recycling Market Affidavit and Guarantee of Market Capacity Affidavit
____ 14.	§ 6.15	Truth in Contracting
____ 15.	§ 6.16	Disclosure of Contributions to New Jersey Election Law Enforcement Commission (Elec)
____ 16.	§ 6.17	Disclosure of Investment Activities in Iran
____ 17.	§ 6.18	Solid Waste Collection & Transportation Wage Record Keeping Proposal Sheets
____ 18.	§ 6.19	Proposal Sheets

\_\_\_\_\_  
**Name of Firm or Individual**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**6.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**If Applicable**

The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the Township’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<b>Title or number of Addendum/ Revision</b>	<b>How Received</b>	<b>Date Received</b>

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**6.3 BID GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_, as Principal(s); and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly bound  
unto the TOWNSHIP OF WEEHAWKEN in the penal sum of:  
\_\_\_\_\_ Dollars [\$\_\_\_\_\_], 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that, whereas the Principal(s) have  
submitted to the Township a certain Bid, attached hereto and hereby made a part  
hereof, to enter into a contract in writing for **RECYCLING COLLECTION AND  
MARKETING**

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 in the required form (properly completed in accordance with  
said Bid and the Bidding Documents) and shall furnish a bond for the  
faithful performance of said contract, and shall in all other respects  
perform the Contract created as a result of the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in full 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 an agrees that the obligations of  
said Surety and its bond shall in no way be impaired or affected by any extension of time  
within which the Township may accept such Bid; and said Surety does hereby waive  
notice of any such extension.

IN WITNESS WHEREOF, the Principal(s) and the Surety have hereto set their  
respective hands and seals and have caused these presents to be signed by their proper  
officers, as of the day and year set forth above.

**Surety:** \_\_\_\_\_

**Principal:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

BID GUARANTEE  
LIQUIDATED DAMAGES PROVISION

NOTE: This form is to be completed only if the Bidder is providing a certified or cashier's check in lieu of a Bid Bond. In that case and performance and/or payment bonds are required by the Project specifications, the prescribed consent of Surety form must also be executed.

Instead of supplying a Bid Bond, you have the option to attach a certified or cashier's check for 10% of the bid amount, but not exceeding \$20,000.00, and provide same with your bid and this Guarantee, completed and signed below.

Pursuant to N.J.S.A. 40A:11-21, I hereby certify on behalf of the Bidder named herein that, if the contract is awarded to said person or entity, it will timely enter into a contract therefor and will faithfully perform said Contract. By way of guarantee and indemnification to the TOWNSHIP OF WEEHAWKEN, a Bid Bond has been provided, or a certified or cashier's check is attached hereto, in the amount of ten percent (10%) of the bid amount (but not exceeding \$20,000.00). I recognize and agree, on behalf of the Bidder, that if the Bidder fails or refuses for any reason to timely enter into the Contract, said amount will be forfeited to the TOWNSHIP OF WEEHAWKEN as and for liquidated and agreed upon damages. The Township and the Bidder agree that the damages which will be suffered by the Township of Weehawken will be substantial, but will not be able to be determined with mathematical precision and, therefore, the provisions for liquidated and agreed upon damages have been incorporated into this bid as a provision beneficial to both parties, as a valid estimate of the damages which will result from any such failure or refusal by Bidder.

BIDDER NAME: \_\_\_\_\_

NAME OF PERSON SIGNING: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTACH CERTIFIED OR CASHIER'S CHECK IN THE PROPER AMOUNT  
PAYABLE TO: "THE TOWNSHIP OF WEEHAWKEN"  
[UNLESS A BID BOND HAS BEEN SUPPLIED]

**6.4 CONSENT OF SURETY**

\_\_\_\_\_, a corporation organized and existing under  
[Name of Surety]

the laws of the State of \_\_\_\_\_ [Surety], hereby guarantees the  
proposal of

\_\_\_\_\_ to the TOWNSHIP OF WEEHAWKEN  
[Name of Bidder]

for \_\_\_\_\_  
and, further, guarantees that if the contract is awarded to the said Bidder, the Bidder will  
execute said contract within the time required for that purpose; and further guarantees  
that if the contract is so awarded to the said Bidder, Surety will become surety on a bond  
guaranteeing the payment and faithful performance of said contract.

In Witness Whereof, the said \_\_\_\_\_  
[Name of Surety]

has caused this agreement to be signed by its proper officers and its corporate seal to be  
affixed

hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
[Type or Print Name of Surety and its Attorney-in-

Fact]

By: \_\_\_\_\_

Attorney-in-fact

Attest: \_\_\_\_\_

**6.5 STATEMENT OF OWNERSHIP DISCLOSURE**

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

--	--

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I

acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Weehawken is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Weehawken to notify the Township of Weehawken in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Weehawken to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**6.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF }

SS:

**RECYCLING COLLECTION AND  
MARKETING PROPOSAL**

I \_\_\_\_\_ of the (municipality) of \_\_\_\_\_ in the County of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_ [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the Township of Weehawken and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Weehawken rely upon the truth of the statements contained in this affidavit and in said Bid Proposal 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 the

\_\_\_\_\_  
[NAME OF BIDDER]

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_



**6.7 STATEMENT OF BIDDER'S QUALIFICATIONS AND EXPERIENCE**

**AFFIDAVIT**

STATE OF NEW JERSEY        )  
  )  
COUNTY OF                    )        **RECYCLING COLLECTION AND  
  )        SS.        MARKETING PROPOSAL**

I or We \_\_\_\_\_ of the (municipality) of \_\_\_\_\_ in the County of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

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

\_\_\_\_\_

**Name of Firm or Individual**

**Title**

\_\_\_\_\_

**Signature**

**Date**

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_

## QUESTIONNAIRE

This questionnaire must be filled out and submitted with and as part of the Bid Proposal for Recycling Collection and Marketing for the Township of Weehawken. 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 Weehawken 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 Weehawken in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government Recycling Collection and Marketing 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 the materials collected?

(e) 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 recyclables described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

12. Additional remarks.

## **6.8 AFFIDAVIT OF AUTHORIZATION FOR CONTRACT**

### **Affidavit of Authorization for Contract**

STATE OF NEW JERSEY     )  
  )  
  )     **SS.     RECYCLING COLLECTION AND**  
COUNTY OF                   )     **MARKETING PROPOSAL**

\_\_\_\_\_ being duly sworn, deposes and says that the affiant resides at \_\_\_\_\_ that the affiant is the \_\_\_\_\_ (***Title***) who signed the Proposal for this Contract; that the affiant was duly authorized to sign; that the seal attached is the seal of the Respondent; and that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

\_\_\_\_\_  
*(Type of print name of affiant under signature)*

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

## **6.9 AFFIRMATIVE ACTION REQUIREMENTS**

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

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**6.9.1 AFFIRMATIVE ACTION AFFIDAVIT**

**MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

STATE OF NEW JERSEY     )  
  )  
  )     **SS.     RECYCLING COLLECTION AND**  
COUNTY OF    )                   **MARKETING PROPOSAL**

I or We \_\_\_\_\_ of the (municipality) of \_\_\_\_\_ in the County of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am (President, Partner, Owner) of the firm of \_\_\_\_\_ a Proposer making a Proposal to provide Recycling Marketing services and, in that Township, I have executed the Proposal with full authority to do so.

Further, as the Proposer I will comply with and certify 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.

I further understand that my Proposal shall be rejected as non-responsive if fail to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

If the undersigned is an individual Proposer, I sign in such capacity. If I sign in a representative capacity, this Affidavit binds my principal and I certify that I have the authority to bind my principal.

\_\_\_\_\_  
Signature of Company Officer

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_

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

The contractor and the 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 owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



**6.10.1 AMERICANS WITH DISABILITIES ACT OF 1990**

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF \_\_\_\_\_ } SS: TOWNSHIP OF WEEHAWKEN  
RECYCLING COLLECTION AND  
MARKETING BID

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Proposer)

of the \_\_\_\_\_ and being duly sworn, I depose and say:  
(Name of Proposer)

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

I/we warrant that I/we have read Section \_\_\_\_\_ of these Specifications.

I further warrant that at all times during the performance of the Recycling Disposal Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*) and agrees to furnish the of evidence of such compliance upon request.

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

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_  
2015 \_\_\_\_\_

Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

**6.11 BUSINESS REGISTRATION CERTIFICATE (BRC)**

P.L. 2009, c. 315 amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which imposes certain requirements upon a business competing for, or entering into a contract with a government agency in the State of New Jersey.

- A. The Bidder shall be required to possess and provide photo copy of their Business Registration Certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that a contractor or subcontractor is registered with the Department of the Treasury.
- B. The Law requires that no contractor shall enter into a contract with any contracting agency unless that contractor has been issued proof of business registration in accordance with the following:
  - a. In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted.
  - b. The BRC to be filed anytime prior to award of the contract providing the bidder has obtained the BRC prior to receipt of bids.
- C. For information on obtaining a BRC can be found at NJ Dept. of the Treasury, of Division of Revenue and Enterprise Services.

<http://www.nj.gov/treasury/revenue/busregcert.shtml>

**ATTACH A PHOTO-COPY OF BUSINESS REGISTRATION CERTIFICATE OR SUCH OTHER FORM OF VERIFICATION OR PROOF OF REGISTRATION AS MAY BE ISSUED BY THE DIVISION OF REVENUE IN THE DEPARTMENT OF THE TREASURY**

Name of Bidder: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**6.12 CONTACT PERSON**

For the purpose of this Bid and during the period prior to the start date of the Contract the following person is designated by the Bidder as the Contact Person for all matters relating to the Bid:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**6.13 VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW JERSEY }

SS:

TOWNSHIP OF WEEHAWKEN  
RECYCLING COLLECTION AND  
MARKETING BID

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Proposer)

of the \_\_\_\_\_ and being duly sworn, I depose and say:  
(Name of Proposer)

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

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

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

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_

**6.14 RECYCLING MARKET AFFIDAVIT AND GUARANTEE OF MARKET CAPACITY  
AFFIDAVIT**

STATE OF NEW JERSEY }  
 COUNTY OF \_\_\_\_\_ } SS: TOWNSHIP OF WEEHAWKEN  
 RECYCLING COLLECTION AND  
 MARKETING BID

I, \_\_\_\_\_, am the \_\_\_\_\_  
 (Name of Affiant) (Identify Relationship to Proposer)

of the \_\_\_\_\_ and being duly sworn, I depose and say:  
 (Name of Proposer)

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

At all times during the performance of the collection contract, I agree to commit, that I (we) have secured sufficient market capacity for the Marketing of all Recyclable materials being marketed for the Township of Weehawken.

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

\_\_\_\_\_  
 Name of Firm or Individual Title

\_\_\_\_\_  
 Signature Date

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_

\_\_\_\_\_  
 Notary Public of  
 My Commission expires \_\_\_\_\_, 20\_

**6.15 TRUTH IN CONTRACTING**

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.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_

**6.16 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

Proposers should be aware that N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC)

All Proposers 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. Proposers are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**I HAVE \_\_\_\_\_ MADE THE FOLLOWING DONATIONS AS INDICATED HEREIN. IF YOU ANSWER YES, DISCLOSE ALL DONATIONS MADE AS REQUIRED.**

**I HAVE NOT \_\_\_\_\_ MADE ANY DONATIONS AS OUTLINED IN THE REQUIREMENTS OF SECTION 4.13 AND N.J.S.A 19:44-20.27.**

**PLEASE MARK THE APPROPRIATE LINE.**

Name of Firm or Individual

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

**6.17 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OPS Number: \_\_\_\_\_ Proposer: \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

**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 above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**6.18 SOLID WASTE COLLECTION AND TRANSPORTATION CONTRACTOR WAGE  
RECORD KEEPING: P.L. 2009, CHAPTER 88, N.J.S.A. 43:11-68**

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the *Township of Weehawken* awarding the contract, any other party to the contract, and the commissioner.

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 Weehawken for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "[Payroll Certification for Public Works Project](#)" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086

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

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Name of Firm or Individual

Title

---

Signature

Date

**6.19 PROPOSAL**

Proposal for Recycling Collection and Marketing Services beginning **January 1, 2021** for a period of three (3) years with two (2) one (1) year renewal options.

Township of Weehawken:

I or We \_\_\_\_\_

Of \_\_\_\_\_

\_\_\_\_\_  
[COMPLETE ADDRESS]

\_\_\_\_\_  
[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets and acknowledge receipt of any addenda issued thereto.

**NOTE: Bidders are required to sign all Option Proposal sheets.**

**Bidders are invited to bid on all Service Options but are not required to bid on all Service Options.**

\_\_\_\_\_  
Signature

Affix seal if a corporation

\_\_\_\_\_  
Title

MARKET NAME: \_\_\_\_\_

MARKET ADDRESS: \_\_\_\_\_

MARKET TYPE: \_\_\_\_\_

MARKET TELEPHONE #: \_\_\_\_\_

**6.19.1 OPTION #1: PRICE PROPOSAL SHEETS – FOR THE COLLECTION AND MARKETING OF RECYCLABLE MATERIALS FOR UP TO FIVE (5) YEARS – SINGLE STREAM COLLECTION METHOD.**

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of these specifications as described herein for the period **COMMENCING ON JANUARY 1 2021 AND TERMINATING ON EITHER DECEMBER 31, 2024, 2025, 2026, RESPECTIVELY (BOTH DATES INCLUSIVE).**

**BID PRICE FOR THREE (3) YEARS WITH TWO (2) POSSIBLE ONE (1) YEAR RENEWALS**

- FILL IN ALL COLUMNS; WHERE A VALUE IS \$0.00, FILL IN \$0.00. **LEAVE NO BLANKS**
- ALL VALUES TO BE IN U.S. DOLLARS
- PRICING IS BEING REQUESTED IN ORDER FOR THE TOWNSHIP TO EFFECTIVELY ANALYZE THE TRUE COST OF PROVIDING THESE SERVICES TO ITS RESIDENTS. ALL PRICING WILL BE VIEWED IN THE AGGREGATE FOR THE PURPOSE OF AWARD.

<b>Proposal Price for Recyclable Materials at the Time of Submission (Material Prices Per Ton.)</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year #1</b>	<b>Option Year #2</b>
<b>Collection</b>	\$	\$	\$	\$	\$
<b>Market Price at Time of Submission</b>	\$	\$	\$	\$	\$
<b>Fixed Fee Processing Cost</b>	\$	\$	\$	\$	\$
<b>Net Market Price</b>	\$	\$	\$	\$	\$
<b>Percentage Allocation of Market Price</b>	%	%	%	%	%
<b>Final Market Share</b>	\$	\$	\$	\$	\$

**Bidder's Signature** \_\_\_\_\_

**6.19.2 OPTION #2: PRICE PROPOSAL SHEETS – FOR THE COLLECTION AND MARKETING OF RECYCLABLE MATERIALS FOR UP TO FIVE (5) YEARS – DUAL STREAM COLLECTION METHOD.**

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of these specifications as described herein for the period **COMMENCING ON JANUARY 1, 2021 AND TERMINATING ON EITHER DECEMBER 31, 2024, 2025, 2026, RESPECTIVELY** (BOTH DATES INCLUSIVE).

**BID PRICE FOR THREE (3) YEARS WITH TWO (2) POSSIBLE ONE (1) YEAR RENEWALS**

- FILL IN ALL COLUMNS; WHERE A VALUE IS \$0.00, FILL IN \$0.00. **LEAVE NO BLANKS**
- ALL VALUES TO BE IN U.S. DOLLARS
- PRICING IS BEING REQUESTED IN ORDER FOR THE TOWNSHIP TO EFFECTIVELY ANALYZE THE TRUE COST OF PROVIDING THESE SERVICES TO ITS RESIDENTS. ALL PRICING WILL BE VIEWED IN THE AGGREGATE FOR THE PURPOSE OF AWARD.

<b>Proposal Price for Recyclable Materials at the Time of Submission (Material Prices Per Ton.)</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Option Year #1</b>	<b>Option Year #2</b>
<b><u>Collection</u></b>	\$	\$	\$	\$	\$
<b>Market Price at Time of Submission</b>	\$	\$	\$	\$	\$
<b><i>Fixed Fee Processing Cost</i></b>	\$	\$	\$	\$	\$
<b><i>Net Market Price</i></b>	\$	\$	\$	\$	\$
<b><i>Percentage Allocation of Market Price</i></b>	%	%	%	%	%
<b><i>Final Market Share</i></b>	\$	\$	\$	\$	\$

Bidder's Signature \_\_\_\_\_

**CONTAMINATION SURCHARGE  
REPORT AS DOLLARS/TON**

	Mixed Paper	Corrugated Cardboard	Commingled Cans, Bottles and Plastic Containers
YEAR 1	\$	\$	\$
YEAR 2	\$	\$	\$
YEAR 3	\$	\$	\$
Option Year 1	\$	\$	\$
Option Year 2	\$	\$	\$

ALL SUBMISSIONS Must include the Name of market trade publication utilized.

**Name of Market Trade Publication:** \_\_\_\_\_

<b>Bidder's Signature</b> _____
---------------------------------

**MOISTURE SURCHARGE  
 REPORT AS DOLLARS/TON & PERCENTAGE ALLOCATION: REPORT AS  
 TOWNSHIP/CONTRACTOR  
 EX: TOWN 0%: CONTRACTOR 100%**

	Mixed Paper	Corrugated Cardboard
YEAR 1	\$	\$
% Allocation	%	%
YEAR 2	\$	\$
% Allocation	%	%
YEAR 3	\$	\$
% Allocation	%	%
Option Year 1	\$	\$
% Allocation	%	%
Option Year 2	\$	\$
% Allocation	%	%

**Bidder's Signature \_\_\_\_\_**

**PROPOSAL FORM - Continued**

**THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.**

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

\_\_\_\_\_  
NAME OF THE RESPONDENT

\_\_\_\_\_  
ADDRESS OF RESPONDENT

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF CORPORATE SECRETARY

\_\_\_\_\_  
PRINT NAME & TITLE  
CORPORATE SECRETARY

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

**WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR PROPOSAL MAY BE REJECTED**