

CONTRACT SPECIFICATIONS

COLLECTION AND MARKETING OF RECYCLABLE MATERIALS

Township of Cranford
Union County, New Jersey

July 2021

TOWNSHIP OF CRANFORD
CRANFORD, NEW JERSEY
COUNTY OF UNION

PUBLIC NOTICE

OFFICE OF THE TOWNSHIP CLERK
8 SPRINGFIELD AVENUE
CRANFORD, NEW JERSEY 07016

PHONE 908-709-7210
FAX 908-276-4859
EMAIL p-donahue@cranfordnj.org

**NOTICE OF
REQUEST FOR SEALED BIDS
FOR
COLLECTION AND MARKETING OF RECYCLABLE MATERIALS**

The Township of Cranford is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Cranford, County of Union, State of New Jersey, at the Municipal Building, located at 8 Springfield Avenue, Cranford, NJ 07016 on Wednesday, September 15th 2021 at 11:00 a.m., or as soon thereafter as the matter may be heard, and publicly opened with the contents of same publicly announced for:

Collection and Marketing of Recyclable Materials

Beginning on Thursday, July 15th, 2021, submission packages may be obtained at the Township Clerk's Office, (908) 709-7200, during regular business hours, 8:30 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, or by downloading the documents on the Township's website: <https://www.cranfordnj.org/bids>. **Registration on the Township's website is required.**

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. A copy of your New Jersey Business Registration Certificate shall be included with your proposal.

Proposals shall be enclosed in opaque sealed envelopes, plainly marked, "**Collection and Marketing of Recyclable Materials**" and shall show the name and address of the bidder. Bids may be forwarded by certified mail, U.S. Post and mail services. If mailed, the sealed envelope

containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed for mailing as follows:

Patricia Donahue, RMC
c/o September 15th Bid Opening – Collection and Marketing of Recyclable
Materials
Township Clerk
Township of Cranford
Municipal Building
8 Springfield Avenue
Cranford, NJ 07016

All bids shall be presented by the parties bidding or their agents at the place and time designated or by mail as above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.

No proposal will be considered unless accompanied by a Bid Bond in the amount of ten percent (10%) of the highest aggregate THREE (3) year bid submitted, not to exceed \$20,000, in the form of a certified check, cashier's check or bid bond, binding the bidder to execute a contract within ten (10) days after notification of acceptance of his bid. A Non-Collusion Affidavit shall also be submitted.

The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are in the opinion of the Township in the best interest of the Township.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27., and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder's Certificate of Employee Information Report; or
3. The Township's copy of the bidder's completed Affirmative Action Employee Information Report Form.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and address of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners in the partnership who own ten percent (10%) or greater of interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.

Patricia Donahue, RMC
Municipal Clerk

Division of Solid and Hazardous Waste
Bureau of Solid Waste Regulation
P.O. Box 414
Trenton, New Jersey 08625
Telephone (609) 984-2080
Fax (609) 984-6874

NOTICE !!
For
New Jersey Municipalities that Contract for Solid Waste Collection Services
And
Solid Waste Collection Utilities that Bid on Residential Collection Contracts

Uniform Bid Specifications for Solid Waste Collection Contracts

N.J.A.C. 7:26H-6.6(a) and Appendix A; N.J.A.C. 17:27
N.J.S.A. 13:1E-1 et seq.; N.J.S.A. 48:13A-1 et seq.; N.J.S.A. 40A:11 et seq.
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)

The above-referenced solid waste utility regulations and New Jersey Statutes state that in addition to the Department of Environmental Protection's solid waste utility regulations, a solid waste collection company shall be familiar with and comply with all applicable local, state and Federal laws and regulations in connection with submitting a bid proposal and performing a municipal solid waste collection contract. Therefore, please be advised that recent changes in state law have altered several requirements related to the municipal solid waste collection bid specifications, which is Appendix A of the utility regulations (N.J.A.C. 7:26H).

1. The Affirmative Action Compliance Notice has been changed. This affects section 4.5 **AFFIRMATIVE ACTION REQUIREMENTS** of Appendix A of the municipal solid waste collection contract bid specifications.

A ***successful bidder*** must submit to the public agency, one of the following three (3) documents:

- a. A photocopy of a ***valid letter*** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
- b. A photocopy of a ***Certificate*** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
- c. A photocopy of an Employee Information Report (***Form AA302***) provided by the Division 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.

2. The Mandatory Affirmative Action Language for Goods and Services (Including Professional Services) Contracts has changed. This affects Attachment #1 of the municipal solid waste

collection contract bid specifications.

- a. The entire text of the Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-a-1.doc

3. Contractors are now also required to comply with all the rules and regulations associated with the Americans with Disabilities Act of 1990.

- a. This document can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-b.doc
- b. The Act requires bid specifications and contracts to contain the language of the Act. No submission is necessary.

4. A form that shall be submitted as part of the bid is a Business Registration Certificate (BRC), which is issued by the Division of Revenue in the Department of the Treasury. This form must be submitted prior to the Township awarding a contract.

- a. Detailed information on this requirement can be found at the Division of Local Government Services web site <http://www.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration>

If you have any questions concerning the changes and additions to the municipal solid waste collection contract bid specifications, please contact the State Division of Local Government Services at (609) 292-7842. Questions concerning Affirmative Action requirements can be resolved by contracting the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts at (609) 292-5473.

Sincerely,

Michael DeTalvo, Supervisor
Economic Regulation Unit

TABLE OF CONTENTS

- 1. INSTRUCTIONS TO BIDDERS
 - 1.1 The bid
 - 1.2 Changes to the bid specifications
 - 1.3 Bid opening
 - 1.4 Documents to be submitted
- 2. DEFINITIONS
- 3. BID SUBMISSION REQUIREMENTS
 - 3.1 Bid proposal
 - 3.2 Bid guarantees
 - 3.3 Exceptions to the bid specifications
 - 3.4 "Or equal" substitutions
 - 3.5 Compliance
 - 3.6 Conflict of Interest and Non-Collusion
 - 3.7 No Assignment of bid
- 4. AWARD OF CONTRACT
 - 4.1 Generally
 - 4.2 Notice and execution of contract
 - 4.3 Responsible bidder
 - 4.4 Performance bond
 - 4.5 Affirmative action requirements
 - 4.6 Employee Wage Reporting
 - 4.7 Vehicle dedication affidavit
 - 4.8 Errors in price calculation
- 5. SCOPE OF WORK
 - 5.1 Statistics
 - 5.2 Damage to Property
 - 5.3 Illegal Dumping
 - 5.4 Reporting
 - 5.5 Vehicles and equipment
 - 5.6 Name on vehicles
 - 5.7 Telephone facilities and equipment
 - 5.8 Failure to collect
 - 5.9 Complaints
 - 5.10 Solicitation of gratuities
 - 5.11 Invoices and payment procedure

- 5.12 Competence of employee
- 5.13 Supervision of employees
- 5.14 Insurance requirements
- 5.15 Certificates
- 5.16 Indemnification

- 6. BIDDING DOCUMENTS
 - 6.1 Bidding documents checklist
 - 6.2 Bid guaranty
 - 6.3 Consent of surety
 - 6.4 Mandatory Equal Employment Opportunity Language
 - 6.5 Americans with Disabilities Act of 1990
 - 6.6 Certificate of public convenience and necessity/A-901 approval letter
 - 6.7 Stockholder statement of ownership
 - 6.8 Non-collusion affidavit
 - 6.9 Statement of bidder's qualifications, experience and financial ability
 - 6.10 Proposal
 - 6.11 Bid Addenda Form
 - 6.12 Disclosure of Investment in Iran
 - 6.13 Vehicle dedication affidavit

TOWNSHIP OF CRANFORD
UNIFORM BID SPECIFICATIONS
SOLID WASTE COLLECTION SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Cranford is soliciting bid proposals from solid waste collectors interested in providing the Collection and Marketing of Recyclable Materials services for a period of three (3) years to commence on January 1st, 2022 and ending on December 31st, 2024, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. The contract may be extended, at the option of the Township of Cranford for one (1) two-year or two (2) one-year extensions. Any such extensions shall be awarded by resolution of the Township of Cranford upon a finding that the services under this contract are being performed in an effective and efficient manner. Said extension may be at an increased price, but any price change included as part of the extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the "index rate" for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The "index rate" shall be the index rate set forth in N.J.S.A 40A:112.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays except, prior to the date for acceptance of bids; be published in the Westfield Leader and the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Purchasing Agent at 8 Springfield Avenue, Cranford, New Jersey, 07016 on Wednesday, September 15th 2021 at 11:00 a.m. Bids must be delivered by hand or by mail to the Township Clerk no later than 11:00 a.m. Wednesday, September 15th. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the highest aggregate THREE year bid submitted, not to exceed \$20,000; payable to the Township of Cranford;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. New Jersey Business Registration Certificate must be received prior to award of contract;
8. Acknowledgement of Receipt of Addenda; and
9. Bid Proposal.
10. Electronic Copy of the bid. (CD, Thumb-drive, etc.)

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

2. DEFINITIONS

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

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

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

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

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

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

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

"Contracting unit" means a municipality or any board, commission, committee, authority or

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

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made. Individual means individual, corporations, or partnership having a contract with the Township of Cranford for the collection, removal and disposal of solid waste as described herein, and shall refer also to each of his agents and employees.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed.

"Legal newspaper" means the Westfield Leader and the Star Ledger.

"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.

"Recyclables" shall refer to the beverage aluminum cans, glass bottles, and plastic bottles, and newspapers that accumulate in the municipal recycling/litter receptacles.

"Township" shall refer to the Township of Cranford, Union County, New Jersey.

"Service Area" means the geographic area of the Township of Cranford. See street map which is attached.

"Solid Waste" shall refer to municipal solid waste and bulky waste (Types 10, 13, & 13C) as defined by the NJ Department of Environmental Protection.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must

be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Cranford 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 and N.J.A.C. 7:26H-6.1 et seq., 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 Cranford in the amount of 10% of the highest aggregate THREE (3) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Cranford.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

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.

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

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

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

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

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

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

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

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

C. The Township, with advice of legal counsel and the Purchasing Agent, 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 rejects all bids, the Township of Cranford shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

D. The Township expressly reserves the right to waive any non-material informality in the bids received and to reject any or all bids pursuant to law.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Township of Cranford 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 Cranford to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

A. For a THREE YEAR contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Cranford Township Municipal Clerk, at 8 Springfield Avenue Cranford, New Jersey 07016.

B. Failure to provide the required performance bond at the time and place specified by the Township of Cranford shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Township of Cranford may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a multi-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Cranford Township Municipal Clerk, at 8 Springfield Avenue Cranford, New Jersey 07016. The performance bond for each succeeding year shall be delivered to the Township of Cranford with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township 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 Cranford in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

B. Within seven days after receipt of notification of the Township's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

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

4.6. 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 Cranford, any other party to the contract, and the commissioner.

2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner and to the Township of Cranford 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: Contract Administration, 8 Springfield Avenue Cranford, NJ 07016. 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.

4.7 VEHICLE DEDICATION AFFIDAVIT

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

4.8. 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. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all of the 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 may not award a contract until all tabulations are complete.

5. SCOPE OF WORK

The Township of Cranford desires to contract with a firm for recycling services to collect, remove and market certain recyclable materials from curbside of residential units and from centralized area of certain public buildings within the boundaries of the Township of Cranford.

The work under this contract shall consist of furnishing all labor, materials, equipment, transportation and disposal fees for, or incidental to, the proper completion of work more fully described here.

5.1. STATISTICS

The following information is made available to all bidders and is submitted for information purposes only for which the Township makes no representation as to accuracy

1. There are approximately 4.8 square miles in the Township of Cranford.
2. There are approximately 8,200 household units in the Township of Cranford broken down as follows:
 - 7,500 1-4 family dwelling units
 - 1,023 5+ family dwelling units, apt., condos, senior housing
3. The population census figure for the Township of Cranford as of 2020 is 24,000.
4. There are approximately 60 miles of roads in Cranford, the great majority of which have occupied premises which require collection service.
5. There are eight (8) public schools that may require service.
 - Cranford High School – West End Place
 - Bloomington School – Bloomington Avenue
 - Brookside School – Brookside Place
 - Orange Avenue School – Orange Avenue
 - Hillside Avenue School – Hillside Avenue
 - Walnut School – Walnut Avenue
 - Livingston School – Livingston Avenue
 - Board of Education/CAP – Lincoln & Thomas Streets
6. There are nine (9) municipal buildings that may require service.
 - Municipal Building – 8 Springfield Avenue
 - Fire Department – 7 Springfield Avenue
 - Community Center – 220 Walnut Avenue
 - Roundhouse (Public Works) - 364 North Avenue
 - East Library – 224 Walnut Avenue
 - Indoor/Outdoor Pool Complex – 401 Centennial Avenue
 - Orange Avenue Pool (seasonal) - 1025 Orange Avenue
 - Indoor Rec Facility - 375 Centennial Avenue
 - Hanson House – 38 Springfield Avenue

7. There are seventeen (17) religious institutions that may require service.
8. There are nine (9) private schools that may require service.

CURRENT RESIDENTIAL PROGRAM

Currently, residents receive curbside service for the following materials: newspapers, mixed papers, paperback books, hardcover books, corrugated cardboard, brown paper bags, glass bottles & jars, paper milk & juice cartons, steel/tin cans, aerosol cans (empty), plastic bottles & jars (PETE & HDPE), aluminum cans, aluminum foil/pie plates. All of the materials are collected every other Tuesday from the entire residential sector, including apartment and condominium complexes. Most apartment/condo units have central storage facilities.

The Township does not guarantee the quantity or quality of recyclables which are separated by Township residents.

Cranford residents, businesses and institutions may bring recyclables to the Township Conservation Center (recycling depot) for most of the above materials.

RESIDENTIAL CURBSIDE TONNAGE (2019)

Material	<u>Wt/Tons</u>
· #11 OCC/Loose/Baled	51.69
· #3 Mixed Paper	24.19
· MRP-Mix Ridges Plastic	0.76
· Non-Recyclable	0.76
· Residential Single Stream	2,141.47
· Residential Curbside Mixed	13.54
· Residential Single Stream went to Waste Management	187.61
· LCS-Co-Mingled went to Waste Management	2.62
TOTAL	2,422.64

CONSERVATION CENTER

The Township reserves the right to continue to operate its recycling depot.

RECYCLING ORDINANCE ENFORCEMENT

The contractor agrees to take steps as may be reasonably necessary to protect the

Township's ownership of all recyclable materials to be collected by the contractor under the terms of this Agreement, and shall reasonably assist the Township to enforce its Recycling Ordinance.

TIME OF COLLECTION/OMITTED COLLECTIONS

Collections will start no earlier than 7:00 a.m. on the scheduled collection day, and reasonable efforts shall be made to conclude collections by 7:00 p.m. The contractor shall provide a local or toll free telephone "hotline" number for residents and the Township to call in the case of complaints or missed pickups. If the contractor has knowledge the collection or part of the collection will be missed, the contractor shall be obligated to call the Township Recycling Office the same day giving a legitimate reason why this will occur and has 24 hours to rectify the situation. The contractor shall collect all missed pickups within 24 hours after receiving proper notice from the Township of any missed pickups.

5.2. DAMAGE TO PROPERTY

If any property, owned by the Township is damaged by the contractor's equipment or employees, then the contractor shall be liable for the cost of the repairs necessary on account of such damage, and the Township reserves the right to deduct such cost from any sum that may be due to the contractor.

5.3. ILLEGAL DUMPING

The contractor shall notify the Township Health/Recycling Department immediately of illegal dumping incidents in litter receptacles and/or public building dumpsters.

5.4. REPORTING

The contractor shall submit monthly reports to Township with contractor's billing invoice detailing the tonnages of all solid waste disposed of at the disposal facility for the preceding calendar month. Said reports shall be in a form acceptable to the Township Recycling Coordinator.

5.5. VEHICLES AND EQUIPMENT

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

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

C. All vehicles shall be maintained in good working order and shall be constructed, used

and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel. All vehicles shall be newer or newly rebuilt models, preferably no vehicles shall be older than 10 years of age. Vehicles are to be kept clean and properly letter for the entire length of the contract.

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

5.6. NAME ON VEHICLES

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

5.7. TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all collection days, between the hours of 8:30 AM and 5:30 PM. The Township of Cranford shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Cranford.

C. The Contractor shall provide the Township with a phone number of an appropriate supervisor to contact on collection days.

5.8. FAILURE TO COLLECT

A. The Contractor shall report to the Recycling Coordinator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled business day. In those cases, where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled business day. The contractor shall be obligated to call the Recycling Coordinator the same day that a pickup(s) is or will be missed, giving a legitimate reason. Contractor will also state the same time when the "missed" pickup will be made up within that week. If the make-up collection cannot be made within that week, then the Township will have the right to deduct the cost of each un-emptied container(s) from the monthly billing.

5.9. COMPLAINTS

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

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township of Cranford. Any complaints that are unresolved and in writing may show cause for a hearing between the contractor and contract administrator and prove to show as a negative prior experience for the next bidding round. This would give the Township of Cranford the right to pass this vendor on the next round of public bidding if they are the lowest responsible responsive bidder.

5.10. SOLICITATION OF GRATUITIES

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

5.11. INVOICE AND PAYMENT PROCEDURE

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

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

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Township of Cranford for reimbursement.

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

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

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the

costs of disposal, the Township of Cranford shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

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

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

5.12. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Cranford 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.

5.13. SUPERVISION OF EMPLOYEES

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

5.14. 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-6.19. The insurance policy shall name the Township of Cranford as an Additional Named insured indemnifying the Township of Cranford with respect to the contractor's actions pursuant to the Contract.

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

A. Policy and Limit Guidelines as follows:

1. Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
2. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:
\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
 - b) Independent Contractors
 - c) Contractual liability covering liability assumed under the Indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion
 - d) Broad form property damage liability including completed operations.
 - e) Personal injury coverage, including coverage for liability Arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - f) Products and completed operations for a period of two (2) Years from substantial completion
 - g) Limited Pollution Cleanup at a limit of \$100,000.
3. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
 4. Umbrella Liability Insurance Policy written on an occurrence basis with a minimum combined single limit of “\$5,000,000” as “Follow Form” excess of the Contractor’s Employer’s Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance Policies required herein. Coverage to include on site limited pollution.

B. Additional Requirements as follows:

1. Certified copies of all insurance policies provided above or certificates thereof

satisfactory to the Township of Cranford shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days' prior written notice via certified mail/return receipt shall have been given to the Township of Cranford by the Contractor's Insurer. These must be received 30 days prior to commencement of work.

2. The Contractor agrees that it will defend, indemnify and save harmless the Township of Cranford, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
3. All insurance purchased and maintained by the Contractor shall designate the Township of Cranford, their officers, officials, agents, employees, consultants as additional insureds.
4. Except as modified by the Township of Cranford in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work.
5. All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.
6. All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Township of Cranford will allow certain deductible clauses, which are not considered excessive, overly broad, or harmful to the interest of the interest of the Township of Cranford. Standard exclusions will be allowed of any additional exclusion. This will be at the discretion of the Township of Cranford. Regardless of the allowance of exclusions or deductions by the Township of Cranford, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and is imposed by law. In the event that the Contractor provides evidence of insurance in the form of Certificates of Insurance, valid for a period of during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Township of Cranford is continuously in

possession of evidence of the Contractor's insurance in accordance with the foregoing provisions. In the event the Contract fails or refuses to renew its insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this subsection, the Township of Cranford may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due to above. Alternately, the Township of Cranford may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Township of Cranford may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of time is not due on account thereof.

5.15. CERTIFICATES

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

5.16. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ____ 6.2. 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 Cranford.
- ____ 6.3. Consent of surety
- ____ 6.4. Mandatory Equal Employment Opportunity Language
- ____ 6.5. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ____ 6.6. Stockholder statement of ownership.
- ____ 6.7. Non-collusion affidavit.
- ____ 6.8. Statement of bidder's qualifications, experience and financial ability.
- ____ 6.9. Proposal.
- ____ 6.10. New Jersey Business Registration Certificate must be submitted prior to award of contract.
- ____ 6.11. Bid Addenda Form
- ____ 6.12. Disclosure of Investment Activities in Iran Form
- ____ 6.13. Electronic Form (CD, thumb drive or other electronic copy)

Name of Firm or Individual

Title

Signature

Date

6.2 BID GUARANTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal,
and _____, as Surety, are hereby held and
firmly bound unto _____

_____ as OWNER in the penal sum of \$ _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed this _____ day of _____, 2020. The Condition of the above
obligation is such that whereas the Principal has submitted to the Township of Cranford a certain
BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for _____

NOW, THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and

seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITNESS/ATTEST:

Principal _____(L.S.)

WITNESS/ATTEST:

Surety _____(L.S.)

By: _____

IMPORTANT NOTICE

- Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.
- If the Contractor is a partnership, this Bid Bond must be signed by each of the individuals who are partners.
- If the Contractor is a corporation, this Bid Bond must be signed in its correct corporate name by a duly authorized officer, agent, or Attorney-in-Fact.
- There should be executed the appropriate number of counter parts of this Contract at issue.
- Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

6.3. CONSENT OF SURETY

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ and
a corporation organized and existing under the laws of the State of _____ and
authorized to do business in the State of New Jersey, do hereby consent and agree with the
Township of Cranford that if the foregoing proposal of _____

_____ hereinafter called the Contractor, for _____

_____ be accepted, and a Contract for said work be awarded to said Contractors, we will, upon its being so
awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the
terms and conditions set forth in the Proposal and Specifications and shall provide security through
the issuance of a Performance Bond in an amount equal to One Hundred Percent (100%) of the
Contract Price, and to be conditioned so as to indemnify the Township of Cranford against loss due
to the failure of the Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be
signed by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this _____ day of _____, 2021.

By: _____
Attorney-in-Fact

IMPORTANT NOTICE

- **The Consent of Surety from must be executed.**
- **Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.**

6.4.

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

The contractor or subcontractor agrees to inform in writing 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.

Name of Firm or Individual

Title

Signature

Date

6.5

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

The contractor and the Township of Cranford, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 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.

Name of Firm or Individual

Title

Signature

Date

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

Name: _____

Complete Address: _____

Telephone Number: _____

Certificate Number: _____

Date: _____

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

6.7 STOCKHOLDER STATEMENT OF OWNERSHIP

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 Cranford 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 Cranford to notify the Township 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 Cranford to declare any contract(s) resulting from this certification void and unenforceable.

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

6.8: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: Township of Cranford

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder 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 Committee 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 Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 2021.

Notary Public of

My Commission expires _____, 20__.

6.9: STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY

}

COUNTY OF

}

s.s.: Township of Cranford

I, _____, am the _____ (OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER) of the _____ (Name of Bidder) and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township Committee to award to _____ 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 Cranford 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 Committee 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 Cranford, 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 Cranford with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
____ day of ____ 2021.

Notary Public of
My Commission expires _____, 20____.

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

QUESTIONNAIRE

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

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from/to:
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Does your firm complete pre-hiring background checks of all future employees? Does your firm have a written policy for the same? If yes, please attach.
15. Does your firm conduct drug testing? Does your firm have a written policy for the same? If yes, please attach.
16. Additional helpful remarks or comments.

6.10 PROPOSAL

**TOWNSHIP OF CRANFORD
CRANFORD, NJ**

**FORM
FOR
BID PROPOSAL**

DATE: _____

TOWNSHIP OF CRANFORD
Municipal Building.
8 Springfield Avenue
Cranford, New Jersey 07016-2199

Proposal of _____ (hereinafter called, "Bidder"), a corporation of the
State of _____, a partnership, an individual doing business as _____.

(Delete inapplicable designations above.)

To the Township of Cranford, County of Union, State of New Jersey
(hereinafter called, "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Collection and Marketing of Recyclable Materials, having examined the Instructions to Bidders and the related contract documents, and being familiar with all of the conditions surrounding the supplying of the services, hereby proposes to furnish all labor, materials, equipment and supplies, and to carry out the contract in accordance with the contract documents, within the time set forth therein and at the price(s) stated below; the price to cover all expenses incurred in performing the work required under the contract documents of which this proposal is part.

In submitting this bid, the bidder understands that the right is reserved by the Township of Cranford to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned, the contractor agrees to execute and deliver an agreement in the prescribed form with ten (10) working days after the agreement is presented to him for signature.

Pursuant to and in compliance with the Notice to Bidders, instruction to Bidders, and Detailed Specifications relating thereto, the undersigned having read the Contract Documents and all other documents and forms pertinent thereto, all of which are understood to be incorporated in this bid and accepted as sufficient, hereby offers to faithfully comply with all said requirements and to furnish all labor, equipment, materials and other facilities necessary to, or proper for; or incidental to the transporting and/or on site processing and recycling of yard waste materials from the Township of Cranford, County of Union, State of New Jersey for the following period and prices to wit:

BID PROPOSAL FORM
COLLECTION AND MARKETING OF RECYCLABLE MATERIALS

STANDARD SERVICE: COLLECTION AND MARKETING OF RECYCLABLE MATERIALS

YEAR 1- (January 1, 2022 – December 31, 2022) (Numbers) \$ _____

YEAR 2- (January 1, 2023 – December 31, 2023) (Numbers) \$ _____

YEAR 3- (January 1, 2024 – December 31, 2024) (Numbers) \$ _____

TOTAL 3 YEAR BID PRICE- (Numbers) \$ _____

(In Words) _____

CONTRACT EXTENSION PRICING:

YEAR 4- (January 1, 2025 – December 31, 2025) (Numbers) \$ _____

(In Words) _____

YEAR 5- (January 1, 2026 – December 31, 2026) (Numbers) \$ _____

(In Words) _____

6.11 Addendums

In submitting this Bid, I have received and included in this Bid, the following Addenda.

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

The Bidder hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not colluded with any person in preparing its Bid.

The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of the bid date.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of \$_____ and is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above.

ATTEST:

Respectfully submitted,

(Seal) if Bidder is a
corporation

By _____

(Address)

6.12 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**CERTIFICATION PURSUANT TO P.L. 2012, C.25
[no investment activities in Iranian financial or energy sectors]**

I hereby certify that _____ is not engaged in
[insert legal name of bidder, contractor or vendor]
prohibited investment activities in Iran pertaining to financial or energy sectors, as said prohibited
investment activities are defined by P.L. 2012, c. 25. I know the financial affairs of and am authorized to
make this statement on behalf said bidder, contractor or vendor. I am aware that if the foregoing
statements made by me are willfully false, I am subject to punishment.

Subscribed and sworn to

before me this day

Signature

_____, 20____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

6.13 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: TOWNSHIP OF CRANFORD

I, _____, am the

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

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

At all times during the performance of the collection contract, I agree to commit, for use only in the Township of Cranford, 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 Cranford is not feasible, that the Township of Cranford will not be responsible for disposal costs for waste generated outside the Township of Cranford.

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 Cranford to damages arising therefrom.

Name of Firm or Individual

Title

Signature

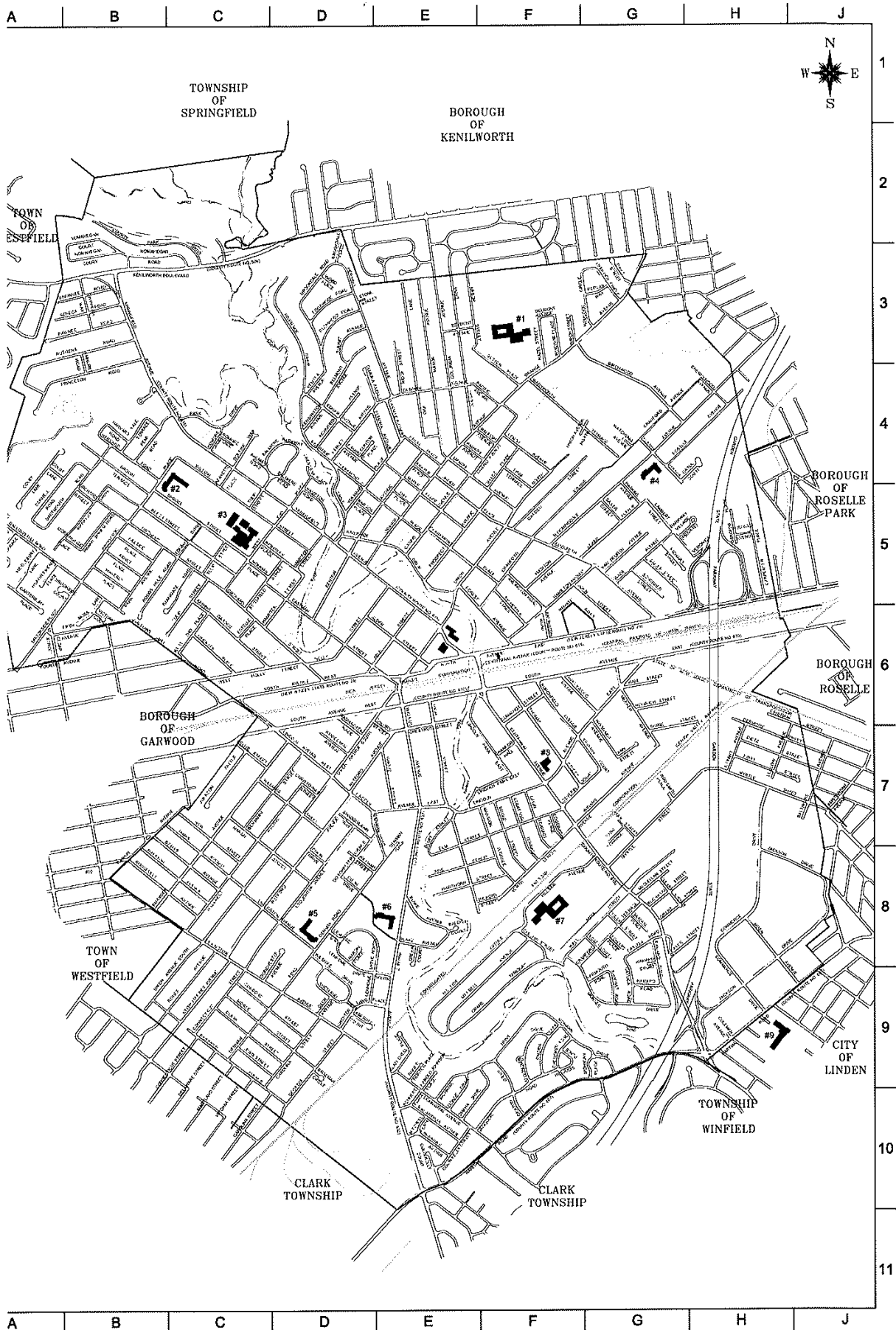
Date

Subscribed and sworn to before me this

_____ day of _____ 2021.

Notary Public of

My Commission expires _____, 20____.



EXISTING ROADWAY MAP

OCTOBER 21, 2009