

CONTRACT SPECIFICATIONS

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PURCHASE OF SOLID WASTE COLLECTION SERVICES

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Township of Cranford  
Union County, New Jersey

March 2020

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

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

**NOTICE OF  
REQUEST FOR SEALED BIDS  
FOR  
GARBAGE REMOVAL SERVICE FOR  
MUNICIPAL BUILDINGS AND GROUNDS**

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, May 27<sup>th</sup>, 2020 at 10:00 a.m., or as soon thereafter as the matter may be heard, and publicly opened with the contents of same publicly announced for:

**Purchase of Garbage Removal Service for  
Municipal Buildings and Grounds**

Bid packages may be obtained at the Township Clerk's Office, (908) 709-7210, 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.

Proposals shall be enclosed in opaque sealed envelopes, plainly marked, "**Purchase of Garbage Removal Service for Municipal Buildings and Grounds**" and shall show the name and address of the bidder. Bids may be forwarded by certified mail. 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 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](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](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 new 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.

- 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 contacting the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts at (609) 292-5473.

Sincerely,

Michael DeTalvo, Supervisor  
Economic Regulation Unit

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**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 solid waste collection and disposal services for a period of three (3) years to commence on July 1<sup>st</sup>, 2020 and ending on June 30<sup>th</sup>, 2023, 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, May 27<sup>th</sup>, 2020 at 10:00 a.m. Bids must be delivered by hand or by mail to the Township Clerk no later than 10:00 a.m. Wednesday, May 27<sup>th</sup>, 2020. 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;
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 one-year 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 proposes to accept bids for garbage removal service at Municipal buildings and litter receptacles. 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**

**TABLE 1**

**MUNICIPAL PUBLIC BUILDINGS AND GROUNDS AND LITTER RECEPTACLES SERVICE**

**PART 1: MUNICIPAL PUBLIC BUILDINGS AND GROUNDS**

Contractor shall collect, remove and dispose of all solid waste generated by municipal public buildings and grounds as follows:

Location/Address	Frequency of Collection	Container Qty & Type CY=Cubic Yards
1. Municipal Building 8 Springfield Avenue	3 per-week	(1) 3 CY dumpster
2. Fire Headquarters 7 Springfield Avenue	3 per-week	(6) Standard 20/gal cans
3. Community Center 220 Walnut Avenue	2 per -week	(1) 2 CY dumpster
4. Roundhouse (DPW) 364 North Avenue East	3 per-week	(1) 4 CY dumpster
5. Library 224 Walnut Avenue	2 per-week	(1) 2 CY dumpster
6. Conservation Center 210 Birchwood Avenue	1 per-week	(1) 2 CY dumpster
7. Indoor/Outdoor Pool 401 Centennial Avenue	2 per-week	(1) 4 CY dumpster
8. Outdoor Pool 1025 Orange Avenue	2 per-week May to September	(2) 2 CY dumpsters
9. Municipal Parking Garage South Avenue	3 per-week	(8) 32 gal. containers



**PART 2: MUNICIPAL LITTER RECEPTALES & RECYCLING/LITTER RECEPTACLES**

Contractor shall collect, remove and dispose of all solid waste generated by litter receptacles.

Contractor shall collect, remove, separate and transport to Cranford Conservation Center all recyclables generated by recycling/litter receptacles which shall be serviced three (3) times per week. The Township reserves the right to change receptacle size, type, number and location when deemed necessary and in the best interest of the public or proprietors.

<b>LITTER RECEPTACLES/NORTHSIDE</b>					
<b>ADDRESS</b>	<b>REC</b>	<b>BASKET</b>	<b>32 GAL/CONT.</b>	<b>20 GAL/METAL</b>	<b>SS GAL/DRUM</b>
Adams Avenue Field		2	7		1
Wells Fargo: N. Union & North Ave.			1		
Mr. Wraps: 12 N. Union Ave.			1		
Baron's Drugs: 34 Eastman St.			1		
Bell's Drugs: 17 N. Union Ave.			1		
Fire Me Up Studio: 117 N. Union Ave.			1		
Diamond Cleaners: 100 Miln St.			2		
Bloomington School: Bloomington Ave.			1		
Crane Park: Springfield Ave. 17 North Ave:			2		
Gourmet Deli: 41 Alden St.			1		
Eastman Plaza/Clock	1		1		
Crown Bank: 2 North Ave.			1		
Firehouse Parking Lot 1: Gas Pump			1		
Vacant Bldgs.: 27 North Ave. East			1		
Hampton Park: Hampton St.			2		
Hanson Park/House: Springfield Ave.			1		
Dream Kitchens: 102 North Union Ave.			1		

<b>LITTER RECEPTACLES/NORTHSIDE</b>					
<b>ADDRESS</b>	<b>REC</b>	<b>BASKET</b>	<b>32 GAL/CONT.</b>	<b>20 GAL/METAL</b>	<b>SS GAL/DRUM</b>
Cranford High School: West End Pl: FRONT			4		
Cranford High School: Spruce Street-SIDE			1		
Sofi's Salon: 2 Eastman St.			1		
Baron's Drugs: 102 Miln St.			1		
Parking Lot 7: Miln Street/Pay Station			7		
Mane Event Salon: 107 North Union Ave.			1		
Center Point Bldg.: 108 North Union Ave.			1		
Ambeli Restaurant: 27 North Union Ave.			1		
Mayor's Park: Springfield Ave.			1		
McConnell Park: Eastman Street			1		
Memorial Park: Springfield Ave.			3		
Il Giardino & Giggles: 100-102 Miln Street			2		
Mosquito Commission: 326 North Ave. East			1		
Bus Stop: 119 North Ave. West			1		
Catering: 104 North Union Ave.			1		
Brick Bldg.: 29 Alden Street			1		
Post Office Plaza: triangle			2		
Verizon Bldg.: 30 Alden Street			1		
Puff n Stuff: 21 North Ave.			1		
Cake Artist Café: 8 Eastman St.			1		
Springfield Ave/Riverside Bridge			1		
Tennis Courts: Springfield Ave.			2		
Vacant Bldg.: 20 North Ave. East			1		
Hunan Wok: 39 North Ave. East			1		
Taxi Stand/RR Station			1		
Vanilla Bean Ice Cream: 32 North Ave. West			1		
Anthem: 100 North Union Ave.			1		

<b>LITTER RECEPTACLES/NORTHSIDE</b>					
<b>ADDRESS</b>	<b>REC</b>	<b>BASKET</b>	<b>32 GAL/CONT.</b>	<b>20 GAL/METAL</b>	<b>SS GAL/DRUM</b>
Warner Plaza: corner of North Ave.			1		
110 North Ave. West/near Orchard			1		
Avenue East: 18 North Union Ave.			1		
Corner North Union & Alden Street			1		
North Union Underpass/South by Clock			1		
Eastman Street South Underpass to South Ave			2		
Roosevelt Park: Orange Ave.			3		
<b>TOTALS: NORTHSIDE</b>	<b>1</b>	<b>2</b>	<b>78</b>		<b>1</b>
<b>LITTER RECEPTACLES/SOUTHSIDE</b>					
<b>ADDRESS</b>	<b>REC</b>	<b>BASKET</b>	<b>32 GAL/CONT.</b>	<b>20 GAL/METAL</b>	<b>SS GAL/DRUM</b>
Scaturro's Pizza: 1210 Raritan Rd.			1		
Krausz's: 1208 Raritan Rd.			1		
Buchanan Street Playground			3		
Calabria Pizza: 208 Centennial Ave.			1		
100 Steps: 215 Centennial Ave.			1		
224 Centennial Ave.			1		
302 Centennial Ave.			1		
Lincoln School: Centennial & Lincoln Ave.			2		
Insurance Co: 108 Walnut Ave.			1		
Cranford Crossing Parking Garage:			8		
Cranford Crossing Parking Garage: Entrance			1		
Cranford Hotel: 1 South Union Ave.			1		
Wells Fargo Bank: 2 South Ave.			1		
1 Walnut Ave.			1		
Triestina, 515 Centennial Ave.			1		
High & Chestnut St. Parking Lot 6			1		
High & Hickory Street			1		

**LITTER RECEPTACLES/SOUTHSIDE**

<b>ADDRESS</b>	<b>REC</b>	<b>BASKET</b>	<b>32 GAL/CONT.</b>	<b>20 GAL/METAL</b>	<b>SS GAL/DRUM</b>
Tennis Courts: Hillside Ave.			1		
105 Walnut Ave.			1		
Johnson Avenue Park			2		
Lincoln Park: Lincoln Avenue			4		
Cranford Crossings, South & South Union			2		
South Avenue Parking Lot 4: Train Station			2		
111 South Ave. East			1		
126 South Ave. East			1		
2 South Ave. West			1		
Mr. J's Deli: 15 Walnut Ave.			1		
Vacant Bldg: 104 South Ave.			1		
Railroad Overpass: South Ave.			1		
South & Centennial Bus Stop			2		
Sunoco Bus Stop: 51 South Ave. West			1		
Parking Lot: 216 Centennial Ave.			1		
Centennial Ave. [near 408]			1		
Wells Fargo Bank: 100 South Ave. East			1		
Sherman Park: Lincoln Ave. & Grove St.			3		
Train Station: South			2		
Dollar General: 7 South Ave.			2		
Walnut Avenue: Underpass	1		3		
High Street & South Bus Stops: East & West			2		
Butcher Block: 209 Centennial Ave.			1		
Chan's Kitchen: 216 Centennial Ave.			1		
334 Centennial/Winans/North Lehigh			1		
Jeff's: 336 Centennial Ave.			1		
Centennial Underpass			1		
Riverfront: South Ave.			7		

<b>TOTAL: SOUTHSIDE</b>	<b>1</b>		<b>75</b>		
<b>TOTAL: NORTHSIDE</b>	<b>1</b>	<b>2</b>	<b>78</b>		<b>1</b>
<b>TOTALS:</b>	<b>2</b>	<b>2</b>	<b>153</b>		<b>1</b>

**5.2. COLLECTION SCHEDULE**

A. All municipal buildings shall be serviced 1-3 times per week, according to the attached Table 1. However, the pickup schedule must be no more often than every other day. Litter receptacles shall be serviced three (3) times per week. Bidder shall submit with his bid his suggested pick up schedule for each location, specifying the approximate hour and days of the week for each location.

B. When a collection day falls on New Year's, Christmas, Thanksgiving, the Fourth of July, Memorial Day, Labor Day or any other legal holiday on which the laborers of the Contractor are not scheduled to work, the collection scheduled for any such day shall be made on the day next succeeding such holiday. No collections shall be allowed on Sunday.

**5.3. DUMPSTER (CONTAINER) STANDARDS**

Contractor will be responsible for supplying the needed dumpsters (or other such suitable containers acceptable to the Township) for each municipal building, the cost of which shall be included with contractor's bid. All containers will have lids for health and environmental protection. All parts of the containers must be kept in good condition and appearance by the contractor. All containers not meeting this requirement will be called to the attention of the contractor and deficiencies will be corrected by the contractor within 14 days of notification by the Township. The location of containers at each site shall be mutually agreed upon by the contractor and the Township.

**5.4. RECYCLING RECEPTACLES**

There are currently (8) litter receptacles specifically designed to capture recyclable cans, bottles, and newspapers (See Table 1) in the downtown shopping district. All bidders are required to bid an annual price for three (3) times per week servicing of these containers. All recyclables collected from these receptacles shall be transported to the Cranford Conservation Center (210 Birchwood Avenue, Cranford) and properly separated. Any contaminants will be disposed of as garbage. The Township claims ownership of said recyclables.

**5.5. 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.

**5.6. ILLEGAL DUMPING**

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

**5.7. 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.

**5.8. 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.

**5.9. 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.

**5.10. 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.

**5.11. 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.

**5.12. 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.

**5.13. 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.

**5.14. 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 of 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).

**5.15. 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.

**5.16. 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.

**5.17. 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.

**5.17. 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.

**5.18. 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**

- Pb 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. *page 30*
- Pb 6.3. Consent of surety *pg. 32*
- Pb 6.4. Mandatory Equal Employment Opportunity Language *pg. 36*
- Pb 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. *attached*
- Pb 6.6. Stockholder statement of ownership. *pg. 38*
- Pb 6.7. Non-collusion affidavit. *pg. 41*
- Pb 6.8. Statement of bidder's qualifications, experience and financial ability. *pg. 42*
- Pb 6.9. Proposal. *pg. 48*
- Pb 6.10. New Jersey Business Registration Certificate. *pg. 49*
- Pb 6.11. Bid Addenda Form *pg. 49*
- Pb 6.12. Disclosure of Investment Activities in Iran Form *pg. 50*
- Pb 6.13. Electronic Form (CD, thumb drive or other electronic copy) *attached*

Giordano Company Inc.

President

**Name of Firm or Individual**

**Title**

*Patsy Giordano*

May 27, 2020

**Signature**

**Date**

**6.2**    **BID GUARANTY**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
GIORDANO COMPANY, INC. \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ Bondex Insurance Company \_\_\_\_\_, as Surety, are hereby held and  
firmly bound unto \_\_\_\_\_ Township of Cranford \_\_\_\_\_

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

Signed this 27th day of May, 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 \_\_\_\_\_  
Request for Sealed Bids for Garbage Removal Service for Municipal Buildings and Grounds

NOW, THEREFORE,

\* not to exceed Twenty Thousand and 00/100 Dollars (10% not to exceed \$20,000)

- 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:

  
\_\_\_\_\_

GIORDANO COMPANY, INC.  
  
\_\_\_\_\_  
Principal (L.S.)

WITNESS/ATTEST:

  
\_\_\_\_\_  
Ciro Sylvestro, Witness as to Surety

Bondex Insurance Company (L.S.)  
\_\_\_\_\_  
Surety

By:   
\_\_\_\_\_  
Jaclyn Murphy, Attorney in Fact

### 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 \_\_\_\_\_  
Bondex Insurance Company  
30A Vreeland Road, Florham Park, NJ 07932

a corporation organized and existing under the laws of the State of New Jersey 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 GIORDANO COMPANY, INC.  
142 Frelinghuysen Avenue  
Newark, NJ 07114

hereinafter called the Contractor, for \_\_\_\_\_  
Request for Sealed Bids for Garbage Removal Service for Municipal Buildings and Grounds

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 27th day of May, 2020.

Bondex Insurance Company  
By:   
Jaclyn Murphy, Attorney-in-Fact





**BONDEX INSURANCE COMPANY**  
**Statutory Financial Statement**  
**December 31, 2019**

**ASSETS**

Bonds	\$ 2,584,172
Stocks	\$ 958,961
Cash	\$ 7,579,213
Interest due and accrued	\$ 24,441
Uncollected premiums & agents' balances	\$ 1,701,495
Net deferred taxes	\$ 63,585
Net tax asset	
Fixed Assets	
Federal Tax Asset	\$ (158,711)
Other assets	\$ 106,164
<b>Total Assets</b>	<b><u><u>\$ 12,859,320</u></u></b>

**LIABILITIES & POLICYHOLDERS' SURPLUS**

**Liabilities**

Loss & Loss Adjustment Expenses	\$ 543,474
Commissions Payable	\$ 504,342
Other Expenses (excluding taxes)	\$ 154,636
Unearned premium	\$ 2,382,030
Taxes, Licenses & Fees	\$ 6,373
Amounts withheld for others	\$ -
Ceded Reinsurance Payable	\$ (141)
Aggregate Write-ins for liabilities	\$ 4,640,577
<b>Total Liabilities</b>	<b><u><u>\$ 8,231,291</u></u></b>

**Surplus**

Surplus	
Common Stock	\$ 1,000,000
Unassigned surplus	\$ 2,078,028
Gross paid-in and contributed surplus	\$ 1,550,000
<b>Total Surplus</b>	<b><u><u>\$ 4,628,028</u></u></b>
<b>Total Liabilities &amp; Policyholders' Surplus</b>	<b><u><u>\$ 12,859,319</u></u></b>

I, Philip S. Tobey, President of Bondex Insurance Company, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31st, 2019 to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Florham Park, New Jersey this 8th day of April, 2020.




**This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.**  
**POWER OF ATTORNEY**  
**Bondex Insurance Company**

BOND #: BID

**KNOW ALL MEN BY THESE PRESENTS:**

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: **Claudia Pereira, Brenda Turiello, Jaclyn Murphy, and Antonina Baguley** its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00).....

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

- \*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*
- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
  - 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

*"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"*

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.



**BONDEX INSURANCE COMPANY**

BY [Signature]  
Philip S. Tobey, President

State of New Jersey  
County of Morris ss.

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



**CAROL DeCAPUA**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 6/2/2022

BY [Signature]  
Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 27<sup>th</sup> day of MAY, 2020.



BY [Signature]  
Maureen Cupo, Secretary

**Warning: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties**


## **IMPORTANT NOTICE**

- **The Consent of Surety form 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.**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF New Jersey ) ss:  
COUNTY Essex )

On the 27th day of May in the year 2020,  
Before me personally came Patsy Giordano to me known, who, being by me duly sworn,  
did depose and say that (s) he resides at 39 Brookside Dr. Warren NJ 07059, that (s) he is the  
President of  
GIORDANO COMPANY, INC., the corporation described in and which executed the  
above instrument; and that (s) he signed her/his name thereto by order of the Board of Directors of said corporation.

**CLAUDIA L. SORIANO**  
NOTARY PUBLIC OF NEW JERSEY  
My commission expires: Comm. # 50061405  
My Commission Expires 5/26/2022  Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_,  
Before me personally came \_\_\_\_\_ to me known and known to me to be a member  
of the firm \_\_\_\_\_, described in and who executed the  
foregoing instrument; and (s) he duly acknowledged to me that (s) he executed the same for and in behalf of said  
firm for the uses and purpose mentioned therein.

My commission expires: \_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_,  
Before me personally came \_\_\_\_\_ to me known and known to me to be the  
person described in and who executed the foregoing instrument and (s) he duly acknowledged that (s) he executed  
the same.

My commission expires: \_\_\_\_\_  
Notary Public

**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

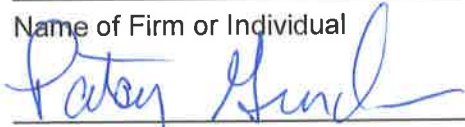
Certificate of Employee Information Report

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.

Giordano Company Inc. \_\_\_\_\_

Name of Firm or Individual



Signature

President \_\_\_\_\_

Title

May 27, 2020 \_\_\_\_\_

Date



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

Name: Giordano Company Inc.

Complete Address: 142-156 Frelinghuysen Avenue Newark NJ 07114

Telephone Number: 973-242-2250

Certificate Number: 07046004

Date: May 27, 2020

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

**6.6 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:** Giordano Company Inc.

**Organization Address:** 142-156 Frelinghuysen Avenue Newark NJ 07114

**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
Patsy Giordano (100%)	39 Brookside Drive Warren NJ 07059

**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.**

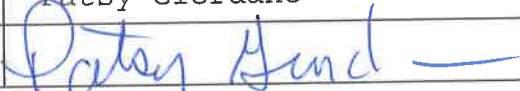
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**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):	Patsy Giordano	Title:	President
Signature:			Date: May 27, 2020

**6.7: NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF Essex } s.s.: Township of Cranford

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

I am employed by the firm of Giordano Company Inc., the bidder submitting the Bid Proposal for the above named project, in the capacity of President, 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 Giordano Company Inc..

<u>Giordano Company Inc.</u>	<u>President</u>
<b>Name of Firm or Individual</b>	<b>Title</b>
<u>Patsy Giordano</u>	<u>May 27, 2020</u>
<b>Signature</b>	<b>Date</b>

Subscribed and sworn to before me this

27 day of May 2020.

Notary Public of New Jersey

My Commission expires 5/26, 2022  
**CLAUDIA L. SORIANO** 41  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 50061405**  
**My Commission Expires 5/26/2022**



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

**AFFIDAVIT**

STATE OF NEW JERSEY

}

COUNTY OF

}

s.s.: Township of Cranford

I, Patsy Giordano am the President (OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER) of the Giordano Co. (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 Giordano Company Inc. 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.

Giordano Company Inc.

President

**Name of Firm or Individual**

**Title**

*Patsy Giordano*

May 27, 2020

**Signature**

**Date**

Subscribed and sworn to before me this 27th day of May 2020.

*[Handwritten Signature]*

**CLAUDIA L. SORIANO**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50061405  
My Commission Expires 5/26/2022

Notary Public of New Jersey  
My Commission expires 5/26, 2022.

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

## QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the 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?

53 Years

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

None

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.

No

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.

No

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.

Please see the attached Schedule (A)

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.

Please see the attached Schedule (A)

- (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.

Please see the attached Schedule (B)

8. Where can this equipment described above be inspected?

142-156 Frelinghuysen Avenue Newark NJ 07114



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.

None leased, all owned

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.

Own all of the equipment on Schedule B

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.

142 Frelinghuysen Avenue Newark NJ 07114

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

Crown Bank 76 Pulaski St Newark NJ 07105

Merrill Lynch 2200 Fletcher Avenue 4th Floor Fort Lee 07024

Valley National Bank -1632 Morris Avenue Union NJ 07083

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. Please see attached.

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.

Yes Please see attached

16. Additional helpful remarks or comments.

**6.9    PROPOSAL**

**TOWNSHIP OF CRANFORD  
CRANFORD, NJ**

**FORM  
FOR  
BID PROPOSAL**

DATE: May 27, 2020

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

Proposal of Giordano Company Inc. (hereinafter called, "Bidder"), a corporation of the State of New Jersey, a partnership, an individual doing business as Giordano Company Inc. (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 Solid Waste Collection Services, 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  
GARBAGE REMOVAL SERVICE  
FOR MUNICIPAL BUILDINGS AND GROUNDS**

**STANDARD SERVICE: MUNICIPAL BUILDINGS AND LITTER RECEPTACLES  
(NO RECYCLING)**

YEAR 1- (July 1, 2020 – June 30, 2021) (Numbers)      \$ 58,140.00

YEAR 2- (July 1, 2021 – June 30, 2022) (Numbers)      \$ 59,300.00

YEAR 3- (July 1, 2022 – June 30, 2023) (Numbers)      \$ 60,400.00

**TOTAL 3 YEAR BID PRICE-** (Numbers)      \$ 177,840.00

(In Words) ONE HUNDRED SEVENTY SEVEN THOUSAND, EIGHT HUNDRED FORTY DOLLARS & ZERO CENTS

**CONTRACT EXTENSION PRICING:**

YEAR 4- (July 1, 2023 – Jun3 30, 2024) (Numbers)      \$ 65,000.00

(In Words) SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS

YEAR 5- (July 1, 2024 – June 30, 2025) (Numbers)      \$ 67,000.00

(In Words) SIXTY SEVEN THOUSAND DOLLARS AND ZERO CENTS

**6.10 Addendums**

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

<u>Addendum No.</u>	<u>Date</u>
_____	_____
<u>None</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.

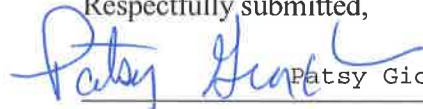
The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of the bid date.

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,

  
\_\_\_\_\_ Patsy Giordano

By Giordano Company Inc.

\_\_\_\_\_  
(Seal) if Bidder is a  
corporation

142 Frelinghuysen Avenue Newark NJ 07114  
(Address)

**State of New Jersey**  
**Division of Purchase and Property**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Solicitation Number:** \_\_\_\_\_ **Bidder/Offeror:** Giordano Company Inc.

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 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 bid/renew:**

- 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 Division of Purchase and Property 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**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):** Patsy Giordano **Signature:** 

**Title:** President **Date:** May 27, 2020

**6.11    DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**6.12 VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF Essex } SS: TOWNSHIP OF CRANFORD

I, Patsy Giordano, am the President

of the Giordano Company Inc., 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 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 container herein shall be cause for breach of contract and will entitle the Township of Cranford to damages arising therefrom.

Patsy Giordano, Giordano Company Inc. President

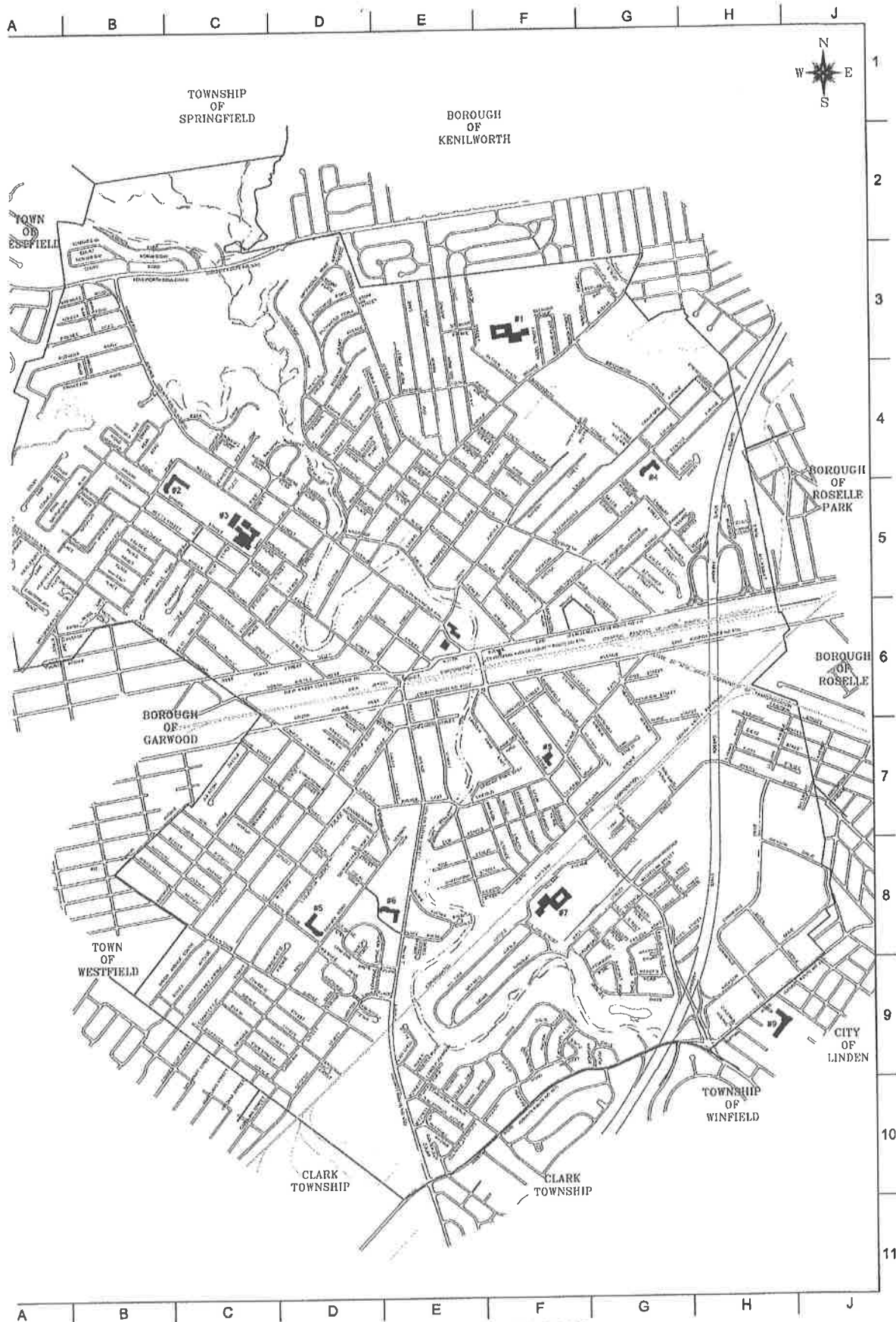
Name of Firm or Individual	Title
<u>Patsy Giordano</u>	President
Signature	Date

Subscribed and sworn to before me this  
27th day of May 2020.

Gloria L. Soriano  
CLAUDIA L. SORIANO  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50061405  
My Commission Expires 5/26/2022

Notary Public of New Jersey  
My Commission expires 5/26, 2022





**EXISTING ROADWAY MAP**

OCTOBER 21, 2008

# GIORDANO

## COMPANIES

*Container & Recycling Services*

142-156 Frelinghuysen Avenue Newark, NJ 07114  
www.gogreengiordano.com

### DOCUMENTS ATTACHED

- BUSINESS REGISTRATION CERTIFICATE ATTACHED
- CERTIFICATE OF INCORPORATION PAPERS
- CERTIFICATE OF WORKER'S COMP AND LIABILITY INSURANCE
- EMPLOYEE INFORMATION REPORT
- EQUIPMENT CERTIFICATION LIST ATTACHED ALL COMPANY OWNED EQUIPMENT NO LEASES
- EXPERIENCE STATEMENT OF TOWNSHIPS SERVICED WITHIN PAST 5 YEARS
- FINANCIAL STATEMENT ATTACHED GIORDANO COMPANIES
- GIORDANO COMPANY ABOUT US/OWNERSHIP OF COMPANIES
- NJDEP CERTIFICATE OF PUBLIC NECESSITY AND CONVEINENCE ATTACHED, NJDEP SOLID WASTE TRANSPORTER LISCENCE ALSO ATTACHED
- NJDEP REGISTRATION NUMBER FOR GIORDANO COMPANY- 07847 (SEE ATTACHED DOCUMENTS- NJDEP SOLID WASTE TRANSPORTER LISCENCE)
- STATE OF NEW JERSEY PUBLIC WORKS CONTRACTOR CERTIFICATE
- SUPERVISORS ASSIGNED TO THIS WORK
  - JOSEPH CIARRICCO, ROUTE SUPERVISOR- 973-789-1121
  - MICHAEL ZAKREWSKI, OPERATIONS MGR- 973-766-3467

**CONTAINER SERVICES**  
**1 TO 40 YARDS**

Tel: 800.216.2250 • Fax: 973.242.3120

**COMPLETE RECYCLING**  
**SERVICES**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GIORDANO COMPANY. INC.

**Trade Name:**

**Address:** 142-156 FRELINGHUYSEN AVE  
NEWARK, NJ 07114-1633

**Certificate Number:** 1093976

**Effective Date:**

**Date of Issuance:** November 06, 2016

**For Office Use Only:**

20161106102248164

**CERTIFICATE OF AMENDMENT TO THE  
CERTIFICATE OF INCORPORATION OF  
GIORDANO CO.**

To: Secretary of State  
State of New Jersey

Pursuant to the provision of Section 14A:9-1(2)(A) and Section 14A:9-4(3), Corporations. General of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the Corporation is GIORDANO CO.
2. The Corporation Number is 4146830000
3. The following amendment to the Certificate of Incorporation was approved by the director and thereafter duly adopted by the shareholder of the Corporation on the 21<sup>st</sup> day of September, 2016:

RESOLVED, that Article 1 of the Certificate of Incorporation  
be amended to the read as follows:

The name of the Corporation is hereby amended to read as

**GIORDANO COMPANY, INC.**

4. The number of shares outstanding at the time of the adoption of the amendment was 100. The total number of shares entitled to vote there on was 100.
5. The number of shares voting for and against such amendment is as follows:

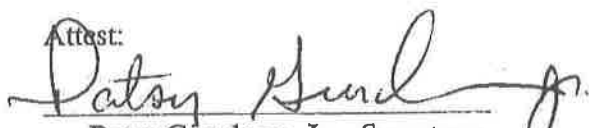
Number of Shares Voting  
For Amendment

100

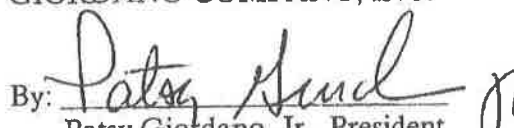
Number of Shares Voting  
Against Amendment

0

Dated this 29th day of September, 2016.

Attest:  
  
Patsy Giordano, Jr., Secretary.

GIORDANO COMPANY, INC.

By:   
Patsy Giordano, Jr., President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SB One Insurance Agency Inc 96 US Highway 206 PO Box 4 Augusta NJ 07822	CONTACT NAME: Samantha Hinton	FAX (A/C, No): (973) 579-0111	
	PHONE (A/C, No, Ext): (973) 579-6776	E-MAIL ADDRESS: shinton@SBOneInsurance.com	
INSURED Giordano Company, Inc. & G & F Recycling & Salvage, Inc. 142-156 Frelinghuysen Avenue Newark NJ 07114	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: StarStone National Insurance Company		25496
	INSURER C: Tokio Marine Specialty Insurance Company		23850
	INSURER D:		
INSURER E:			
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 2019-2020

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000066642191	06/24/2019	06/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Included PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000199044191	06/24/2019	06/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000337185191	06/24/2019	06/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	T10190880	04/03/2019	04/03/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability 10 MIL XS OVER LEAD 5MIL			PUB681758	06/24/2019	06/24/2020	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Recycling Plant / Garbage & Container Service--  
Certificate Holder is included as an Additional Insured to the above captioned General Liability, Business Auto, and Umbrella Policies on a primary and non-contributory basis for work the insured is performing provided a written contract exists requiring such a status. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies to the above policies except for Workers Compensation

**CERTIFICATE HOLDER****CANCELLATION**

Township of Cranford 8 Springfield Avenue  Cranford NJ 07016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Additional Named Insureds

### Other Named Insureds

151-153 Avenue F, LLC	Limited Liability Company, Additional Named Insured
G & F Recycling & Salvage, Inc.	Corporation, Additional Named Insured
Preferred Equipment and Maintenance Corp	Corporation, Additional Named Insured
Preferred Maintenance & Equipment Inc	Corporation, Additional Named Insured

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

Certification 33544

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2017** to **15-FEB-2024**

GIORDANO COMPANY, INC.  
142 - 156 FRELLINGHUYSEN AVE.  
NEWARK NJ 07114



*Ford M. Scudder*  
FORD M. SCUDDER  
State Treasurer

EQUIPMENT CERTIFICATION FORM FOR NJCC-396197460071142

GIORDANO-CO.-2020 NJDEP#7847-SW#470-USDOT491118

SCHEDULE-(B)

CO.-TRUCK#	MAKE	DESCRIPTION	MODEL	GWV	YEAR	PLATES #	NJ.-CODE	VEHICLE ID #	MV-EXPIRES	2019 NJDEP	NJDEP EXP	Ins. Date	CONDITION
VAN	CHEVY	CHEVY-VAN	1500	9900	2009	XDV-Z61	11	1GBHG31K991175438	03/31/20	NA	-	06/24/20	GOOD
F250	F250	FORD	F250	10,000	2012	XX1-14V	11	1FT7X2BTXCEA52675	02/28/20	NA	-	06/24/20	EXCELLENT
PICK-UP 3	DODGE	PICK UP	RAM-2500	9000	2007	XAW-C36	11	3D7KS28A07G800790	08/01/20	NA	-	06/24/20	GOOD
3-R/O	MACK	ROLL-OFF	RD-688SX	60,000	1993	XBT-P14	39	2M2P268C7PC015992	06/30/20	03080	06/30/21	06/24/20	GOOD
7-R/O	MACK	ROLL-OFF	RD-688SX	70,000	1997	XDM-S93	11	1M2P268C6VM032537	07/31/20	03089	06/30/21	06/24/20	GOOD
11-F-E	MACK	40YD-F/L-BODY	MR688	60,000	1995	XAW-X85	39	1M2K195C3SM006203	12/31/20	03090	06/30/21	06/24/20	FAIR
14-R/O	MACK	ROLL-OFF	GU-713	60,000	2012	XY7-23E	39	1M2AX09C1CM011711	01/31/21	03085	06/30/21	06/24/20	NEW
15-R/O	MACK	ROLL-OFF	GU-713	60,000	2016	XFA-J29	39	1M2AX07C2GM025061	06/01/20	03074	06/30/21	06/24/20	NEW
16-R/O	MACK	ROLL-OFF	GU-713	60,000	2020	XJKL43	39	1M2GR3GC4LM017754	03/31/2021	021016	06/30/21	06/24/20	NEW
29-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2005	XAW-W39	39	1M2K189C05M028622	10/31/20	03078	06/30/21	06/24/20	GOOD
30-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2005	XAW-W40	39	1M2K189C45M028624	10/31/20	NA	-	06/24/20	GOOD
31-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2007	XBT-P13	39	1M2K7189C57M034757	06/30/20	NA	-	06/24/20	GOOD
32-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2007	XBT-R15	39	1M2K189C77M034758	07/31/20	03076	06/30/21	06/24/20	GOOD
33-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2007	XBK-A72	39	1M2K189C47M037990	04/30/21	03082	06/30/21	06/24/20	GOOD
34-R/L	MACK	32-YD.-McNeilus	MR688S	60,000	2007	XBK-A71	39	1M2K189C67M037991	04/30/21	03081	06/30/21	06/24/20	GOOD
42-R/L	MACK	32-YD.-McNeilus	MRU-613	60,000	2011	XAW-Z62	39	1M2AV02C7BM007094	02/28/21	03087	06/30/21	06/24/20	GOOD
43-R/L	ISUZU-NPR	6-YD.-Rear-Load	NPR	14,500	2007	XY2-67V	11	JALE5B16577300090	12/31/20	03086	06/30/21	06/24/20	GOOD
44-MSV	ISUZU	MOBILE-SERVICE	NPR-HD	14,500	2007	XAV-Y42	11	JALC4B16577003105	04/20/21	NA	-	06/24/20	EXCELLENT
45-R/L	MACK	31-YD.-Leach-2R2	LE-613	60,000	2004	XCL-J80	39	1M2AC07CX4M009424	12/31/20	NA	-	06/24/20	GOOD
46-R/L	MACK	28-YD.-McNeilus	MRU-613	60,000	2013	XAW-X28	39	1M2AV17C9DM010421	11/01/20	03084	06/30/21	06/24/20	GOOD
47-R/L	MACK	28-YD.-McNeilus	MRU-613	60,000	2013	XAW-X27	39	1M2AV17C0DM010422	11/01/20	03083	06/30/21	06/24/20	GOOD
48-R/L	ISUZU-NRR	8YD.-RL-NEWAY	NRR	19,500	2010	XAW-W41	11	JALE5W167A7300798	10/31/20	03079	06/30/21	06/24/20	GOOD
49-F/L	MACK	40YD-F/L-BODY	MR688S	60,000	2004	XCL-H69	39	1M2K189C54M023673	10/31/20	03077	06/30/21	06/24/20	GOOD
55-R/L	MACK	32-YD.-McNeilus	MRU-613	60,000	2016	XDW-D57	39	1M2AV04C4GM015495	07/31/20	03075	06/30/21	06/24/20	EXCELLENT
56-R/L	MACK	32-YD.-McNeilus	MRU-613	60,000	2018	XGG-V46	39	1M2AV04CX1M018361	04/01/21	03073	06/30/21	06/24/20	EXCELLENT
57-R/L	MACK	32-YD.-McNeilus	MRU-613	60,000	2018	XGG-V45	39	1M2AV04C5JM018364	04/01/21	03072	06/30/21	06/24/20	EXCELLENT





SCHEDULE - A

EXPERIENCE STATEMENT - CONTRACT

Public Contracts	Administrator	E-Mail	Phone	Street Address	Billing Address	Contract-PO-No.	Start Date	End Date	Contract-\$
NJ TRANSIT RAIL OPERATIONS	John Paul Mouta	jmouta@njtransit.com	973-491-7590	1 Penn Plaza	Newark, NJ 07102	03-329	08/01/03	CONTRACT YR. EXT	\$331,638.99
NJT IRONBOUND GARAGE	Sam Loyal	sloyal@njtransit.com	973-491-7590	877 Wilson Avenue	Newark, NJ 07105	08-333-(3)	07/01/08	CONTRACT YR. EXT	\$223,200.00
PORT AUTHORITY OF NY & NJ MARINE TERMINAL	Tom Siano	Siano, Thomas <tsianojr@panynj.gov>	732-215-8421	260 Kellogg Street	Newark, NJ, 07114	4500066916	10/29/18	10/29/20	\$447,018.00
SCOTCH PLAINS-BOE	Anthony Miranda	amiranda@spk12.org	908-322-6700	Evergreen Avenue	Scotch Plains, NJ 07076	12-01113	10/01/17	09/30/20	\$353,459.53
Veterans Affairs NJ Health Care System	Tom Geene	geenet@prosourcenow.com	817-377-5826	385 Tremont Ave	East Orange, NJ 07018	0001:	03/01/16	03/01/21	\$966,296.00
Veterans Affairs NJ Health Care System	Vince Smith	smithv@prosourcenow.com	201-492-2563	151 Knollcroft Road	Lyons, NJ 07939	0002:	03/01/16	03/01/21	\$966,296.00
Universal APIM Terminals Maersk	Denise Palaski	Denise.C.Palaski@apmterminals.com	(908) 568-6317	5080 McClester Street	Port Elizabeth, NJ	PO#3185384	01/01/14	CONTRACT YR. EXT	
Newark Public Schools #8666	William Hardway	whardaway@nps.k12.nj.us	973-424-4400	190 Muhammad Ali Avenue	Newark, NJ 07102	Roll Off Container Service	05/22/19	05/21/20	\$379,075.00
Township Of Berkeley Heights	Liza Viana	Liza Viana <liviana@bhtwp.com>	908-464-2700	29 Park Avenue	Berkeley Heights NJ 07822	Curbside Recycling	01/01/19	12/31/20	\$255,000.00
Township of Cranford	Erik Hastrup	DPW <DPW@cranfordnj.org>	908-709-7299	8 Springfield Ave	Cranford NJ 07016	Garbage	04/01/18	03/31/20	\$16,430.88
Township of Cranford	Erik Hastrup	DPW <DPW@cranfordnj.org>	908-709-7299	8 Springfield Ave	Cranford NJ 07016	Curbside Recycling	9/31/15	10/20/20	\$778,000.00
Borough of Kenilworth	Kerry Senica	kdpw@verizon.net	908-276-9090	567 Boulevard	Kenilworth NJ 07033	Curbside Recycling	07/03/17	06/30/22	\$436,500.00
Township of Millburn	Jim Distanto	jdistanto@millburntwp.org	973-564-7060	345 Essex Street	Millburn, NJ 07041	Curbside Recycling & Solid Waste Service	03/01/17	12/31/20	\$2,524,400.00
Borough Of New Providence	Jim Johnston	jjohnston@newprov.org	908-665-9250	350 Elkwood Avenue	New Providence NJ 07974	Curbside Recycling	01/01/19	12/31/20	\$285,000.00
Township of Scotch Plains	Frank Dinizio	fdinizo@scotchplainsnj.com	908-322-6700	430 Park Avenue	Scotch Plains, NJ 07076	Curbside Recycling	03/30/17	03/30/22	\$1,057,294.40
Township of Springfield	Robert Boettcher	robert.boettcher@springfield-nj.us	973-812-2225	100 Mountain Avenue	Springfield, NJ 07081	Curbside Recycling	01/01/13	12/31/20	\$2,721,040.00
City of Summit	Paul Cascats	pcascats@cityofsummit.org	908-273-6404	513 Springfield Avenue	Summit New Jersey 07902	Marketing of SS Recy	11/01/13	12/31/20	FORMULA BASED
Township of Winfield	Jane Pianas	pianas@winfield-nj.org	908-925-3850	12 Gulfstream Ave.	Winfield NJ 07035	Curbside Recycling	10/01/05	10/01/20	\$93,300.00
Township of Westfield	Kris McAloon	engineer@westfieldnj.gov	908-789-4100	425 E. Broad St.	Westfield, NJ 07090	Curbside Recycling	01/01/19	12/31/20	\$607,000.00
Township Of South Orange	Ellen Foye Maligneri	<ellen@southorange.org>	973-378-7741	101 South Orange Ave.	South Orange, NJ 07079	Curbside Recycling	04/01/13	12/31/20	\$374,400.00
Township of Maplewood	Cesar Riccardi	CRICCARDI@TWP.MAPLEWOOD.NJ.US	973-762-1175	574 Valley St	Maplewood NJ 07040	Marketing of SS Recy	01/01/19	12/31/20	FORMULA BASED



## **Giordano Companies Background Information**

**Officer: Patsy Giordano, President, Tiffanie Nyzio, Operations Mgr.**

For forty seven years, Giordano Companies has provided solid waste and recycling collection, processing and marketing services for over 13 New Jersey municipalities with approximately 225,000 New Jersey residents. Giordano currently holds contracts for curbside recycling collection with municipalities in Essex County including:(South Orange and Millburn ) as well as Union County (Berkeley Heights, Cranford, New Providence, Scotch Plains, Springfield, Westfield, and Winfield Park).

Our recycling facility is located at 142-156 Frelinghuysen Avenue in Newark New Jersey, where we maintain our processing facilities and equipment which includes vehicles and containers. We are conveniently located near all major highways in the City of Newark, just three miles to NY/NJ ports. Our recycling plant processes approximately 2,000 tons of recyclable materials per month. Our facility employs over twenty five Newark residents. In addition, Giordano Companies provides a monthly host community fee to the City of Newark.

In addition, Tiffanie Nyzio, our Operation Manager also provides recycling educational services to many of the municipalities we service as well as our commercial customers. These educational services include recycling plant tours, on-site interactive recycling presentations, and recycling incentive programs. We are committed to the recycling educational of our youth to reduce landfill waste and create a better tomorrow!

### **Our trucks meet the most stringent emissions standards:**

- Environmental Protection Agency 2010 compliant
- Clean-idle certified
- State of the Art Safety Standards including GPS tracking system and back up alarm and camera systems

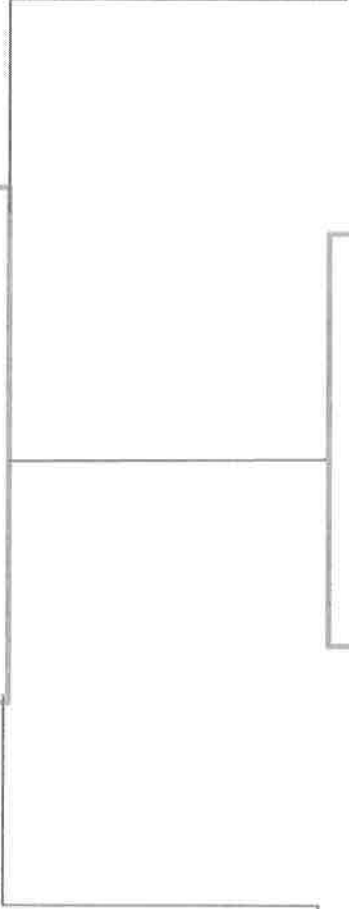
Other commercial customers include New Jersey Transit, Rutgers, The Port Authority of New York and New Jersey and APM terminals, where we service them for waste collection and removal as well as recycling services. Our customers are serviced adequately and collection cycles are best to meet our customers' demands. Personal and courteous services are always a priority. Our President, Patsy Giordano is committed to excellence in service to ALL of our customers!

**PATSY GIORDANO**  
100% OWNERSHIP ALL AFFILIATE  
COMPANIES

**G&F RECYCLING**  
FEID# 22-265-3295  
100% OWNERSHIP

**GIORDANO CO.**  
FEID# 22-185-3733  
100% OWNERSHIP

**PREFERRED MAINTENANCE  
& EQUIPMENT CO. INC.**  
FEID# 22-317-6347  
100% OWNERSHIP





## State of New Jersey

Christine Todd Whitman  
Governor

Department of Environmental Protection

Robert C. Shinn, Jr.  
Commissioner

Mr. Pasquale Giordano  
Giordano Company, Inc.  
142 Frelinghuysen Avenue  
Newark, New Jersey 07114

NOV 17 2000

CERTIFIED MAIL P839145272  
RETURN RECEIPT REQUESTED

RE: Solid Waste Transporter License  
N.J.S.A. 13:1E-126 et seq.

Dear Mr. Giordano:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection.

Based on our review of the aforementioned investigative report, the Department is hereby issuing a Solid Waste Transporter License to:

**GIORDANO COMPANY, INC.**

Please be advised that the license hereby issued is a "conditional" license which is modified by the terms and conditions as specified on the attached document as they have been put forth by the Attorney General's Office. Failure to meet the specified conditions will result in the revocation of this license.

This letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

Having "Grandfathered" status you should be aware that you may be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to the Bureau of Solid Waste Regulation at (609) 984-2080. As you know, any transportation equipment must be registered prior to commencing operations. Questions regarding equipment registration should be directed to the Bureau of Hazardous waste Regulations at (609) 292-7081.

Sincerely

*Norine Binder*

Norine Binder, Chief  
Bureau of Hazardous Waste Regulation

LC: 00/Giordano-S,Gr,Cndl:lc

Attachment:

c: Harley Williams, D.A.G.  
Mike DeTalvo

New Jersey is an Equal Opportunity Employer  
Recycled Paper

**JOHN A. GONNELLA**  
COUNSELLOR AT LAW  
287 BLOOMFIELD AVENUE  
CALDWELL NEW JERSEY 07008

(973) 926-0027  
FAX (973) 403-1743  
jagonnlaw@juno.com

November 2, 2009

Mr. Michael De Talvo, Supervisor  
Bureau of Solid Waste Regulation  
Division of Solid & Hazardous Waste  
N.J. Department of Environmental Protection  
DEP Building, West Wing  
401 East State Street, 4<sup>th</sup> Floor  
Trenton, New Jersey 08625

Re: **Giordano Co. - S.W. # 470**

Dear Mr. DeTalvo:

Please issue an updated Certificate of Public Convenience and Necessity for Giordano Co., S.W. # 470, to replace the CPCN issued on September 14, 1973 that reflects the prior location address of this Company. The updated Certificate should reflect this Company's current address as 142 Frelinghuysen Avenue, Newark, New Jersey, 07114.

A copy of the current CPCN for this Company is enclosed for your reference.

Very truly yours,

  
JOHN A. GONNELLA

JAG:dj  
enc.

via FAX 609-292-3991

This Certificate is  
Non-Transferable



CERTIFIED TO BE A TRUE COPY

X

JON S. CORZINE  
Governor

Mark N. Mauriello  
Acting Commissioner

State of New Jersey  
Department of Environmental Protection  
Division of County Environmental & Waste Enforcement  
Office of Local Environmental Management  
9 Ewing Street, 1st Floor  
P.O. Box 422  
Trenton, New Jersey 08625  
Telephone (609) 984-2080  
Fax (609) 292-3991

CERTIFICATE  
Of  
PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: GIORDANO COMPANY, INC.

STREET ADDRESS  
142 FRELINGHUYSEN AVENUE  
NEWARK, NEW JERSEY 07114

MAILING ADDRESS  
142 FRELINGHUYSEN AVENUE  
NEWARK, NEW JERSEY 07114

SW NUMBER: SW0470

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS  
DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. 712R-213

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN  
COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF  
N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL  
CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO  
N.J.S.A. 48:13A-9 ET SEQ.

Date of Issue: 1/5/10

John A. Castner, P.E., Director  
County Environmental and Waste Enforcement

CERTIFIED TO BE A TRUE COPY

*[Signature]*  
No. SW. 470

This Certificate is  
Non-Transferable.

State of New Jersey

DEPARTMENT OF PUBLIC UTILITIES  
BOARD OF  
PUBLIC UTILITY COMMISSIONERS

CERTIFICATE  
OF  
PUBLIC CONVENIENCE AND NECESSITY

Hereby issued to:

NAME DECELANO CO.

ADDRESS 14 MITCHELL STREET, BELLEVILLE, NEW JERSEY 07109

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN  
N.J.S.A. 48:18A-1 ET SEQ. AND N.J.S.A. 13:12-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

N.J.S.W.M. CERTIFICATE NO. 070/6004

THE AUTHORITY GRANTED HEREIN SHALL NOT BE USED TO COLLECT AND APPLY  
FEE IN THE APPLICATION AND TRAFFIC IN DOCKET NO. 7128-213  
AND IS SUBJECT TO THE ATTACHED MEMORANDUM WHICH IS MADE PART HEREOF BY THE  
REFERENCE.

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL  
OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER  
THE PROVISIONS OF N.J.S.A. 48:18A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ.  
AND FAILURE SO TO DO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR  
SUSPENSION, CHANGE OR REVOCATION, PURSUANT TO N.J.S.A. 48:1-1 ET SEQ.

Date of Issue September 14, 1973

BOARD OF PUBLIC UTILITY COMMISSIONERS

*[Signature]*  
Secretary

Not valid without this Seal

Certificate Number  
674734

Registration Date: 12/14/2019  
Expiration Date: 12/13/2021



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Giordano Company Inc.**  
**2019**

**Responsible Representative(s):**  
Patsy Giordano, President

A handwritten signature in cursive script, appearing to read "R. Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.