

THE TOWNSHIP OF MANALAPAN

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE**

BID # 20-06

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Manalapan is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of 3 years (three), to commence on April 4, 2021 and ending on April 3, 2024 with the option of two one year renewals for 2025 and 2026 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

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

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Purchasing Agent at 120 Route 522, Manalapan, N J 07726 on FRIDAY, DECEMBER 4, 2020 at 11:00 a.m. Bids must be delivered by hand or by mail to the Township Clerk no later than 10:45 a.m. 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:

- a. 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;
- b. Questionnaire setting forth experience and qualifications;
- c.. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10%

of the total amount of the bid proposal, not to exceed \$20,000; payable to the Township of Manalapan;

- d. Non-collusion affidavit;
- e. Stockholder statement of ownership;
- f. Certificate of surety; and
- g. Bid Proposal.
- h. Disclosure of Investments Activities in Iran
- j. Acknowledgement of Addenda

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"Designated collected recyclable material" means aluminum, glass, newspapers, tin and bi-metal cans, #1 and 2 plastics and cardboard.

"Designated collected solid waste" means solid waste types 10 and 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Monmouth County Solid Waste Management Plan for use by the Township of Manalapan:

Monmouth County Reclamation Center, Tinton Falls, NJ (732) 918-0142.

"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.S.A. 40A:11-2.

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

New Years Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the Asbury Park Press.

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

"Service Area" means the geographic area in the attached map.

"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.

SUPPLEMENTAL DEFINITIONS

Ashes: are the residue or products of burning of any combustible material or substance burned for heating and shall also include soot.

Bulk Items: shall mean large items of garbage, trash, debris and refuse such as sofas (including sleeper sofas) and other large items of furniture, mattresses, fiber glass bathtubs, sinks and shower stalls, windows, carpet and pool liners. Bulk items not to exceed 150 pounds.

Debris: is defined as follows:

Wallpaper, sheetrock, untreated lumber, linoleum, wood cabinets, and wooden countertops. Items must not exceed four containers and not exceed 50 lbs. per container. Loose debris will not be picked up.

Brush must be properly contained or tied securely in bundles not more than four (4) feet in length, nor weighing more than 50 lbs. Each bundle shall count as one (1) container. Brush will be collected on the second collection of each week.

Yard and garden debris includes hedge clippings, small bushes and shrubs. Must be properly contained.

Garbage, Trash and Refuse: When used hereafter, jointly or severally shall mean kitchen waste, food waste, including condemned foods, animal or vegetable matter, offal, decaying and decomposing matter, waste paper and products, rags, non-recyclable glass and plastics, Christmas trees (as is), old household items, junk and small quantities of material from minor repairs of homes that would otherwise be unacceptable.

Non-collectables: Except as otherwise stated herein, acceptable refuse shall not include the following:

- Metal appliances or other bulk metal items larger than one cubic foot and/or five pounds.
- Computers, computer monitors and related electronics hardware
- Television sets
- Paint, chemicals, pesticides, herbicides
- Compact fluorescent bulbs
- No treated lumber
- Construction debris
- Concrete, asphalt, brick, block, stones and earth
- Hazardous and infectious wastes
- Industrial refuse
- Junk cars, boats, etc., and major parts thereof
- Trees, other than Christmas trees
- Tires
- Grass clippings and leaves
- Waste unacceptable to disposal facility designated by the Township in accordance with the county's approved solid waste disposal plan
- Items required by law to be recycled

Excess waste: Residents must make private arrangements for the removal of garbage exceeding the amount limits of collection.

Hazardous waste: Those refuse components which are by nature pathological, explosive, highly flammable, radioactive or toxic and present a hazard to the safety of the general public and collectors.

Infectious waste: Any single-use article, body organ or part, animal carcass or other item requiring disposal, which result from or were in contact with persons or animals suspected or diagnosed as being or having been exposed to contagious disease organisms. These wastes must be handled separately from other refuse to prevent the transmission of communicable disease.

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 Manalapan in the advertisement for bids.

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

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above;
and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Township of Manalapan may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Township of Manalapan shall not award the contract based on the bid price for separate options.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and

N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Manalapan in the amount of 10% of the highest aggregate three 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 Manalapan.

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 of Manalapan.

3.4. "OR EQUAL" SUBSTITUTIONS

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

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 Manalapan 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 Governing Body of the Township of Manalapan 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 of Manalapan's decision.

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

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3. RESPONSIBLE BIDDER

The Township of Manalapan shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 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 each year of the contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond within five days of the award of bid to the Township Clerk's office, 120 Route 522, Manalapan, NJ 07726. The performance bond for each succeeding year shall be delivered to the Township of Manalapan with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. Failure to provide the required one year performance bond at the time and place specified by the Township of Manalapan shall be cause for assessment of damages as a result thereof in accordance with Section C below. In the event that the successful bidder fails to provide said performance bond, the Township of Manalapan 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. 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 of Manalapan 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 Manalapan 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.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication

of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Township of Manalapan will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Township of Manalapan may not award a contract until all tabulations are complete.

4.8. ACKNOWLEDGEMENT OF ADDENDA

Any addendum issued shall become an integral part of this bid package. The Acknowledgement of Addenda form shall be signed and submitted as part of this bid package if such addenda is issued.

4.9. BUSINESS REGISTRATION CERTIFICATE

Pursuant to P.L.2004, c. 5.7, beginning September 1, 2004 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration at the time the contract is awarded. The Business Registration Certificate is not required to be submitted with the bid. It will be required prior to award of contract.

4.10 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township of Manalapan harmless.

4.11 WAGE RECORD KEEPING – EMPLOYEE WAGE REPORTING

Pursuant to P.L.2009, c.88, N.J.S.A. 34:11-68, the contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable

materials, 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 to be 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 five years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Township of Manalapan, awarding the contract, any other party to the contract, and the commissioner.
2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Township of Manalapan 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 120 Route 522, Manalapan, NJ 07726.

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

5. WORK SPECIFICATIONS – Below describes current collection option for Solid Waste and Recyclable Materials. The Township of Manalapan is including options for different collection schedules for Solid Waste on attached Proposal Pages.

5.1 SOLID WASTE COLLECTION AND DISPOSAL

- A. The contractor is to provide for the curbside collection and disposal of ashes, garbage, rubbish, debris, and bulk refuse. The contractor will be responsible for payment of tipping fees to the landfill, and will be reimbursed by the Township for such tipping fees based upon the submission of tonnage slips furnished by the landfill and certified as accurate by the contractor.
- B. The contractor will be prohibited from mixing any commercial waste or waste from locations outside the Township with the Township's solid waste, without supplying the certified weight slips as specified in section 4.6, vehicle dedication affidavit.
- C. There are approximately 14,281 residential units effective December 2019 for curbside collection.
- D. 1. In addition the contractor shall provide and empty approximately (20) 2 - yard containers and (5) 3 – yard containers in Covered Bridge I. The contractor shall also empty approximately 1,140 standard garbage containers located between 20' and 40' off the curb line from the residential condominiums known as Covered Bridge I. The contractor shall provide two (2) 30 yard container for bulk to be emptied (TWICE PER WEEK).
2. The contractor shall provide and empty approximately (25) 2- yard containers Covered Bridge II.
3. The contractor shall provide and empty FOUR (4) 4 - yard containers with sliding doors in Towne Pointe
4. The contractor shall provide and empty TWENTY (20) 3 – yard containers in Knob Hill
5. The contractor will supply and empty TWO (2) 6 –yard containers in The Willows at Manalapan.
- E. The contractor shall also provide and empty five (5) six yard dumpsters one (1) from the rear of the Municipal Building, three (3) from Manalapan Recreation Complex, one (1) at the Community Services Building on Route 33 and one (1) 2 yard container behind the Manalapan Police Department. These dumpsters will be picked up on the regularly scheduled collection days. One (1) 30 – yard roll off container at the rear of the Public Works Yard to be picked up within 24 hours of notification that same is full. **Frequency of collection A-E is specified on proposal pages.**
- F. All ashes, garbage, rubbish, debris and bulk refuse collected shall be disposed at the landfill designated by the Township. The present location is the Monmouth County Reclamation Center.
- G. Collections are to be made with as little disturbance as possible without unnecessary noise, and the collection workers are to use courtesy and proper conduct in their relationship with residents and the general public. Every trash receptacle shall be entirely emptied and carefully returned to the location from which it was taken, in original upright position.
- H. If the bidders are to use a collection plan other than the one currently in use, the bidder shall furnish a detailed plan of operation with their bid. It shall describe the routes to be established and contain details about

servicing schedules, equipment to be used, and alternate procedures to be followed in case of severe weather or equipment failures.

I. The contractor shall arrange to make regular collections notwithstanding streets which may be closed or obstructed for repairs or otherwise.

J. The contractor shall not deviate in any manner from the approved schedule. Should the contractor wish to alter the routes and/or collection schedule in any way, he must first receive the approval of the Township. This approval will be in writing only. Any and all changes must then be advertised in the local newspapers and notification will be mailed to all township residents at contractor expense.

K. Collection shall be made with a minimum of noise and traffic delay, and all receptacles and containers shall be handled as carefully and quietly as possible. It is the responsibility of the contractor to replace any receptacle damaged by hauler with one of equal value.

L. When the contractor finds that a household is not adhering to the Township's trash ordinance or policies, the Contractor shall not pick up the items, immediately notify the Township, and provide, in writing, the address of the household and a brief description of the violation. It shall be the responsibility of the Township to contact the resident and notify him of the violation and handle enforcement.

M. Township Regulations require that all receptacles must be standard metal or plastic receptacles, equipped with two carrying handles, not more than 64 gallons in size, or 50 pounds in weight when filled. Said containers shall not be filled within 2 inches from the top to prevent spillage. Plastic bags can be used but shall not exceed 50 pounds or whatever weight the bag(s) can hold without breaking when handled, whichever weight is less. Plastic bags shall be securely closed. The said receptacles are not to be supplied by contractor. Pick up per unit is limited to FOUR (4) containers of acceptable refuse, garbage or debris each collection and two (2) large bulky items at the last collection of the month.

N. In the event of extreme hazardous weather conditions, such as severe ice storms, blizzards, etc., the contractor shall contact the designated Township official who shall determine whether or not it would be in the best interest of the community if collection service were suspended for that day. In the event the designated Township official determines that collection service should be suspended, the contractor agrees to immediately cease collection. Work shall resume within twenty-four (24) hours pursuant to the regular garbage collection schedule. Contractor labor strikes will not be an acceptable reason to cancel collection.

O. The contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private property or public street, during the course of collections. Any materials so spilled shall be immediately broomed up, and the premises, building or streets left in a clean condition. No ashes, garbage, rubbish or refuse shall be left by the contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, ashes, rubbish or refuse falls from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Failure to do so will be considered a violation of the specifications and the contractor shall pay the amount of liquidated damages hereinafter specified.

****Bulk Collection shall be made on the last scheduled collection day of the month. BULK COLLECTION WILL INCLUDE CARPET PICKUP.**

Carpeting must be properly contained or tied securely in bundles not more than four (4) feet in length, nor weighing more than 50 lbs. Each bundle shall count as one (1) container.

5.2 WORK SPECIFICATIONS: RECYCLING COLLECTION AND DISPOSAL

A. The contractor is to provide curbside and bulk container recycling collection and disposal of the following materials:

1. Aluminum - The term "aluminum" includes used beverage cans manufactured from aluminum only.
2. Glass - The term "glass" includes all products such as bottles, jars and other similar containers made from silica or sand, soda ash and limestone; the product being transparent or translucent and being used for packaging or bottling of various materials. Blue or flat glass, commonly known as window glass, is specifically excluded from collection.
3. Newspapers - The term "newspapers" includes newsprint and those printed materials contained in a newspaper and clean mixed paper.
4. Tin and bi-metal cans - The term "tin and bi-metal cans" as used herein includes all disposable containers made of tin, steel, or a combination of metals including containers commonly used for the storage of food products.
5. Plastics - The term "plastics" as used herein includes milk jugs, soda, detergent and water bottles not exceeding one gallon.
6. Cardboard - The term "cardboard" includes corrugated brown cardboard.
7. Single-stream recycling - The term "single-stream recycling" refers to a system in which all paper fibers and containers are mixed together in a collection truck, instead of being sorted into separate commodities (newspaper, cardboard, plastic, glass, etc.) by the resident and handled separately throughout the collection process. In single-stream, both the collection and processing systems must be designed to handle this fully commingled mixture of recyclables.

B. The contractor shall pick up single-streamed recyclables at curbside. There are approximately 14,281 residential units in Manalapan effective December 2019 for curbside collection. In addition the following condominium units will be serviced as follows:

1. Covered Bridge I will be provided with 3 - 30 yard containers by the contractor that must be picked up within 24 hours of notification that same are full.
2. Covered Bridge II will be provided with 56 - 96 gallon totes that will be supplied by the Township that must be emptied on standard recycling schedule.
3. Towne Pointe Condominiums will be provided with FOUR (4) 4-yard containers by the contractor that must be emptied on standard recycling schedule.

4. Knob Hill Development will be provided with 38 – 2 yard containers by the contractor that must be emptied on standard recycling schedule.

5. The Willows at Manalapan will be provided with TWO (2) 6-yard containers that must be emptied on a standard recycling schedule.

C. The Contractor shall also provide and empty 4 - 4 yard dumpsters for recyclables: one at the rear of the Municipal building, one at the Community Services Building and two at Manalapan Recreation Complex. Three (3) 30 yard roll-off containers to be located at the Public Works Recycling Facility. These dumpsters will be picked up within 24 hours of notification that same are full.

D. The contractor shall not be required to collect any items other than those mentioned above or recyclables contaminated with dirt, miscellaneous garbage or materials that would make them unmarketable. The contractor shall tag each container with non-recyclable materials with a notice of non-compliance and leave it at the curbside. The notice of non-compliance mentioned above will indicate that the container has non-recyclable material and that collection of same is a violation of the contract terms of the recycling contractor. Finally, the tag will supply the telephone number to call the Township recycling coordinator for further information.

E. Township regulations require recycling containers to be placed at curbside in rigid plastic or metal containers which when filled do not exceed 35 lbs. Plastic bags shall not be used. Newspapers shall be properly secured into stacks no more than 12" high. **Frequency of collection A-E is specified on proposal pages.**

F. The contractor shall have adequate equipment and personnel to guarantee safe, prompt and efficient collection service. Collections are to be made with as little disturbance as possible without unnecessary noise, and the collection workers are to use courtesy and proper conduct in their relationship with residents and the general public. Every recycling container shall be entirely emptied and carefully returned to the location from which it was taken, in original upright position.

G. If the bidders are to use a collection plan other than the one currently in use, the bidder shall furnish a detailed plan of operation with their bid. It shall describe the routes to be established and contain details about servicing schedules, equipment to be used, and alternate procedures to be followed in case of severe weather or equipment failures.

H. The contractor shall arrange to make regular collections notwithstanding streets which may be closed or obstructed for repairs or otherwise.

I. The contractor shall not deviate in any manner from the approved schedule. Should the contractor wish to alter the routes and/or collection schedule in any way, he must first receive the approval of the Township. This approval will be in writing only. Any and all changes must then be advertised in the local newspapers and notification will be mailed to all township residents at contractor expense.

J. Collection shall be made with a minimum of noise and traffic delay, and all receptacles and containers shall be handled as carefully and quietly as possible. Receptacles must be replaced on the curbside in an upright position. It is the responsibility of the contractor to replace any receptacle damaged by them, with one of equal value.

K. In the event of extreme hazardous weather conditions, such as severe ice storms, blizzards, etc., the contractor shall contact the designated Township official who shall determine whether or not it would be in the best interest of the community if collection service were suspended for that day. In the event the designated Township official determines that collection service should be suspended, the contractor agrees to immediately cease collection. Work shall resume within twenty-four (24) hours pursuant to the regular collection schedule. Contractor labor strikes will not be an acceptable reason to cancel or alter the normal collection schedule.

L. The contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private property or public street, during the course of collections. Any materials spilled including but not limited to paint and any other liquids that may stain the roadway shall be immediately and properly cleaned, and the premises, building or streets left in a clean condition. No recyclable material shall be left by the contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any recyclable material falls from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Failure to do so will be considered a violation of the specifications and the contractor shall pay the amount of liquidated damages hereinafter specified.

M. All recyclable materials are to be disposed of at locations approved by the N.J. Dept. of Environmental Protection and/or the Monmouth County Solid Waste Plan and documentation of marketing locations provided to the Township of Manalapan. All locations to be approved by the Township of Manalapan.

N. The contractor shall provide to the Township every month a report on the total tonnage of recyclable materials collected including the disposal location and company name. Tonnage data shall be based upon weight from company scales or scales at the disposal location. If the vehicle contains recyclable material from the Township of Manalapan and other locations, the contractor may estimate the amount of such material from the Township provided that this is indicated in the monthly report. In addition to tonnage data, the contractor must provide a statement indicating the monthly value per ton and/or cost per ton for all recyclable materials (newspaper and comingled) remarketed by the contractor for each month. Failure to supply this monthly report may delay the issuance of the monthly payment for recycling collections.

5.3. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 a.m. and 6:00 p.m. No collection may be performed on Sundays. The contractor may commence work at 6:00 a.m. as long as contractor performs with minimal noise.

B. The following legal holidays are exempted from the waste collection schedule:

New Year's Day, Thanksgiving Day and Christmas Day; however, collections will resume on the next scheduled collection day.

C. Any collection missed because of a holiday shall be made up on the first Saturday following the holiday.

D. In no event will there be less than one collection during any week.

5.4. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Manalapan shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at Monmouth County Reclamation Center, Tinton Falls, NJ (732) 918-0142.

B. The Township of Manalapan reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Monmouth County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Township of Manalapan will assume all additional costs or benefits that are associated with such designation.

5.5. VEHICLES AND EQUIPMENT

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

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

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

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.

E. Bidders shall include in their response a list of all vehicles retrofit or exempt under the Diesel Retrofit Law, and a copy of the compliance form issued pursuant to N.J.A.C. 7:27-32.20 (Diesel Retrofit Law-Issuance and Completion of Compliance Forms) for each vehicle to be used in performing the terms of this contract. The contractor shall ensure at all times that any vehicle used in execution of this contract is in compliance with the Diesel Retrofit Law (N.J.S.A. 26:2C-8) and inspection requirements and idling limits set forth at N.J.A.C. 7:27-14. Bidders shall provide training for all vehicle drivers on the idling limits.

5.6. NAME ON VEHICLES

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

5.7. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township of Manalapan 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 7:00 a.m. and 5:00 p.m. The Township of Manalapan shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Manalapan.

5.8. FAILURE TO COLLECT

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

5.9. COMPLAINTS

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

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

Township of Manalapan

5.10. SOLICITATION OF GRATUITIES

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

5.11. INVOICE AND PAYMENT PROCEDURE

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

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Manalapan 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 Manalapan for reimbursement.

B. The Township of Manalapan shall pay all invoices within 60 days of receipt according to P.L.2018 c.127 effective February 1, 2019. The Township of Manalapan will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Manalapan shall have 60 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 Manalapan 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 Manalapan 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 Manalapan will pay the costs of disposal, the disposal facility shall bill the Township of Manalapan directly for all costs (including taxes and surcharges).

5.12. COMPETENCE OF EMPLOYEES

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

5.13. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes. The supervisor must be available to the Township of Manalapan via telephone between 7:00 a.m. and 5:00 p.m. The supervisor must maintain radio or telephone contact with each truck being used for collection. Any communication between the Township of Manalapan and the contractor shall be through the supervisor.

5.14. INSURANCE REQUIREMENTS

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

5.15. CERTIFICATES

Upon notification by the Township of Manalapan, the lowest responsible bidder shall supply to the

Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township of Manalapan from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Manalapan 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.

5.17 LIQUIDATED DAMAGES

In order to offset the cost to the Township of Manalapan for providing alternate service in the event of nonperformance of this contract and to ensure the performance of this contract which is vital to the public health and welfare of the TOWNSHIP OF MANALAPAN, the following stipulated liquidated damages may be assessed by the governing body after notice and the opportunity of the contractor to be heard on the incident(s) of nonperformance.

For failure to make any collection on any collection day, the contractor shall pay the TOWNSHIP OF MANALAPAN two thousand five hundred (\$2,500) for each day in which non-collection takes place plus the sum of five hundred dollars (\$500) per day for each vehicle hired or used for the purpose of performing the collection service which the contractor has failed to perform and also plus the sum of eighty-five (\$85.00) per day for each person assigned to the performance of this service.

For failure to make substantial collection on any one collection day, the contractor shall pay the sum of one thousand dollars (\$1000.00) for each day in which the failure continues plus the sum of five hundred dollars (\$500.00) per day for each vehicle hired or used for the purpose of performing the collection services which the contractor has failed to perform and also plus the sum of eighty-five dollars (\$85.00) per day for each person assigned to the performance of this service.

The contractor shall be deemed to have failed to make substantial collection herein above provided when he shall have failed to collect and remove at least seventy five percent (75%) of the route ordinarily and normally collected on each collection day.

For failure to collect solid waste or recyclables in accordance with the contract and specifications herein of any location entitled to such collection or for failure to properly return containers to the curb, ten dollars (\$10.00) for each such failure.

For failure to clean up immediately spillage from the contractor's vehicles, or resulting from the

collection, carting or loading of solid waste or recyclable materials, one hundred dollars (\$100.00) for each such failure.

For failure to investigate a complaint within 24 hours forwarded to the contractor by the TOWNSHIP OF MANALAPAN, twenty-five dollars (\$25.00) for each violation.

For failure to maintain telephone service properly attended during the required hours as provided in the specifications, twenty-five dollars (\$25.00) for each such violation.

For using vehicles and equipment which are not in good repair and which the contractor has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written directive to repair as required for the purpose of maintaining adequate and sanitary collection service and pursuant to the within specifications, the sum of two hundred dollars (\$200.00) per day for each vehicle or piece of equipment used in violation of the directive.

In the event the contractor shall fail to furnish the necessary equipment and personnel and/or there are repeated and continued violations on the part of the contractor which shall constitute bad and unsatisfactory performance so that the public shall fail to receive regular and proper recycling collection, the governing body may, on three days notice to the contractor and surety, by registered mail, abrogate and cancel this contract by resolution declaring that the public health and welfare is impaired by the service of the contractor. In such instance, contractor shall be liable for any increase cost or expense incurred for the collection of all recycling material and the disposal thereof, for the balance of the contract term. The contractor and his surety shall continue to be liable for any increase and additional cost above the contract price for the balance

5.18 SPECIFICATIONS PERTAINING TO OPTION FOUR(4)

Contractor should take notice that this section pertains to the supplying/use of automated trucks and toter system.

Contractor should take notice that this section is for single family curbside pickup only. Contractor will also be collecting and supplying all dumpsters for communities and Municipal Facilities as required in section 5.1 and 5.2.

The Contractor shall supply all necessary trucks (automated side loader) for routes throughout the Township of Manalapan.

CONTAINERS AND CONDITIONS OF COLLECTION:

A. GENERAL PROVISIONS:

1. All Carts and Containers provided by the Contractor shall conform to New Jersey Department of Environmental Protection and ANSI (American National Standards Institute) Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent as appropriate and shall be maintained as required under N.J.A.C. 7:26 et seq.
2. Rear - Load Containers are specifically prohibited under the terms of these specifications.
3. The Contractor shall provide Carts and Containers that are a uniform color as directed by the Township of Manalapan.
4. Containers shall be properly labeled as to their contents. Solid Waste Containers shall be appropriately labeled so as to limit cross contamination of recyclables and solid waste.
5. All solid waste and recycling Containers provided by the Contractor shall be new prior to being placed into service.
6. When determined as necessary by the Township, the Contractor shall be required to repaint/repair or replace Containers within seven (7) days of receiving such notice. There shall be no additional charge for this service.
7. The Contractor shall place all Containers within designated areas where required.
8. The Contractor shall provide new or additional Containers at Township locations throughout the term of the Contract as required by the Township at no additional cost to the Township.
9. The Contractor shall clean up any spillage or overflow which occurs from any Container or Cart serviced by the Contractor.
10. The Contractor is not required to render service if the presence of any interference prevents access to any Container(s) and/or poses a threat to the Contractor or the Contractor's employees or agents.
 - a. If the Contractor is unable to pick up Designated Collected Solid Waste or Designated Recyclable Materials in accordance with the

collection schedule due to a violation of the above conditions, the Township of Manalapan shall not hold the Contractor responsible.

- b. The Contractor shall contact the Director of the Department of Public Works prior to making such a determination for consultation on said matter.
- c. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, after the problem that prevented pick-up is rectified.

11. The Contractor is not required to collect Designated Collected Solid Waste that is placed outside of solid waste Containers with the exception of bulky waste as outlined herein.

12. The Contractor is not required to collect Designated Recyclable Materials that are placed outside of the recycling carts or containers.

B. CONTAINERS AND CONDITIONS OF SOLID WASTE COLLECTION

1. The Contractor shall remove all Designated Collected Solid Waste as indicated herein from solid waste Carts.
 - a. The Township of Manalapan reserves the right to modify container sizes throughout the term of this contract at all locations. When directed to do so, the Contractor shall change the containers size within thirty - (30) days of such request.

All such requests will be made in writing to the Contractor.

2. Carts under these **OPTIONS** shall be designed for the collection of solid waste. The Carts shall meet the requirements of ANSI Z245.30-2008 and ANSI Z245-60-2008 Type Bar/Grabber specifications or their latest equivalent. Any manufacturer selected must be ISO 9001 certified.
 - a. Carts shall have a capacity of 95 gallons U.S.
 - b. Carts shall be standard green.
 - c. Carts shall have the following words hot stamped on the sides including the Township Seal:

PROPERTY OF THE TOWNSHIP OF MANALAPAN
 - d. The Carts shall have the following words hot stamped on the lid of the Cart:

SOLID WASTE ONLY
 - e. Carts shall be provided with a minimum ten (10) year manufacturer warranty.
 - f. Carts shall become the property of the Township at the end of the fifth (5th) year of the Contract.
 - g. Carts shall be manufactured in the United States.
 - h. Carts shall contain a minimum of 10% Post Consumer Content.

C. CONTAINERS AND CONDITIONS OF RECYCLING COLLECTION

1. The Contractor shall be obligated to remove all Designated Collected Recyclable Materials as indicated herein from recycling Carts and Containers.
 - a. The Township of Manalapan reserves the right to modify Container sizes throughout the term of this contract at all locations. When directed to do so, the Contractor shall change the Containers size within thirty - (30) days of such request.

2. Carts under this OPTION shall be designed for the collection of recyclable materials as defined herein. The Carts shall meet the requirements of ANSI Z245.30-2008 and ANSI 2245-60-2008 Type Bar/Grabber specifications or their latest equivalent. Any manufacturer selected must be ISO 9001 certified.
 - a. Carts shall have a capacity of 95 gallons U.S.
 - b. Carts shall be standard blue.
 - c. Carts shall have the following words hot stamped on the sides including the Township Seal: **PROPERTY OF THE TOWNSHIP OF MANALAPAN**
 - d. The Carts shall have the following words hot stamped on the lid of:
SINGLE STREAM RECYCLING ONLY
 - e. Carts shall be provided with a minimum ten (10) year manufacturer warranty.
 - f. Carts shall become the property of the Township at the end of the FIFTH (5TH) year of the Contract.
 - g. Carts shall be manufactured in the United States.
 - h. Carts shall contain a minimum of 10% Post Consumer Content.

VEHICLES ANDEQUIPMENT

- A. The Bidder shall complete the Vehicle Affidavit and respond to Question #7 of the Questionnaire that requires a description of all equipment to be used in the performance of the proposed contract.
- B. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 etseq. and N.J.A.C. 7:27.32 etseq. All vehicles shall comply with the regulations of the New Jersey Department of Transportation and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the ANSI Z245.1 safety standards or the latest version thereof.
- C. All solid waste collection vehicles shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the Contract Administrator or his designee, the Contractor may employ equipment other than compaction type vehicles on streets whose dimensions or other conditions preclude the use of such vehicles. The Contractor shall specify if the vehicles are side, front, or rear-loading.
- D. All solid waste and recycling collection vehicles shall be capable of performing collection from Carts or Containers for solid waste collection, which conform to the ANSI Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent.
- E. All recycling collection vehicles shall be designed so as to protect the value of the Designated Collected Recyclable Materials.
- F. All vehicles shall be equipped with two-way communication devices or drivers with cell phones that can communicate with the Contractor's garage and supervisor, and the Director of Public Works or his designee.
- G. All designated solid waste and all designated recycling collection vehicles shall be equipped with technology that can collect data related to:
 - 1. Location of the vehicle during the work day; and
 - 2. Date and Time of Designated Collected Solid Waste or Designated Collected Recyclable Materials collection from each and every address serviced under the terms of this contract.

H. All vehicles shall be maintained in good working order and shall be constructed, used and maintained to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. All vehicles shall be clean and presentable and shall be washed prior to entry into the Township.

COLLECTION SCHEDULE FOR DESIGNATED COLLECTED SOLID WASTE COLLECTION:

A. Generally

- A. Collection shall not start earlier than 6:00 A.M.
- B. Complete all residential collections no later than 6:00 P.M.
- C. The following days and legal holidays are exempted from the waste collection and disposal schedule:

Saturdays & Sundays

Christmas Day

New Year's Day

Thanksgiving Day

All collections and disposal not made on a scheduled holiday shall be completed on the next regularly scheduled collection day.

B. DESIGNATED SOLID WASTE COLLECTION SCHEDULE

- A. The Contractor shall submit a proposed collection route(s) and schedule that allows for the collection of Designated Collected Solid Waste on a balanced schedule from throughout the Solid Waste Collection of the Township.
- B. The proposed schedule shall provide for the collection of Designated Collected Solid Waste on a one (1x) time per week schedule.
- C. The proposed schedule shall result in the complete collection of Designated Collected Solid Waste throughout the Township between Monday and Friday and shall not require collection of Designated Collected Solid Waste on a Saturday or Sunday.
- D. The Contractor shall submit to the Director of Public Works, for his approval, the schedule of collections throughout the Township showing the days when collections are to be made in each area, the hours when they are to commence and the hours when they shall be completed.
- E. Should the Contractor fail to submit a schedule that is satisfactory to the Director of Public Works, the Director of Public Works may prepare such schedule and the Contractor shall comply therewith.

F. Bulk Collection shall be made on the last scheduled collection day of the month. BULK COLLECTION WILL INCLUDE CARPET PICKUP.

Carpeting must be properly contained or tied securely in bundles not more than four (4) feet in length, nor weighing more than 50 lbs. Each bundle shall count as one (1) container.

C. DESIGNATED RECYCLING COLLECTION SCHEDULE

- A. The Contractor shall submit a proposed collection route(s) and schedule that allows for the collection of Designated Collected Recyclable Materials on a balanced schedule from throughout the Township.
- B. The proposed schedule shall provide for the collection of Designated Collected Recyclable Materials on a regular basis to be performed one (1x) time per week.
- C. The Contractor shall submit to the Director of Public Works, for his approval, the schedule of collections throughout the entire Township showing the hours when they are to commence and the hours when they shall be completed.

Should the contractor fail to submit a schedule that is satisfactory to the Director of Public Works, the Director of Public Works may prepare such schedule and the Contractor shall comply therewith.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the [CONTRACTING UNIT].
- ___ 6.5. Stockholder statement of ownership.
- ___ 6.6. Non-collusion affidavit.
- ___ 6.7. Consent of surety.
- ___ 6.8. Proposal.
- 6.9. Disclosure of Investment Activities in Iran.
- ___ 6.10 Acknowledgment of Addenda

Name of Firm or Individual

Title

Signature

Date

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

Name

Complete Address

Telephone Number

Certificate Number

Date

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

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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } SS: SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION SERVICE

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

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

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

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

4. I also understand and agree that the Township of Manalapan 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 Manalapan, 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 Manalapan with any information necessary to verify the answers given.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of My Commission expires _____, 20__.

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

QUESTIONNAIRE

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

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

1. How many years has the bidder been in business as a contractor under your present name?

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

3. Has the bidder failed to perform any contract awarded to it by the Township of Manalapan under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Manalapan in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;

 - (b) Approximate population of contracting unit;

 - (c) Term of contract from to ;

 - (d) How were materials collected?

 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;

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

6.4 BID GUARANTY

[FORM SUPPLIED BY CONTRACTOR]

6.5 **STOCKHOLDER STATEMENT OF OWNERSHIP**

[FORM SUPPLIED BY CONTRACTING UNIT ATTACHED)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } s.s.:SOLID WASTE AND RECYCLABLES
MATERIALS COLLECTION AND DISPOSAL SERVICE

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Manalapan rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

_____.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20__.

6.7 CONSENT OF SURETY

[FORM SUPPLIED BY CONTRACTING UNIT ATTACHED)

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning _____.

TOWNSHIP OF MANALAPAN

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature

Affix seal if

a corporation.

Title

6.8.1 PROPOSED OPTION #1 – Three Year Contract – April 4, 2021 – April 3, 2024

The undersigned will contract to do all the work and furnish all the materials, labor and equipment etc. necessary to carry out the intent of the specifications described. Two collections per week for refuse and one collection per week for recycling material.

SOLID WASTE AND RECYCLING

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
TOTAL \$ _____

AMOUNT WRITTEN IN WORDS

OPTION YEARS

Year 4 \$ _____
Year 5 \$ _____

NAME OF FIRM

DATE

SIGNATURE

6.8.2 PROPOSED OPTION #2 – Three Year Contract April 4, 2021 – April 3, 2024

The undersigned will contract to do all the work and furnish all the materials, labor and equipment etc. necessary to carry out the intent of the specifications described. One collection per week for curbside refuse and one collection per week for recycling material.

Please take notice that all dumpsters communities and Township facilities must be collected twice per week for solid waste and once per week for recycling.

SOLID WASTE AND RECYCLING

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
<u>TOTAL</u>	\$ _____

AMOUNT WRITTEN IN WORDS

OPTION YEARS

Year 4	\$ _____
Year 5	\$ _____

NAME OF FIRM DATE

SIGNATURE

6.8.3 **PROPOSED OPTION #3 – Three Year Contract April 4, 2021 – April 3, 2024**

The undersigned will contract to do all the work and furnish all the materials, labor and equipment etc. necessary to carry out the intent of the specifications described. One collection per week for curbside refuse and one collection every other week for recycling material.

Please take notice that all dumpsters communities and Township Facilities must be collected twice per week for solid waste and once per week for recycling.

SOLID WASTE AND RECYCLING

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

TOTAL \$ _____

AMOUNT WRITTEN IN WORDS

OPTION YEARS

Year 4 \$ _____

Year 5 \$ _____

NAME OF FIRM

DATE

SIGNATURE

6.8.4 PROPOSED OPTION #4 – Five Year Contract April 4, 2021 – April 3, 2026 – See Section 5.18

The undersigned will contract to do all the work and furnish all the materials, labor and equipment etc. necessary to carry out the intent of the specifications described. One collection per week for curbside refuse and one collection per week for recycling material.

Contractor should take notice that this proposal page pertains to the supplying/use of automated trucks and toter system.

Contractor should take notice that this section is for single family curbside pickup only. Contractor will also be collecting and supplying all dumpsters for communities and Municipal Facilities as required in section 5.1 and 5.2.

The Contractor shall supply all necessary trucks (automated side loader) for routes throughout the Township of Manalapan.

Please take notice that all dumpsters communities and Township Facilities must be collected twice per week for solid waste and once per week for recycling.

SOLID WASTE AND RECYCLING

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

TOTAL

AMOUNT WRITTEN IN WORDS

NAME OF FIRM

DATE

SIGNATURE

6.8.5.

PROPOSED DELETION ITEMS:

Please provide cost savings if the Township chooses to change the service as described in Item #1 below.

- 1. Covered Bridge I – Change in Service- Walking Route - The contractor shall no longer empty approximately 1,140 standard garbage containers located between 20’ and 40’ off the curb line from the residential condominiums known as Covered Bridge. That will be replaced with three (3) – 30 yard containers for garbage located in rear of Covered Bridge Maintenance Yard to be emptied. (TWICE PER WEEK)

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

Please provide the costs savings if the Township chooses to remove one of these items from their bid award (#2 -#5 below).

- 2. Covered Bridge I - The contractor shall provide and empty approximately (20) 2 - yard containers and (5) 3 – yard containers in Covered Bridge I The contractor shall also empty approximately 1,140 standard garbage containers located between 20’ and 40’ off the curb line from the residential condominiums known as Covered Bridge I. The contractor shall provide two (2) 30-yard container for bulk to be emptied (TWICE PER WEEK).

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

- 3. Covered Bridge II - The contractor shall provide and empty approximately (25) 2- yard containers Covered Bridge II.

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

- 4. Towne Point - The contractor shall provide and empty FOUR (4) 8 - yard containers with

sliding doors in Towne Point

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

5. Knob Hill - The contractor shall provide and empty TWENTY (20) 3 – yard containers in Knob Hill

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

6. The Willows At Manalapan - The contractor will supply and empty TWO (2) 6 –yard containers in The Willows at Manalapan.

TOTAL: \$ _____

AMOUNT WRITTEN IN WORDS

6.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[FORM SUPPLIED BY CONTRACTING UNIT]

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Name: _____

Bid Due Date: _____

Bidder: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR
- I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

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

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 and the Borough of Oakland are 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 of New Jersey and the Borough to notify the State of New Jersey and the Borough 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/or the Borough of Oakland and that the State and/or the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

6.10

TOWNSHIP OF MANALAPAN

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

**[FORM SUPPLIED BY
CONTRACTING UNIT AFTER AWARD]**

7.2. PERFORMANCE BOND

(FORM SUPPLIED BY CONTRACTOR)

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }
COLLECTION AND DISPOSAL SERVICE

SS: SOLID WASTE AND RECYCLABLE MATERIALS

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

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the TOWNSHIP OF MANALAPAN 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 Manalapan, 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 Manalapan is not feasible, that the Township of Manalapan will not be responsible for disposal costs for waste generated outside the Township of Manalapan.

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 Manalapan to damages arising therefrom.

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

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

Notary Public of _____
My Commission expires _____, 20__.

7.4. CERTIFICATE OF INSURANCE

[FORM SUPPLIED BY CONTRACTOR]

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } s.s.: **SOLID WASTE AND RECYCLABLE MATERIALS**
COLLECTION AND DISPOSAL SERVICE

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20__.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading

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

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

ATTACHMENT #2

TOWNSHIP OF MANALAPAN – DECEMBER 2019 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Residential Units 14,281
(Includes Condominiums/Apartments)

Total 14,281

Containers SEE INDIVIDUAL SPECIFICATIONS FOR NUMBER OF CONTAINERS

INSTITUTIONAL SOURCES:

Schools 0

MUNICIPAL SOURCES:

Municipal buildings 4

Total 4

Containers SEE SPECIFICATIONS FOR NUMBER OF CONTAINERS

POPULATION: 41,000 APPROXIMATELY

AREA: 32 SQUARE MILES

TONNAGE REPORT

Solid Waste:

2019 17,605

Recyclable Materials:

2019 3,366

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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