

GREEN TOWNSHIP
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Green, County of Sussex, for the following service: **CURBSIDE SOLID WASTE AND BULKY ITEMS COLLECTION AND DISPOSAL AND CURBSIDE SINGLE STREAM RECYCLING COLLECTION AND DISPOSAL FOR THE TOWNSHIP OF GREEN.**

Bids will be opened and read in public at the Green Township Municipal Building, 150 Kennedy Road, Township of Green, Sussex County, New Jersey, on **February 10, 2015**, at **10:30 a.m.**, prevailing time. The Township will award a contract based upon the bid submitted by the lowest responsible bidder.

Specifications and Forms of Bids for the approved work may be obtained by prospective bidders, during business hours, in the office of the Municipal Clerk, at the Green Township Municipal Building, Township of Green, 150 Kennedy Road, Tranquility, New Jersey 07879.

Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Township Clerk, Township of Green, 150 Kennedy Road, Tranquility, New Jersey 07879, to be accompanied by a cashier's check or bid bond made payable without condition to the Township of Green in an amount not less than 10% of the amount of the bid, but not to exceed \$20,000 as per N.J.S.A. 40A:11-21. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the **NOTICE TO BIDDERS**.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), the law against discrimination (Affirmative Action).

The Green Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders, and make an award on a lump sum basis.

Linda Peralta, Township Clerk
TOWNSHIP OF GREEN
Municipal Building
150 Kennedy Road
P.O. Box 65
Tranquility, New Jersey 07879

**TOWNSHIP OF GREEN
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE, RECYCLABLE MATERIALS,
AND BULK WASTE COLLECTION SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Green is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services, including recyclable materials and bulk waste, for a period of 2, 3, 4 or 5 years, to commence on March 1, 2015, and ending as appropriate dependent upon the option chosen by the Township of Green 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 New Jersey Herald and in the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at **February 10, 2015 at 10:30 a.m.** at the Green Township Municipal Building, 150 Kennedy Road, Tranquility, New Jersey 07879. Bids must be delivered by hand or by mail to the Municipal Clerk **no later than 10:00 a.m. on February 10, 2015.** 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 BID SUBMISSION REQUIREMENTS

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

Bid Proposal Form
Bidder's Acknowledgement of Receipt of Notices, Revisions or Addenda
Certified Copy of Bidder's Certificate of Public Convenience and Necessity and an Approval Letter Issued in Conformance with N.J.S.A. 13:1E-126
Statement of Bidder's Qualifications, Experience and Financial Ability
Questionnaire Setting Forth Bidder's Experience and Qualifications
Bid Guarantee
Non-Collusion Affidavit
Consent of Surety
Ownership Statement
Affirmative Action Questionnaire
Affirmative Action Affidavit
Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders
Vehicle Dedication Affidavit
List of Subcontractors
Disclosure of Investment Activities in Iran

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, and 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" ("recyclables") means Class A recyclable material as defined by the New Jersey Department of Environmental Protection, which material currently includes non-putrescible metal, glass, paper, plastic containers, and corrugated and other cardboard.

"Designated collected solid waste" ("DCSW") means solid waste type ID10. 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.

"Designated collected solid waste – bulk waste" ("bulk waste") means solid waste type ID13, excepting from such waste discarded automobiles, trucks, and trailers, large vehicle parts, and tires.

"Disposal facility" means those sites designated in the Sussex County Solid Waste Management Plan for use by the Township of Green: Sussex County Municipal Utilities Authority, 34 South Route 94, Lafayette, NJ 07848.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facility is closed. Bidders should check with the Sussex County Municipal Utilities Authority.

"Legal newspaper" means the New Jersey Herald.

"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 described in the map attached as Exhibit A.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Green 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 Green Township Committee 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 Green Township Committee 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 Green in the amount of 10% of the highest aggregate 2, 3, 4 or 5 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 Green.

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 Green Township Committee.

3.4. "OR EQUAL" SUBSTITUTIONS

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

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 Green 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 Green Township Committee shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of 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 Green Township Committee's decision, in writing, by certified mail.

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

C. The Green Township Committee 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 Green Township Committee rejects all bids, the Township of Green 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 Green 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 Green to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

A. For a 2, 3, 4 or 5 year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to 100% of the value of the contract's first year. The successful bidder shall provide said performance bond prior to, or concurrent with, the delivery of the executed contract to P.O. Box 65, 150 Kennedy Road, Tranquility, NJ 07879. The performance bond for each succeeding year shall be delivered to the Township of Green with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. Failure to deliver a performance bond for any year of a 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 Green Township Committee 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 Green in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

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

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 Green 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 Green Township Committee may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. The Contractor shall provide service for the Option awarded by the Green Township Committee. The Green Township Committee shall select one collection option for the contract period of two (2), three (3), four (4) or five (5) years in accordance with the option proposals submitted. The contract shall be subject to the annual availability of funds and sufficient appropriation as may be required to meet the extended obligation contract and shall contain an

annual cancellation clause. **Note: Years three (3), four (4) and five (5) are option years at the sole discretion of the Township of Green, and may be canceled on one hundred twenty (120) days' advance notice.**

5.2. Designated Collected Solid Waste. The Contractor shall provide collection, removal and disposal of Designated Collected Solid Waste from all residential dwellings, municipal owned buildings, board of education properties, fire department and first aid squad properties within the territorial and geographical boundaries of the Township of Green in accordance with the map attached hereto as Exhibit A. The Contractor shall offer a rebate or credit equal to the cost of residential disposal to all commercial properties in the Township of Green for the removal of solid waste provided said commercial customer contracts with the municipal contract holder.

Designated Collected Recyclable Material. The Contractor shall provide collection, removal and disposal of Designated Collected Recyclable Material from all properties in the Township of Green in accordance with the map attached hereto as Exhibit A. The contractor shall submit quarterly recycling tonnage reports to the Township of Green.

Designated Collected Solid Waste - Bulk Waste. The Contractor shall provide collection, removal and disposal of Designated Collected Solid Waste – Bulk Waste from all residential dwellings, municipal owned buildings, board of education properties, fire department and first aid squad properties within the territorial and geographical boundaries of the Township of Green in accordance with the map attached hereto as Exhibit A. Bulk Waste is defined in Section 2 of these bid specifications.

5.3. COLLECTION OPTIONS

The Township of Green desires to solicit multiple year bids (2, 3, 4 and 5 years) for providing the Township with the collection and disposal of Designated Collected Solid Waste, Bulk Items and Designated Collected Recyclable Material with the contractor being responsible for all costs of collection and disposal, except for tipping fees charged by the disposal facility, which tipping fees will be passed onto and paid by the Township of Green, as is set forth in Section 6.1 “Bid Proposal Form”. The Township is seeking separate bids for the above work for each of the possible up to five (5) year period for which the contract will be awarded.

5.4. CONTAINERS

The contractor shall provide appropriate containers (dumpsters) for CDSW and Recyclables at the Municipal Building, the DPW building, the Fire House and the Green Hills Public School. Residential CDSW shall be limited to two (2) containers of no more than 35 gallons each per scheduled pickup and shall be placed at or near the curb line in the front of the residence. Containers for Recyclables shall be single stream. Recyclables shall be placed at or near the curb line in the front of the property. Bulk waste will not require containers.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on designated days between 6:00 a.m. and 6:00 p.m.

B. The contract hauler shall reschedule any holiday pick up to the next regular pickup day, i.e. Monday holiday, pick up Tuesday; etc. A list of contractor holidays shall be forwarded to the Township by October 1st of the year prior to the subject year.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Green shall be disposed of in accordance with the Sussex County District Solid Waste Management Plan (“SWMP”). At this time the SWMP requires that all solid waste collected within the Township shall be disposed of at Sussex County Municipal Utilities Authority, 34 South Route 94, Lafayette, NJ 07848, 973 579-6998.

B. The Township of Green reserves the right to designate another disposal facility(s) in accordance with the SWMP or in the event that the designated Disposal Facility(s) is unable to accept waste.

5.7. 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 ID10-type 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.

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township of Green 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 6:00 a.m. and 6:00 p.m. The Township of Green shall list the Contractor's telephone number in the telephone directory along with other listings for the Township of Green.

5.10. 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. In the event the collection takes place after the scheduled day, the contractor will

collect, within reason, DCSW in excess of the per-property limit.

5.11. 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 Green.

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

5.12. 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.

5.13. INVOICE AND PAYMENT PROCEDURE

A. Payment of the contract price to the Contractor shall be made in equal monthly installments over the term of years awarded. 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 Green for the preceding calendar month (the "Billing Month").

B. The Township of Green shall pay all invoices within 30 days of receipt. The

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

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage and type of the material disposed of each day during the billing month. The tonnage for which the Township of Green 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 Township of Green will pay the costs of disposal and the Disposal Facility shall bill the Township of Green directly for all such costs (including taxes and surcharges).

5.14. 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 Green 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.

5.15. SUPERVISION OF EMPLOYEES

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

changes.

5.16. 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 Green as an Additional Named insured indemnifying the Township of Green with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

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

5.18. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1 DOCUMENT SUBMISSION CHECKLIST

ITEMS MANDATORY FOR BID PROPOSAL

**SOLID WASTE, BULKY ITEMS AND RECYCLABLES
COLLECTION AND DISPOSAL FOR THE TOWNSHIP OF GREEN**

This bidder shall submit, with the Bid Proposal, the following Items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Proposal as required herein.

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<input type="checkbox"/> Bid Proposal Form	21
<input type="checkbox"/> Bidder’s Acknowledgement of Receipt of Notices, Revisions or Addenda	23
<input type="checkbox"/> Certified Copy of Bidder’s Certificate of Public Convenience and Necessity and an Approval Letter Issued in Conformance with <u>N.J.S.A. 13:1E-126</u>	24
<input type="checkbox"/> Statement of Bidder’s Qualifications, Experience and Financial Ability	25
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Vehicle Dedication Affidavit 39

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I hereby certify that I have enclosed with the Bid Proposal, each of the above initialed documents.

Name of Bidder

Signature

Name & Title

Date: _____

6.2 BID PROPOSAL FORM

Proposal for Solid Waste, Recycling, and Bulk Waste Collection and Disposal beginning on March 1, 2015.

Township of Green:

(Name of Bidder) _____

hereby agrees to provide complete performance in accordance with the Contract and Specifications for the Prices listed below for the following:

Designated Collected Solid Waste (“DCSW”) and Designated Collected Recyclable Material (“Recyclables”):

Weekly/Bi-weekly collection: DCSW weekly on Thursday; Recyclables every other week on Wednesday collected as single stream. Weekly collection of Bulk Waste on same day as DCSW, limit of two items per week, per location. Collection day is negotiable.

The Contractor is responsible for all costs of collection and disposal except for tipping fees charged by Disposal Facility, which tipping fees will be passed on to and paid by Township of Green:

Option 1: All of the above for two (2) years.

Amount in Words

Amount in Figures

\$ _____

Option 2: All of the above for three (3) years.

Amount in Words

Amount in Figures

\$ _____

Option 3: All of the above for four (4) years.

Amount in Words

Amount in Figures

\$ _____

Option 4: All of the above for five (5) years.

Amount in Words

Amount in Figures

\$ _____

Prices offered are to be firm for sixty (60) days after the date of bid opening.

Submission of a bid proposal serves as the bidder's representation that it has read and understands the bid specifications and that it has duly considered all information contained therein in the course of preparing its bid proposal. Moreover, submission of the bid proposal serves as the bidder's representation that if awarded the contract, the successful bidder will not made any claims for, or have any right to, any concessions or damages because of a lack of understanding of the bid specifications or lack of information concerning the same.

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Telephone No: _____

Bidders Authorized Agent: _____

Signature: _____

Dated: _____, 20__

Title: _____

6.3 BIDDER'S ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addendum No.	Date of Notice, Revision or Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. _____

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

Name of Bidder

Signature

Name & Title

Date: _____, 20__

6.4 CERTIFIED COPY OF BIDDER'S CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND AN APPROVAL LETTER ISSUED IN CONFORMANCE WITH N.J.S.A. 13:1E-126

Name:

Complete Address:

Telephone Number:

Certificate Number:

Date:

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

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

AFFIDAVIT

STATE OF NEW JERSEY :
:SS.
COUNTY OF _____:

Project Name: Green Township Solid Waste/Recycling Collection and Disposal

I, _____ (name of Affiant), am the

(identify relationship to bidder: owner, partner, president, or
other corporate officer) of the _____ (name of bidder), and
being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Green Township Committee to award to _____ (name of bidder) the contract for solid waste collection and disposal and recycling collection and disposal 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 Green 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 Green 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 Green, 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 Green 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 must be affixed.

6.6 QUESTIONNAIRE SETTING FORTH BIDDER'S EXPERIENCE AND QUALIFICATIONS

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste/recycling collection and disposal for the Township of Green. 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 its 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 Green 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 Green 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 (**attach list**).

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 and the location at which the equipment is kept (**attach list**).

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

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

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

13. Supply the most recent Annual Report as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. Additional remarks.

6.7 BID GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Township of Green as OWNER in the penal sum of _____, for the payment of which, well and truly to be made, we, hereby, jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of Green a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Solid Waste, Recyclable, and Bulk Materials Collection and Disposal Service for the Township of Green.

NOW, THEREFORE,

- (a). If said BID shall be rejected, or
- (b). If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND, for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

By: _____

6.8 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
:SS.
COUNTY OF :

Project Name: Green Township Solid Waste/Recycling Collection and Disposal

I, _____ (name of affiant), 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 _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken 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 Green Township Committee rely upon the truth of the statements contained in this Affidavit and in said Bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual Title

Signature Date

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

Notary Public of

My Commission expires _____, 20__.

6.9 CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENT, that _____ a corporation of the State of _____ having its principal office at _____ and _____ having its principal office at _____ (a) surety company(ies) qualified to do business in the State of New Jersey, as Surety, will provide to _____, as Principal, the performance bond in such form as is required in the specifications for Solid Waste, Recycling, and Bulk Waste Collection and Disposal in the Township of Green, and in conjunction with the proposal submitted by the said Principal, in the amount of One Hundred Percent of the Contract Amount for the first year of such work, to Township of Green as Obligee, should the said bid or proposal be accepted and contract awarded to said Principal.

IN WITNESS WHEREOF, the undersigned corporation, has caused this agreement to be signed by its _____ and its corporate seal affixed and duly attested by its Secretary, this _____ day of _____, 20__.

(Corporate Seal of Company)

Name of Company

Attest:

Secretary

President

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper office in the manner prescribed by the Laws of New Jersey. (Surety Company's own form is accepted if in substantial compliance with this form).

6.10 OWNERSHIP STATEMENT

STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. If a corporation owns all or part of the stock of the corporation or interest in a partnership, then the statement shall include a list of persons who own a ten per cent or more interest in the entity. If no one owns a ten per cent or more interest, indicate "none".

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Bidder

Date

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

Notary Public of

My Commission expires on _____, 20__.

6.11 AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

- () YES
- () NO

- A. If yes, attach a photo static copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE

NAME _____ TITLE _____

BUSINESS NAME

DATE _____, 20____ Telephone Number _____

 NOTE: ATTACH COPY OF FORM HERE

6.12 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY :
:SS.

COUNTY OF _____ :

Project Name: Green Township Solid Waste/Recycling Collection

I, _____(name of affiant), 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 _____(name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____(title of affiant), 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__.

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

**SOLID WASTE AND BULKY ITEMS COLLECTION AND DISPOSAL
FOR THE TOWNSHIP OF GREEN**

STATE OF NEW JERSEY

COUNTY OF _____

I, _____ (name), of the _____ (twp/city) of
_____ (twp/city name), in the State of _____ (state), of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ (title) of the firm of _____ (individual/firm
name), the bidder making the proposal for the above named project, that I executed the
Proposal, this affidavit and all other bidding documents with full authority to do so, and
that the bidder is not now at the time of submission of this bid included on the State of
New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____
Deponent's Name

Date: _____

Deponent's Title

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

Notary Public of
My Commission expires on

6.14 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY :
 :SS.
COUNTY OF :

Project Name: Green Township Solid Waste/Recycling Collection

I, _____ (name of affiant), am the _____
(identify relationship to bidder: owner, partner, president, or other corporate officer) of the
_____ (name of bidder) 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 Green Township Committee rely upon the truth of the statements contained in this Affidavit and in said Bid Proposal in signing the Contract for the said project.

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

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

Name of Firm or Individual Title

Signature Date

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

Notary Public of

My Commission expires _____, 20____.

6.15 LIST OF SUBCONTRACTORS

The Contractor shall utilize the services of the following subcontractors, if any,

6.16 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project: GREEN TOWNSHIP

Bidder: _____

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

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 Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the 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 parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determine 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 or 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. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN TOWNSHIP OF GREEN, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("Green")

AND _____ ("Contractor"), whose address is _____.

WITNESSETH: That Green and the Contractor for the consideration specified below agree as follows:

Article I: Services to be Performed: Contractor covenants and agrees to perform solid waste, bulky waste and recycling collection and disposal services in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

- Bid Proposal Form
- Bidder's Acknowledgement of Receipt of Notices, Revisions or Addenda
- Certified Copy of Bidder's Certificate of Public Convenience and Necessity and an Approval Letter Issued in Conformance with N.J.S.A. 13:1E-126
- Statement of Bidder's Qualifications, Experience and Financial Ability
- Questionnaire Setting Forth Bidder's Experience and Qualifications
- Bid Guarantee
- Non-Collusion Affidavit
- Consent of Surety
- Ownership Statement
- Affirmative Action Questionnaire
- Affirmative Action Affidavit
- Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders

Vehicle Dedication Affidavit
List of Subcontractors
Disclosure of Investment Activities in Iran
This Agreement

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Green. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Performance Date(s): Performance shall be during the period March 1, 2015 to February 28, 201__.

Article IV: Payment: Green agrees to pay Contractor for the work performed on a monthly basis. The total amount of the Contract is \$_____ to be paid over the course of the ____ year contract in equal monthly installments. Each monthly installments shall be \$_____. Payments may be adjusted in accordance with the bid specifications as provided in this agreement in the event of a change in tipping fees.

Payments to be made in accordance with Green's requirement for submission of invoices and vouchers and approval by authorized officials. 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 Green for the preceding calendar month (the "Billing Month"). All invoices and vouchers shall specify the number of the truck(s) used for collection, loads per truck and the number of cubic yards and tons of material disposed of each day during the billing month. Green shall pay all invoices within 30 days of receipt, however, Green will not be obligated to pay defective invoices until the defect is cured by the contractor.

Acceptance of each installment payment and the final payment by the Contractor shall be understood to be a release of all claims against Green arising out of or by reason of the work performed, pursuant to this Contract.

Article V: Solid Waste Removal: The solid waste removal shall be performed on Thursday (day of week) beginning on or about 6:00 a.m. and shall be completed as soon as reasonably possible, but no later than 6:00 p.m. Each residence is entitled to two (2) 35 gallon trash containers collected once a week.

Green and Contractor will from time to time review the days, hours and methods of operation and adjust where possible and as needed. The hours may be extended by mutual agreement with Green under certain conditions as approved by the Green Mayor and Council or its designated representative. The Contractor is prohibited from changing or revising the times of collection for any given day unless the proposed revision is approved by the Mayor and Council and

provided that such changes are advertised and handled so as not to confuse the users. Advertising of matters relative to this provision shall be at the Contractor's expense.

Notwithstanding the above paragraph in the event a collection date falls on a holiday, the collection for that holiday will be made on the next day, excluding Sundays.

Article VI: Bulky Item and White Good Pick Ups: Bulky items characterized as furniture, mirrors, carpets, televisions, clothing, toys, building type materials not exceeding fifty (50) lbs. generated by owners own home renovations, etc. will be collected on each collection day. Each residence shall be allowed two bulk items on each collection day.

White goods which are defined as metal objects and/or appliances will be credited as recycling tonnage and the Contractor and Green acknowledge that at the time of this contract, it is assumed that scrap dealers will accept white goods containing chlorofluoro-carbons (cfc's/refrigerant cooling agents). In the event scrap dealers refuse to accept these appliances unless cfc's are removed, Green and Contractor will attempt to renegotiate a more equitable arrangement whereby the homeowner may be charged for the cost of removal of the cfc's or another equitable arrangement will be made.

Article VIII: Vegetative Waste Collection Schedule: Not included in contract.

Article IX: Special Collection: Solid waste collection at the Fire Department Building, the DPW Building and Elementary School shall take place in accordance with pick up as set forth in Article V of this Contract through the use of containers.

Article X: Commercial Customers: The collection of solid waste from commercial properties is not included in the contract.

Article XI: Effect of Increased Tonnage or Change in Tipping Fees: The Contractor shall provide the same level of service under this contract regardless of any increased tonnage of solid waste over the ____ year period of the Contract, without any increase in the contract price to Green.

Article XII: Quarterly Reports: The Contractor shall keep daily records for the number of curbside pickups actually made within Green. Quarterly reports shall be submitted to Green indicating the number of curbside collections and tonnage of solid waste removed.

The contractor shall have proper daily inspections and supervision of the routes by competent employees to see that the work is properly performed in accordance with this contract and the bid specifications.

Article XIII: Violations of Recycling Laws and Policies: In the event a customer violates the recycling laws and policies, the Contractor shall place a sticker on the violator's garbage can indicating a violation of recycling laws and policies has occurred and notify Green's

Administrator. If the violation persists, Green's Administrator shall send a letter to the violator, providing a copy of the recycling laws and the mandatory compliance requirements.

Article XIV: Liquidated Damages: The contractor agrees to make regular collections as may be required by the Green Township Committee or its designated representative, on any day, time and in the manner set forth in any rules and regulations which the Township Committee, or its designated representative may make. Due to the uncertainty in determining the specific damages the Township would incur as a result of the Contractor's failure to collect solid waste on the days and times specified by the Contract, the Contractor agrees to pay as liquidated damages the sum of \$50 per dwelling for which it fails to collect the solid waste based on the collection schedule agreed to by the parties (Exhibit "A").

Article XV: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Green, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Green or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Green.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article XVI: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Green.

Article XVII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State.

Article XVIII: Performance and Payment Bond: Contractor on or before signing this Contract shall execute a 100% performance and payment bond consistent with the bid specifications to Green. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to Green upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will

be responsible for all damages incurred by Green, if it defaults. Green's recourse is not limited solely to seeking payment under the bid bond.

Contractor shall maintain a performance and payment bond for each year of the contract. Failure to deliver a performance and payment bond for any year of a multi-year contract 120 days prior to the termination of the current bond will constitute a breach of contract and entitle Green to terminate the contract upon 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 equal to the costs by Green in rebidding the contract as well as any other damages Green may incur.

Article XIX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Green. Contractor shall also be responsible for all reasonable attorneys fees and costs incurred by Green in enforcing the terms of this Contract.

Article XX: Buy American: Green specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XXI: Binding Nature of Agreement: This Contract shall be binding upon Green, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XXII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XXIII: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. In the event any dispute is determined in favor of Green, including by settlement, Contractor shall pay all Green's reasonable attorneys fees and costs. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

Article XXIV: Insurance: 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 (Exhibit "B"). The insurance policy shall name the Township as an additional insured, indemnifying the Township with respect to the Contractor's action pursuant to the contract. The Contractor shall supply the Green Township Administrator with a copy of the certificate of insurance as proof that the insurance policy is in effect. Within 30 days prior to the expiration of

any insurance policy Green shall be provided with a new insurance certificate for the succeeding year. Green shall also be provided with at least 30 days written notice by the Contractor's insurance company of the intent to terminate such insurance.

Article XXV: Tax Exemption: Pursuant to N.J.S.A. 54:32B-1 et seq. Green is exempt from sales tax. Also, Green is not subject to federal excise tax.

Article XXVI: Termination: Green has the right to terminate this contract for any reason at its sole discretion on 120 days written notice to the Contractor.

IN WITNESS WHEREOF, Green has caused this instrument to be signed by _____, Mayor; Attested by Linda Peralta, Township Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

GREEN TOWNSHIP

Linda Peralta, Township Clerk

, Mayor

Dated: _____, 2015

ATTEST:

(COMPANY NAME)

Dated: _____, 2015

COLLECTION SCHEDULE

1. Solid waste shall be collected each week on _____ between the hours of _____ and _____.

2. Bulk items shall be collected each week on _____ between the hours of _____ and _____.

3. Recyclables shall be collected every other week on _____ between the hours of _____ and _____.

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 of workers with which it has a Collective Bargaining Agreement or other Contract or understanding, a notice to be provided by the agency's 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 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

THE TOWNSHIP OF GREEN, DECEMBER 2014, MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single Family	1,231
Multi-Family	13 (9 - 2 Family and 4 – 3 family)
Apartment/Condominiums	-0-
Other	- 0 -
Total	1,244

Containers For one day per week service, single and multifamily units using cans, two, thirty-five gallon capacity, fifty pounds in weight.

COMMERCIAL SOURCES:

Total - 0 -

Containers N/A

INSTITUTIONAL SOURCES:

Schools	1 (Green Hills School)
Other	- 0 -
Total	- 0 -

Containers Two 6 cy dumpsters (type 10) and two 4 cy dumpsters (recycling)

MUNICIPAL SOURCES:

Municipal Buildings	2 (Town Hall and DPW)
Litter Baskets	-0-
Other	3 (Old Municipal building, Old Fire house, and new Fire House)
Total	5

Containers – Two 5 c.y. dumpsters at Town Hall (one solid waste and one recycling),
Two 5 c.y. dumpsters at DPW (one solid waste and one recycling),
Two **locking** dumpsters at New Fire House – one 5 c.y. for solid waste and one 4 c.y. for recycling,
Two 35 gal. containers at Old municipal building (Tranquility Post Office),
Two 35 gal. containers at old Fire House (Greendell Post Office).

POPULATION:

Per Last Census -- Year 2010 – 3,601
Green Township does not anticipate any significant population growth change in the next five years.

AREA:	19 Square Miles
TOTAL ROAD MILES:	62 (approximate)
STATE	-0-
COUNTY	22
LOCAL	40

TONNAGE REPORT, YEAR 2013:

Solid Waste:	Type 10	1287.27 Tons
	Type 13	0.640
	Type 23, 25, 27	- 0 -
	Total	1287.91 Tons
Recyclable Materials:	co-mingled	397 tons

NOTE: The information contained in this municipal data sheet may be based on estimates and/or information provided by sources outside of the Township and as such the Township makes no representations as to the truth or accuracy of the information. All bidders must undertake their own inspection of the areas to be serviced under this contract and shall not use the information in this data sheet as a substitute for the required inspection.