

**Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094**

**BID DOCUMENTS
FOR
Solid Waste Collection and Disposal Service**

TOWN OF SECAUCUS
OFFICE OF PURCHASING
1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

**TOWN OF SECAUCUS
UNIFORM BID SPECIFICATIONS
SOLID WASTE
COLLECTION AND DISPOSAL SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Town of Secaucus is soliciting bid proposals from solid waste collectors interested in providing solid waste collection, removal and disposal services for a period of three (3) years, with two (2) additional one (1) year options to renew, at the sole discretion of the Town, to commence on February 1, 2020 and end on January 31, 2025, if renewal options utilized, 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 seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in THE JERSEY JOURNAL and in THE STAR-LEDGER.

1.3. BID OPENING

All bid proposals will be publicly opened and read by the Purchasing Agent of the Town of Secaucus ("Town") or their designee, on **December 17, 2019 at 10:00 a.m.**, prevailing time, at 1203 Paterson Plank Road, Chambers 2 Secaucus, New Jersey 07094. Bids must be delivered by hand or by mail to the Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 no later than **December 17, 2019 at 10:00 a.m.**, prevailing time. 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.

Pre-Bid Meeting:

A Pre-Bid meeting will take place on **Thursday, November 14, 2019 @ 10:00am**, prevailing time, at 1203 Paterson Plank Road, Chambers 2, Secaucus NJ 07094. Attendance is strongly encouraged, but not mandatory.

Contact: Kevin O'Connor
Phone: 201.330.2080

1.4. DOCUMENTS TO BE SUBMITTED

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

1. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Town of Secaucus;

4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal;
8. Disclosure of investment activities in Iran;
9. Acknowledgment of receipt of changes to bid documents form; and
10. A Business Registration Certificate (BRC).

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 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 exercises 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 solid waste" means solid waste type 10. 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 Hudson County Solid Waste Management Plan for use by the Town of Secaucus. The Authorized Disposal Facility for Solid Waste Type 10 is Doremus Avenue Recycling & Transfer (DART), 540 Doremus Avenue, Newark, New Jersey. The Hudson County Solid Waste Management Plan is available at the Hudson County Improvement Authority, 830 Bergen Avenue, 9th Floor, Jersey City, New Jersey 07306, (201) 324-6222 or on the Hudson County Improvement Authority website.

"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 Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

"Legal newspaper" means THE JERSEY JOURNAL and THE STAR-LEDGER.

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

"Service area" means the geographic area described below. The service area(s) is(are) as follows: encompassing the Town of Secaucus. A map of the service area is attached to this packet.

"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 Town of Secaucus 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 Town of Secaucus 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 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 Town of Secaucus in the amount of 10% of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that 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 Town of Secaucus.

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 Town of Secaucus.

3.4. "BRAND NAME OR EQUIVALENT"

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 provide an equivalent product, subject to the approval of the Town of Secaucus.

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 Town of Secaucus agrees to the assignment or other disposition. No such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Town of Secaucus shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (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 Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus rejects all bids, the Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Town of Secaucus 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 a one year 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 to the Town Clerk within ten (10) days of the Notice of Award of the Contract, provided, however, that the time specified shall be prior to or concurrent with the delivery of the executed contract.

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

C. For a two (2) to five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Town Clerk within ten (10) days of the Notice of Award of the Contract, provided, however, that the time specified shall be prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Town of Secaucus with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. The Contractor shall provide service for each Option awarded by the Town of Secaucus. The Town of Secaucus shall select one collection Option for the contract period of three (3) years, with two (2) additional one (1) year options to renew, at the sole discretion of the Town, in accordance with any of the option proposals submitted.

5.2. The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Town of Secaucus as described below:

Residential, municipal, container and limited curbside commercial collection/pick-up, removal and disposal of Solid Waste in Zones 1 and 2 within the Town of Secaucus and in any other specified complexes or municipal locations within the Town; A map specifying Zone 1 and Zone 2 for “Secaucus Trash Collection” is attached as Attachment #2 and can be located at:

www.secaucusnj.gov/pickup

Service shall be provided to all locations contained in Attachment #2 in addition to any future locations. Price cannot be adjusted for new construction projects or renovations.

5.3. COLLECTION OPTIONS

OPTION #1: Residential, Municipal, Container and Limited Curbside Commercial Collection, Removal and Disposal of Solid Waste within the Town of Secaucus.

ZONE 1:

Please see attached map labeled “Attachment 2” with collections on Mondays and Thursdays.

ZONE 2:

Please see attached map labeled “Attachment 2” with collections on Tuesdays and Fridays.

Municipal and other locations with the Town are contained in Attachment #1.

Multi-family complexes in Zones 1 and 2 are noted on the list below for Bidder reference:

	Secaucus Address	Zone	Collections Per Week
River Glen Estates	1138 Farm Road	1	regular residential pick-up 2 times per week
Creekside Manor	Creekside Court/Koelle Boulevard	1	regular residential pick-up 2 times per week
Riverside Court	Off Meadowlands Parkway	2	regular residential pick-up 2 times per week
Jacob's Landing	Jacob's Landing Way (Off Village Place)	1	regular residential pick-up 2 times per week
Hops Commons	Hops Lane (North End)	1	regular residential pick-up 2 times per week

CONTAINERS:

Containers are located in various locations in Zones 1 and 2 and in other areas throughout the Town: Please see below chart with locations and container types within the Town of Secaucus.

For locations with two (2) collection days, container collection and disposal shall be on Mondays and Fridays.

For locations with three (3) collection days, specifically the Harmon Cove complex (I, II, III and IV), collection and disposal shall be on Mondays, Wednesdays and Fridays.

Containers shall be provided and maintained by the Bidder in accordance with the list below and Section 5.4.

	Secaucus Address	2-YARD	3-YARD	4-YARD	Collections Per Week
Harmon Cove (I II III IV)	Meadowlands Parkway	3	12	1	3
North End Village	4 North End Village Drive		1		2
Elizabeth Gardens	729 10th Street		1		2
Meadowview	700 10th Street		1		2
Cove Court Estates	Cove Court (North End)		1		2
Green Valley Court	18 Green Valley Court		2		2
380 Front Street	380 Front Street	1			2
Chateau Gardens	2 Radio Avenue		3		2
Riverview Gardens	123 Riverview Court		4		2
Tiffany Court	741-747 10th Street		1		2
Patriot Commons	1170-1190 Paterson Plank Road		1		2

Sussex Green	1625 Paterson Plank Road	1			2
Municipal: Secaucus Swim Club/Schmidt's Woods	Koelle Boulevard/Meadow Lane		1		2
Municipal: Secaucus Recreation Center	1200 Koelle Boulevard		1		2

5.4. CONTAINERS

Containers for all condominium and apartment complexes, municipal buildings and municipal locations listed above within the Town of Secaucus shall be provided by the Contractor and maintained in good, clean working condition at all times. Any changes to the number of containers noted above shall be determined in conjunction with the Contract Administrator and be in place at the start of the contract and for the duration of such. Containers shall be of specified size and brown or green in color based on location. Containers will remain property of the bidder and removable at the end of the contract term. All requests for service of said containers by the Town of Secaucus shall be complied with within three (3) days of the request, and replacement of the container shall occur if service or repair not feasible or satisfactory to the Town.

Containers shall be placed at and solid waste removed from all locations contained in the list above and in Attachment #1. This includes both residential and municipal locations with containers, in addition to any future locations.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00am and 6:00pm. Collection routes shall be agreed upon with the Contract Administrator.

B. The following legal holidays are exempted from the waste collection schedule, unless Contractor agrees to perform services on said dates:

New Year's Day, Thanksgiving Day, and Christmas Day.

Pick-up shall occur on an alternate day agreed upon by the Contract Administrator and Contractor, as well as, continuing pick-up on the next regularly scheduled pick-up day. Customers shall be notified by the Town of any change in collection schedule.

Failures to provide for proper and timely collection and disposal services will be considered a breach of contract, as detailed in "Section 7.1 Contract."

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Town of Secaucus shall be disposed of in accordance with the Hudson 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 the authorized disposal facility approved by the Hudson County Improvement Authority as noted in this bid package and subject to any Amendments by the Hudson County Improvement Authority.

B. The Town of Secaucus reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Hudson County Solid Waste Management Plan [and/or

any waste flow orders] or in the event that the designated Disposal Facility is unable to accept waste. The Town of Secaucus will assume all additional costs or benefits that are associated with such designation.

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 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 Town of Secaucus 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 6:00AM and 6:00PM. The Town of Secaucus shall list the Contractor's telephone number in the Telephone directory along with other listings for Town of Secaucus.

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.

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 Town of Secaucus.

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

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.

5.13. 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 thirty (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 Town of Secaucus 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 Town of Secaucus for reimbursement.

B. The Town of Secaucus shall pay all invoices within thirty (30) days of receipt to the extent feasible in accordance with "7.1 Contract," provision (2)(B). The Town of Secaucus will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town of Secaucus shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus will pay the costs of disposal, the disposal facility shall bill the Town of Secaucus directly for all 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 Town of Secaucus 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 Town of Secaucus as an Additional Named Insured indemnifying the Town of Secaucus with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Town of Secaucus, the lowest responsible bidder shall supply to the Contract Administrator, within five (5) 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 Town of Secaucus from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Town of Secaucus on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

- (a) 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. (*see*, 6.2)
- (b) Statement of bidder's qualifications, experience and financial ability. (*see*, 6.3)
- (c) A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Town of Secaucus. (*see*, 6.4)
- (d) Stockholder statement of ownership. (*see*, 6.5)
- (e) Non-collusion affidavit. (*see*, 6.6)
- (f) Consent of surety. (*see*, 6.7)
- (g) Proposal. (*see*, 6.8)
- (h) Disclosure of Investment Activities in Iran. (*see*, 6.9)
- (i) Acknowledgment of receipt of changes to bid documents form. (*see*, 6.10)
- (j) Business Registration Certificate (BRC) issued by the New Jersey Division of Revenue. (attach)

Name of Firm or Individual

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 Collection Service

I, _____, 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 Town of Secaucus to award to _____ [NAME OF BIDDER] the contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Town of Secaucus 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 Town of Secaucus 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 Town of Secaucus, 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 Town of Secaucus 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 [with] as part of the Bid Proposal for solid waste collection and disposal for the Town of Secaucus. 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 Town of Secaucus 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 Town of Secaucus in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

- (a) Name of contracting unit;
- (b) Approximate population of contracting unit;
- (c) Term of contract from to;
- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

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

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

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

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

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

14. Additional remarks.

6.4. BID GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as Surety, is hereby held and firmly bound unto
_____ as Owner, in the Penal Sum of
(\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this _____ day of 20 _____

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid,
attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative,

B) If said bid shall be accepted and the Principal shall execute and deliver a contract 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 the 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 full force and effect; it being expressly understood and
agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

The Surety, for value received, hereby stipulates 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 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.

Witness: _____

Principal

Witness: _____

Surety

Attorney-in-Fact

*Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total
price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power
of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable
to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or
bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance
bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into
a contract pursuant to N.J.S.A. 40A:11-21.*

Failure to submit a bid guarantee shall result in rejection of the bid.

6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

Bidder: Please complete the attached.



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
 IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</p> | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	_____

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF _____) SS: Solid Waste Collection 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 _____ [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 Town of Secaucus rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual Title

Signature Date

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

Notary Public of
My Commission expires _____, 20__

6.7. 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 AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

6.8. PROPOSAL

Proposal for Solid Waste Collection beginning February 1, 2020.

NAME OF THE CONTRACTING UNIT: _____

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

The base bid proposal incorporated herein shall include the following locations and schedule:

OPTION #1: Residential, Municipal, Container and Limited Curbside Commercial Collection, Removal and Disposal of Solid Waste within the Town of Secaucus.

ZONE 1:

Please see attached map labeled “Attachment 2” with collections on Mondays and Thursdays.

ZONE 2:

Please see attached map labeled “Attachment 2” with collections on Tuesdays and Fridays.

Municipal and other locations with the Town are contained in Attachment #1.

Multi-family complexes in Zones 1 and 2 are noted on the list below for Bidder reference:

	Secaucus Address	Zone	Collections Per Week
River Glen Estates	1138 Farm Road	1	regular residential pick-up 2 times per week
Creekside Manor	Creekside Court/Koelle Boulevard	1	regular residential pick-up 2 times per week
Riverside Court	Off Meadowlands Parkway	2	regular residential pick-up 2 times per week
Jacob’s Landing	Jacob's Landing Way (Off Village Place)	1	regular residential pick-up 2 times per week
Hops Commons	Hops Lane (North End)	1	regular residential pick-up 2 times per week

CONTAINERS:

Containers are located in various locations in Zones 1 and 2 and in other areas throughout the Town: Please see below chart with locations and container types within the Town of Secaucus.

For locations with two (2) collection days, container collection shall be on Mondays and Fridays.

For locations with three (3) collection days, specifically the Harmon Cove complex (I, II, III and IV) collection shall be on Mondays, Wednesdays and Fridays.

Containers shall be provided and maintained by the Bidder in accordance with the list below and Section 5.4.

	Secaucus Address	2-YARD	3-YARD	4-YARD	Collections Per Week
Harmon Cove (I II III IV)	Meadowlands Parkway	3	12	1	3
North End Village	4 North End Village Drive		1		2
Elizabeth Gardens	729 10th Street		1		2
Meadowview	700 10th Street		1		2
Cove Court Estates	Cove Court (North End)		1		2
Green Valley Court	18 Green Valley Court		2		2
380 Front Street	380 Front Street	1			2
Chateau Gardens	2 Radio Avenue		3		2
Riverview Gardens	123 Riverview Court		4		2
Tiffany Court	741-747 10th Street		1		2
Patriot Commons	1170-1190 Paterson Plank Road		1		2
Sussex Green	1625 Paterson Plank Road	1			2
Municipal: Secaucus Swim Club/Schmidt's Woods	Koelle Boulevard/Meadow Lane		1		2
Municipal: Secaucus Recreation Center	1200 Koelle Boulevard		1		2

Contract Term:

This contract shall be for a term of three (3) years, with two (2) additional one (1) year options to renew, at the sole discretion of the Town.

Waste Directed To:

The Authorized Disposal Facility for Solid Waste Type 10:
Doremus Avenue Recycling & Transfer (DART)
540 Doremus Avenue, Newark, New Jersey

BASE BID FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

<u>Description</u>	<u>Price in Numbers</u>	<u>Price in Words</u>
Year One	\$	
Year Two	\$	
Year Three	\$	
Year Four (renewal at option of the Town)	\$	
Year Five (renewal at option of the Town)	\$	
Total	\$	

Business Name: _____

Business Address: _____

Authorized Representative's Name (print): _____

Authorized Representative's Signature: _____

Title: _____

Telephone Number: _____

Date: _____

Fax Number: _____

Email Address: _____

6.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder: Please complete the attached.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

1.	Amona
2.	Bank Markazi Iran (Central Bank of Iran)
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdram PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Som Petrol AS
31.	Zhuhai Zhenrong Company

List Date: July 31, 2018



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaged 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>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder’s proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

OR A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its 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”). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box “B” above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

6.10 ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Solid Waste Collection and Disposal Services

Pursuant to N.J.S.A 40A:11-23.2, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject to rejection of the bid.

LOCAL UNIT REFERENCE NUMBER OR TITLE OF ADDENDUM/REVISION	HOW RECEIVED (MAIL, FAX, PICK-UP, ETC.)	DATE RECEIVED

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

7.1 CONTRACT

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE is made as of the ____ day of _____, 20__ by and between the Town of Secaucus, a Municipal Corporation of the State of New Jersey, with offices located at the Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 ("TOWN") and _____, with _____ offices _____ located _____ at _____ (CONTRACTOR).

In consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICES

The Contractor shall perform all services set forth in the Contract Documents and Contractor's Bid, which are attached hereto and incorporated herein by reference. This Contract is for the Solid Waste Collection and Disposal Services pursuant to the Base Bid.

2. COMPENSATION

A. The terms regarding compensation are set forth in the Contract Documents and specifically in the Bid Proposal submitted by the Contractor. The Town will not be responsible for increased collection costs to the Contractor in the event the quantity of waste or sources of waste increase during the Term of the Contract.

B. PAYMENT. Checks are processed by the Town of Secaucus' Finance Department on or about the 30th day of every month. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered for the monthly fixed cost in advance of said date. The Contractor shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town. All invoices shall be in accordance with Bid Documents Section 5.13. Payments shall be processed in the regular course of business and be handled for the next bill cycle to the extent practicable, with payment within thirty (30) days of receipt to the extent feasible.

3. TERM

The Term of this Contract shall be for a period of three (3) years, with two (2) additional one (1) year options to renew at the sole discretion of the Town, beginning February 1, 2020 and ending January 31, 2025, if renewal options utilized. In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Service Entity to continue the contract under the same terms and conditions until a new contract(s) can be

completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

4. BREACH OF THE CONTRACT

The occurrence of any one or more of the following events shall constitute a breach of the contract. The Town may, upon notice as set forth below, terminate the Contract, in whole or in part.

- a) Contractor fails to commence work within the time specified in the Contract Documents;
- b) Contractor fails to supply sufficient skilled workmen or suitable materials or equipment to perform the work in accordance with the Contract Documents;
- c) Contractor fails to fully and properly, and in a good and workmanlike manner, perform its obligations in accordance with the Contract Documents;
- d) Contractor discontinues or abandons, in whole or in part, the performance of the work in accordance with the Contract Documents;
- e) Contractor fails to make prompt payments to subcontractors;
- f) Contractor becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection or in the event of involuntary petition for bankruptcy is filed against the Contractor, the involuntary petition is not discharged within 90 days;
- g) If a trustee or receiver is appointed for the Contractor or any of the Contractor's property;
- h) Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days;
- i) Contractor makes an assignment for the benefit of creditors;
- j) Contractor fails to comply with any reasonable directive of the Contract Administrator or the Town, which directive is reasonably issued in accordance with the Contract Documents;
- k) Contractor utilizes trucks or containers containing waste or materials not collected pursuant to these Contract Documents; or
- l) Contractor fails to comply in any way with any of the terms and obligations set forth in the Contract Documents.

5. NOTICE, HEARING AND TERMINATION FOR BREACH

For termination due to a breach by the Contractor:

- A. Before the Contract shall be declared terminated, the Town shall give notice to the Contractor and the Surety by certified mail with a copy via facsimile or e-mail transmission of the nature of the breach and a demand that the breach be cured. In the event that the breach is not cured within seven (7) days, the Town may, in its sole discretion, terminate the Contract in whole or in part.
- B. In the event the Town terminates the Contract in whole or in part, the Contractor shall cease performing the Contract in accordance with a resolution of the Town. The Town may, in its sole discretion, (1) direct the Surety to perform the Contractor's obligations in accordance

with the Contract; (2) enter into an agreement for the completion of the Contract according to the terms and provisions thereof with another Contractor; or (3) utilize such other methods as in the opinion of the Town Council will be required for the completion of the Contract in an acceptable manner, including completion of the work by the Town or entering a separate agreement with another Contractor.

- C. When any particular part of the work under the Contract Documents is being performed by the Town, by contract or otherwise, the Contractor agrees to continue the remainder of its obligations under the Contract Documents, and the Contractor will not interfere with the Town or its Contractor.
- D. Nothing in this section shall restrict the right of the Town to act in an emergency and take immediate action which may be required to provide continued solid waste collection services in the event of a breach or anticipatory breach by the Contractor.
- E. Where the Contractor's services have been terminated by the Town, said termination shall not affect any rights the Town has or may have in the future against the Contractor or the surety. Any retention or payment of monies due to the Contractor by the Town, will not release the Contractor or surety from liability. Any monies due to the Contractor or which may thereafter become due to the Contractor. If the damages, liabilities, costs and expenses exceed the sum payable to the Contractor under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Town the amount of such excess.
- F. If after termination for breach it is determined that the Contractor was not in breach, or that the Contractor's failure to perform was due to causes beyond its control and without the fault or negligence of the Contractor, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Town, as set forth below.

6. NOTICE AND TERMINATION FOR CONVENIENCE

The Town may terminate the Contract, in whole or in part if the Town determines that a termination is in the Town's interest ("termination for convenience"). The Town shall terminate for convenience by providing the Contractor with sixty (60) days notice of said termination. The notice shall also specify the extent of the termination and the effective date. If the termination is for the convenience of the Town, payments will be made as provided, for all work done by the Contractor under the terms and conditions of this Contract up to the time of termination and the Contractor shall be reimbursed by the Town for such expenditures the Town considers reasonable termination expenses. It is further provided that in no case shall payment be made for any claim for loss of anticipated profits.

7. REMEDIES

- A. **LIQUIDATED DAMAGES.** The parties recognize that in many instances when there is a breach of the Contract by the Contractor, the actual damages incurred by the Town will be difficult or impossible to determine. Accordingly, the Contractor shall pay the Town

as liquidated damages and not as a penalty, the following amounts for the following breaches of the Contract:

1. a) For failure to report to or to collect Solid Waste on any collection day, the Contractor shall pay to the Town the sum of \$10,000.00 per day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by the Town for the purpose of performing the Solid Waste collection service which the Contractor has failed to perform; plus the sum of \$200.00 per day for each person used or employed by the Town, including Town employees assigned to the performance of this service.

b) For failure to substantially collect Solid Waste on any one collection day, the Contractor shall pay to the Town the sum of \$5,000.00 per day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by the Town for the purpose of performing the Solid Waste collection service which the Contractor has failed to perform; plus the sum of \$200.00 per day for each person used or employed by the Town, including Town employees assigned to the performance of the service. The Contractor shall be deemed to have failed to make substantial collection as herein above provided when it shall have failed to collect and remove at least eighty-five percent (85 %) of the tonnage of Solid Waste ordinarily and normally collected and removed on each collection day. For the purpose of this subsection, the Contract Administrator's estimate of the percentage of Solid Waste collected shall be binding and conclusive on the Contractor.
2. For failure to provide collection services to any individual Collection Source entitled to any of the collection services pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$100.00 for each such failure.
3. For failure to repair or replace an individual Collection Source's damaged waste containers or covers or to repay an individual Collection Source for damaged waste containers or covers, when the damage was caused by the Contractor, its agents or employees, the Contractor shall pay the Town the sum of \$50.00 from which sum the Town shall reimburse the claimant up to \$50.00. For failure to replace or repair a solid waste container that has been provided by the Contractor, the Contractor shall pay the Town the sum of \$1,000.
4. For failure to maintain telephone service or a properly staffed office during the required hours as required by the Contract Documents, the Contractor shall pay the Town the sum of \$100.00 for each hour of such violation.
5. For using vehicles and equipment which are not in good working order and which the Contractor has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of notice from the Contractor Administrator or demand that the vehicle or equipment be repaired or replaced for the purpose of maintaining adequate and sanitary collection service pursuant to the Contract Documents, the Contractor shall pay the Town

the sum of \$100.00 per day for each vehicle or piece of equipment used in violation of the Contract Administrator's demand.

6. For failure to have vehicles equipped with a broom and shovel, the Contractor shall pay the Town the sum of \$100.00 for each such failure.
 7. For the Contractor, its employees or agents, soliciting gratuities of any kind of work in connection with the collection service required by the Contract Documents, the Contractor shall pay the Town the sum of \$50.00 for each such incident.
 8. For failure to immediately clean any spillage from the Contractor's vehicles or from Solid Waste containers during collection activities, the Contractor shall pay the Town the sum of \$100.00 for each such incident.
 9. For failure to start the collection day with empty trucks, if the trucks are filled with or contain any Solid Waste, garbage, refuse, Recyclable Materials or other materials that are not normally collected pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$1,000.00 for each such incident.
 10. For collecting, mixing, hauling or tipping in the same truck used for the collection of Solid Waste in the Town, any Solid Waste, Recyclable Material, garbage, refuse or other items from any other Town, location, person or business which is not a Collection Source pursuant to the Contract Documents, the Contractor shall pay the Town the sum of \$1,000.00 for each such incident.
- B. **ASSESSMENT OF LIQUIDATED DAMAGES.** The Contract Administrator shall assess liquidated damages in connection with the foregoing provisions and shall give notice to the Contractor of the damages assessed and the basis for said liquidated damages. The Contractor may, within ten (10) days of said notice, request in writing an opportunity to be heard before the Contract Administrator. Following said hearing, the Contract Administrator will make a final determination regarding the liquidated damage assessment.
- C. **PAYMENT OF LIQUIDATED DAMAGES SHALL NOT CONSTITUTE A DEFENSE.** The assessment, withholding or payment of any liquidated damages shall not constitute a defense to the Contractor, nor an election of remedies by the Town, nor an estoppel against the Town, nor prevent the Town from terminating the Contract for breach thereof.
- D. **CUMULATIVE REMEDIES.** No remedy provided within the terms of the Contract Documents shall be deemed to preclude the Town from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

8. CONTRACT ADMINISTRATOR

Unless otherwise determined by the Mayor and Town Council, the Superintendent of Public Works shall be the Contract Administrator. In addition to those responsibilities delegated to the Contract Administrator elsewhere in the Contract Documents, the Contract Administrator shall:

- A. Determine the standard of service to be provided in accordance with the Contract Documents;
- B. Answer all questions related to the service that must be provided pursuant to the Contract Documents; and
- C. Make all initial determinations on interpretation of the Contract Documents with respect to the day to day service to be provided, which shall be binding upon the Contractor until said determination can be appealed pursuant to the terms of the Contract Documents.

9. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Town shall at all times be that of an Independent Contractor. The method and manner in which the Contractor's services hereunder shall be performed shall be determined by the Contractor, in its sole discretion and the Town will not exercise control over the Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with the Contract Documents. Except as provided in the Contract Documents, the employees, methods, equipment and facilities used by the Contractor shall at all times be under its exclusive direction and control. Nothing in this Contract shall be construed to designate the Contractor or any of its employees, as employees or agents of the Town.

10. NOTICE

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing. Such notices shall be served by certified mail with a copy by facsimile or e-mail as follows:

Upon Contractor to:

Upon the Municipality to:

Michael Marra, Municipal Clerk
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
mmarra@secaucus.net

and

Town Administrator Gary M. Jeffas, Esq.
Town of Secaucus Municipal Government Center
1203 Paterson Plank Road
Secaucus, New Jersey 07094
gjeffas@secaucus.net

The person, place and other contact information to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Article.

11. TAXES, INSURANCE AND RELATED ITEMS

- A. The Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes or both, for any unemployment insurance, medical and retirement benefits, pensions and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work covered by this Contract or in any way connected therewith; and the Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and the Contractor shall reimburse the Town for any of the aforesaid contributions or taxes or both or any part thereof, if by law, the Town may be required to pay same or any part thereof.
- B. **REGULATIONS.** The Contractor shall comply with any and all federal, state and local regulations applicable to its business and services, including, but not limited to, compliance with all wage requirements and privacy laws.
- C. **INSURANCE.** The Contractor is solely responsible for securing appropriate insurance for its business activities, including coverage specified in the Bid Package, coverage for the vehicles being utilized and coverage for any agents, Contractors, staff or employees involved in the Contractor's operations in any capacity. Such shall be provided to the Town upon request. Insurance requirements contained in Section 7.2 of Bid Documents.

12. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or in any other manner dispose of this Contract or its obligations hereunder, nor shall it in any manner dispose of its right, title or interest in or to the Contract or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract unless the Town consents by resolution of the Mayor and Council.

13. MULTI-YEAR CONTRACT

This Contract is subject to the provisions of N.J.S.A. 40A:11-15 relating to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

14. BINDING UPON SUCCESSORS

This Contract shall be binding upon the successors, heirs, legal representatives, administrators and executors of the Contractor.

15. BUSINESS RECORDS

The Contractor's documents and records related to this Contract shall be subject to inspection by Town officials at any reasonable time.

16. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall defend, indemnify and hold harmless the Town and its officers, officials, employees and agents, from and against any and all claims, suits, actions or liabilities, including reasonable attorney's fees, for injury or death of any person or for loss or damage to property, which arises out of the Contractor's services or conduct or from any activity, work or thing done, permitted or suffered by the Contractor while on site, except only such injury or damage as shall have been occasioned by the sole gross negligence of the Town.

17. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The Contractor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The Contractor agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits

discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

18. GENERAL TERMS

- A. **Modifications:** This Contract or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.

- B. No Waiver: No omissions or delay by either party to this Contract at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Contract, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- C. Applicable Law: This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. Severability: If any provisions of this Contract or the Contract Documents shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.
- E. Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Contract shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
- F. Entire Agreement: This Contract, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their duly authorized officials as of the date first set forth above.

WITNESS:

TOWN OF SECAUCUS

MICHAEL MARRA, Town Clerk

GARY M. JEFFAS, Esq., Town Administrator

Dated:

Dated:

WITNESS:

ON BEHALF OF CONTRACTOR:

Name:

Name:

Title:

Title:

Dated:

Dated:

7.2. TOWN OF SECAUCUS INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town of Secaucus' Contract Administrator upon award of contract by the Mayor and Council. The Contractor shall maintain, during the life of the contract, insurance policies of the type and with the minimum limits, in accordance with N.J.A.C. 7:26H-6.17, as stated below:

- (a) If a contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits of not less than the following:
 - 1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;
 - 2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$ 1,000,000 each person and property damage liability limits of \$ 3,000,000 each occurrence; and
 - 3. For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$ 500,000 each person and \$ 1,000,000 each occurrence, and property damage liability limits of \$ 1,000,000 each occurrence.
- (b) The insurance certificate shall list the governing body as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.
- (c) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.
- (d) Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- (e) Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

Town of Secaucus additional requirements as follows:

All insurance purchased and maintained by the Contractor shall designate the Town of Secaucus, their officers, officials, agents, employees and consultants as additional insureds.

Acknowledgment of Insurance Requirement:

Signature _____ Date _____

Printed Name _____ Title _____

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF _____) SS: Solid Waste Collection Service

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 Town of Secaucus 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 Town of Secaucus, 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 Town of Secaucus is not feasible, that the Town of Secaucus will not be responsible for disposal costs for waste generated outside the Town of Secaucus.

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 Town of Secaucus 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 RESERVED.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF _____) SS: Solid Waste Collection Service

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__

ATTACHMENT A – EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT #1

STATISTICAL DATA - SOURCES OF WASTE

THE DATA PROVIDED IN THIS SECTION IS FOR THE BIDDER'S INFORMATION ONLY. THE TOWN MAKES NO REPRESENTATIONS OR WARRANTY AS TO THE ACCURACY OF THE STATISTICAL DATA AND THE BIDDER SHALL BE RESPONSIBLE FOR MAKING ITS OWN DETERMINATION AS TO THE NUMBER OF SOURCES WITHIN THE TOWN AND THE QUANTITY OF WASTE. ALL BIDDERS ARE ENCOURAGED TO INSPECT ALL BILLS AND OTHER DOCUMENTS SETTING FORTH THE TOWN'S COSTS OVER THE PAST FEW YEARS, WHICH INCLUDE INFORMATION REGARDING TONNAGE, ETC.; SAME ARE AVAILABLE FOR PUBLIC INSPECTION THROUGH THE OFFICE OF THE TOWN CLERK, 2nd FLOOR, MUNICIPAL GOVERNMENT CENTER, 1203 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY.

Please note: A map specifying zones for "Secaucus Trash Collection" can be found in Attachment #2 and can be located at: www.secaucusnj.gov/pickup

RESIDENTIAL SOURCES:

(Approximate numbers from
Tax Assessor's Office):

Single family	2,100
Two family	1,154
Multi-family: Three and Four family buildings	179
Apartment/Condominiums	2,100
Total	5,533

CONTAINERS:

Complexes:

Containers shall be provided and maintained by the Bidder for the following residential and municipal complexes in accordance with the list below and Section 5.4.

	Secaucus Address	2-YARD	3-YARD	4-YARD	Collections Per Week
Harmon Cove (I II III IV)	Meadowlands Parkway	3	12	1	3
North End Village	4 North End Village Drive		1		2
Elizabeth Gardens	729 10th Street		1		2
Meadowview	700 10th Street		1		2
Cove Court Estates	Cove Court (North End)		1		2
Green Valley Court	18 Green Valley Court		2		2
380 Front Street	380 Front Street	1			2
Chateau Gardens	2 Radio Avenue		3		2
Riverview Gardens	123 Riverview Court		4		2
Tiffany Court	741-747 10th Street		1		2
Patriot Commons	1170-1190 Paterson Plank Road		1		2
Sussex Green	1625 Paterson Plank Road	1			2
Municipal: Secaucus Swim Club/Schmidt's Woods	Koelle Boulevard/Meadow Lane		1		2
Municipal: Secaucus Recreation Center	1200 Koelle Boulevard		1		2

COMMERCIAL SOURCES:

Total Not supplied under this Contract.

Containers Not supplied under this Contract.

INSTITUTIONAL SOURCES:

Schools: School not supplied under this Contract

Huber Street School
(elementary)

Clarendon School
(elementary)

Pre-K School; 40
Millridge Road

Secaucus High School
and Middle School
Complex; Millridge
Road

Total School Locations

4

MUNICIPAL SOURCES:

Municipal buildings:

Senior Center, 101
Centre Avenue

Collected as part of residential
in Zone 2 (Red).

Secaucus Municipal
Government Center,
1203 Paterson Plank
Road

Collected as part of residential
in Zone 2 (Red).

Fire Stations: 150 Plaza
Center, 146 Centre
Avenue, 1561 Paterson
Plank Road, 764 7th
Street, 272 County
Avenue

Collected as part of residential
in respective zones.

Senior Housing
Buildings: The Elms at
777 5th Street (100
units), Impreveduto
Towers at 600 County
Avenue (100 units),
Kroll Heights at 700
County Avenue (100
units)

Collected as part of residential
in respective zones

Secaucus Teen and Tot
Center, 145 Front Street

Collected as part of residential
in Zon 2 (Red).

Any Future Municipal
Locations

Litter baskets N/A

Total N/A

Municipal Containers:

Secaucus Swim
Club Container
located in
Schmidt's Woods
off of Meadow
Lane

1 Container; 2 collections per week

1 Container; 2 collections per week

Secaucus
Recreation Center,
1200 Koelle Blvd.

POPULATION: 20,742
(July 2018 estimate from www.census.gov)

AREA: Approximately 6.5 square miles

TONNAGE REPORT:

Solid Waste:

Type 10

2016 5,497.06

2017 6,439.46

2018 6,504.23

Recyclable Materials: Not applicable to bid proposal.

Please note: In addition to this Attachment, a map specifying zones for "Secaucus Trash Collection" can be located at: www.secaucusnj.gov/pickup

Secaucus Trash Collection

