

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

For
New Jersey Municipalities that Contract for Solid Waste Collection Services
And
Solid Waste Collection Utilities that Bid on Residential Collection Contracts
Uniform Bid Specifications for Solid Waste and Recyclable Materials Collection
Contracts

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

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

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

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

- a. A photocopy of a ***valid letter*** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
 - b. A photocopy of a ***Certificate*** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
 - c. A photocopy of an Employee Information Report (***Form AA302***) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
2. The Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts has changed. This affects Attachment #1 of the municipal solid waste collection contract bid specifications.

- a. The entire text of the Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-a-1.doc
3. Contractors are now also required to comply with all the rules and regulations associated with the Americans with Disabilities Act of 1990.
 - a. This document can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-b.doc
 - b. The Act requires bid specifications and contracts to contain the language of the Act. No submission is necessary.
4. A new form that shall be submitted as part of the bid is a Business Registration Certificate (BRC), which is issued by the Division of Revenue in the Department of the Treasury.
 - a. Detailed information on this requirement can be found at the Division of Local Government Services web site <http://www.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration>

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

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Lawnside is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. in the Borough of Lawnside for the following:

SOLID WASTE

BASE BID A - OPTION 1 (PROPOSAL FOR ONE YEAR)

One collection in each and every week as described in section 5 for the period COMMENCING APRIL 1, 2023 AND TERMINATING MARCH 31, 2024.(BOTH DATES INCLUSIVE).

BASE BID A - OPTION 2 (PROPOSAL FOR FIVE YEAR)

One collection in each and every week as described in section 5 for the period COMMENCING APRIL 1, 2023 AND TERMINATING MARCH 31, 2028. (BOTH DATES INCLUSIVE).

BASE BID A - OPTION 3 (PROPOSAL FOR ONE YEAR WITH FOUR ONE-YEAR OPTIONS – AT THE SOLE DISCRETION OF THE BOROUGH)

One collection each and every week as described in section 5 for a period COMMENCING on APRIL 1, 2023 AND TERMINATING as determined by the municipality, but no longer than MARCH 31, 2028.

SOLID WASTE DISPOSAL

SPECIAL CIRCUMSTANCES – SOLID WASTE COLLECTION

BASE BID B – OPTION 1 (PROPOSAL FOR 1 YEAR)

Provide solid waste collection for special cleanup drives as described in section 5 for a period commencing April 1, 2023 and terminating March 31, 2024.

BASE BID B – OPTION 2 (PROPOSAL FOR 5 YEARS)

Provide solid waste collection for special cleanup drives as described in section 5 for a period commencing April 1, 2023 and terminating March 31, 2028.

BASE BID C – OPTION 3 (PROPOSAL FOR ONE YEAR WITH FOUR ONE-YEAR

OPTIONS AT THE SOLE DISCRETION OF THE BOROUGH)

Provide solid waste collection for special cleanup drives as described in section 5 for a period of one year (April 1, 2023 – March 31, 2024) with four one-year options at the sole discretion of the Borough.

Note: The Borough will only be charged upon utilization of solid waste collection for special cleanup drives.

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 (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Courier Post of Cherry Hill NJ and in the Star Ledger of Newark NJ.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the by the Borough Clerk on Wednesday, November 30, 2022 at 10:00 AM in the office at the Lawnside Municipal Building at 4 Dr. Martin Luther King Jr. Road, Lawnside, NJ 08045, 2nd floor in the council chambers. Bids must be delivered by hand, mail or overnight delivery to the Borough Clerk, 4 Dr. Martin Luther King Jr. Road, Lawnside, NJ 08045, 2nd floor in the council chambers no later than 9:45AM on Wednesday, November 30, 2022. All bid proposals will be date and time stamped upon receipt. Each bid must be enclosed in a sealed envelope marked on the outside "Bid for Solid Waste and Recyclable Materials Collection Service in the Borough of Lawnside". 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. The Borough assumes no responsibility for any bid that has been misdirected.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount bid for the highest Base Bid price in the Proposal, provided said bid bond or certified check need not to exceed \$20,000, payable to the Borough of Lawnside;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Business Registration Certification; and
8. Disclosure of Investment Activates in Iran form
9. Bid Proposal

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.

1.5 COMPLETION OF FORMS BY BIDDER

The failure of any bidder to properly complete, sign and submit all forms at time of bid and provide the information required thereon, may be cause for the Borough to disqualify the bidder. Bidders are not permitted to make any changes to the bid documents. In the event the bidder makes any changes, the changes shall be deemed null and void and of no effect.

Information provided on said forms may, at the discretion of the Borough and in accordance with the New Jersey Local Public Contracts Laws, because to qualify or disqualify a bidder.

1.6 COMPLETION OF FORMS BY BIDDER

The failure of any bidder to properly complete, sign, and submit all forms at time of bid and provide the information required thereon, may be cause for the Borough to disqualify the bidder. Bidders are not permitted to make any changes to the bid documents. In the event the bidder makes any changes, the changes shall be deemed null and void and of no effect.

Information provided on said forms may, at the discretion of the Borough, and in accordance with the New Jersey Local Public Contracts Laws, because to qualify or disqualify a bidder.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates and statements required to be submitted by the bidder in response to the Borough of Lawnside advertisement for bids.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the Borough of Lawnside, 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 the Surety will provide a performance bond on behalf of the bidder in the event that the bidder is awarded the contract.

"Container of Solid Waste" shall mean a container shall be watertight and of metal or plastic with a tight-fitting cover and handles. Each container shall have a capacity of not less than twenty (20) gallons or more than fifty (50) gallons and shall not exceed fifty (50) pounds when loaded and placed for collection. Plastic disposal bags not less than three (3) mil thick and clearly marked "HEAVY DUTY" will be accepted as solid waste containers.

"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 Borough of Lawnside to administer contracts for solid waste collection services.

"Contracting Unit" means a Borough 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 Borough 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 recyclable material" means mixed paper, newspaper, corrugated cardboard, and commingled as defined by ordinance Chapter 51 "Garbage, Littering and Handbills" of the Code of the Borough of Lawnside.

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

"Disposal facility" means those sites designated in the Solid Waste Management Plan for the County in which the disposal facility is located for use by the Borough of Lawnside. The disposal facilities that are currently designated in this bid for solid waste and single stream recyclables (as appropriate) are part of the Solid Waste Management Plan for the County in which the disposal facility is located. The Borough reserves the right to dispose of solid waste and single stream recyclables at any facility within 15 miles, in State, of the respective municipal border (at no additional charge). Current locations are described below:

Solid Waste

Covanta Camden Energy Recovery Center
600 Morgan Street
Camden, NJ 08104

The current solid waste disposal contract is part of a master contract within The Camden County Cooperative Purchasing Group. This contract is currently on a one year option period terminating December 31, 2022. The County of Camden does have one additional option year for calendar year 2023 (January 1, 2023 to December 31, 2023). It is assumed that The County of Camden will exercise this option. At this time, no contracts have been secured following December 31, 2023. Following December 31, 2023, the Borough reserves the right to re-direct vendor to any disposal facility located within 15 miles, in the state, of the border of the municipality. No additional costs will be considered for the relocation of solid waste disposal with this 15 mile criteria.

"Governing Body" means the governing body of the Borough, when the contract or agreement is to be entered into by, or on behalf of a, Borough as further

defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: January 1, known as New Year's Day, last Monday in May, known as Memorial Day, July 4, known as Independence Day, the first Monday in September, known as Labor Day, the fourth Thursday in November known as Thanksgiving Day and December 25, known as Christmas Day (total of six days).

"Legal newspaper" means the Courier Post of Cherry Hill NJ and Star Ledger of Newark NJ.

"Proposal forms" means the documents to be submitted by the bidder on which prices for services to be provided under the contract are set forth.

"Service Area" means the geographical area(s) described in Section IV herein. The service area(s) is designated on the enclosed map. **It is recommended that the bidder familiarize themselves with the service areas prior to submitting a bid.**

"Subcontractor" means any person, partnership, corporation or an entity engaged by or to be engaged by the Bidder to perform any of the functions required of the Successful Bidder under this Bid and subsequent Contract with the Borough of Lawnside.

"Surety" means a company that is duly certified to do business in the State of New Jersey and 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 Borough of Lawnside 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 optional bids. All bidders must submit a bid for all base bids and Option considerations. The Borough will, at its discretion, award the contract to the responsible bidder whose aggregate bid price for the chosen base bids. Basis of award and low bidder shall be based on the chosen Base Bid A or Base Bid A and Base Bid B proposals only and not take into consideration the option year offers. (see section 4.1 for additional information)
- 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.
- F. Bidders must submit a price for the annual collection and hauling of solid waste. If The Borough of Lawnside deems submission of an unbalanced bid(s), such as penny bids, dollar bids, providing no bid at all and/or bids whose prices are mathematically and/or materially unbalanced between line items, to be against public policy and nonresponsive, and shall be cause for the bid to be rejected.

3.2. BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Lawnside in the amount of 10% of the highest Base 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 Borough of Lawnside.

3.3. "BRAND NAME OR EQUIVALENT"

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 Borough of Lawnside.

3.4. "OR EQUAL" SUBSTITUTIONS

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

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.

3.5.1 EMPLOYEE WAGE REPORTING

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Borough of Lawnside, any other party to the contract, and the commissioner.

The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the Commissioner, to the Borough of Lawnside for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the

N.J. Department of Labor and Workforce Development's "Payroll Certification for the Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to: Lawnside Municipal Building at 4 Dr. Martin Luther King Jr. Road, Lawnside, NJ 08045, 2nd floor in the council chambers.

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

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

3.8 SUBCONTRACTORS

Any subcontract for the assignment of the performance of the duties and obligations of the Successful Bidder under its contract with the Borough, must first be submitted and approved by the Borough, prior to providing any work commencing under the subcontract, for the Borough's consent to the assignment or other disposition. The proposed subcontractor must submit to the Borough all documentation as required under these Bid Specifications including, but not limited to, the documents required, under Paragraph 1.4, Paragraph 4.4 (Performance Bond), Paragraph 4.5 (Affirmative Action Requirements), Paragraph 4.6 (Vehicle Dedication Affidavit), and a New Jersey Business Registration Certificate, and all documents, insurances and bonds (except bid bonds) as required pursuant to Paragraph 6.1 of these Bid Specifications. No assignment will be approved with less than a one (1) year duration. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

3.9 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the Borough is prohibited from entering into a Contract with an entity unless the Bidder/Proposer/Contractor, and each Subcontractor that is required by law to be named in a Bid/Proposal/Contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury. Prior to Contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of Business Registration and that of any named Subcontractor(s).

3.10 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

In accordance with P.L.2012, c25 (N.J.S.A. 52:32-55), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract is required to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on the list of persons or entities determined by the NJ Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the Act. The certification required shall be executed on behalf of the applicable person or entity by an authorized office or representative of the person or entity. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of

section 5 of P.L.2012, c.25 (.52:32-59). The local contracting unity may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty. This is a mandatory submittal. Failure to submit the required certification is cause for the bid to be rejected.

3.11 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 Borough of Lawnside.

3.12 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Borough. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Borough.

The Borough reserves the right, at their option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

3.13 TRUTH IN CONTRACTING

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws: N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

3.14 VENDOR MAINTENANCE OF DOCUMENTATION

Pursuant to N.J.S.A. 52:15C-10 and N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

3.15 ADDENDA

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and notice will be provided through an advertisement in Courier Post and Star Ledger, sent to potential bidders who provided a physical or email address when obtaining a copy of the bid package. Any/all addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. Any/all addenda must be signed and included with bid submission. The Borough of Lawnside interpretations or corrections thereof shall be final.

All questions must be submitted in writing and may be emailed to Marsharee Wright at m.wright@lawnside.net and Edward Hill at edward.h.hill@gmail.com. No interpretations of the meaning of the specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be made in writing, addressed to Marsharee Wright and Edward Hill and to be given consideration, must be received at least fifteen (15) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with N.J.S.A. 40A:11-23(c)(3).

3.16 LOCAL, STATE OR FEDERAL TAXES

The Borough of Lawnside is exempt from any local, State, or federal sales, use or excise tax. The Borough will not pay for N.J. State Sales and Use Tax that are included in any invoices.

3.17 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
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.

3.18 NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any

manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (N.J.S.A. 18A:18A-51 et seq.).

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any

and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the

Contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose Base Bid A (Option 1, 2 or 3) price is the lowest responsible bid or awarded to the bidder whose aggregate bid price for Base Bid A (Option 1, 2 or 3) and Base Bid B (Option 1, 2 or 3) is the lowest responsible bid.

- C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

A. If an award is made by the Borough of Lawnside for a multi-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Lawnside located at 4 Dr. Martin Luther King Jr. Road, Lawnside, NJ 08045. The time of delivery shall be concurrent to the delivery of the vehicle dedication affidavit, appropriate affirmative action document and executed contract and shall be outlined in the notice of award. The performance bond for each succeeding year shall be delivered to the Borough of with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. Failure to deliver a performance bond for any year of a multi-year contract, within one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate their respective 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 Borough, in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Borough's intent to award any contract the contractor must submit one of the following to the Borough:
 - 1. A photocopy of a **valid letter** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
 - 2. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
 - 3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
- C. If the Contractor does not submit the affirmative action document within the required time period the Borough may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

The successful bidder 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: on the collection day specified, 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 Borough 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. In the event the Contractor violates the

term of the vehicle dedication affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Borough of Lawnside to terminate the Contract.

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 Borough may not award a contract until all tabulations are complete.

4.8 EMPLOYEE WAGE REPORTING

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Borough awarding the contract, any other party to the contract, and the commissioner.
2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner and the borough for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J.

Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-6 for each covered employee. The certifications shall be submitted to the boroughs business address and contact listed in section 4.09.

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

4.9 BOROUGH OF LAWNSIDE BUSINESS ADDRESS

Borough of Lawnside
4 Dr. Martin Luther King Jr. Road
Lawnside, NJ 08045
ATTN: Angelique Rankins, Business Administrator

4.10 CONTINUATION OF CONTRACT

Continuation of the terms of this contract beyond the fiscal year of the borough is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the borough reserves the right to cancel this contract upon thirty (30) days written notice.

5.0 WORK SPECIFICATIONS

The work and services to be performed and provided consist of the household collection, removal and disposal (if awarded) of solid and bulky waste from every residence and from three (3) 2-yard dumpsters, two (2) 6 -Yard dumpsters and one (1) 10 - Yard dumpster at municipal properties every trash day. Also, under separate option, solid and bulky waste from one (1) 30 - yard dumpster up to three (3) times per year. Also, under separate option, special collection (if required) four times per year. Bid is for a contract term of one (1) year or five (5) years, or one (1) year with four (4) one year options to commence on **January 1, 2023** and ending on **December 31, 2023** for one (1) year and for five (5) years to end on **December 31, 2027**. The contract term for the one (1) year with four (4) one year options will commence on January 1, 2023 with ending subject to change.

The collection and removal services generally contemplate the continued and

uninterrupted service as here to fore provided within the Borough of Lawnside. Each collection option is numbered and specifies each service that must be bided as part of that option.

5.1 SERVICE

Collection and removal services shall encompass of curbside pick-up and container solid waste pick-up once per week collection for approximately 1320 single family homes, townhouses, twin homes, duplexes, two (2) apartment complexes and municipal properties and any other home or property which may be designated by the Borough of Lawnside.

The successful bidder shall employ such methods or means to execute the work called for in this proposal so as to avoid any interruption or interference with the operation of the affairs of the Borough of Lawnside and shall likewise take the necessary steps to insure that during the course of performance there will be no infringement on the right of the public.

5.2. COLLECTION OPTIONS

OPTION #1 SOLID WASTE/BULKY WASTE

The following materials shall be collected on a specific day (Monday) each week: household collection, removal, and transportation of solid waste/bulky waste. The Contractor may request the collection day to be changed with the approval of the Borough of Lawnside. Bulky waste includes any and all large, non-commercial appliances, (not including furnaces), and tires, from single family, multi-family and one-four unit apartment dwellings, as set forth in Attachment #3.

Contractor will also collect and dispose of solid waste from three (3) 2-yard dumpsters, two 5-yard dumpsters and one 10-Yard dumpster at two municipal properties every trash day. All dumpsters to be supplied by the Contractor. Costs to include collection, transportation and disposal of all dumpster service. The containers need not be serviced by a dedicated truck as disposal costs are to be included in the price for these entities. The Borough will not be responsible for costs of disposal.

OPTION #1 30-YARD DUMPSTERS

Contractor will collect and dispose of solid waste from one (1) 30-yard dumpster up to three (3) times per year located at sewer plant. Dumpster to be supplied by the Contractor. Costs to include collection and transportation only. Borough will

be invoiced separately for disposal of only the 30-yard roll-off container.

OPTION #2 SPECIAL CIRCUMSTANCES

The Contractor shall on scheduled routes cooperate with special clean-up drives as may be promulgated by the Borough, not to exceed four times a year.

5.3. CONTAINERS

Residential garbage and trash containers shall not exceed approximate capacities of thirty-five gallons, 4 cubic feet capacity, or a gross weight of 50 pounds, whichever is the greater in each instance. Containers located at municipal buildings will be as identified in section 5.2.

5.4. COLLECTION SCHEDULE

The contractor shall collect garbage and trash throughout the Borough on routes and schedules approved by the Borough so that each street or property will have collection on one fixed day a week (Mondays), twelve months a year at residential dwellings and municipal dwellings. Trucks shall follow the same route which shall not be changed except upon approval of the Borough, so that service to residents will be at a reasonably uniform time and pattern.

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 am and 6:00 pm, except for unusual delay, emergency or breakdowns. Collections shall be made with a minimum of noise and traffic delay. Collections shall be made at the curb line with the lids being replaced. No stray trash shall be left on the streets or sidewalks. Employees shall not be loud, noisy, vulgar, obscene or insolent to residents.

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

If any collection falls on January 1, known as New Year's Day; Third Monday in January known as Martin Luther King Jr's Birthday; the Day designated and known as Good Friday; the Day designated and known as Memorial Day; Fourth of July; the first Monday in September, known as Labor Day; Thanksgiving Day; December 25, known as Christmas Day, then collecting shall be made the next day for that area and the remaining collections being made on Saturday, as necessary. No collection may be made on Sunday, except in an emergency approved by the Borough Administrator. The Holiday Collection Schedule is advertised in the Courier Post. The contractor is required to notify the Borough two weeks in advance and to advertise in the newspaper if there is to be any

change from the Holiday Collection Schedule.

C. Collections shall be made from homes, apartment dwellings and municipal buildings. In such instances, collections shall be made at the curb except as hereinafter provided.

D. In the case of business or commercial garbage and trash, the contractor shall only be obligated to collect normal and reasonable quantities conveniently and properly placed at the curb. Large quantities of business and commercial garbage and trash shall not be included with this contract.

E. The contractor shall collect the garbage and trash at the municipal buildings and cooperate with the reasonable requirements and conditions in each case as directed by the Borough's Director of Public Works.

F. During unusual circumstances as described herein, the contractor shall be expected to conduct his usual collection along the specified routes, but shall be excused from collecting or cleaning up debris of substantial quantities from hurricanes, storms, disasters or other unusual disasters or acts of God which may litter the streets or highways.

G. There shall be no "re-direct" transportation charges for any solid waste facility that are within 15 miles, within state, from the border of the Borough of Lawnside.

5.5. VEHICLES AND EQUIPMENT

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

B. All collection trucks shall be compaction types, completely enclosed and watertight. 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.

5.6. NAME ON VEHICLES

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

5.7. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days between the hours of 7:00 AM and 6:00PM for the Borough of Lawnside. The Borough shall list the Contractor's telephone number in the Telephone directory along with other listings.

The contractor will also be required to provide the Borough of Lawnside with (24) hour emergency contact numbers.

5.8. FAILURE TO COLLECT

- A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.
- B. Liquidated Damages – It is understood that the orderly and proper collection and disposal of solid waste and recyclables is a matter of serious and vital concern to the Borough for the health, safety and welfare of the residents of the Borough. Likewise, it is anticipated that occasional and minor breaches or violations may occur. Since these are incapable of prompt and reasonable calculations, the following stipulated penalties and damages, whose determination and certification shall be final unless reversed by the Governing Body, shall apply. The Contract Administrator shall notify the Contractor of such violation when convenient and susceptible of immediate correction. Otherwise, the Borough shall deduct the same from the payment due to the Contractor.

1. The Contractor agrees that liquidated damages will be assessed in all cases where the Borough shall elect to take such liquidated damages for actual costs but not less than the following: \$1,000.00 per route or any portion thereof for each day that the Contractor fails to collect the refuse material except where due to an Act of God. "Route" shall be defined to mean the path which each truck follows to collect refuse in any given day. Each truck responsible for the collection of refuse shall be deemed to comprise its own route. For example, if there are ten trucks in the municipality collecting refuse on any given day, and all ten trucks fail to appear for collection, then the liquidated damages shall be \$10,000 (ten thousand dollars).
2. For failure to clean up immediately, spillage from the Contractor's vehicles or resulting from the collection or carting of refuse: one hundred (\$100.00) dollars for each such violation.
3. For failure to answer a complaint pertaining to problems concerning collection of solid waste on the same day the complaint is received: one hundred (\$100.00) dollars.
4. For failure to provide information as to the number and type of trucks working daily: fifty dollars (\$50.00) a day.
5. For failure to place trash containers off the traveled roadway on the grass plot: fifty (\$50.00) dollars for each location stop and/or house.
6. \$100.00 (one hundred dollars) for failure to replace or pay for any container or cover within seven (7) days as prescribed.
7. \$200.00 (two hundred dollars) per occurrence for regularly failing to collect a stop.
8. \$100.00 (one hundred dollars) per occurrence for failure of any collection vehicle to be equipped with a broom or shovel as required.
9. \$100.00 (one hundred dollars) for failure of the Supervisor to report and collect complaints as set forth in Section 5.11.
10. If the Contractor mixes a load of recyclable material with solid waste, liquidated damages will be assessed in the amount equal to the entire disposal cost of the material in the truck. The cost/ton will be based on the weight of the truck at the disposal facility.

11. \$1,000.00 (one-thousand dollars) per occurrence for any employee accepting a gratuity as set forth in Section 5.12.
12. \$1,000.00 (one-thousand dollars) per occurrence for the collection and/or disposal of any unauthorized stop.

A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not in limitation of other rights of the Borough of Lawnside under other parts of these specifications.

In the event that continued and repeated violations are not corrected by the Contractor after due notice by the Borough of Lawnside, the Borough shall in no way relieve the Contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

It is not the intent of the Borough to unreasonably assess damages under this Section. The purpose is to respond to citizens' complaints and resolve disputes over the collection and/or disposal of solid waste. In all cases where a dispute arises, the Mayor or designee, or Contract Administrator will make a reasonable final determination on a settlement which will be binding under this contract.

5.8. 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 Borough.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough on a monthly basis, due the first week of each and every month.

5.9. SOLICITATION OF GRATUITIES

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

5.10. INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection service in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided collection services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough for the preceding calendar month (the "Billing Month").
- B. The Borough shall pay all invoices within 30 days of receipt. The Borough of Lawnside will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicle used for curbside collection in the Borough, 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 Borough 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. This provision does not include dumpster/container service. Container service shall be inclusive of disposal.
- D. The Borough agrees to pay all disposal charges billed by the disposal facility.

5.11. COMPETENCE OF EMPLOYEES

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

5.12. SUPERVISION OF EMPLOYEES

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

5.13. 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 Borough of Lawnside as an Additional Named insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract.

5.14. CERTIFICATES

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

5.15. INDEMNIFICATION

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

5.16 ADVERTISING – AT NO EXPENSE TO THE INDIVIDUAL PARTICIPATING MUNICIPALITIES

Any and all advertising of holidays and days where a change of schedule will occur will appear in the Courier Post and The Philadelphia Inquirer.

The advertisement will be a minimum of four (4) inch square in size and all language must be submitted to the Borough Administrator for approval.

The advertisement will be placed and must run for four (4) days in advance of each holiday.

The advertisement must include clip art of some type of trash service (i.e. trash can(s), trash truck, etc.) to bring attention to the ad.

The ad shall not be limited in the amount of text to be provided. Borough may edit advertisements to their liking at no cost.

5.17 NO LITTER OF STREETS

The Contractor shall pick up and sweep, if necessary, all refuse that may drop in the street during the collection and transfer of solid waste or recyclables. The Contractor shall also be responsible to clean up immediately any spillage of liquids, including paint and/or hydraulic fluid that may be deposited on traveled roadways.

5.18 PROPERTY DAMAGE

The Contractor shall be liable for damage caused by its servants or agents to buildings, walks, lawns, drives, flowers, shrubs, or trees and for any loss of any nature whatsoever to the property owner, and any such loss resulting from the acts of omission of the Contractor, his servants or agents, shall be promptly paid. If after ten days' notice, such payment is not made by the Contractor the borough may pay the same and deduct the amount thereof from the next payment to the Contractor. The borough administrator shall be the sole judge of the reasonableness of all claims submitted and his/her decision shall be final and binding upon the Contractor. Contractor shall carry the appropriate property damage insurance as specified within.

5.19 BREACH OF CONTRACT

If the work to be done under these specifications and the contract to be entered into shall be abandoned or not carried on, or if at any time the Mayor, Borough Administrator, Director of Public Works or his/her Designee, or the municipality's Contract Administrator, shall be of the opinion and shall report

that the said work is unnecessarily or unreasonably delayed, or that Contractor has violated any of the conditions or covenants of these specifications, or is not making such collections on the scheduled collection times, the borough shall have the right and power to notify Contractor to discontinue all work or any part thereof as the borough may designate. The borough shall thereupon have power to contract for the completion of the work, and, at its option, to hire so much equipment and to place such and so many persons on the work as it may deem advisable, by contract or otherwise to complete the work as herein described, or so much thereof as shall be necessary, and to charge the expense of said labor and material and equipment to the Contractor. The expense so charged shall be deducted and paid by the borough out of such monies as may be either due or may at any time thereafter become due to the said Contractor under the contract or any part thereof. In case the expense is greater than the sum which would have been payable under this contract, then the Contractor shall remit the amount of such excess to the borough. The surety bond or bonds herein mentioned shall be security for the said indemnification of the borough.

It is hereby stipulated and agreed that in the event of a labor strike or other emergency the Contractor shall not forfeit its contract by reasons thereof for the duration of such strike or act of God; provided, however, that the cost of performing the work specified in the contract to be done during such period shall be charged to the Contractor as in the case of a default by him.

The Contractor hereby agrees that in the event of such default, if the expense of carrying out the contract shall exceed the cost of said work under the contract, the said Contractor will reimburse the borough for any expense over the cost of said work under the contract. Contractor agrees that any breach of contract shall give the borough the right (in addition to its other rights under these specifications) to utilize the rights reserved under this section. A strike contingency plan must be submitted at the time of the award.

5.20 TERMINATION OF CONTRACT

- A. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the borough contract, who may thereupon employ the necessary labor to perform the work or re-advertise or re-let the work, at the expense of the offending Contractor and its sureties.
- B. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under these specifications or if the Contractor shall violate any of the requirements of this contract, the borough shall thereupon have the right to terminate their contract by giving written notice to the Contractor of such termination. Such

termination shall relieve the borough of any obligations for balances to the Contractor of any sum or sums set forth in the contract.

- C. Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by the borough by virtue of any breach of the contract by the Contractor and the borough may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the borough from the Contractor is determined. In case of default by the Contractor, the borough may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- D. The Contractor agrees to indemnify and hold the borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the borough under this section.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the borough reserve the right to cancel their individual municipality's agreement.

5.21 MATERIAL DISPOSAL

All materials shall be disposed of directly to the designated disposal facility by the collection vehicle. No transfer system shall be employed by the Contractor, unless the municipality expressly approves of a licensed transfer station. All material shall be disposed of on the same day on which it was collected. In cases where disposal cannot be made on the same day, then disposal shall be made no later than the following day in which the disposal facility is open and accepting material. In instances where this is not possible, i.e. breakdowns etc., then the Contractor must immediately notify the municipality in writing of its inability to dispose of the material, the reason it cannot dispose of the material, the anticipated disposal day, the vehicle affected, and the date the material was originally collected. If the municipality does not receive such notification, it reserves the right to deny payment for any such collection.

5.22 NOTICE DESIGNATIONS

The locations designated in these specifications as the place at which all notices, letters and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered.

All notices specifically mentioned herein and all other communications of any kind may be sent by regular mail, and the Contractor shall be deemed to have received said notice. If the document in question has been addressed to the

Contractor at the address provided and has been deposited in the post-paid envelope and forwarded via United States Postal Service, the date of service of the notice or other communications shall be five days following the date on which the same was so deposited in the United States mail.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally, it being agreed that personal service, while not required is superior to the general mode of service by mail as prescribed herein.

5.23 RE-DIRECT CONSIDERATION / FEES AFFECTED BY LAW

Should a change in the approved Solid Waste Management Plan for the county in which the disposal facility is located re-direct the material collected under this contract, or should legislation first implemented after the date of execution of an agreement covering this contract impose taxes, tariffs, fees, surcharges, or other charges causing an increase or decrease in costs relating to the transportation covered by this contract, the borough and Contractor agree upon proper certification to adjust the appropriate charges set forth in the contract (with the exception of 5.4G) there will be no re-direct transportation charges considered for any solid waste facility that is within 15 miles, in state, from the Borough.

5.24 CONSIDERATION OF LAW

The Contractor shall comply with all laws, rules and regulations of safety and sanitation of the State of New Jersey, its departments, divisions, and agencies, as well as of the borough, together with all laws, rules and regulations of the State of New Jersey, and of the United States with regard to working conditions, hours and wages. If any provision of the Instructions to Bidders, General Specification or other contract provision shall be held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

5.25 DISCLOSURE OF CONTRIBUTIONS

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

6.1 BIDDING DOCUMENTS CHECKLIST

The following documents shall be submitted by the bidder at the time and date specified in the Public Notice to prospective bidders:

- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A completed questionnaire demonstrating that the bidder has the financial ability, experience, capital and equipment necessary to perform the Contract. The bidder shall answer each question fully and completely; failure to answer each question completely or to provide any of the information requested shall result in the rejection of the Bid Proposal.
- ___ 6.5. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Lawnside.
- ___ 6.6. Stockholder statement of ownership.
- ___ 6.7. Non-Collusion Affidavit.
- ___ 6.8. Consent of Surety.
- ___ 6.9. Business Registration Certification (BRC) issued by the New Jersey Division of Revenue.
- ___ 6.10. Disclosure of investment Activities in Iran Form.
- ___ 6.11. Bid Proposal.

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date _____

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

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

STATE OF NEW JERSEY }
COUNTY OF } SS: "Solid Waste Materials Collection Service in the Borough of Lawnside"

I, _____[NAME OF AFFIANT], am the [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the _____ [NAME OF BIDDER], and being duly sworn, I depose and say:

- 1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the [GOVERNING BODY] to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Lawnside 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 Borough of Lawnside 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 Borough of Lawnside 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 Borough of Lawnside 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.

6.4 QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for the "Solid Waste Materials Collection Service in the Borough of Lawnside". **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 Borough of Lawnside 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 Borough of Lawnside 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 Borough 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(s) that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of Borough;
 - (b) Approximate population of the Borough;

QUESTIONNAIRE
continued

- (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.

QUESTIONNAIRE
continued

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders' asset, 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.

6.5 BID GUARANTY

Bid Guaranty:

Each bid must be accompanied by a bid bond or certified check in the amount of ten percent of the bid for the highest Base Bid submitted. Bond or check to be payable to the order of the Borough submitted as a guaranty that in the event the bid of the maker is accepted and a contract awarded to him, he will duly executive the same. The performance of that contract shall likewise be duly secured by the required performance and liability bonds and insurance.

Disposition of Proposal Guaranty and Submission of Performance Bond:

As soon as the lowest responsible bidder has been selected and the performance bond has been accepted by the Borough, all bid bonds submitted shall be returned to the bidders, except that the bid bonds of the two (2) lowest responsible bidders shall be retained until the performance bond has been accepted by the Borough. The lowest responsible bidder to whom the award is made shall execute the contract and furnish the required bonds or surety for the performance of said contract. In case the bidder to whom such an award is made shall fail to execute and deliver a contract and the necessary bonds to the Borough, the award to him may be vacated by the Borough and the respective bid surety may be forfeited as liquidated damages, or the Borough may, at its option, recover from said bidder the difference between the price of his bid and the amount of the contract as shall be subsequently awarded, applying said bid bond on account thereof.

The Contractor shall submit a bid guaranty form as supplied by his bonding company or, as stated above, a certified check may be submitted as an option. Bid guarantees shall include all information as required by law.

**6.6 STOCKHOLDER STATEMENT OF OWNERSHIP
STOCKHOLDER DISCLOSURE CERTIFICATION**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Partnership

Corporation

Sole Proprietorship

Limited Partnerships

Limited Liability Corporations

Limited Liability Partnerships

S Corporations

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders:

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me
This ___ day of _____, 20__.

(Notary Public)

(Affiant)

(Print name & title of affiant)

My Commission Expires on: _____, 20__

(Corporate Seal)

6.7 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

s.s.: "Solid Waste Materials
Collection Service in the Borough of
Lawnside".

I, _____ [NAME OF AFFIANT] of the Borough 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 other wise take any action in restraint of free, competitive bidding in connection with
the above-named project. All statements contained in said Bid Proposal and in this affidavit are
true and correct and made with full knowledge that the State of New Jersey and the [GOVERNING
BODY] 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__.

6.8 CONSENT OF SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate 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 the full
(CONTRACTOR)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Authorized Agent of Surety Company

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

6.9 BUSINESS REGISTRATION CERTIFICATE (BRC) ISSUED BY THE NEW JERSEY DIVISION OF REVENUE

To be Provided by Bidder

6.10 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK EITHER BOX AND SIGN WILL RENDER
THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

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

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name:

Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____

Contact Phone Number: _____

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

Full Name (Print):

Signature:

Title: _____

Date: _____

Bidder/Vendor: _____

6.11 PROPOSAL

Proposal for the “Solid Waste Materials Collection Service in the Borough of Lawnside” beginning April 1, 2023.

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 following Proposal Sheets.

NOTE:

Bidders are required to sign all Proposal sheets.

Bidders must bid on Base Bid A (All Options) and Base Bid B (All Options) Considerations.

Signature

**Affix seal if
a corporation.**

Title

Bidders must submit a price for the annual collection and hauling of solid waste. Penny bids, dollar bids, or providing no bid at all, will be cause for the bid to be considered as nonresponsive and the bid will be rejected. Likewise, if the prices bid are mathematically and/or materially unbalanced between line items this may also be reason for the bid to be considered nonresponsive and the bid will be rejected.

Notes

1. The undersigned will contract to do all work and furnish all the materials, equipment, labor, etc. as necessary to carry out the intent of these specifications each and every week as described in Section 5 for the period commencing as identified within the various bid options/alternates.

2. For the Borough of Lawnside, The current solid waste disposal contract is part of a master contract within the Camden County Cooperative Purchasing Group. This contract is currently on a one year option period terminating December 31, 2022. The County of Camden does have an additional option year for calendar year 2023 (January 1, 2023 to December 31, 2023). It is assumed that the County of Camden will exercise this option. At this time, no contracts have been received following December 31, 2023. Following December 31, 2023, the borough reserves the right to re-direct vendor to any disposal facility located within 15 miles, in state, of the border of the municipality. No additional costs will be considered for the relocation of solid waste disposal with this 15 mile criteria. The Borough makes no representation as to the alternate facility or facilities and reserves the right to re-direct within stated distance within 30 days' notice.

3. For the Borough of Lawnside, the standard solid waste collection service per year shall be for collection and transportation of all solid waste.

4. Bidders will not be permitted to "front-load" bids. In no case shall a cost for an earlier year be in excess of the following year's bid. Bidders may divide total costs into equal values for each year of the contract.

Bidder's Representative (print)

Name of Firm

Signature

Address

Date

City, State, Zip Code

PROPOSAL
SCHEDULE OF PRICES

Please Note: The amount shall be calculated using the quantity multiplied by the unit price Bid, to the penny. Do not round-off the amount.

Bidders must submit a price for the annual collection and hauling of solid waste as well as a price for the annual collection and hauling of recyclables. Penny bids, dollar bids, or providing no bid at all, will be cause for the bid to be considered nonresponsive and the bid will be rejected. Likewise, if the prices bid are mathematically and/or materially unbalanced between line items this may also be reason for the bid to be considered nonresponsive and the bid will be rejected.

SOLID WASTE SERVICES

Base Bid "A" – Option #1 Solid Waste Collection April 1, 2023 – March 31, 2024
(Proposal for One Year)

Year 1

No.	Item Description- Payment Items	Qty	Unit	Unit Price	Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS @	\$	= \$
					= \$

SOLID WASTE SERVICES

TOTAL BASE BID "A" Option#1 (April 1, 2023 – March 31, 2024)					= \$
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**Base Bid “A” – Option #2 Solid Waste Collection April 1, 2023 – March 31, 2028
(Proposal for Five Years)**

Year 1- April 1, 2023 – March 31, 2024

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$
						=	\$

Year 2 – April 1, 2024 – March 31, 2025

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year				1 LS @ \$	=	\$

Year 3 – April 1, 2025 – March 31, 2026

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

Year 4 – April 1, 2026 – March 31, 2027

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

Year 5 – April 1, 2027 – March 31, 2028

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

SOLID WASTE SERVICES

TOTAL BASE BID “A” Option#2 (April 1, 2023 – March, 31, 2028)	=	\$
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**Base Bid “A” – Option #1 Solid Waste Collection April 1, 2023 – March 31, 2024
(Proposal for One Year with Four One-Year Options – at the sole discretion of the
Borough)**

Year 1- April 1, 2023 – March 31, 2024

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$
						=	\$

Year 2 – April 1, 2024 – March 31, 2025 (Option Year #1)

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

Year 3 – April 1, 2025 – March 31, 2026(Option Year #2)

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

Year 4 – April 1, 2026 – March 31, 2027(Option Year #3)

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

Year 5 - April 1, 2027 – March 31, 2028 (Option Year #4)

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Base Service Curb Side and Dumpster Pick Up Per Year	1	LS	@	\$	=	\$

SPECIAL CIRCUMSTANCES – SOLID WASTE

**Base Bid “B” – Option #1 Solid Waste Collection April 1, 2023 – March 31, 2024
(Proposal for One Year)**

Year 1

No.	Item Description- Payment Items	Qty	Unit		Unit Price		Amount
1	Special Circumstances	4	Times	@	\$	=	\$
						=	\$

SOLID WASTE SERVICES

TOTAL BASE BID “B” Option#1 (April 1, 2023 – March 31, 2024)						=	\$
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SPECIAL CIRCUMSTANCES – SOLID WASTE

**Base Bid “B” – Option #2 Solid Waste Collection April 1, 2023 – March 31, 2028
(Proposal for Five Years)**

Year 1- April 1, 2023 – March 31, 2024

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$
						=	\$

Year 2 - April 1, 2024 – March 31, 2025

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 3 - April 1, 2025 – March 31, 2026

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 4 - April 1, 2026 – March 31, 2027

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 5 - April 1, 2027 – March 31, 2028

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

SOLID WASTE SERVICES

TOTAL BASE BID “B” Option#2 (April 1, 2023 – March 31, 2028)						=	\$
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SPECIAL CIRCUMSTANCES – SOLID WASTE

**Base Bid “B” – Option #3 Solid Waste Collection April 1, 2023 – March 31, 2024
(Proposal for One Year with Four One-Year Options – at the sole discretion of the
Borough)**

Year 1- April 1, 2023 – March 31, 2024

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$
						=	\$

Year 2 – April 1, 2024 – March 31, 2025 (Option Year #1)

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 3 – April 1, 2025 – March 31, 2026 (Option Year #2)

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 4 – April 1, 2026 – March 31, 2027 (Option Year #3)

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

Year 5 – April 1, 2027 – March 31, 2028 (Option Year #4)

<u>No.</u>	<u>Item Description- Payment Items</u>	<u>Qty</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amount</u>
1	Special Circumstances	4	Times	@	\$	=	\$

7. CONTRACT DOCUMENTS

7.1 CONTRACT

For the Solid Waste Materials Collection Service in the Borough of Lawnside, County of Camden, State of New Jersey.

This Agreement, made the ____ day of ____ in the year of Two Thousand and twenty-two between the Borough of Lawnside, party of the first part, and _____ party of the second part.

Witnesseth, that the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to perform all the work and labor required in and about the **Solid Waste Materials Collection Service** in the Borough of Lawnside, in strict conformity with the specifications which were duly approved by the Governing Body, which said specifications are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement, and will complete the collection and hauling for a period of ____ calendar days. Collection shall be performed _____ a week on each _____. This Contract is conditional upon receiving a Treasurer's Certification from the municipal treasurer stating that sufficient funds are available for this Contract.

The party of the second part agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants, and each and every one of them, against and from all suits and cost of every name and description, and from all damages to which the said party of the first part or any of its officers, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of said party of the second part, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or this agent or agents.

Workmen engaged in the performance of this contract work shall be paid not less than the prevailing wage rate for this Borough as determined by the State Commissioner of Labor and Industry and as attached hereto. In the event it is found that any workmen, employed by the contractor or any subcontractor covered by this contract, has been paid a rate of wages less than the prevailing wage required to be paid by this contract, the public body may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or

otherwise.

The parties to this contract agree to incorporate into this contract, the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27).

It is also agreed and understood that the acceptance of the final payment of the contractor shall be considered as a release in full of all claims against the Governing Body out of, or by reason of, the work done and materials furnished under this contract.

Contractor shall comply with P.L. 34:11-56.33 covering Statement by contractor of Amounts Due Workmen.

The party of the first part reserves the right, when determined necessary, to renegotiate the contract due to an increase or decrease occurred as a result of the relocation of the solid waste disposal facility or compliance with an order issued by the Department directing the solid waste to be disposed at a facility other than specified.

P.L. 34:9-2. Resident citizens to be preferred in employment of public works.

In the work for any public work for the state, or any county, city, town, township, or Borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be trash collection and hauling, construction, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

Every contract for collection and hauling for public works shall provide that if this section is not complied with the Contracts shall be voidable at the instance of the State, County, or Borough.

All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the office of the Commissioner of Labor the names and addresses of all contractors holding contract with the State, or any County, or Municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the commissioner, a contractor shall furnish a list of the names and addresses of all his or its subcontractors.

Each contractor performing work for the State, or for any County, or Municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

Any person, firm or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars nor more than five hundred dollars, or by imprisonment of not less than thirty days nor more than ninety days, or by both such find and imprisonment.

In consideration of the premises, the party of the first part hereby agrees to pay to the party of the second part for said work in accordance with the specifications for the authorized work done in the proposal at the respective price bid therefore by the party of the second part, which payment according to the bid will amount to the sum of \$_____, payments to be made in accordance with the provisions of the specifications.

This contract is to be binding upon the party of the first part, its successors or assigns, and upon the party of the second part, _____.

In Witness Whereof, the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution of said party of the first part passed for that purpose, and the said party of the second part have/has set his/their hand(s) and seal(s) the day and year first above written.

(Seal) By: _____ (Date) _____

Attest:

(Date) _____

(Seal) Contractor:
By: _____

Signed, sealed and delivered in the presence of: _____ (Date) _____

7.2. PERFORMANCE BOND

For the Solid Waste Materials Collection Service in the Borough of Lawnside, County of Camden, State of New Jersey.

Know All Men By These Present, That We, the Undersigned, _____, as principal, and, _____, a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to do business in the State of New Jersey, as surety, are held and firmly bound unto the Borough of Lawnside in the penal sum of \$_____ which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, A.D. two-thousand twenty-two.

The condition of the Above Obligation is Such, That Whereas the above-named principal did on the _____ day of _____, enter into a contract with the Borough of Lawnside which said contract is made a part of this, the bond, the same as though set forth herein.

Now, if the said contractor shall well and faithfully do and perform the things agreed by the Borough of Lawnside to be done and performed according to the terms of said contract, or any changes or modifications therein made as therein provided an shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed or materials, provisions or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contracts; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation, having a just claim, as well as for the obligee herein; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every kind and description, and from all damages to which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of the said party of the second part to the said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agents, employees, or servants; and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid, it officers, agents and servants from all suits and actions of any kind or character whatsoever, which maybe brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by, or on account of, any claims or amount recovered for any infringement of patent, trademark or copyright; 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.

PERFORMANCE BOND

continued

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the specifications therefore, shall in anywise affect the obligation of said surety on its bond.

By:

By:

Surety

Signed, Sealed and Delivered
in the Presence of

7.4. CERTIFICATE OF INSURANCE

The contractor shall not commence work until he has provided proof of insurance in the following minimum amounts:

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 complete 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 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.

The insurance certificate shall list the governing body as additional insured on the comprehensive general contractual liability, automobile liability and umbrella policies.

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 shall remain in full force and effect until the final contract payment.

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.

Certificate 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.

Contractor shall submit a certificate of insurance form as supplied by his insurance company. Certificate of insurance shall include all information noted above and as required by Law.

ATTACHMENT #1

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

APPENDIX B

Borough of Lawnside- MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family/Multi-family	907 units approximate
Apartment/Condominiums	2
Total	909 units approximate

MUNICIPAL SOURCES: Collection of cans behind Municipal Building-

DUMPSTER SOURCES:

Municipal Building	1 Dumpster
Public Works Building	1 Dumpster
Community Center	1 Dumpster
Sewer Plant	1 Dumpster
Mouldy Road Apts	7 Dumpsters
Charleston & Evesham Apts	8 Dumpsters

POPULATION: 2020 Census-2,957

AREA: 1.5 square miles

TONNAGE REPORT (2020/2021) YEAR:

Solid Waste:

Type 10	4000.35 tons (approximate)
Type 13	0
Type 23, 25, & 27	0
Total	4000.35 tons (approximate)

Recyclable Materials: 2021 1333.45 tons single stream (actual)