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BOROUGH OF UPPER SADDLE RIVER

NOTICE TO BIDDERS

COLLECTION AND REMOVAL OF RECYCLABLE MATERIALS

Sealed proposals will be received by the Borough of Upper Saddle River in the Municipal Building, 376 West Saddle River Road, Upper Saddle River, New Jersey, on **August 19, 2020** at 10:00 a.m. for the collection and removal of recyclable materials for the one (1) year period commencing on a period of one (1) year, to commence on October 1, 2020 and ending on September 30, 2021, or for a period of two (2) years, to commence on October 1, 2020 and ending on September 30, 2022, or for a period of three (3) years to commence on October 1, 2020 and ending on September 30, 2023, or for a period of four (4) years to commence on October 1, 2020 and ending on September 30, 2024, or for a period of five (5) years to commence on October 1, 2020 and ending on September 30, 2025, at the option of the Mayor and Council, in accordance with Specifications on file in the office of the Borough Clerk in the Municipal Building.

Specifications for the proposed work may be obtained by prospective bidders at the office of the Borough Clerk, **by appointment only**. Kindly call 201-934-3975. The cost of the bid is $5.00. Alternatively, bids may be obtained on the Borough website, www.usrtoday.org. *(Documents can be downloaded from the Bid Listings tab under Quick Links on the Home Page).* Bidders shall be required to submit a Proposal for a one (1) year contract, for a two (2) year contract, for a three (3) year contract, for a four (4) year contract, and for a five (5) year contract. In addition to submission of the five (5) Proposal Forms, each Proposal must be accompanied by those documents set forth on the Bidding Documents Checklist, and such documents must be completed in full. The Mayor and Council reserve the right to examine the bidding documents and if not satisfied with the sufficiency thereof, to reject the bid. In addition, the Mayor and Council further reserve the right to waive any defect deemed immaterial when determined to be in the best interest of the Borough.

Each proposal must be placed in a sealed envelope, addressed to the Mayor and Council, Municipal Building, Upper Saddle River, New Jersey, with the name and address of the bidder and the words “Bid for Collection of Recyclables” printed thereon. The bid must be accompanied by a certified check, cashier’s check or a Bid Bond payable to the Borough of Upper Saddle River from a surety company acceptable to the Mayor and Council for ten (10%) percent of the amount bid, provided that said check or Bid Bond need not be more than Twenty Thousand ($20,000.00) Dollars.

Bid Proposals must be delivered by hand or by mail to the Borough Clerk at the Municipal Building during regular business hours, but no later than 10:00 a.m. on August 19, 2020. All such Bid Proposals will be accepted at the sole risk of the bidder.

Bidders planning to attend the bid opening on August 19, 2020 will be required to follow all COVID-19 guidelines in place, including social distancing and the wearing of face masks.

The Mayor and Council reserve the right to reject any or all bids for any cause whatsoever. Bidders are required to comply with the requirements of all laws and regulations affecting the same. Bids are required to comply with the requirements of P.L. 1975, c. 127 and N.J.A.C. 17:27 respecting affirmative action.

Bidders which are corporations not incorporated in the State of New Jersey must furnish with their Bid a certification by the Secretary of State of New Jersey that they are authorized to do business in the State.

Additionally, each bidder must include proof of its own Business Registration and proof of Business Registration of those subcontractors required to be listed in the Bidder’s Submission (i.e., “named subcontractors”).

All bids are subject to the requirements of all laws and regulations affecting the same.

By order of the Mayor and Council of the Borough of Upper Saddle River.

Joy C. Convertini, RMC
Borough Clerk

BOROUGH OF UPPER SADDLE RIVER

BID SPECIFICATIONS FOR COLLECTION AND REMOVAL OF RECYCLABLE MATERIALS

1. Instructions To Bidders

1.1 The Bid

The Borough of Upper Saddle River is soliciting bid proposals for recyclable materials collection and removal from all residential properties, public schools, churches, public buildings and public recreations areas in the Borough of Upper Saddle River for a period of one (1) year, to commence on October 1, 2020 and ending on September 30, 2021, or for a period of two (2) years, to commence on October 1, 2020 and ending on September 30, 2022, or for a period of three (3) years to commence on October 1, 2020 and ending on September 30, 2023, or for a period of four (4) years to commence on October 1, 2020 and ending on September 30, 2024, or for a period of five (5) years to commence on October 1, 2020 and ending on September 30, 2025.
Bid Specifications and N.J.A.C. 7:26H-6 et seq. All bidders shall be required to submit a bid proposal for a one (1) year, a two (2) year, a three (3) year, a four (4) year, and a five (5) year contract, plus required alternatives. Any proposal not containing a particular price for a one (1) year contract, a two (2) year contract, a three (3) year contract, a four (4) year and a five (5) year contract shall be rejected.

1.2 Changes To The Bid Specifications

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five (5) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in The Record, and a newspaper of general circulation published in the State.

1.3 Bid Opening

All bid proposals will be publicly opened and read by the Borough Clerk at the Municipal Building, 376 West Saddle River Road, Upper Saddle River, New Jersey on **August 19, 2020** at **10:00 a.m**. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00 a.m. on August 19, 2020. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are

presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 Documents To Be Submitted

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

1. Certified photocopies 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 ten (10%) percent of the total amount of the bid proposal, not to exceed $20,000; payable to the Borough of Upper Saddle River;

4. Non-collusion affidavit;

5. Stockholder statement of ownership;

6. Certificate of surety; and

7. Bid Proposal.

8. Description of Bidders facility to include the following:

a) Type of facility, i.e. incineration, landfill, transfer station or resource recovery facility;
b) Address of facility;
c) Owner of facility;
d) Facility permit holder and state and/or federal permit numbers;
e) Facility operator
f) Name and telephone number of facility contact person;
g) Date facility commenced operations;
h) Presently committed long-term capacity facility;
i) Average annual operational input of facility for previous three years;
j) Remaining permitted capacity of facility;
k) Remaining permitted capacity of facility which is not contractually committed to other users;
l) Description of the environmental protective features of the reuse site or disposal site, including sufficient information to determine if disposal site meets EPA Subtitle D requirements.

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 Bid Proposal

A. Each document in the bid proposal must be properly completed. 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 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 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 of the proprietorship 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;
    - B. The authorization specifies either an individual or a position having the responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Borough may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option is the lowest responsible bid.

1.6 Bid Guarantees

A bid guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Upper Saddle River in the amount of Ten (10%) Percent of the highest aggregate three (3) year bid submitted, not to exceed Twenty Thousand ($20,000.00) Dollars 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.

2. Definitions

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

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

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

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

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

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

"Contracting unit" means the Borough of Upper Saddle River.

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

“Disposal facility” means an incinerator facility, a landfill, a resource recovery facility (responsibility for disposal of residue to be Bidder’s responsibility) or a transfer station with ultimate disposal being the responsibility of the Bidders.

"Governing body" means the Mayor and Council of the Borough of Upper Saddle River.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

"Legal newspaper" means a publication, as defined in N.J.S.A. 35:1-2.1 selected by the contracting unit for publishing advertisements for bids. This shall include The Record.

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

“Refuse waste” means the waste type 10, as defined in N.J.A.C. 7:26-2.13, generated by single and multifamily homes, public buildings, school, churches, public parks and playgrounds.

“Recyclable material” means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic waste stream in the form of raw materials or producers.

"Service area" means the territorial limits of the Borough of Upper Saddle River, including all residences on all streets both public and private, inclusive of the multi-family residential developments further identified on the two Proposal Forms.

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

Type 13 “Trash” collected four (4) times a year.

“Trash” means all readily combustible materials such as excelsior, non-corrugated cardboard boxes, crates and materials of a similar nature, household furnishings and appliances, excluding recyclable white goods, and any other rubbish which is not constituted as garbage, ashes or refuse under the above definitions, but excluding building materials, stones, earth, lawn cuttings, hedge trimmings, leave and garden growth, paint, motor oil And other toxic waste. In addition, the following recyclable items shall also be excluded: tires, batteries, corrugated cardboard, Kraft bags, high grade white paper, newspapers, magazines, telephone books, glossies, catalogs and real estate multiple listing books, ferrous metal (bimetal/tin cans and white goods), aluminum beverage cans, glass and plastics (containers composed of either PET or HDPE materials).

3. <u>Bid Submission Requirements</u>

3.1 <u>Bid Proposal</u>

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 Upper Saddle River 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 requires that each bidder submit a proposal for a one (1), a two (2), a three (3), a four (4), and a five (5) year contract.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2 <u>Bid Guarantees</u>

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Upper Saddle River in the amount of ten (10%) percent of the aggregate bid submitted, not to exceed Twenty Thousand ($20,000.00) Dollars 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 Upper Saddle River.

3.3 <u>Exceptions To The Bid Specifications</u>

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 Upper Saddle River.

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 Upper Saddle River.

3.5 Compliance

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6 Conflict of Interest and Non-Collusion

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

A form of Non-Collusion Affidavit (Form No. 6) is included in these bid documents.

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

4. Award of Contract

4.1 Time and Criteria

A. The Mayor and Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Borough of Upper Saddle River, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Mayor and Council's decision, in writing, by certified mail.

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

C. The Mayor and Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any and all bids. In the event that the Mayor and Council rejects all bids, the Borough of Upper Saddle River shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2 Notice of Award and Execution of Contract

Within fourteen (14) calendar days of the award of the contract, the Borough of Upper Saddle River 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 of Upper Saddle River to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 Responsible Bidder

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

4.4 Performance Bond

A.. For a one (1) year contract, the successful bidder shall provide a one (1) year performance bond issued by a Surety in an amount equal to no more than one hundred (100%) percent of the award price. The successful bidder shall provide said performance bond at or prior to the time of execution of a contract.

B. Failure to provide the required one (1) year performance bond at the time and place specified by the Borough of Upper Saddle River shall be cause for assessment of damages as a result thereof in accordance with Section G below. In the event that the successful bidder fails to provide said performance bond, the Borough of Upper Saddle River may award the contract to the next lowest responsible bidder or terminate the bid process and rebid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section A above.

C. For a two (2) year, three (3) year, four (4) year, and five (5) year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than one hundred (100%) percent of the annual value of the contract. The successful bidder shall provide said performance bond at or prior to the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of Upper Saddle River with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Mayor and Council to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Upper Saddle River 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 (7) days after receipt of notification of the Mayor and Council's intent to award any contract the contractor must submit one of the following to the contracting unit:

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

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

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

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Upper Saddle River may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Upper Saddle River to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 Vehicle Dedication Affidavit

The contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles if not feasible, the Contractor shall covenant that the Borough of Upper Saddle River will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7 Errors in Price Calculation

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(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 Mayor and Council may not award a contract until all tabulations are complete.

5. Work Specifications

5.1 Scope of Work

The work under this contract includes the furnishing of all labor, material and equipment necessary for, or incidental to the furnishing of the collection and removal of commingled recyclable materials from all residential properties, public schools, churches, public buildings and public recreation areas in the Borough of Upper Saddle River, Bergen County, New Jersey and delivery thereof to recycling companies. The Borough desires a net contract, in which all revenues received from the sale of collected recyclables shall belong to the Contractor.

Said driveway collection and recycling service shall specifically be for:

a. Paper, including newspapers, junk mail, magazines, telephone books, glossy paper inserts, catalogs, real estate multiple-listing books, corrugated cardboard, and Kraft bags. (Commingled at the discretion of Contractor).

b. Plastics – containers composed of either PET or HDPE material (commingling).

c. Glass – flint, amber and green (commingled).

d. Aluminum beverage cans (commingled).

e. Ferrous and bimetals

1. Bimetal/tin cans (commingled)
2. White Goods: Picked up monthly by appointment

5.2 Equipment

The Contractor shall collect and transport all recyclables from all residential properties, public schools, churches, public buildings and parks and playgrounds, in the Borough in motor driven trucks equipped with metal bodies that will prevent any liquid material from dripping out on the pavement and which are constructed in a firm, tight manner so as to eliminate the possibility of unnecessary noise. All vehicles furnished and used shall be subject to the approval at all times of the Mayor and Council and the Board of Health of the Borough of Upper Saddle River and

the Board of Public Utilities and must be maintained in good working order and in a clean and sanitary condition.

Three (3) trucks of ample power, in good and operable condition, shall be used in the collection service, and the Contractor shall always have a spare vehicle available to make the collection in case of a breakdown, provided that said spare vehicle be in good and operable condition.

All trucks shall be equipped with tight-fitting covers which will prevent any materials from spilling out, blowing off or being pushed off the truck.

Any material which spills off the truck, either during the loading or transportation must be swept up immediately so as to leave the premises or streets in as clean a condition as originally, and failure to do so will be considered a violation of the requirements and the Contractor will be subject to the payment of the liquidated damages herein specified.

All trucks must be properly marked for identification with name and telephone number.

5.3 Number of Collections

Collection of recyclables shall be made on Tuesdays every other week from each and every house, public school, park and playground, public buildings now existing or hereinafter constructed or existing during the term of the Contract award.

In no event shall collections be made upon a Sunday, except in the case of an emergency and then only upon approval of the Mayor.

The contractor must follow the Borough's schedule for every other week collection based on existing recycling collection schedules. This every other week collection shall begin the week of **October 1, 2020.**

In the event that any collection is missed or interrupted by weather conditions, rendering it impossible to make such collection, collections must be made on the following day.

The Bidder's attention is particularly called to the provision requiring collection from existing houses, public schools, public buildings, churches and public recreation areas, as well as those constructed during the terms of the Contract.

Collection of recyclables on the following days, to wit: New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be at the option of the Contractor, but it is

understood that if a regular collection day happens to fall on such holiday, the contractor shall notify the Borough of an alternate collection day in that week, so that the every other week collection service will be provided without interruption.

5.4 Method of Collection

Collection shall start not earlier than 7:00 a.m. on collection days, but not earlier than 7:00 a.m. during June, July and August and sufficient trucks and men shall be used to ensure the completion of the collection every day by 6:00 p.m., provided however that such hours of collection may be changed upon order of the Mayor and Council.

The Contractor shall use every precaution to prevent materials from being spilled in or on the premises, or in or on the street during the course of collections; and any materials so spilled shall be immediately swept up, and the premises or streets left in as clean a condition as originally; failure to do so will be considered a violation of the specifications, and the Contractor shall pay the amount of liquidated damages as herein specified.

Contractor shall make sure that any site used to temporarily park the collection dumpsters is kept clean ands “No Dumping” sings shall be posted beside dumpsters when they are on the site.

No person shall place any recyclables for the purpose of removal except as properly bundled or packaged in accordance with these specifications, and the Contractor shall not be required to collect recyclables from any premises unless the same is properly bundled or packaged. If the recyclables are left in a receptacle, the Contactor shall return the receptacles upon being emptied to the point of collection for the property being served.

All material collected shall be removed from the Borough of Upper Saddle River the same day it is collected.

5.5 Point of Collection

Each form of proposal for the terms specified shall contain a bid price for the following:

(1) Property packaged or bundled recyclables shall be collected from receptacles adjacent to the garage or within six (6) feet of the driveway of each place serviced.

(2) The Contractor is not required to enter in any garage, enclosed yard or building for the collection of recyclables.

5.6 Price Bid

The price for the Contract shall include the furnishing of all labor, tools, equipment, vehicles, materials, transportation and disposal facilities necessary and proper to provide an adequate and sanitary collection and disposal service in conformity with the specifications for which a Contract is awarded.

5.7 Adjustment of Contract Price and Payment

A. The base Contract price on which an award will be made shall be regarded as being based on 2738 residential pick-up units reasonably estimated to exist in the Borough of Upper Saddle River as of January 1, 2020.

B. Payment will be made for the work performed during the preceding month, upon presentation of bills properly submitted on Borough vouchers as required by law.

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 recyclable material no later than the next regularly scheduled collection day.

B. The Contract to be executed shall provide that whenever any collection is missed or service in interrupted due to a cause (other than weather conditions) for which the explanation is not satisfactorily given to the Mayor and Council, the Contractor shall be subject to a claim for liquidated damages payable to the Municipality of Two Thousand Five Hundred ($2,500.00) Dollars for each of these interruptions.

C. In addition to all of the remedies available, if Contractor fails to begin work under the Contract within the time specified or fails to perform the work with sufficient equipment or labor to insure prompt completion of such work, or shall perform the work unacceptably, or shall discontinue prosecution of the work, the Borough shall, upon twelve (12) hours written notice to the Contractor of the fact of such delay, neglect, or default on the part of the Contractor, have full power and authority to take the prosecution of the work out of the hands of the Contractor and may enter into an Agreement with another, or others, for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the Borough's opinion shall be for the satisfactory

completion of the Contract. All costs and charges incurred by the Borough, together with the cost of completing the work under the contract, shall be deducted from the monies due, or which may become due, the Contract. The aforementioned remedies shall also be applicable in the event the Contract shall be adjudged bankrupt, or shall have made an assignment for the benefit of the Contractor, or a Receiver or a Liquidator shall be appointed for the Contractor.

D. In the event the Contractor shall miss a collection stop on its route, it shall be Provided in the Contract that the sum of Fifty ($50.00) Dollars for each such stop shall be deducted from the Contract price. A failure of performance on each point of the route shall be considered a distinct failure and the penalty shall be applicable to each such failure.

5.9. Complaints

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contractor 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 of Upper Saddle River.

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

5.10 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, except for the service vehicle not exceeding five (5) cubic yards to be used for collection on the streets set forth in subparagraph F of 5

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.

5.11 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.

5.12 Telephone Facilities and Equipment

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Upper Saddle River with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service. Contractor shall provide, upon execution of a Contract, the name of the contact person and its cost-free telephone number for use by Borough officials and employees and local residents.

B. Telephone service shall be maintained on all collection days, between the hours of 12:01 a.m. and 5:00 p.m. The Borough of Upper Saddle River shall list the Contractor's telephone number in the telephone directory along with other listings for the municipal government.

5.13 Solicitation of Gratuities

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

5.14 Invoice and Payment Procedure

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

(1) Within thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Upper Saddle River for the preceding calendar month (the "Billing Month").

(2) The Borough shall pay directly to the disposal facility tipping fees and disposal costs. Accordingly, the bid price should include the cost for collection and removal of the recyclable material. The Borough shall be responsible for tipping fees and disposal costs.

B. The Borough of Upper Saddle River shall pay all invoices within thirty (30) days of receipt. The Borough of Upper Saddle River will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Upper Saddle River shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Upper Saddle River shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and unloaded the weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or payable to the Disposal Facility. The Borough shall pay directly the disposal costs. The invoices shall specify the number and type of vehicle used for collection; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

(1) The amount of the invoice;

(2) The origin of the waste;

(3) The truck license plate number;

(4) The total quantity and weight of the waste; and

(5) The authorized tipping rate plus all taxes and surcharges.

E. The Contractor may utilize a Materials Recovery Facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

5.15 Competence of Employees

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, he or she shall be immediately suspended by

Contractor upon the demand of the Borough of Upper Saddle River. The Borough of Upper Saddle River shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.16 Supervision of Employees

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

5.17 Insurance Requirements

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

5.18 Certificates

Upon notification by the Borough of Upper Saddle River, the lowest responsible bidder shall supply to the Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.19 Indemnification

The Contractor shall indemnify and hold harmless the Borough of Upper Saddle River from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Upper Saddle River 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.

FORM 1

BIDDING DOCUMENTS CHECKLIST

_____Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.

_____Statement of bidder's qualifications, experience and financial ability.

_____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 Upper Saddle River.

_____ Stockholder statement of ownership.

_____ Non-collusion affidavit.

_____ Consent of surety.

_____Proposal 1-A: One (1) year contract with collection from area adjacent to garage or within six (6) feet of the driveway of each place to be serviced.

_____ Proposal 2-A: Two (2) year contract with collection from area adjacent to garage or within six (6) feet of the driveway of each place to be serviced.

_____ Proposal 3-A: Three (3) year contract with collection from area adjacent to garage or within six (6) feet of the driveway of each place to be serviced.

_____ Proposal 4-A: – Four (4) year contract with collection from area adjacent to garage or within six (6) feet of the driveway of each place to be serviced.

_____ Proposal 5-A – Five (5) year contract with collection from area adjacent to garage or within six (6) feet of the driveway of each place to be serviced

_____ _____ _____

Name of Firm of Individual Title

_____ _____

Signature Date

FORM 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.

FORM 3

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF BERGEN) SS

_____
(Project Name)

I, _____, am the _ _____
(Name of Affiant) (Owner, Partner, President, etc.)

of _____and being duly sworn, I depose and say::
(Name of Bidder)

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 Mayor and Council to award to _____ the contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Upper Saddle River 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 Mayor and Council 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 Upper Saddle River, 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 Upper Saddle River any information necessary to verify the answers given.

_____(Name of Firm or Individual) (Title)

_____(Signature) (Date)

Subscribed and sworn to before me
this _____ day _____,
20 .
Notary Public of _____ My Commission expires _____

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted with as part of the Bid Proposal for the collection and disposal of recyclable material for the Borough of Upper Saddle River. 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 this 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 name(s) 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 Mayor and Council under its current or any past name in the past five years? If the answers 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 Mayor and Council in the past five years? If the answers is "Yes" state when, where and why. A complete explanation is required.

_____

_____

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

_____

_____

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

a) Name of contracting unit:

_____

b) Approximate population of contracting unit:

_____

c) Term of contract from to:

_____

d) How were materials collected:

_____

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

_____

(f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal:

_____

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

_____

_____

8. Where can this equipment described above be inspected?

_____

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

_____

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

_____

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

_____

_____

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

_____

_____

_____

13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

_____

14. Additional remarks.

_____

_____

FORM 4

BID GUARANTY

Bid Guaranty shall be in the form of a certified check or cashier's check payable to the Borough of Upper Saddle River or a bid bond in a form similar to the following:

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal and _____, a corporation duly organized under the laws of the State of New Jersey, as Surety, are hereby held and firmly bound unto the Borough of Upper Saddle River, as Obligee, in penal sum of Ten (10%) Percent of amount bid not to exceed Twenty Thousand ($20,000.00) Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has submitted a bid for solid waste collection service.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

It is hereby understood and agreed that the _____ will become Surety on the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract and makes application to _____ for the required Performance and Payment Bonds. The Consent of Surety contained herein is limited to a Contract award not to exceed $_____.

This Bid Bond No. _____ and Consent of Surety has been

signed and sealed this ____ day of _____, 20

_____(Type Name of Principal)

_____ _____(Attest As To Principal)
(Signature of Principal)

_____ (Type Name of Surety)

_____ _____(Attest As To Surety)
(Signature of Surety)

FORM 5

COLLETION AND REMOVAL OF RECYCLABLE MATERIAL FROM THE BOROUGH OF UPPER SADDLE RIVER

OWNERSHIP STATEMENT COMPLIANCE FORM
Public Law 1977 Chapter 33

New Jersey Public Law 1977, Chapter 33 requires each corporation or partnership submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name and addresses and percentage ownership of each individual owning ten percent (10%) or more of the corporation or partnership. This form, or an appropriate listing on the bidders letterhead containing similar information, must be included in the bidders proposal when the bid is originally submitted.

OWNERSHIP STATEMENT - per P.L. 1977 Chapter 33

_____(Name of Corporation or Partnership)

_____(Address of Record)

I hereby certify that the names and addresses of all stockholders or partners owning 10% or more of stock or 10% or greater interest in the partnership submitting this bid are as follows:

NAME	ADDRESS	PERCENT OWNED

Signed By:
_____ (Name)

_____
Office Held

In the event that the bidding corporation is a public company, registered with the Securities and Exchange Commission, or is wholly owned by a public company, or is without stockholders owning 10% or more of the stock, then this information may be listed on the compliance form along with the listing of any stockholders who may individually or as a collective group own 10% or more of the stock.

FORM 6

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
: SS:
COUNTY OF BERGEN)

_____ (Project Name)

I, _____, of the City of _____in the State (Commonwealth) of _____,

being of full age and duly sworn according to law, on my oath depose and say that:

1. I am employed by the firm of _____
_____,
(Name of Bidder)

the bidder submitting the Bid Proposal for the above named project, in the capacity of _____(Title of Affiant)_____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council 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 on _____, 20 .

FORM 7

VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY)
: SS: _____
COUNTY OF BERGEN) (Project Name)

I, _____(Name of Bidder) am the _____,
(Owner, Partner, President, etc). and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit for use only in the Borough of Upper Saddle River, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Upper Saddle River is not feasible, that the Borough of Upper Saddle River will not be responsible for disposal costs for waste generated outside the Borough of Upper Saddle River.

_____
(Name of Firm or Title)

_____ (Date)

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

_____ _____(Name of Firm or Individual)

(Title)_____ _____(Signature) _____(Date)

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

Notary Public of
My Commission Expires _____

FORM 8

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)
: SS:
COUNTY OF BERGEN)
_____ (Project Name)

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

I am employed by the firm of _____,
(Name of Bidder)

the bidder submitting the Bid Proposal for the above named project, in the capacity of
, (Title of Affiant) and I have executed the Bid Proposal with full authority to do so.

Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

_____ Name of Firm or Individual) _____ (Title)

_____ _____
(Signature) (Date)

Subscribed and Sworn to before me
this ___ day of _____, 20

Notary Public of
My Commission Expires

ATTACHMENT 1

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

BOROUGH OF UPPER SADDLE RIVER

MUNICIPAL DATA

RESIDENTIAL SOURCES:

	Number of Units
Single family	2629
Two family	12
Apartment/Condominiums	97
(Other)	
Total	2738

Containers
(Provide volume or weight limits, type, other relevant information) Individual garbage cans, back end containers, rear loading containers, half yard to 4 yard containers

INSTITUTIONAL SOURCES:

Schools See Paragraph 5.3

MUNICIPAL SOURCES:

Municipal buildings
Library

OTHER: Lions Park and Field House and Hess Court Park

POPULATION: 8208 (2010 Census)

AREA: (In square miles) 5

TOTAL ROAD MILES: 54

TONNAGE REPORT (Including Bulky Trash):

2017	4010.51
2018	4091.73
2019	3842.18

PROPOSAL NO. 1

PROPOSAL TO THE BOROUGH OF UPPER SADDLE RIVER FOR THE COLLECTION AND REMOVAL OF RECYCLABLE MATERIAL FOR THE ONE-(1) YEAR PERIOD COMMENCING OCTOBER 1, 2020 AND TERMINATING ON SEPTEMBER 30, 2021 FOR THE COLLECTION FROM AREA ADJACENT TO GARAGE OR WITHIN SIX (6) FEET OF THE DRIVEWAY OF EACH PLACE TO BE SERVICED.

The undersigned hereby declares that he has carefully examined the specifications for the collection and removal of garbage, ashes, refuse, trash and household items in accordance with said specifications.

1. The undersigned submits the following as its bid for pickup, all locations, twice weekly as set forth in Section 5.3, Subsection 2 of the Specifications for a (1) year period:

$_____

(Amount in words)_____

Attached hereto is a certificate check, cashier's check or Bid Bond payable to the Borough of Upper Saddle River for 10% of the bid to a maximum of $20.,0000.

Dated_____

_____
CONTRACTOR

_____
SIGNATURE OF REPRESENTATIVE

_____
TITLE OF REPRESENTATIVE

_____
ADDRESS

_____
CITY, STATE, ZIP CODE

PROPOSAL NO. 2

PROPOSAL TO THE BOROUGH OF UPPER SADDLE RIVER FOR THE COLLECTION AND REMOVAL OF RECYCLABLE MATERIAL FOR THE TWO (2) YEAR PERIOD COMMENCING OCTOBER 1, 2020 AND TERMINATING ON SEPTEMBER 30, 2022 FOR THE COLLECTION FROM AREA ADJACENT TO GARAGE OR WITHIN SIX (6) FEET OF THE DRIVEWAY OF EACH PLACE TO BE SERVICED.

The undersigned hereby declares that he has carefully examined the specifications for the collection and removal of garbage, ashes, refuse, trash and household items in accordance with said specifications.

1. The undersigned submits the following as its bid for pickup, all locations, twice weekly as set forth in Section 5.3, Subsection 2 of the Specifications for a (2) year period:

$_____

(Amount in words)_____

Attached hereto is a certificate check, cashier's check or Bid Bond payable to the Borough of Upper Saddle River for 10% of the bid to a maximum of $20.,0000.

Dated_____

_____
CONTRACTOR

_____
SIGNATURE OF REPRESENTATIVE

_____
TITLE OF REPRESENTATIVE

_____
ADDRESS

_____
CITY, STATE, ZIP CODE

PROPOSAL NO. 3

PROPOSAL TO THE BOROUGH OF UPPER SADDLE RIVER FOR THE COLLECTION AND REMOVAL OF RECYCLABLE MATERIAL FOR THE THREE (3) YEAR PERIOD COMMENCING OCTOBER 1, 2020 AND TERMINATING ON SEPTEMBER 30, 2023 FOR THE COLLECTION FROM AREA ADJACENT TO GARAGE OR WITHIN SIX (6) FEET OF THE DRIVEWAY OF EACH PLACE TO BE SERVICED.

The undersigned hereby declares that he has carefully examined the specifications for the collection and removal of garbage, ashes, refuse, trash and household items in accordance with said specifications.

1. The undersigned submits the following as its bid for pickup, all locations, twice weekly as set forth in Section 5.3, Subsection 2 of the Specifications for a (3) year period:

$_____

(Amount in words)_____

Attached hereto is a certificate check, cashier's check or Bid Bond payable to the Borough of Upper Saddle River for 10% of the bid to a maximum of $20.,0000.

Dated_____

_____
CONTRACTOR

_____
SIGNATURE OF REPRESENTATIVE

_____
TITLE OF REPRESENTATIVE

_____
ADDRESS

_____
CITY, STATE, ZIP CODE

PROPOSAL NO. 4

PROPOSAL TO THE BOROUGH OF UPPER SADDLE RIVER FOR THE COLLECTION AND REMOVAL OF RECYCLABLE MATERIAL FOR THE FOUR (4) YEAR PERIOD COMMENCING OCTOBER 1, 2020 AND TERMINATING ON SEPTEMBER 30, 2024 FOR THE COLLECTION FROM AREA ADJACENT TO GARAGE OR WITHIN SIX (6) FEET OF THE DRIVEWAY OF EACH PLACE TO BE SERVICED.

The undersigned hereby declares that he has carefully examined the specifications for the collection and removal of garbage, ashes, refuse, trash and household items in accordance with said specifications.

1. The undersigned submits the following as its bid for pickup, all locations, twice weekly as set forth in Section 5.3, Subsection 2 of the Specifications for a (4) year period:

$_____

(Amount in words)_____

Attached hereto is a certificate check, cashier's check or Bid Bond payable to the Borough of Upper Saddle River for 10% of the bid to a maximum of $20.,0000.

Dated_____

_____
CONTRACTOR

_____
SIGNATURE OF REPRESENTATIVE

_____
TITLE OF REPRESENTATIVE

_____
ADDRESS

_____
CITY, STATE, ZIP CODE

PROPOSAL NO. 5

PROPOSAL TO THE BOROUGH OF UPPER SADDLE RIVER FOR THE COLLECTION AND REMOVAL OF GARBAGE, ASHES, REFUSE, TRASH AND HOUSEHOLD ITEMS FOR THE FIVE (5) YEAR PERIOD COMMENCING OCTOBER 1, 2020 AND TERMINATING ON SEPTEMBER 30, 2025 FOR THE COLLECTION FROM AREA ADJACENT TO GARAGE OR WITHIN SIX (6) FEET OF THE DRIVEWAY OF EACH PLACE TO BE SERVICED.

The undersigned hereby declares that he has carefully examined the specifications for the collection and removal of garbage, ashes, refuse, trash and household items in accordance with said specifications.

1. The undersigned submits the following as its bid for pickup, all locations, twice weekly as set forth in Section 5.3, Subsection 2 of the Specifications for a (5) year period:

$_____

(Amount in words)_____

Attached hereto is a certificate check, cashier's check or Bid Bond payable to the Borough of Upper Saddle River for 10% of the bid to a maximum of $20.,0000.

Dated_____

_____
CONTRACTOR

_____
SIGNATURE OF REPRESENTATIVE

_____
TITLE OF REPRESENTATIVE

_____
ADDRESS

_____
CITY, STATE, ZIP CODE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

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