



TOWNSHIP OF HARDING
Morris County, New Jersey

Blue Mill Road, Box 666
New Vernon, New Jersey 07976
973-267-8000

TOWNSHIP OF HARDING

MORRIS COUNTY, NEW JERSEY

BID SPECIFICATIONS

FOR

**COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 13 AND
COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 10**

Receipt and opening of Bids:

August 4, 2022, 11 A.M.

**TOWNSHIP HALL
21 BLUE MILL ROAD NEW VERNON, NEW JERSEY**

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Harding is soliciting bid proposals from solid waste collectors interested in providing Type 10 and Type 13 solid waste collection and/or disposal services for a period of three years, to commence on January 1, 2023, and ending on December 31, 2025, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. The Type 10 solid waste collection services are for the Harding Township Department of Public Works property located at 8 Millbrook Road in Harding Township. The Type 13 solid waste collection and disposal services are for the Township of Harding's annual bulk clean up week. Collection services during clean up week are for all Township residents.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in The Observer Tribune newspaper, and in the Star Ledger newspaper.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Clerk on Thursday, August 4, 2022, at 11 a.m., Township of Harding Municipal Building, 21 Blue Mill Road, New Vernon, NJ 07976. Bids must be delivered by hand or by mail to the Township Clerk no later than 11 a.m., Tuesday, August 4, 2022. 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. Bidder's Checklist;
2. 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;
3. Questionnaire setting forth experience and qualifications;

4. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Township of Harding;
5. Listing of Subcontractors, if any;
6. Non-Collusion affidavit;
7. Corporate Disclosure Statement;
8. Certificate of Surety;
9. Acknowledgement of Notice of Revisions or Addenda;
10. Disclosure of Investment Activities in Iran;
11. Bid Proposal;
12. Business Registration Certificate; and
13. Proof of Insurance

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

2. DEFINITIONS

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

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

"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. This will be the Township Administrator for the Township of Harding

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

"Designated collected recyclable material" means any glass, tin, aluminum, plastic (#1 & #2) food, beverage and cleaning containers, newspaper and other clean paper and cardboard.

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

"Disposal facility" means those sites designated in the Morris County Solid Waste Management Plan for use by the Township of Harding. Currently that is the Par-Troy MCMUA Transfer Station, 1100 Edwards Road, Parsippany, NJ 07054.

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

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

"Legal newspaper" means the Observer Tribune.

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

"Recyclables" means any glass, tin, aluminum, plastic (#1 & #2) food, beverage and cleaning containers, newspaper and other clean paper and cardboard.

"Service Area" means the Township of Harding, specifically the geographic area described in Section 5.1 of the Work Specifications.

"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.

"Tipping Fee" shall mean the charge made by a facility for the acceptance from the Contractor for Type 10 and Type 13 trash collected by the Contractor within the Township of Harding.

"Trash – Type 10" shall mean and include putrescible and non-putrescible solid and/or liquid trash normally generated by a household (i.e., food waste, packaging materials, small items which are no longer of any use, etc.).

The following shall NOT be considered "trash" as that term is used herein:

1. "Recyclable materials" including used newspapers, aluminum cans, ferrous cans, glass bottles and jars, PET and HDPE plastics, magazines, mixed paper, corrugated cardboard, and other materials which are subject of the Township mandatory recycling program;
2. Brush, tree parts, leaves, grass clippings and other items of vegetation;
3. Automobiles, either whole or in parts (except for accessories such as mufflers and wheels, which are considered trash);
4. Vehicle batteries and tires;
5. Wastes from building construction, alteration or demolition activities, asphalt shingles, concrete slabs, steel, iron or concrete pipe;
6. Oversize items (those too large for loading into a hydraulic packer) and overweight items (any single item which weighs more than 300 pounds); and
7. Hazardous materials of any kind, including oil-based paint cans not completely emptied of oil-based paint.

"Trash – Type 13" shall mean and include non-recyclable used and discarded items, articles and materials (Class ID 13) generated (a) by dwellings and dwelling units. The term "trash" includes but is not limited to items which are sometimes referred to as "bulky wastes" such as used furniture, carpets, mattresses, bed springs, stoves, space heaters, water heaters, water softeners, and so-called "white goods" which are household appliances like automatic dishwashers, automatic washing machines, automatic clothes dryers, air conditioners, refrigerators upright and chest freezers. The following shall NOT be considered "trash" or "bulky waste" as those terms are used herein:

1. "Recyclable materials" including used newspapers, aluminum cans, ferrous cans, glass bottles and jars, PET and HDPE plastics, magazines, mixed paper, corrugated cardboard, and other materials which are subject of the Township mandatory recycling program;
2. Brush, tree parts, leaves, grass clippings and other items of vegetation;
3. Automobiles, either whole or in parts (except for accessories such as mufflers and wheels, which are considered trash);
4. Vehicle batteries and tires;

5. Wastes from building construction, alteration or demolition activities, asphalt shingles, concrete slabs, steel, iron or concrete pipe;
6. Oversize items (those too large for loading into a hydraulic packer) and overweight items (any single item which weighs more than 300 pounds); and
7. Hazardous materials of any kind, including oil-based paint cans not completely emptied of oil-based paint.

“White Goods” shall mean water heaters, refrigerators and air conditioners (with or without freon removed), washers, dryers, automobile parts, stoves and other “white goods” no longer useful to the resident.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C.7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Harding 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 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. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Harding in the amount of 10% of the highest aggregate 3 (three) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. If the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the

bidder shall be rescinded and the bid guaranty shall become the property of the Township of Harding.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Township of Harding.

3.4. QUESTIONS REGARDING BID DOCUMENTS

These Bid Documents are intended to meet the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and the Uniform Bid Specifications for Municipal Solid Waste Collection Contracts, N.J.A.C. 7:26H-6.1, et seq. Such requirements shall be controlling with respect to bidding for, award of and performance of a contract even though all such requirements may not be set forth in these Bid Documents. Such requirements shall also be controlling in the event of any conflict between such requirements and these Bid Documents.

No interpretation of these Bid Documents or any provision will be given to any bidder orally. Any question must be in writing addressed to the Township Administrator, Township of Harding, Township Municipal Building, P.O. Box 666, New Vernon, New Jersey 07976, which request must be delivered (or received by fax transmission at 973-267-6221) no later than 4:00 P.M. on April 15, 2022. If available, a fax number for response should be provided with the request. Any written interpretation of the Bid Documents will be deemed an addendum and notice of such addendum shall be published and sent to each prospective bidder that received a bid package, in accordance with the provisions of N.J.S.A. 40A:11-23c(3).

3.5. "OR EQUAL" SUBSTITUTIONS

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

3.6. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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.

Submission of a bid proposal serves as the bidder's representation that it has read and understands the bid specifications and that it has duly considered information contained therein while preparing its bid proposal. Moreover, submission of the bid proposal serves as the bidder's representation that if awarded the contract, the successful

bidder will not make any claims for, or have any right to, any concessions or damages because of a lack of understanding of the bid specifications or lack of information concerning the same.

3.7. CONFLICT OF INTEREST AND NON-COLLUSION

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

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

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

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

3.8. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Harding agrees to the assignment or other disposition. No such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Harding Township Committee shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Harding Township Committee’s decision, in writing, by certified mail.

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

C. The Harding Township Committee reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. If the Harding Township Committee rejects all bids, and decides to re-bid, the

Township of Harding shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within thirty (30) calendar days of the award of the contract, the Township of Harding shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Harding to declare the contractor nonresponsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township of Harding 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-year contract, the successful bidder shall provide a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond at the time of executing the contract.

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

C. For a two (2), three (3), four (4), or five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond at the time of executing the contract. The performance bond for each succeeding year shall be delivered to the Township of Harding 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 Township of Harding to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township of Harding 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 Township of Harding's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

2. A photocopy of a Certificate of Employee 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 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 Township of Harding may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Harding to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

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

4.7. ERRORS IN PRICE CALCULATION

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

5. WORK SPECIFICATIONS

Collection shall be made with a minimum of noise or traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances, being returned (not thrown) to the park strip. Employees shall not be loud, noisy, vulgar, obscene or insolent to residents.

5.1. SCOPE OF WORK

Scope of Work for the Department of Public Works (Type 10)

The Contractor shall provide all labor, materials, equipment and transportation for, or incidental to, the proper completion of work more fully described herein.

The Department of Public Works property is entitled to have solid waste Type 10 collected by the Contractor. The Township of Harding places no limitation on the amount of solid waste which may be placed in the containers for collection, although the nature, size and weight of individual items of solid waste is subject to the limitations set forth in the definition of "Trash" above.

The Department of Public Works complex consists of the Department of Public Works offices and garage building as well as several open garage areas. The Contractor will be required to make collections only from the Department of Public Works property. The Township can make no projection as to the volume of solid waste that may be generated in any future year, which may be collected in the future under the Township contract.

Materials and Omitted Materials from the Department of Public Works Only (Type 10)

The material to be picked up by the Contractor shall be household materials as defined in "Trash – Type 10."

Small, loose items shall be suitably placed in containers not to exceed fifty (50) pounds.

Materials NOT TO BE COLLECTED by the Contractor are identified under "Trash – Type 10" above and include leaves, grass, tree parts, vegetative waste, hazardous chemicals and materials (solvents, un-empty paint cans, pesticides, pool chemicals, etc.), auto batteries, auto parts, junk cars, motor oil, fuel tanks, explosives, concrete, stones, rocks, medical waste, and contractor-generated construction debris and items of excessive weight (such as pianos). Items must be no longer than four (4) feet in length.

The Township will take all necessary steps to ensure that the Superintendent of Public Works is informed of the trash collection pick-up program.

Scope of Work for Annual Clean Up Week (Type 13)

The work under the Contract consists of furnishing all labor, materials, equipment and transportation for, or incidental to, the proper completion of work more fully described herein and in the Request for Bids.

All Township residents are entitled to have solid waste, Type 13, collected by the Contractor. The Township places no limitation on the amount of Type 13 bulky solid waste which may be placed at curbside for collection, although the nature, size and weight of individual items of solid waste is subject to the limitations set forth in the definition of “Trash – Type 13” above.

The following information is made available to all contractors for information purposes only and subject to the understanding that the Township makes no representation as to its accuracy:

1. There are approximately 26 square miles in the Township of Harding.
2. There are approximately 1,813 household units in the Township of Harding.
3. There are approximately 60 miles of public/private roads in the Township of Harding, the majority of which have residential units which require collection service.
4. The population census figure for the Township of Harding as of 2020 is approximately 3707
5. HISTORY OF ANNUAL CLEAN UP WEEK

<u>Cubic Yards of</u>		
<u>Year</u>	<u>Bulky Waste Collected</u>	<u>Tons</u>
2001	775	159.54
2002	1038	202.16
2003	1094	202.52
2004	1114	204.50
2005	N/A	178.96
2006	N/A	205.57
2007	N/A	207.14
2008	N/A	155.05

2009	N/A	153.18
2010	N/A	164.18
2011	N/A	263.47
2012	N/A	168.05
2013	N/A	219.26
2014	N/A	227.24
2015	N/A	185.52
2016	N/A	248.07
2017	N/A	224.29
2018	N/A	271.31
2019		241.97
2020		225.54
2021		115.74

A large map entitled "Township of Harding, Map of Streets and Roads" is included with these bidding documents.

The Contractor will be required to make collections only from those portions of streets and roads, which lie within the Township of Harding. In the case of a street or road, which is coincident with a municipal boundary, the Contractor will be required to make collections only from the side of the street or road which lies within the Township of Harding.

Single-family and multi-family dwellings, which are or may be located on all streets and roads, are to be serviced by the Contractor pursuant to any Contract awarded.

The Contractor shall not be entitled to additional compensation by reason of the construction and occupancy of any new single-family dwellings on any existing street or road.

The Township can make no projection as to the volume of bulky waste that may be generated in any future year, which may be collected in the future under the Township contract.

Materials & Omitted Materials for Annual Clean Up Week (Type 13)

The clean-up material to be picked up by the Contractor shall be household materials as defined in "Trash – Type 13" above.

Small, loose items shall be suitably placed in containers not to exceed fifty (50) pounds. The Contractor will be responsible for ensuring that "white goods" will be recycled, and that all documentation of any recycled materials is forwarded to the Township Recycling Coordinator by December 31 of each year of this Contract.

Materials **NOT TO BE COLLECTED** by the Contractor include regular household

garbage, recyclables which are designated in the Township of Harding's recycling program, leaves, grass, tree parts, vegetative waste, hazardous chemicals and materials (solvents, un-empty paint cans, pesticides, pool chemicals, etc.), auto batteries, auto parts, junk cars, motor oil, fuel tanks, explosives, concrete, stones, rocks, medical waste, and contractor-generated construction debris and items of excessive weight (such as pianos). Items must be no longer than four (4) feet in length.

The Township of Harding will take all necessary steps to ensure that every resident is informed of the clean-up program material limitations.

5.2. COLLECTION SCHEDULE

Collection Schedule for the Department of Public Works (Type 10)

Trash collection shall be provided one (1) day per week on Fridays. Trash shall be placed in (2) 5-7 cubic yard containers provided and maintained by the Contractor on Department of Public Works premises. One container must have covers to prevent animals from gaining entrance.

Collection shall not start prior to 7:00A.M. and shall stop at 3:00 P.M., prevailing time. Any collection that is not picked up by 3:00 P.M., prevailing time, on the day of the scheduled service shall be a missed pickup. Any extension in working hours must be approved by the Superintendent of Public Works.

Collection Schedule for Annual Clean Up Week (Type 13)

On any day established for the collection of trash in accordance with the provisions of these Specifications, the Contractor shall commence the curbside collection no earlier than 7:00 A.M. and no later than 8:00 A.M., prevailing time, and the Contractor shall complete the collection of trash no later than 6:00 P.M., prevailing time, each day regardless of weather conditions which may develop during the day. Any extension in working hours must be approved by the Superintendent of Public Works.

The Township of Harding desires to offer this clean-up service during a one (1) week period as follows:

in 2023 from October 1, 2023, through October 7, 2023

in 2024 from September 29, 2024, through October 5, 2024

in 2025 from September 28, 2025, through October 4, 2025

These dates are approximate and are related to the annual Fire Department auction, which is usually held in late September each year. The Contractor will be given **ninety (90) days' prior notice** of any change in the pick-up dates in any given year if the Fire Department changes the auction date.

Collection of bulky materials on the Fire Department property located at the corner

of Village and Millbrook Roads shall be done on the Sunday immediately following their annual auction held in September of each of the years of this Contract.

Contractor shall start residential collection on the Monday of the specified week and have all clean-up material at curbside removed in a timely manner. Contractor shall be responsible for any omitted collections.

The Contractor shall not be responsible for the collection of trash from dwellings and dwelling units which is not placed at curbside prior to the time that the Contractor is scheduled to begin residential collection, provided that the collection occurs after 7:00 A.M., prevailing time, on the Monday of the scheduled annual pick-up.

5.3. METHOD OF COLLECTION

Method of Collection for the Department of Public Works (Type 10)

Contractor shall furnish, at its expense, and without limitation, all labor, material and equipment necessary to pick up the material set out on the specified collection days. Contractor must transport the material to the selected transfer facility

Method of Collection for Annual Clean Up Week (Type 13)

The Township of Harding will take action, as necessary, to ensure that the proper type of clean-up materials have been placed at curbside through random, routine inspections, and that residents are warned of violations relating to illegal dumping ordinances prior to the clean-up program.

Prior to the clean-up program, the Township of Harding will publicize the items to be collected and the days of collection. The Township of Harding shall be serviced by the Contractor in the specified time period. Should extenuating circumstances develop, the schedule may be altered upon approval by the Township Administrator.

The property owner will neatly place the material on their property along the edge of the roadway. No material shall be collected by the Contractor from private property rear yards, or garages, basements, etc. Whenever possible, large units will be dismantled for ease of handling.

Contractor shall furnish, at its expense, and without limitation, all labor, material and equipment necessary to pick up the material set out on the specified collection days. Contractor must transport the clean-up material to the selected Solid Waste Facility.

No scavenging will be permitted by others without the written consent of the Township Administrator and/or the Contractor.

Contractor must submit weight tickets for all Type 13 loads transported to the Morris County Solid Waste Facility to the Superintendent of Public Works.

5.4. PERFORMANCE OF WORK BY CONTRACTOR

Trash collected by the Contractor shall be transported on Township of Harding streets and roads in a safe manner. Both collection and transportation shall be accomplished without causing any nuisance or litter. Materials spilled at any time by the Contractor shall be promptly cleaned up.

The Contractor shall carry out work in the performance of the Contract in such manner that the Contractor does not interfere with the rights of others in the use of public places. The Contractor shall perform all work without interrupting traffic on streets and roads within the Township of Harding except to the extent reasonably necessary for the performance of the work. Employees of the Contractor shall give assistance to the operators of vehicles attempting to pass stopped vehicles of the Contractor whenever necessary and especially on narrow roads.

The Contractor shall be responsible for the prompt removal from the Township of Harding of all trash collected and its disposal at a transfer station located in Morris County or at any other facility designated by the Morris County Municipal Utilities Authority in accordance with the Morris County Solid Waste Management Plan) This shall be accomplished in a manner that complies with all applicable State laws, rules and regulations.

No trash collected by the Contractor shall be stored overnight within the limits of the Township of Harding at any time.

5.5. TIPPING FEES

Tipping Fees for the Department of Public Works (Type 10)

Bidders should take into consideration the tipping fees for all trash collected - **will be paid directly by the Contractor.**

Tipping Fees for Annual Clean Up Week (Type 13)

Bidders should take into consideration the tipping fees for all solid waste collected **will be paid directly by the Township.**

The payments received by the Contractor from the Township are compensation for the collection of trash. Trash shall be taken to a transfer station located in Morris County.

In the event that at any time during the term of the Contract the Contractor undertakes to dispose of trash collected in the Township other than by delivery to the selected Morris County solid waste transfer station and the expense of such alternative means of disposal, including any increased cost of transportation, is less than the cost of transportation to the selected transfer station, then the Township shall be entitled to a reduction in the Contract by a proportionate amount.

Should the Contractor be required to incur increased costs for the transportation of trash to another disposal facility, then the difference in cost between transportation to the selected transfer station in Morris County and such other disposal facility would justify an adjustment in the Contract price paid by the Township to the Contractor, such adjustment to be made in accordance with the provisions of Section 5.9, "Renegotiation of Contract Price."

5.6. SOLID WASTE DISPOSAL

Solid Waste Disposal

A. All solid waste collected within the Township of Harding shall be disposed of in accordance with the Morris County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Par-Troy MCMUA Transfer Station, 1100 Edwards Road, Parsippany, NJ 07054.

B. The Township of Harding reserves the right to designate another disposal facility or facilities in accordance with the Morris County Solid Waste Management Plan and/or any waste flow orders or if the designated Disposal Facility is unable to accept waste. The Township of Harding will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

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

B. All collection trucks shall be compaction types, completely enclosed and 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 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 to be used to clean up spills.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the

Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. RECOVERY OF CFCS FROM "WHITE GOODS"

The Contractor shall be responsible for the proper recovery of any CFCs from "white goods" without any charge to the Township and shall notify the Superintendent of Public Works that safe removal has been accomplished. Such items of trash shall not be crushed to permit CFCs to escape into the air.

5.9. RENEGOTIATION OF CONTRACT PRICE

In accordance with N.J.S.A. 13:1E-29, the amount of the compensation to be paid by the Township of Harding to the Contractor pursuant to the Contract shall be adjusted by renegotiation by mutual agreement between the Township of Harding and the Contractor in the event of a change in the Solid Waste Management Plan for the Morris County Solid Waste District that affects the Contractor's cost of services to be rendered under the Contract.

In the absence of mutual agreement as to any of the foregoing, a final decision and determination as to an increase in compensation or a reduction in compensation shall be made by three arbitrators, one chosen by the Township of Harding, one chosen by the Contractor, with the third chosen by the two previously chosen arbitrators. Any expenses of the arbitration shall be borne equally by the Township of Harding and the Contractor.

5.10. 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.

5.11. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township of Harding with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service. The Contractor shall also ensure that the telephone number will be a local call for residents.

B. Telephone service shall be maintained on all collection days, between the hours of 7:00 AM and 5:00 PM. The Township of Harding shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Harding.

5.12. FAILURE TO COLLECT

A. The Contractor shall report to the Superintendent of Public Works, 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.

5.13. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Superintendent of Public Works 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 Contract Administrator.

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

5.14. 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.

5.15. 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, together with an executed voucher.

1. Within 30 days after the end of each month during the term of the Contract during which the Contractor provided services as described in these Bid Specifications, the Contractor will submit an invoice to the Township of Harding.

B. The Township of Harding shall pay all invoices within 30 days of receipt provided that the invoice is submitted not later than the first of the month. The Township of Harding will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Harding shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number, type of vehicle, the vehicle license number(s) and the tare weight of each vehicle used for the 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 annual pick-up.

D. The Contractor shall further secure a written certified weight receipt from the Solid Waste Facility identifying the tons delivered, date and vehicle identification

number and tare weight. All daily weight tickets will be given to the Superintendent of Public Works.

For any material, which is separated from the bulky waste and delivered to a recycling facility, the Contractor shall obtain a certified weight receipt from the recycling facility, which states the type of material recycled, its weight, delivery date, and that the material was generated from the Township of Harding.

All such records and receipts described above shall be submitted to the Superintendent of Public Works as soon as they are made available to the Contractor.

5.16. 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:

A. 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 Township of Harding awarding the contract, any other party to the Contract, and the commissioner.

B. The Contractor or Subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Township of Harding for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "[Payroll Certification for Public Works Project](#)" and completing columns 1-5 for each covered employee. The certification shall be submitted to the Township Administrator.

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

5.17. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Harding 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 during the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.18. 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 Superintendent of Public Works, 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 Superintendent of Public Works, in writing, of any changes.

5.19. INSURANCE REQUIREMENTS

The Contractor shall take out and always maintain in full force and effect during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17.

The Contractor's coverage shall be comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits 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 shall include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the Contract, bodily injury liability limits of \$1,000,000 each person and property damage limits of \$3,000,000 each occurrence; and
3. For comprehensive automobile liability insurance, 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 Contractor's insurance shall name the Township of Harding as an Additional Named Insured on the comprehensive general contractual liability, automobile liability and umbrella policies indemnifying the Township of Harding with respect to the Contractor's actions pursuant to the Contract.

Each insurance policy shall contain a provision stating that neither the insured nor the insurer may cancel, materially change or refuse renewal of any insurance coverage without 30 days prior written notice to the Township Administrator.

Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Township of Harding. Each insurance policy shall provide primary coverage for all losses and shall be drafted to protect all the parties.

5.20. CERTIFICATES

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

If during the term of the Contract any insurance company named in a certificate of insurance ceases to do business in New Jersey, is declared insolvent or becomes the subject of rehabilitation, the Contractor shall provide substitute insurance coverage meeting the requirements of Section 5.20 within ten (10) calendar days of the receipt of a request therefore by the Township.

5.21. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township of Harding, its elected officials, employees, and agents from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Harding 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.

5.22. CONTRACTOR TO REPORT ACCIDENTS

Unless occurring in the presence of a Township representative, the Contractor shall report to the Township Administrator any of the following:

(1) Any accident involving any equipment or vehicle of the Contractor which occurs within the Township during the performance of work under the Contract.

(2) Any damage to personal or real property or personal injury which occurs within the Township during and because of the performance of work under the Contract.

The report by the Contractor shall be in writing and shall be delivered to the Township Administrator in the Township Hall within forty-eight (48) hours after the

occurrence, Saturdays, Sundays and holidays excepted. The report shall describe the occurrence, identify all persons, equipment, vehicles and property involved, and state the names of witnesses.

5.23. LIQUIDATED DAMAGES

The orderly and proper collection of trash is of importance to the Township and its residents. Inasmuch as it is difficult to calculate the actual damage resulting to the Township and its residents from failure to comply with the Contract requirements, the following liquidated damages, to be deducted from monthly payments otherwise due to the Contractor, may be invoked by the Township Administrator in the event of failures of the Contractor to comply with requirements of the Contract:

Failure to complete any collection work by or before 5:00 p.m., prevailing time, on the day scheduled for collection, or by any extension of such time period as may be granted by the Township Administrator - \$100.00 for the first calendar day and \$200.00 for each calendar day subsequent to the completion time or extended completion time that the work under the Contract remains uncompleted.

Failure to pick up trash from a particular property which are properly placed at curbside at the time specified for collection - \$25.00 per location.

Failure to clean up materials spilled by the Contractor - \$25.00 per occasion.

Failure to comply with requirements for placing a resident's empty trash container in an upright position - \$10.00 per container.

Failure to enforce the Contract provision that no employee or agent of the Contractor shall solicit gratuities of any kind for services performed pursuant to the Contract - \$25.00 per occasion.

Failure to comply with any other term or condition of the applicable Specifications or Contract Documents - \$25.00 per occasion or per day.

The foregoing shall not be considered as being in lieu of any other remedies which the Township of Harding may have for failure of the Contractor to undertake, carry on and complete its work in accordance with the applicable Specifications and Contract Documents.

5.24. RIGHT TO TERMINATE CONTRACT

The Township of Harding shall have the right to declare the contractor in default in any of the following eventualities:

1. The contractor becomes insolvent;

2. The contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the contractor;
4. The contractor fails to commence work when notified to do so by the Township;
5. The contractor shall abandon the work;
6. The contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
7. A receiver or receivers are appointed to take charge of the contractor's property or affairs;
8. The Township of Harding shall be of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
9. The Township of Harding shall be of the opinion that the contractor is or has been willfully or in bad faith violating any of the provisions of the Contract; and
10. The Township of Harding shall be of the opinion that the contractor is not or has not been executing the contract in good faith and in accordance with its terms;

Before the Township of Harding shall exercise its right to declare the contractor in default, the contractor shall be given an opportunity to be heard on two (2) days' notice.

5.25. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities Act language that is included as Attachment 2 of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township of Harding harmless.

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

- _____ 6.2. 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.
- _____ 6.3. Affidavit and Statement of bidder's qualifications, experience and financial ability.
- _____ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township of Harding.
- _____ 6.5 Listing of Subcontractors, if any
- _____ 6.6. Corporate Disclosure Statement.
- _____ 6.7. Non-Collusion Affidavit.
- _____ 6.8. Consent of Surety.
- _____ 6.9. Acknowledgement of Notice of Revisions or addenda;
- _____ 6.10 Disclosure of Investments in Iran;
- _____ 6.10. Affirmative Action Affidavit
- _____ 6.11. Bid Proposal and Bidder's Affidavit
- _____ 6.12. Copy of New Jersey Business Registration Certificate
- _____ 6.13 Proof of Insurance

The following items, as checked, shall be required after award of the contract:

Performance Bonds

_____√

Certification of Insurance

_____√

Signed Contracts

Maintenance Bond

State Public Works Contractors Registration

SIGNATURE: **The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package**

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date: _____

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

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

AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE COUNTY OF:
SS: AND RECYCLING COLLECTION CONTRACT

I, _____, am the
_____[OWNER, PARTNER, PRESIDENT, OR OTHER
CORPORATE OFFICER] of the _____, and being duly
sworn, I depose and say:

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

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

3. I understand and agree that the Township 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 Harding Township Committee may reject the bid proposal if the answer to any of the foregoing questions is false.

5. I do hereby authorize the Township, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires _____, 20 .

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted with and as part of the Bid Proposal for solid waste collection and disposal for the Township. 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 Harding Township Committee 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 Harding Township Committee in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

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

(a) Name of contracting unit;

(b) Approximate population of contracting unit;

(c) Term of contract from to;

(d) How were materials collected?

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

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

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

8. Where can this equipment described above be inspected?

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

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

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

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

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection, and a financial statement for the most recent two-year period (calendar or fiscal).

14. Additional remarks.

6.4. BID BOND AS BID GUARANTEE

[Not required if Consent of Surety and Bid Bond are included in the same document and submitted with the Bid Proposal.]

BID BOND AS BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that for value received we, the undersigned, _____ as Principal, and

_____ as Surety, are held and firmly bound unto the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, NEW JERSEY, in the sum of _____ DOLLARS, (\$ _____) [the sum shall be calculated in accordance with the provisions of **Section 3.2** of the Instructions to Bidders on **6** but not more than \$20,000], lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, the accompanying Bid, if a Contract for which the Bid is submitted shall be awarded to the Principal and the Principal shall execute a Contract with the TOWNSHIP OF HARDING and furnish a Performance Bond as required, then the within obligation shall be void and of no effect, otherwise to remain in full force and effect, in which event the Principal and/or surety shall pay to the TOWNSHIP OF HARDING the lesser of the following: (1) the sum of this bid guarantee or (2) the difference between the amount specified in the Principal's Bid which was accepted by the TOWNSHIP OF HARDING and the amount which the TOWNSHIP OF HARDING may be obligated to pay to the person to whom said Contract may afterwards be awarded.

IN WITNESS WHEREOF, the above parties have executed this Instrument under their respective seals this _____ day of _____, 20____, the name and

corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to proper authority.

Attest:

_____	_____ (SEAL)
	(Principal)
_____	_____ (SEAL)
	(Surety)

6.5. Listing of Subcontractors

SUBCONTRACTOR LIST

Prime subcontractors shall be all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime subcontractors will be employed to perform the following work.

1. Name & Phone #: _____
Address: _____
Work: _____
2. Name & Phone #: _____
Address: _____
Work: _____
3. Name & Phone #: _____
Address: _____
Work: _____
4. Name & Phone #: _____
Address: _____
Work: _____
5. Name & Phone #: _____
Address: _____
Work: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS.

All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township the names of all subcontractors including non-prime subcontractors along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

Signature

Date

6.6 Corporate Disclosure Statement

STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION)

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 Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

☐ I certify that 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.

OR

☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 2 _____.
_____(Affiant)

(Notary Public)

My Commission expires: _____
(Print name of affiant and title if applicable)

Corporation

(Corporate Seal if a

6.7. NON-COLLUSION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE COUNTY OF:
SS: AND RECYCLING COLLECTION CONTRACT

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above-named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participate ~ 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 Harding Township Committee Signature rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

_____.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of
My Commission expires , 20 .

6.8. CONSENT OF SURETY

FOR VALUE RECEIVED, the undersigned Surety consents and agrees that if Contract A shall be awarded by the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS to _____ (Bidder) on the basis of the accompanying Bid Proposal, the Surety will become bound as surety and guarantor for its faithful performance by said Bidder in accordance with the requirements of the Contract Documents, and if the Surety shall omit or refuse to execute the required Performance Bond the Surety shall pay to the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, the difference between the amount specified in the accompanying Bid Proposal and the amount which the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS may be obligated to pay to the person or firm to whom the Contract may afterwards be awarded for the performance of the Contract.

IN WITNESS WHEREOF, the Surety has caused these presents to be signed and attested by its duly authorized representative pursuant to proper authority on this _____ day of _____ 20 .

(Name of Surety)

By: _____
Attorney-in-Fact

(Statement of authority shall be attached)

6.9. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

TOWNSHIP OF HARDING

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum Number

Date

Name of Bidder: _____

Bidder's Signature: _____

Title: _____

Date: _____

6.10. DISCLOSURE OF INVESTMENTS IN IRAN

TOWNSHIP OF HARDING

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 Township of Harding is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township of Harding to notify the Township of Harding 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 Township of Harding and that the Township of Harding at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

6.11 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE
COUNTY OF : SS: AND RECYCLING COLLECTION CONTRACT

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

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

This Affidavit is made with full knowledge that the State of New Jersey and the Township Committee of the Township of Harding, in the County of Morris, New Jersey will rely thereon in connection with awarding a contract for the above-named project.

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 .

6.11. BID PROPOSAL

CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 13 **COLLECTION AND DISPOSAL OF SOLID WASTE MATERIALS TYPE 10**

Note

The Bidder should not include in its bid prices any tipping fees for Type 13 Solid Waste collected during the Annual Clean Up Week since such costs are intended to be paid directly by the Township of Harding to the transfer station.

BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE COUNTY OF:
SS: AND RECYCLING COLLECTION CONTRACT

_____, being of full age and being duly sworn upon his/her
oath, deposes and says:

1. I reside at _____
2. I am _____ of the firm of _____

(Name of Bidder)

3. I am the person who signed the completed Bid Proposal submitted herewith for the above-named Contract. I was duly authorized to execute such Bid Proposal and it constitutes a true offer of the Bidder.

4. I am familiar with all the documents being submitted by the above-named bidder as a Proposal for the above-named Contract. All the statements and declarations contained in such documents are true and correct to be best of my knowledge and belief.

5. I make this Affidavit knowing that the State of New Jersey and the Township of Harding will rely upon the statements made in this Affidavit and in the Bid Proposal for purposes of Contract award.

(Signature of Affiant)

Sworn and subscribed to before me
this __day of _____, 20 .

Notary Public of the State of New Jersey
My Commission expires _____

**TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY**

**CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 13
COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 10**

BID PROPOSAL

**TO: THE TOWNSHIP COMMITTEE
TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS**

THE UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Bid as Principal are those persons or parties hereinafter named: that this Bid is in all respects fair and without collusion or fraud; that the undersigned has carefully examined the BID SPECIFICATIONS, and proposed Contract as well as all other contract documents; that the undersigned is familiar with the conditions relating to the required performance of work under the Contract; that the undersigned proposes and agrees that if its Bid is accepted, the undersigned will contract with the Township of Harding, in the County of Morris, New Jersey in the form of the annexed proposed Contract to provide all the labor, equipment and services necessary for the proper performance of the Contract in accordance with its terms; that the undersigned understands that any Contract that may be awarded will be awarded to the lowest responsible bidder for the Contract; and that the undersigned will take in full payment for the performance of the Contract the prices hereinafter entered by the undersigned Bidder on the next page.

This Bid is for a three-year Contract commencing on January 1, 2023 and terminating on December 31, 2025.

(a) Lump Sum Bid

For all labor, equipment and services for the collection and transportation of TRASH from the Harding Township Department of Public Works and for all labor, equipment and services for the collection and transportation of TRASH – TYPE 13 from dwellings and dwelling units along the existing streets and roads (approximately 60 miles), as well as from the New Vernon Fire Department, during the annual clean up week.

(A) All of the foregoing during the period commencing on WEDNESDAY, JANUARY 1, 2023 THROUGH THURSDAY, DECEMBER 31, 2023

_____	\$	_____
(Write lump sum amount)		(figures)

Bidder's Name

Authorized Signature

Printed Name and Title

(B) All of the foregoing during the period commencing on JANUARY 1, 2024
THROUGH DECEMBER 31, 2024

(Write lump sum amount)

\$ _____
(figures)

(C) All of the foregoing during the period commencing on JANUARY 1, 2025,
THROUGH DECEMBER 31, 2025

(Write lump sum amount)

\$ _____
(figures)

TOTAL of (A) (B) and (C) above

(Write total bid amount)

\$ _____
(figures)

Bidder's Name

Authorized Signature

Printed Name and Title

The bid will be awarded to the responsive and responsible bidder that submits the
lowest total bid.

6.12. CERTIFICATE OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder submit proof of business registration with the bid proposal. A Business Registration Certificate may be obtained from the New Jersey Division of Revenue. Information on obtaining a Business Registration Certificate is available on the Internet at www.nj.gov/njbgs or by telephone at (609) 292-1730. Any bid submitted without a Business Registration Certificate shall be rejected.

Attach Business Registration Certificate hereto.

6.13 Proof of Insurance

Please provide proof of insurance required in Section 5.19 here.

6.14 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION ENFORCEMENT COMMISSION (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, 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.

7. CONTRACT DOCUMENTS

7.1. PROPOSED CONTRACT

Contract Period: January 1, 2023, through December 31, 2025

TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 13
COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 10

THIS AGREEMENT made this ___ day of _____ 20___ between the
TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, a municipal corporation of
the State of New Jersey (hereinafter referred to as the Township) and

(hereinafter referred to as the Contractor).

WITNESSETH:

In consideration of the mutual covenants and obligations of the parties hereto and
the payments to be made by the Township to the Contractor as hereinafter provided and
the work to be performed by the Contractor, the parties hereto hereby agree to and with
each other as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and the following documents: Notice to
Bidders, Bid Specifications 1.1 through 7.5, Bid Proposal submitted by the Contractor,
including all the required accompanying documents. The State Regulations entitled
"Uniform Bid Specifications for Municipal Solid Waste Collection Contracts," N.J.A.C.
7:26H-6.1, et seq., are also incorporated herein.

ARTICLE II

PERFORMANCE OF WORK

The Contractor shall provide all the labor, materials and equipment and perform all the work required for the performance of the Contract in accordance with the Contract Documents.

ARTICLE III

AFFIRMATIVE ACTION

The Contractor shall comply with the requirements of Chapter 127 of the Laws of New Jersey of 1975, N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 regarding an affirmative action program for employment opportunity, all as set forth in the Contract Documents, and in Attachment No. 1 to this Contract.

ARTICLE IV

COMPENSATION FOR PERFORMANCE OF WORK

The lump sum base amount due the Contractor for the performance of all work under this Contract is subject to adjustments in accordance with all the provisions of the Contract Documents.

Sections 5.6 and 5.10 of the Work Specifications for the Contract which are a part of the Contract Documents incorporated in this Contract, provide for an adjustment of the compensation due the Contractor under certain circumstances including but not limited to waste disposal cost increases or decreases resulting from (a) compliance with an order issued by the NJDEP directing the solid waste to be disposed of at a facility other than the facility previously utilized by the Contractor, or (b) lawful increases or decreases in the rates, fees or charges imposed on the disposal of solid waste at the facility utilized by the Contractor.

ARTICLE V

PAYMENTS TO CONTRACTOR

The Township shall pay the Contractor monthly for the performance of the work such amounts as shall be calculated to be due to the Contractor, all in accordance with the Contract Documents.

ARTICLE VI

TERM OF CONTRACT

The term of this Contract shall commence on January 1, 2023, and, unless otherwise terminated in accordance with provisions of the Contract Documents, shall terminate on December 31, 2025, during which period the Contractor shall perform all the services required in accordance with the Contract Documents. This Contract is subject to and conditioned upon the availability and appropriation by the Township in 2023, 2024 and 2025 of sufficient funds necessary for payments to the Contractor in the amounts required by the Contract Documents.

ARTICLE VII

MISCELLANEOUS PROVISIONS

This Agreement, as set forth herein and in the Bid Specifications and the Bid Documents submitted by the Contractor, constitutes the entire agreement between the Township and the Contractor, and its terms shall not be varied by any employee or agent of the Township or the Contractor. This Agreement shall be binding upon the heirs, administrators, successors of the parties hereto.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the Township and the Contractor have hereunto placed their hands and seals or caused these presents to be executed by their duly authorized officers and caused their corporate seals to be affixed hereto on the day and year first above written, in duplicate.

Attest:

TOWNSHIP OF HARDING, IN THE
COUNTY OF MORRIS

Lisa A. Sharp, Township Clerk

By _____
Timothy Jones, Mayor

[SEAL]

Attest:

By _____

(Title)

[SEAL]

[The Contract shall be acknowledged by the Contractor and the Township]

ATTACHMENT NO. 1
Procurement and Service Contract-Mandatory Language

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

AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL
AND SERVICE CONTRACTS

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

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

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

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

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

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

determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.6. 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 NO. 2
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Harding (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 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.

7.2. PERFORMANCE BOND FORM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we

_____, Principal, and

_____ Surety, are held

and firmly bound unto the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey, as

Obligee, in the penal sum of _____
[the annual value of the first year of the hereinafter mentioned Contract]

lawful money of the United States of America, to be paid to the TOWNSHIP OF HARDING IN THE COUNTY OF MORRIS, for which payment well and truly to be made we hereby jointly and severally bind ourselves and our respective successors, heirs, executors, administrators and assigns

Signed this _____ day of _____ 2022.

The condition of this obligation is such that whereas the above-named Principal did enter into a certain Contract with the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS dated the _____ day of _____, 20__ and designated as

CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 13
COLLECTION AND DISPOSAL OF SOLID WASTE TYPE 10

which said Contract is for a term commencing on January 1, 2023, and terminating on December 31, 2025, and which said Contract is made a part hereof as though fully set forth herein.

Now, if, with respect to the above-mentioned Contract from January 1, 2023 through December 31, 2025, the above-named Principal shall well and faithfully do and perform all the things agreed by the above-named Principal to be done and performed under said Contract according to the terms, covenants and conditions thereof, all and singular, and if the above-named Principal shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor performed or materials,

provisions, provender or other supplies of teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, and if the above-named Principal shall satisfy any and all claims against the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS howsoever originating under said Contract and shall fully indemnify and save harmless the TOWNSHIP OF HARDING IN THE COUNTY OF MORRIS from any and all cost, loss, damage and expenses, including legal expenses, which the, TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS may suffer by reason of the failure of said Principal to do any of the foregoing, we agreeing and asserting that this undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm or corporation having a just claim as well as the TOWNSHIP OF HARDING, IN THE COUNTY OF MORRIS, as Obligee 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 obligations as herein stated.

The said Surety hereby stipulates and agrees that no changes, alterations, modifications, omissions or additions in or to the terms of the said Contract, or in or to the plans or specifications therefor or any extension of time for the performance of any work covered thereby shall in any way affect the obligation of said Surety on this Bond, and the Surety does hereby waive, notice of any and all such changes, alterations, modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor and of any and all such extensions of time for the performance of any of the work covered thereby.

Attest:

[SEAL]

By _____
Principal

(Title)

Surety

By _____
Attorney-in-Fact

[If the Contractor is a corporation, a principal executive officer must execute the Performance Bond]

[If Contractor is a partnership, all general partners must execute the Performance Bond]

[Execution shall be acknowledged by the Principal]

[Authority of the Attorney-in-Fact for the Surety must be provided]

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE COUNTY OF:
SS: COLLECTION CONTRACT

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

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

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

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

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires _____, 20 .

7.4. STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

AFFADAVIT

STATE OF NEW JERSEY : HARDING TOWNSHIP SOLID WASTE COUNTY OF:
SS: COLLECTION CONTRACT

I, _____, of the _____ of
_____ in the County of _____ and the State of New

Jersey of full age, being duly sworn according to law on my oath depose and say that: I
am _____ an officer of the firm of

_____ the Bidder making the Proposal for the above
named work, and that I executed the said Proposal with full authority to do so; that said
Bidder at the time of making this Bid is not included on the State of New Jersey, State
Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the Township of Harding, as Owner, relies upon the truth of the statements
contained in said Proposal and in the statements contained in this affidavit in awarding
the contract for said work.

The undersigned further warrants that should the name of the firm making this
Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders
at any time prior to, and during the life of this Contract, including Guarantee period, that
Township of Harding shall be immediately notified by the signatory of this Eligibility
Affidavit.

The undersigned understands that the firm making the bid as Contractor is
subject to disbarment, suspensions and/or disqualification in contracting with the State
of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed
therein, and as determined according to applicable law and regulations.

(Name of Contractor)

(Signature of Affiant)

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

Notary Public of the State of New Jersey
My Commission expires _____