

**TOWNSHIP OF HILLSIDE  
UNION COUNTY, NEW JERSEY**



**BID SPECIFICATIONS FOR SOLID  
WASTE MATERIAL AND  
RECYCLABLE MATERIALS  
COLLECTION AND DISPOSAL  
SERVICES**

**BID DUE DATE: NOVEMBER 22, 2022**

**MAYOR**

DAHLIA O. VERTREESE

**COUNCIL MEMBERS:**

CRAIG EPPS, COUNCIL PRESIDENT COUNCILMAN AT LARGE  
CHRISTOPHER MOBLEY, COUNCIL VICE PRESIDENT, (SECOND WARD)  
ANDREA HYATT (FIRST WARD)  
DONALD DeAUGUSTINE (THIRD WARD)  
GERALD PATEESH FREEDMAN (FOURTH WARD)  
LISA BONANNO, COUNCILWOMAN AT LARGE  
ROBERT RIOS, COUNCILMAN AT LARGE

**PUBLIC WORKS:**

ANTHONY RUSSOMANNO, CPWM  
ACTING DIRECTOR

**TOWNSHIP OF HILLSIDE  
UNION COUNTY, NEW JERSEY**



**SUBJECT: SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL SERVICES**

**CONTRACT PERIOD: JANUARY 1, 2023 TO DECEMBER 31, 2025**

**SURETY BOND CERTIFIED CHECK OR CASHIER'S CHECK:**

TEN PERCENT (10%) NOT TO EXCEED \$20,000.00

**DATE & TIME OF RECEIVING AND OPENING OF BIDS:**

WEDNESDAY, NOVEMBER 22, 2022 11:00 A.M. SHARP

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## **TOWNSHIP OF HILLSIDE NOTICE TO BIDDERS**

PUBLIC NOTICE is hereby given that sealed bids for the collection, haulage and disposal of household solid waste, bulky solid waste, and recyclable materials from the Township of Hillside in a sanitary and inoffensive manner are hereby invited from bidders and will be received by the Township of Hillside at the Municipal Building, 1409 Liberty Avenue, Township of Hillside, Union County, New Jersey on, **November 22, 2022 at 11:00 A.M.**, prevailing time, at which time and place the bids will be publicly opened and read aloud in the Municipal Courtroom.

Specifications and bid forms for the above may be examined and obtained beginning **September 19, 2022** at the Township Clerk's Office of said Township in said Municipal Building between the hours of **9:00 A.M. and 4:00 P.M.**, by **appointment only**, daily except Saturdays, Sundays, and Holidays. Please call the Township Clerk's Office at (973) 681-7155 to schedule an appointment or email the Acting Township Clerk at [swalker@hillsidenj.us](mailto:swalker@hillsidenj.us).

**NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED**, and no bids will be accepted by mail, delivery service or courier service. Bids must be delivered by the date and time of the bid opening by an authorized representative of the Contractor. All bid proposals will be dated 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.

A fee of \$150.00 in the form of a certified check or cashier's check will be required from each person, firm or corporation taking out a set of specifications and other bid data herein of the above-mentioned, which sum will not be refunded.

The scope of the work to be undertaken by the successful contractor will include the collection, removal and disposal of all discarded household solid waste, bulky waste, and recyclable materials, which shall be made and accumulated in dwelling houses, stores, and other buildings or premises in the Township of Hillside.

Bids will be made for the following periods:

Three (3) years to commence on January 1, 2023 and ending on December 31, 2025, with the option of two (2) additional one-year extensions, for a total not to exceed five (5) years.

Prospective bidders will be required to meet all the conditions as set forth in the Contract Documents and shall furnish such other information as may be required by said Township Council.

Bids must be made on the Bid Forms included with the Contract Documents and in the manner designated and required therein and must be enclosed in sealed envelopes addressed to the Township Clerk with the name and address of the bidder, the words "Bid for Solid Waste Materials and Recyclable Materials Collection and Disposal Services for the Township of Hillside, New Jersey", and the address "Township of Hillside, Municipal Building, 1409 Liberty Avenue, Hillside, New Jersey 07205" all clearly marked on the outside of the envelope.

The Township of Hillside reserves the right to award the contract to the lowest responsible bidder.

No bid shall be considered unless accompanied by a bid guarantee in the form of a certified check, bid bond or cashier's check in the amount of ten percent (10%) of the total amount bid, but not in excess of \$20,000.00, made payable to the Township of Hillside, together with a "Consent of Surety" from a surety company authorized to do business in the state of New Jersey in a form satisfactory to the Township, stating that it will provide the contractor with a bond in the amount equal to one hundred percent (100%) of the contract price bid. All guarantees of unsuccessful bidders will be returned upon award of contract to the successful bidder.

Information contained in this Bid Proposal should be clear and not subject to qualifications, deletions, erasures, or other markings that create any doubt as to its meaning. Bidders should make sure that the Bid Proposal is signed by a duly authorized person on behalf of the bidder and that the proposal is responsive. Bidders can determine the responsiveness of their Bid Proposal by reading the "Information for Bidders". **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The Township Council reserves the right to reject any and all bids or alternate bids or to accept such bids or alternate bids as it may deem to be in the best interests of the Township of Hillside, and reserves the right to waive any informality in the bids received and likewise correct any erroneous mathematical computations in any said bid and consider the bid on the basis of the corrected total, and the right to consider the bids for sixty (60) days after their receipt.

A pre-bid conference shall be scheduled for **October 13, 2022 at the Township of Hillside, Municipal Building, Municipal Courtroom, 1409 Liberty Ave, Hillside, New Jersey at 11:00 A.M.** at which time all interpretations will be addressed and considered. Attendance is strongly encouraged.

Bidders will be required to comply with the requirements as follows:

- A. P.L. 1975 Chapter 127 and P.L. 1975 Chapter 326
- B. P.L. 1977 Chapter 33
- C. P.L. 1931 Chapter 27 and N.J.S.A. 48: 13A-1 et seq.
- D. All laws and regulations pertinent to the contract to be awarded and of work to be done thereunder.
- E. All ordinances and resolutions approved by the Township Council of the Township of Hillside.

Bidders are required to comply with the requirements of P.L. 2004, c. 57, which pertains to the **New Jersey Business Registration Requirements.**

Bidders are required to comply with provisions of the N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification

of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's current Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 et. seq.; or
3. The Township's copy of the bidder's completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneously with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more stocks in any class, or of individual partners who own ten percent (10%) or greater in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to Chapter 33, P.L. 1977. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue, at the time bids will be received by the Township pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44).

The successful bidder must be registered with and approved by the New Jersey Department of Environmental Protection (NJDEP).

Township of Hillside  
Township Clerk's Office  
1409 Liberty Avenue  
Hillside, NJ 07205



1. INSTRUCTION TO BIDDERS

1.1 THE BID

The Township of Hillside is soliciting bid proposals from solid waste and recycling collectors interested in providing solid waste and recycling collection and disposal services for a period of three (3) years to commence on **January 1, 2023 and ending on December 31, 2025**, in accordance with the terms of these Bid Specifications N.J.S.A. 40 A: 11-1 et. seq. and Uniform Bid Specifications N.J.A.C. 7:26H-6 et. seq., with the option of two (2) additional one-year extensions in accordance with N.J.S.A 40A:11-1 et. seq., for a total not to exceed five (5) years.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of addenda, clarifications or revisions to advertisements or bid documents relating to bids will, no later than seven (7) days (Saturdays, Sundays and holidays excepted) prior to the date for acceptance of bids, be published in the Local Source and Star Ledger newspapers. No questions will be accepted later than ten (10) days (Saturdays, Sundays and holidays excepted) prior to the date for acceptance of bids.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Clerk at the Township of Hillside Municipal Building, 1409 Liberty Ave, Township of Hillside, Union County, NJ. Bids must be delivered by hand to the Township no later than **11:00 A.M., November 22, 2022**. All bid proposals will be dated 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 by the public notice to prospective bidders:

1. Certified photo-copies of bidder's Certificate of Public Convenience and Necessity and an approval letter issued in accordance with N.J.S.A. 13:1E-126; and
2. Questionnaire setting forth experience and qualifications

3. NJDEP Mandatory Diesel Retrofit Program Compliance Forms-BART  
N.J.A.C. 7:27-32
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 Hillside
5. Non-collusion Affidavit
6. Stockholder Statement of Ownership
7. Certificate of Surety
8. Bid Proposal Pages - Signed
9. Business Registration Certificate
10. Affirmative Action Affidavit
11. Acknowledgement of Receipt of Changes to Bid Documents
12. Iranian Disclosure

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The Bid Specifications are broken down into sections merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document. Any omission of any of the above listed documents will result in the Bidder's Bid being rejected as non-responsive.

#### 1.5 ADDENDA AND INTERPRETATIONS

All Bidders shall carefully examine the Bid Specifications and other Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Township immediately upon discovery and, in any event, prior to the opening of the bids, in writing via email to [arussomanno@hillsidenj.us](mailto:arussomanno@hillsidenj.us) and [toutlaw@hillsidenj.us](mailto:toutlaw@hillsidenj.us).

No interpretation of the meaning of the Bid Specifications or other Contract Documents will be made to any Bidder orally. Any oral explanations given before the award of the contract will not be binding upon the Township.

Every request for such interpretation shall be in writing addressed to the Township, and to be given consideration must be received ten (10) business days prior to **November 22, 2022** (Saturdays, Sundays and Holidays excepted).

A pre-bid conference shall be scheduled for **October 13, 2022 at the Hillside Township Municipal Building, Clerk's Office, 1409 Liberty Ave, Hillside, NJ at 11:00 A.M.** at which time all interpretations will be addressed and considered. The Township of Hillside is not liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, clarifications, or revisions to the Contract Documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders who have received Contract Documents from the Township of Hillside Clerk's office, at the respective addresses furnished for such purposes, not later than seven (7) days (Saturdays, Sundays, and Holidays excepted) prior to the date fixed for the opening of the bids. Bidders shall acknowledge receipt of all addenda, clarifications, or revisions by filling in the blanks in the Bid Proposal form entitled Addenda Acknowledgement (page 97). Failure of any bidder to receive any such addenda, clarifications, or revisions or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All revisions, clarifications, or addenda so issued shall become part of the Contract Documents. Failure to acknowledge receipt of revisions, clarifications, or addenda as required above shall constitute grounds for rejection of the bid by the Township.

#### 1.6 EXAMINATION OF AND FAMILIARITY WITH THE WORK

Each bidder must inform itself fully of the conditions under which the work will be performed. Failure to do so will not relieve a successful bidder of its obligation to furnish all equipment necessary to carry out the provisions of the Contract Documents and to deliver the contemplated services in the manner and for the consideration set forth in this bid. Bidders are expected to read and become familiar with the Bid Specifications and other provisions contained in the Contract Documents, including but not limited to all addenda, clarifications, or revisions, to visit the localities involved to make their own estimates of the equipment and other facilities needed; and to evaluate difficulties attending the execution of the proposed Contract, including local conditions, traffic, state and local regulations and ordinances, labor, transportation facilities, uncertainties of weather, seasonal and other fluctuation of solid waste quantities, and other contingencies, all prior to submitting bids. In no case will the Township assume any responsibility whatsoever for any

interpretation, deduction or conclusion drawn from the examination of the collection area, transport routes or disposal. Failure to become acquainted with all available information concerning all conditions affecting the work will not relieve the successful bidder of assuming all responsibility for estimating the difficulties and cost of successfully delivering the services required under this Contract.

The failure or omission of any bidder to receive or examine any form, instrument, or document; or to make any evaluations, investigations, or inspections, shall in no case relieve any bidder from any obligation in respect to its bid.

#### 1.7 OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The contractor shall provide all services and furnish all vehicles, equipment, and labor and everything necessary or proper for performing and completing the work required by this Contract, in the manner and within the time hereinafter specified. The Contractor shall deliver all services required to the satisfaction of the Township, and in accordance with the Contract Documents herein mentioned, at the prices herein agreed upon and fixed therefore. All the work, labor, and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to and in conformity with the attached Contract Documents under the terms of this Contract.

The contractor shall coordinate its operations with those of any other contractors who may be employed on other work of the Township and shall avoid interference therewith and cooperate in the arrangements for its own and other contractor's operations.

The contractor shall conduct its operations so as to interfere as little as possible with private business and public travel. The contractor shall, at its own expense, wherever necessary or required, take such precautions as may be necessary to prevent injuries to persons and to protect life and property.

## 2. DEFINITIONS

### **"Bidder"**

Shall mean any party submitting a proposal (bid) for the work described herein and in conformance with the requirements of the contract documents.

### **"Bid Proposal"**

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

### **"Bid Guarantee"**

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

### **"Bid Specifications"**

Shall mean all documents requesting bid proposals for municipal solid waste collection and disposal services contained herein.

### **"Certificate of Insurance"**

Shall mean a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

### **"Collection Site"**

Shall mean the location of solid waste and recyclable materials containers on collection day shall be curbside.

### **"Collection Source"**

Shall mean a generator of designated collected solid waste to whom service will be provided under the contract.

### **"Consent of Surety"**

Shall mean a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

### **"Contract"**

Shall mean 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"**

Shall mean the Director of the Township of Hillside Department of Public Works, who is authorized to implement the Township's contracts for solid waste and recyclable materials collection services.

### **"Contracting Unit"**

Shall mean a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

### **"Contractor"**

Shall mean the lowest responsible bidder to whom award of the contract shall be made.

### **"Designated Collected Recyclable Material"**

Shall mean recyclable material placed curbside by township occupants separate and apart from residential,

1. Co-mingled recyclable material: Aluminum Cans, Ferrous Containers, Glass Containers, and Plastic Container.
2. Newspaper, Magazines, Office Paper, Mixed Paper and Junk Mail — Should be tied in bundles not exceeding 50 lbs. in weight or placed in a brown paper bag.
3. Cardboard — Should be tied in bundles not exceeding 50 lbs. in weight.

### **"Designated Collected Solid Waste"**

- Household Solid Waste Type ID10 known as Solid Waste ID10 Shall include but not be limited to garbage, discarded (waste) paper of all kinds; cartons; metals other than recyclable metals; textiles and rags; glass; crockery; kitchen refuse; plastics (other than recyclable plastics); ashes and cinders; offal; other materials that are containerized or bundled (i.e. tied with twine, cord or wire) of units of no more than 50 pounds curbside by occupants of buildings in the Township of Hillside (and not specifically excluded in the Contract Documents) including all residential, non-residential, commercial, business, and institutional establishments and public quasi-public buildings.

Containerization is as authorized by the Township and may include watertight cans (metal, rubber or plastic with lids, and/or plastic bags (as overflow only).

- Household solid waste does not include source-separated materials such as newspaper, corrugated cardboard boxes, mixed paper, aluminum, glass and

bi-metal cans and plastic soda bottles, and other recyclable items which may be placed curbside by Township occupants for separate collection. Discarded waste materials from manufacturing establishments (factories) and other non-residential establishments which collections must be done through the services of a private Contractor. Designated collected solid waste shall not consist of bulky waste, recyclable materials, hazardous or biological 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.

- **Bulky Waste** — Solid Waste Type ID13 known as Bulky Waste Type ID13 shall include but not be limited to large furniture, mattresses, tree branches, tires, wallboard, lumber tied securely in 4 foot bundles not to exceed 50 pounds, plumbing, electrical fixtures, rugs, garden debris, bath tubs, microwave ovens and other bulky materials which may be placed out curbside for collection.
- **White Goods** include but are not limited to white goods, appliances including washing machines, dryers, ranges, dishwashers, freezers, hot water heaters, stoves, tubs, portable air conditioners, and other bulky metal materials which may be placed out curbside for collection.
- **Vegetative Waste** shall include grass clippings, leaves, hedge and brush clippings, small bushes, shrubs, trees, tree branches, limbs, weeds and other vegetative waste materials when packed in disposable biodegradable bags or tied in bundles weighing not more than 50 lbs. in weight and less than 4ft. in any dimension. Also included are roots less than 2 in. in diameter.

**“Disposal Facility”**

Shall mean those sites designated in the Union County Solid Waste Management Plan for use by the Township of Hillside.

Household Solid Waste (ID10):      ***Union County Resource Recovery Facility (UCRRF)***  
***1499 US-1***  
***Rahway, NJ 07065***

Bulky Waste (ID13):                ***Approved Material Recovery Facilities (MRF)***  
<http://www.unioncountyutilitiesauthority.org/approved-mrfs/>

**"Recycling Facility"**

Shall mean a facility licensed to conduct business in New Jersey as a recycling facility where materials are processed for re-use. Said facility **must** be approved by the Township.

**"Governing Body"**

Shall mean the Township Council of the Township of Hillside, 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:1 1-2.

**"Holiday"**

Shall means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**"Legal Newspaper"**

Shall mean the Star Ledger and Local Source.

**"Proposal Forms"**

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

**"Service Area"**

Shall mean the geographic area described below. The service area is as follows:  
The entirety of the Township of Hillside can be seen on the attached Map A.

**"Surety"**

Shall mean a company that is duly certified to do business in the State of New Jersey and that is qualified and licensed to issue bonds with a rating of A+ by A.M. Best and Company in the amount required, of the type and character required by these specifications. Bid proposals must be properly completed in accordance with N.J.A.C. 7:26H-6.5.



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 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 Hillside in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
  - The authorization is made in writing by a person described in sections 1 and 2 above; and
  - The authorization specifies either an individual or an employee with a position of responsibility for the overall operation of the business.

D. The bid proposal contains an alternate bid. The Township of Hillside may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen bid, or any alternate bid chosen is the lowest responsible bidder. The bidder must bid on all options, failure to do so will result in rejection of bid.

E. Any Bid Proposal that does not comply with the requirements of the Bid Specifications N.J.S.A 40A:11-1 et. seq. and the Uniform Bid Specifications N.J.A.C. 7:26H-6.1 et. seq. shall be rejected as non-responsive.

### 3.2 BID GURANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Hillside in the amount of 10% of the highest aggregate bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Hillside.

### 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 Hillside.

### 3.4 "OR EQUAL" SUBSTITUTIONS

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

### 3.5 COMPLIANCE

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

### 3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

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

- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to the Uniform Bid Specifications N.J.A.C. 7:26H-6.1 et. seq.

3.7 NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Hillside 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.

3.8 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**PART 1: CERTIFICATION**

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Purchase and Property 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 Hillside 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 to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township at their option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

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Signature:

---

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder/Vendor:

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4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Township of Hillside 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 Township of Hillside's decision, in writing, by certified mail.
- B. The contract will be awarded to the qualified bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Township of Hillside reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Hillside rejects all bids, the Township of Hillside 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.
- D. The Township of Hillside reserves the right to reject any bid if the bidder misstates or conceals any material fact in the bid or proposal or with respect to the answers to questions submitted to the Township and which constitutes the Statement of Bidder's Qualifications, Experience, Financial Ability, and Non-Collusion Affidavit, and other applicable forms.
- E. The Township of Hillside reserves the right to reject any bid for any other reason which in the judgment of the Township Council requires the Township Council to reject all proposals in the best interest of the Township of Hillside.
- F. The Township of Hillside will reject any bid if the bidder does not submit bids prices on all alternates contained in the bid proposal. The bidder must submit pricing for all bid options.
- G. The Township of Hillside reserves the right to make no award of contract where competition has not been adequate.

#### 4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Township of Hillside 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. The contract documents shall be executed and returned to the Township not more than twenty-one (21) days after official acceptance of this bid and notice thereof by the local governing body. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Hillside to declare the contractor non-responsive and to award the contract to the next lowest responsible bidder.

#### 4.3 RESPONSIBLE BIDDER

The Township of Hillside 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 three-year contract, the successful bidder shall provide a performance bond for every year of the contract 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 prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Township of Hillside with proof of full payment of the premium one hundred and twenty (120) days prior to the expiration of the current bond.

B. Failure to provide the required performance bond for every year of the contract at the time and place specified by the Township of Hillside shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Township of Hillside 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. 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 Hillside 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 Hillside in rebidding the contract.

D. A bidder to whom a contract is awarded shall furnish a performance bond of a surety company duly licensed in the State of New Jersey with a rating of A+ by A.M. Best and Company, in the amount required by the bid specifications conditioned upon the faithful performance by the contractor of the terms of the contract which are and shall be part of these specifications.

#### 4.5 AFFIRMATIVE ACTION REQUIREMENTS

All bidders shall complete the Affirmative Action Documents and include it with their Proposals as part of the bid packages. The Contractor shall comply with all affirmative action requirements of the State of New Jersey pursuant to P.L. 1975 C. 127, as amended and supplemented.

#### 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 Hillside will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

#### 4.7 ERRORS IN PRICE CALCULATION

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

## 5. WORK SPECIFICATIONS

### 5.1 MATERIALS TO BE COLLECTED

The Contractor shall provide service for any option awarded by the Township of Hillside. The Township of Hillside shall select one collection option for a period of three (3) years, with the option of two (2) additional one-year extensions, for a total not to exceed five (5) years.

#### **HOUSEHOLD SOLID WASTE / TYPE IDI0**

Contractor shall collect solid waste which is placed curbside by occupants of Township premises. Solid waste IDI0 to be collected shall include but not be limited to discarded cans (EXCEPT FOR RECYCLABLE CANS) and all other metals; textiles and rags; glass (EXCEPT FOR RECYCLABLE GLASS); crockery; kitchen refuse; plastics (EXCEPT FOR RECYCLABLE PLASTIC); white goods, and other appliances, household furniture excluding mattresses and box springs, automobiles parts tires, and all other materials that are generally considered bulky waste. Placed curbside by occupants of buildings in the Township of Hillside (and not specifically excluded in the Contract Documents) including residential, nonresidential, commercial and retail business buildings. Containerization is as authorized by the Township and may include watertight cans (metal, rubber or plastic with lids, and/or plastic bags (as overflow only). Solid Waste to be collected under this Contract shall not include source-separated recyclable materials such as cardboard/newspaper/junk mail, mixed paper, aluminum, glass beverage or food containers, and other recyclable items which may be placed curbside by Township occupants for separate collection. Also excluded shall be discarded waste materials from manufacturing establishments (factories) and other non-residential establishments when collections are done through the services of a private collector.

The contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Township of Hillside as described below.

#### **Residents Other Than Monroe Garden Apartments, Liberty Avenue Townhomes and Liberty Court Condos**

The contractor shall twice a week, the year round, take up, remove and cart away all solid waste from residents in Districts 1 and 2 for the term indicated in the contract. All collections of residential solid waste within the Township shall be made between the hours of 6:00 A.M. and no later than 3:00 P.M. Collection at other hours may be authorized by the Contract Administrator. Containers must be plastic or metal variety, with a lid, placed at or near curbside.

#### **Monroe Garden Apartments (1504 Schley Street)**

The contractor **shall not** pick up any solid waste from Monroe Garden Apartments. Solid waste removal for these residential facilities are done through the services of a private collector.

**Liberty Avenue Townhomes (1414 A – 1496 Liberty Avenue)**

The contractor shall collect household solid waste from the rear of the properties. Solid waste shall be placed at the line of driveways in the rear of said premises on the day of collection in accordance with Township ordinances and regulations.

**Liberty Court Condos (1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court)**

The contractor shall collect household solid waste from the rear of the properties. Collection is by dumpster only.

**Businesses**

The contractor shall twice a week, the year round, take up, remove and cart away all solid waste from businesses in Districts 1 and 2 for the term indicated in the contract. All collections of solid waste from businesses within the Township shall be made between the hours of 6:00 A.M. and no later than 3:00 P.M. Collection at other hours may be authorized by the Contract Administrator. Containers must be plastic or metal variety, with a lid, placed at or near curbside. Excluded shall be discarded waste materials from manufacturing establishments (factories) and other non-residential establishments when collections are done through the services of a private collector.

**Institutional Collections**

The contractor shall twice a week on Tuesdays and Fridays, the year round, take up, remove and cart away all solid waste from all schools, town-wide, for the term indicated in the contract. All collections of solid waste from schools within the Township shall be made between the hours of 6:00 A.M. and no later than 3:00 P.M. Collection at other hours may be authorized by the Contract Administrator. Collection is by dumpster only. All dumpsters are located in the rear or side of the schools and are of the capacity listed below. School locations are shown on the map.

<u>Institutional Sources</u>	<u>Number Of Dumpsters</u>
A.P. Morris	2- 8 CY
W.O. Krumbiegel	1- 6 CY
George Washington	1- 8 CY
Administration Building/Sayrebrook	1- 2 CY
Hillside High	2- 8 CY
Hurden Looker	1- 8 CY
Calvin Coolidge	1- 8 CY

**Municipal Facility Collections**

The contractor shall twice a week, the year round, take up, remove and cart away all solid waste from municipal sources in Districts 1 and 2 for the term indicated in the contract. All collections of solid waste

from municipal sources within the Township shall be made between the hours of 6:00 A.M. and no later than 3:00 P.M. Collection at other hours may be authorized by the Contract Administrator. Collection is by dumpster only. All dumpsters are located in the rear or side of the municipal facilities and are of the capacity listed below. Municipal facilities locations are shown on the map Municipal Sources.

Number Of Dumpsters

Town Hall	1-6CY
Public Works Facility	1-6CY
Community Center	1-2CY
Swimming Pool (seasonal)	1-6CY
Senior Citizen Center	1-2CY
Little League (seasonal) (Hillside Avenue)	1-2CY
Firehouse/Administration (Hollywood Avenue)	1-3CY
Firehouse	1-3CY

Trash Receptacles (Town-Wide) 78 est.

NOTE: Containers and bags may also be located at the above municipal sites.

**BULKY WASTE / TYPE ID13**

**Businesses and Residents Other Than Monroe Garden Apartments, Liberty Avenue Townhomes and Liberty Court Condos**

The contractor shall once a week, on the second solid waste collection day, the year round, take up, remove and cart away three (3) items per household in Districts 1 and 2 for the term indicated in the contract. Contractor shall collect all bulky waste which is placed curbside by occupants of Township premises (EXCEPT MUNICIPAL FACILITIES and INSTITUTIONS). Bulky waste to be collected shall include but not be limited to discarded major household appliances, fixtures, ovens, refrigerators, washing machines, dryers, storm windows, window screens, and hard cover books\*. Municipal collection is by dumpster only. Containerization is as authorized by the Township for municipal facilities. Collections are done through the services of a private collector for the institutions.

**Monroe Garden Apartments (1504 Schley Street)**

The contractor shall not pick up any bulky waste from Monroe Garden Apartments. Bulky waste removal for these residential facilities are done through the services of a private collector.

**Liberty Avenue Townhomes (1414 A – 1496 Liberty Avenue)**

The contractor shall collect bulky waste from the rear of the properties. Bulky waste shall be placed at the line of driveways in the rear of said premises on the day of collection in accordance with Township ordinances and regulations.

**Liberty Court Condos (1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court)**

The contractor shall collect bulky waste from the rear of the properties. Collection is by dumpster only.

*\*Before or after leaf season (October 15 – December 1), leaves should be packed in disposable biodegradable bags as bulk at curbside. Each bag/container of leaves is considered one (1) bulk item.*

**WHITE GOODS/METAL**

**Businesses and Residents Other Than Monroe Garden Apartments, Liberty Avenue Townhomes and Liberty Court Condos**

The contractor shall once a week, on the second solid waste collection day, the year round, take up, remove and cart away three (3) items per household in Districts 1 and 2 for the term indicated in the contract. Contractor shall collect all white goods/metals which is placed curbside by occupants of Township premises including residential, condominium/apartment, nonresidential (commercial and retail businesses) (EXCEPT MUNICIPAL FACILITIES and INSTITUTIONS). White goods/metal to be collected shall include but not be limited to discarded appliances, washing machines, refrigerators, portable air conditioners, dishwashers, freezers, hot water heaters\*, ranges, tubs, and all other materials that are generally considered white goods / metal. Municipal collection is by dumpster only. Containerization is as authorized by the Township for municipal facilities. Collections are done through the services of a private collector for the schools.

White goods/metal to be collected under this Contract shall not include source-separated recyclable materials such as leaves, newspaper, mixed paper, aluminum, and glass beverage and food containers, and other recyclable items which may be placed curbside by Township occupants for separate collection. Also excluded shall be discarded waste materials from manufacturing establishments (factories) and other nonresidential establishments when collections are done through the services of a private collector.

**Monroe Garden Apartments (1504 Schley Street)**

The contractor shall not pick up any white goods/metals from Monroe Garden Apartments. White goods/metals removal for these residential facilities are done through the services of a private collector.

**Liberty Avenue Townhomes (1414 – 1496 Liberty Avenue)**

The contractor shall collect white goods/metals from the curb on Liberty Avenue. White goods/metals shall be placed at the curb on Liberty Avenue in the front of said premises on the day of collection in accordance with Township ordinances and regulations.

**Liberty Court Condos (1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court)**

The contractor shall collect white goods/metals from the rear of the properties. Collection is by dumpster only.

*\*Hot water heaters and boilers require a plumbing permit. These items are not to be collected unless a permit has been issued by the Building Department.*

**BASIC RECYCLABLE MATERIAL COLLECTIONS AND DISPOSAL SERVICES**

**Businesses and Residents Other Than Monroe Garden Apartments, Liberty Avenue Townhomes and Liberty Court Condos**

Basic recyclable material collection and disposal service will be provided once a week (Wednesdays), alternating materials each week. The Contractor shall collect cardboard/newspaper/junk mail alternating weeks with the collection of commingled: aluminum and metal mixed with glass bottles and jars plastic food and beverage containers in one container. All collectable items are to be collected from the curb line, on the recycling schedule provided in these specifications from all residential, condominium, apartment, and businesses in the Township of Hillside. Containers must be plastic, rubber or metal variety. Co-mingled recyclable material and cardboard/newspaper/junk mail will be collected on alternate weeks and should not be collected mixed. **It is strictly prohibited that co-mingled recyclable material shall not be mixed or collected in the same collection truck with cardboard/newspaper/junk mail.**

**Municipal Facilities and Schools**

Basic recyclable material collection and disposal service will be provided once a week (Wednesdays), alternating materials each week. The Contractor shall collect cardboard/newspaper/junk mail alternating weeks with the collection of commingled: aluminum and metal mixed with glass bottles and jars plastic food and beverage containers in one container. All collectable items are to be collected from dumpsters located at the side or rear of the buildings, on the recycling schedule provided in these specifications from all municipal facilities and schools in the Township of Hillside. Co-mingled recyclable material and cardboard/newspaper/junk mail will be collected on alternate weeks and should not be collected mixed. **It is strictly prohibited that co-mingled recyclable material shall not be mixed or collected in the same collection truck with cardboard/newspaper/junk mail.**

<u>Municipal Sources</u>	<u>Number of Dumpsters</u>	
	Co-Mingled	Cardboard
Town Hall	1-6CY	1-3CY
Public Works Facility	1-6CY	1-3CY

NOTE: Containers and bags may also be located at the above municipal sites.

<u>Institutional Sources</u>	<u>Number of Dumpsters</u>	
	Co-Mingled	Cardboard
George Washington	1-8CY	
Hillside High	2-8CY	1-6CY

**Monroe Garden Apartments (1504 Schley Street)**

The contractor shall not pick up any recyclable materials from Monroe Garden Apartments. Recyclable material removal for these residential facilities are done through the services of a private collector.

**Liberty Avenue Townhomes (1414 – 1496 Liberty Avenue)**

The contractor shall collect recyclable materials from the curb on Liberty Avenue. Recyclable materials shall be placed at the curb on Liberty Avenue in front of said premises on the day of collection in accordance with Township ordinances and regulations.

**Liberty Court Condos (1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court)**

The contractor shall collect recyclable materials from the rear of the properties. Collection is by dumpster only.

**VEGETATIVE WASTE**

**Businesses and Residents Other Than Monroe Garden Apartments, Liberty Avenue Townhomes and Liberty Court Condos**

The contractor shall once a week, on the second solid waste collection day, the year round, take up, remove and cart away three (3) items per household as bulky waste in Districts 1 and 2 for the term indicated in the contract. Contractor shall collect all vegetative waste which is placed curbside by occupants of Township premises (EXCEPT MUNICIPAL FACILITIES and INSTITUTIONS). The description of vegetative shall include grass clippings, leaves\*, hedge and brush clippings, small bushes, shrubs, trees, tree branches, limbs, weeds and other vegetative waste materials when *packed in disposable biodegradable bags or tied in bundles weighing not more than 50 lbs. in weight and less than 4ft. in any dimension*. Also included are roots less than 2 inches in diameter and stumps. Premises served shall

include all residential, condominium/apartment, non-residential premises (commercial and retail business buildings). All collections for materials mentioned above must not be made earlier than 6:00 A.M. and no later than 3:00 P.M. collection at other hours may be authorized by the Contract Administrator.

**Monroe Garden Apartments (1504 Schley Street)**

The contractor shall not pick up any vegetative waste from Monroe Garden Apartments. Vegetative waste removal for these residential facilities are done through the services of a private collector.

**Liberty Avenue Townhomes (1414 – 1496 Liberty Avenue)**

The contractor shall collect vegetative waste from the curb on Liberty Avenue. Vegetative waste shall be placed at the curb on Liberty Avenue in the front of said premises on the day of collection in accordance with Township ordinances and regulations.

**Liberty Court Condos (1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court)**

The contractor shall collect vegetative waste from the rear of the properties. Collection is by dumpster only.

***\*Before or after leaf season (October 15 – December 1), leaves should be packed in disposable biodegradable bags as bulk at curbside. Each bag/container of leaves is considered one (1) bulk item.***

5.2 **COLLECTION SCHEDULE**

- A. All collections, as described in these specifications, shall be performed on all designated days between 6:00 A.M. and 3:00 P.M.
- B. The following legal holidays are exempted from the waste collection schedule:  
New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- C. Municipal Sources:  
2x per week (Tuesdays and Fridays) except Community swimming pool (Memorial Day – Labor Day) and Little League (March – May; post season June – July) seasonally 5x per week
- D. Institutions  
2x per week on Tuesdays and Fridays
- E. Recycling shall be taken to a facility licensed to conduct business in New Jersey as a recycling facility where materials are processed for re-use. Said facility **must** be approved by the Township.



### 5.3 COLLECTION OPTIONS

OPTION 1 – Collection and Disposal of Solid Waste and Recyclable Materials from the Township of Hillside (Residential and Businesses) Only

OPTION 2 – Collection and Disposal of Solid Waste and Recyclable Materials from the Township of Hillside (Residential and Businesses) and Institutions (except bulky waste Type ID13, which is collected through the services of a private collector for institutions).

### 5.4 SOLID WASTE DISPOSAL

- A. All solid waste collected within the Township of Hillside shall be disposed of in accordance with the Union County Solid Waste Management Plan. For the term of this contract all solid waste ID10 collected pursuant to the terms of the contract shall be disposed of at the ***Union County Resource Recovery Facility (UCRRF), 1499 US-1, Rahway, NJ 07065.***
- B. The Township of Hillside reserves the right to designate other disposal facilities for bulky waste ID13 in accordance with the Union County Solid Waste Management Plan or in the event that the designated Disposal Facilities is unable to accept waste.

***Approved Material Recovery Facilities (MRF)***

<http://www.unioncountyutilitiesauthority.org/approved-mrfs/>

The Township of Hillside will assume all additional costs or benefits that are associated with such designation.

### 5.5 VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time during term of this contract, and the Contractor comply with all reasonable requests
- D. 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.
- E. 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.
- F. The Township of Hillside, in their effort to comply with the NJDEP mandatory Diesel Retrofit Program (N.J.A.C. 7:27-32), will require all vehicles prior to 2007 to meet the programs requirements and to be in compliance with the law. (Model year 2007 and newer have active regenerative (self-cleaning) devices included by chassis manufacturers).

N.J.A.C. 7:27-32 states, "The Diesel Retrofit Program Rules target diesel-powered vehicles, such as garbage trucks and school buses that are publicly-owned or are under public contracts, and that regularly expose the public to diesel exhaust. Major elements of the regulations include requirements for minimum retrofit emission control levels, inventory and cost estimate submittals, recordkeeping, a one-time verification inspection, warranties for retrofit technology, and reimbursement procedures. The retrofit device must be installed by an authorized installer listed on the state contract specifically issued for the purposes of the Diesel Retrofit Program rules".

This will demonstrate the Township of Hillside's commitment to being a "green community" and to minimize the "carbon footprint" by insuring that all contractors

working for the Township of Hillside will maintain clean and orderly equipment. All vehicles manufactured prior to 2007 must show proof of compliance with the NJDEP Diesel Risk Reduction Program by submitting for each vehicle listed on their Equipment Schedule a NJDEP Diesel Risk Reduction Program Compliance Form — BART which lists the following: Vehicle Owner, address, description, GVWR, VIN number, license plate number, engine manufacturer and model number, EPA Engine family, Retrofit Plan Option, retrofit make and model. The NJDEP Compliance Form- BART must be included in conjunction with Equipment List and is required as part of your bid submittal.

#### 5.6 NAME ON VEHICLES

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

#### 5.7 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office and truck parking facility for vehicles that service the contract, within 10 miles of the Township of Hillside Municipal Building, with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 6:00AM and 4:00PM. The Township of Hillside shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Hillside.

#### 5.8 FAILURE TO COLLECT

The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. All verified claims of non-collection within twenty-four hours of the complaint or complaints will result in a deduction of one-hundred (\$100.00) dollars per incident per day. Verification procedures shall be determined by and at the sole discretion of the Township.

#### 5.9 COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of

same. The Contractor shall maintain a log of all complaints received and the date and time of all responses to such complaints, as well as any action taken to remedy the complaints. The Complaint and response log shall be provided to the Contract Administrator each month.

- B. The Contractor shall submit a copy of all written complaints to the Township on a daily basis.
- C. The Contractor shall familiarize itself, and conduct its operation in accordance, with the solid waste provisions of the Township code (Chapters 261 and 262).

#### 5.10 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.

#### 5.11 INVOICE AND PAYMENT PROCEDURE

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

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as required in these bid specifications, the Contractor will submit an invoice to the Township of Hillside for the proceeding calendar month (the “Billing Month”).
2. Tipping Fees — it shall be the responsibility of the Township of Hillside to pay the tipping fee directly to Union County Resource Recovery Authority for Residential Waste - Type ID10 and an Approved Material Recovery Facility (MRF) <http://www.unioncountyutilitiesauthority.org/approved-mrfs/> for Bulk Waste - Type ID13. The disposal facility shall bill the Township directly for all costs (including taxes and surcharges).

B. The Township of Hillside shall pay all invoices within 30 days of receipt. The Township of Hillside will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township

of Hillside shall have 30 days from the date of receipt of the corrected invoice to make payment. The Contractor shall submit all invoices for collection and/or disposal services in accordance with this bid specification.

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

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Township of Hillside shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility.

The invoices shall specify the number and type of vehicles used for collection, the number of cubic yards, and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. The amount of the invoice;
2. The origin of the waste;
3. The truck license plate number;
4. The total quantity and weight of the waste; and
5. The authorized tipping rate plus all taxes and surcharges.

#### 5.12 COMPETENCE OF EMPLOYEES

A. The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Hillside shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey Commercial driver's license (CDL) for the type of vehicle operated.

- B. The use of subcontractors for the term of this contract will not be permitted.
- C. Contractor is required to provide proof of safety talks to their employees.

5.13 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Director or Foreman dedicated to the Township of Hillside, who will be in the Township whenever collection trucks are working and shall have full authority to act for the Contractor. The Contractor must ensure that the Director or Foreman reports to the Department of Public Works office daily to handle any complaints or mis-collections. The Contractor shall notify the Contract Administrator, in writing, that a supervisor or foreman has been appointed. Such notification shall be given prior to commencement of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.14 INSURANCE REOUIREMENTS

The Contractor shall obtain and maintain, in full force and effect at all times during the life of this Contract, insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Township of Hillside as an Additional Named insured indemnifying the Township of Hillside with respect to the Contractor's actions pursuant to the Contract.

- A. The Contractor Shall not commence any work under this contract until they provide the Township of Hillside with duly executed Certificates of Insurance evidencing compliance with all of the insurance provisions of the contract as applicable and addenda, if any; subject to the following conditions:
  - 1. All such insurance must be provided by an insurance carrier, in good financial condition, licensed to conduct business within the State of New Jersey, acceptable to the Township of Hillside.
  - 2. All Certificates of Insurance shall provide for, at least, 30day notice of cancellation to the Township of Hillside.
  - 3. All Certificates of Insurance shall provide that notice must be given to the Township of Hillside prior to the effective date of any change, cancellation, or non-renewal of insurance required under this contract.

4. Notwithstanding the requirements pertaining to insurance herein, the Contractor shall comply with all applicable ordinances and statutes.
5. The insurance requirements outlined below are minimum requirements and the Township of Hillside reserves the right to make such changes and/or exceptions as it may deem necessary.
6. All Certificates of Insurance shall state that the Contractor shall assume the defense of all claims of whatsoever character against the Contractor and/or the Township and indemnify, save harmless and insure the Township and its officers, agents, and employees against all claims arising out of injury or damage to persons or property, against all claims and liability arising from the Contractor's performance or failure to perform the work under this contract and against the suits and claims referred to in Form of Agreement.
7. In addition, the Contractor shall provide the Township with copies of the required insurance policies, certified to be true copies by the carriers, together with proof of payment of the premium.

B. The Contractor shall, at a minimum, purchase and maintain the following insurance:

1. For Worker's Compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability.
2. For Comprehensive General and Contractual Liability Insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability limits of \$3,000,000 each occurrence.
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.

#### 5.15 CERTIFICATES

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

#### 5.16 INDEMNIFICATION

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



6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENT CHECKLIST

- \_\_\_ 6.2 Photocopies of bidder’s certificate of public convenience and necessity and an approval letter issues in conformance with N.J.S.A. 13:1E-126
- \_\_\_ 6.3 Statement of Bidder’s qualifications, experience and financial ability
- \_\_\_ 6.4 Questionnaire
- \_\_\_ 6.4A NJDEP Mandatory Diesel Retrofit Program Compliance Forms – BART N.J.A.C. 7:27-32
- \_\_\_ 6.5 Bid Guarantee
- \_\_\_ 6.6 Consent of Surety
- \_\_\_ 6.7 Stockholder Statement of Ownership
- \_\_\_ 6.8 Non-collusion Affidavit
- \_\_\_ 6.9 Business Registration Certificate
- \_\_\_ 6.10 Affirmative Action Affidavit
- \_\_\_ 3.8 Disclosure of Investment Activities In Iran
- \_\_\_ Acknowledgement of Receipt of Addenda
- \_\_\_ Proposal
- \_\_\_ Hillside DPW Container Service
- \_\_\_ Recycling Material Rebate

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

Name \_\_\_\_\_

Complete Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Certificate Number \_\_\_\_\_

Date: \_\_\_\_\_

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

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

STATEOFNEWJERSEY }  
COUNTYOF } SS:

I, \_\_\_\_\_, am the \_\_\_\_\_

\_\_\_\_\_ Of the \_\_\_\_\_, and being duly sworn, I depose and say:

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township of Hillside Council to award to [ \_\_\_\_\_ ] the contract for solid waste collection and recycling services in the event said bidder is the lowest responsive responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Township of Hillside will rely upon the information provided in the Questionnaire in determining the lowest, responsive responsible bidder to be awarded the contract.

4. I also understand and agree that the Township of Hillside Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

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

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

## 6.4 QUESTIONNAIRE

This questionnaire must be filled out and submitted with a part of the Bid Proposal for solid waste collection and disposal for the Township of Hillside. 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 Township of Hillside under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Hillside 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
6. amount of the contract and the number of years the contract covers. List the government solid waste collection and disposal services contract that the bidder has completed within the last five (5) years.
7. Give detailed answers to questions below relating to this subject.
8. Name of contracting unit;
9. Approximate population of contracting unit;
10. Term of contract from to;
11. How were materials collected;
12. Give location of disposal site or sites and methods used in the disposal of solid waste;
13. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

14. 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, and years of service, present condition and the type and size of the truck bodies.
15. Where can this equipment described above be inspected?
16. 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.
17. 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.
18. 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.
19. List the name and address of three credit or bank references.
20. Supply the most recent annual Report as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.
21. Additional remarks.

6.4 A NJDEP Mandatory Diesel Retrofit Program Compliance Forms – BART N.J.A.C. 7:27-32  
Must be attached.

6.5 BIDGUARANTEE  
[See Section 3.2 Bid Guarantees]

**6.6 CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond in  
(Owner)

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

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

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

**6.7 STOCKHOLDERS DISCLOSURE STATEMENT**

As required by N.J.S.A. 52:25 - 24.2, no corporation or partnership shall be awarded any contract or 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 accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner exceeding 10% ownership criteria established in this act has been listed.

<u>NAME</u>	<u>COMPLETE ADDRESS</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

(USE ADDITIONAL SHEETS IF REQUIRED)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Complete address

\_\_\_\_\_  
Municipality/State/Zip



**6.8 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s.:

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 \_\_\_\_\_ 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, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Hillside 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 \_\_\_\_\_.

6.9 BUSINESS REGISTRATION CERTIFICATE  
Must Be Attached.

**6.10 AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF )

I or We \_\_\_\_\_ of the (City, Town, Borough) of

\_\_\_\_\_ in the County of \_\_\_\_\_ in the State of

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

1. I am (President, Partner, Owner) of the firm of \_\_\_\_\_, a bidder making a Proposal upon Solid Waste Collection and Disposal Service and Collection of Recyclable Materials Township-Wide Contract.
2. I am familiar with the Affirmative Action requirements of P.L. 1975 c. 127 and Rules and Regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. My Firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by P.L. 1975 c. 127, and the Rules and Regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if my Firm does not comply with P.L. 1975 c. 127, and Rules and Regulations issued pursuant thereto, that no monies will be paid by the Township of Hillside until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated and the Contractor may be debarred from all public contracts, for a period of up to five (5) years.
5. If I fail so to do, the Township of Hillside may declare the contract covering this service both null and void and hold me to all obligations under law.
6. If the undersigned is an individual bidder, I sign in such capacity. If I sign in a representative capacity, this Affidavit binds my principal and I certify that I have the authority to bind my principal.

Subscribed and sworn to before me

\_\_\_\_\_  
Signature of Company Officer

a \_\_\_\_\_ of the State of \_\_\_\_\_  
this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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. §121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

7. FORM OF PROPOSAL DOCUMENTS

**NOTE: The Township of Hillside will consider submissions only from firms, individuals, or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this bid specifications.**

**BID SPECIFICATIONS PROPOSAL**

Proposal for the Collection and Disposal Service for Solid Waste and Recycling Materials beginning on January 1, 2023 and terminating on December 31, 2025.

Township of Hillside:

I or We \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
(COMPLETE ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP)

hereby agree to provide complete performance in accordance with the Contract and Specifications for the prices listed on the Proposal Sheets.

*Note:                   Bidders are required to bid on all Proposal Options.  
                              Bidders are required to sign all Proposal Sheets.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Affix Seal of Corporation

**COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS  
FROM THE TOWNSHIP OF HILLSIDE**

OPTION 1

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications to provide collection of solid waste and recyclable materials from residential, business and municipal sources as described in section 5.1 and 5.2 for the period commencing on January 1, 2023 and terminating December 31, 2025 (both dates inclusive).

Year 1

Total Bid Price

\_\_\_\_\_  
(Write out in Words) Year One of Three Year Contract

\$ \_\_\_\_\_

Year 2

Total Bid Price

\_\_\_\_\_  
(Write out in Words) Year Two of Three Year Contract

\$ \_\_\_\_\_

Year 3

Total Bid Price

\_\_\_\_\_  
(Write out in Words) Year Three of Three Year Contract

\$ \_\_\_\_\_

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Name of Firm of Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS  
FROM THE TOWNSHIP OF HILLSIDE AND THE HILLSIDE BOARD OF EDUCATION  
(ALTERNATE BID)**

OPTION 2

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications to provide collection of solid waste and recyclable materials from residential, business, municipal sources and institutions as described in section 5.1 and 5.2 for the period commencing on January 1, 2023 and terminating December 31, 2025 (both dates inclusive).

Year 1

Total Bid Price

---

(Write out in Words) Year One of Three Year Contract

\$ \_\_\_\_\_

Year 2

Total Bid Price

---

(Write out in Words) Year Two of Three Year Contract

\$ \_\_\_\_\_

Year 3

Total Bid Price

---

(Write out in Words) Year Three of Three Year Contract

\$ \_\_\_\_\_

---

Individual

---

Name of Firm of Title

---

Signature

Date

**HILLSIDE TOWNSHIP D.P.W CONTAINER SERVICE**

Supply a price for the transportation of roll-off containers utilized by the Township of Hillside Department of Public Works.

For the period January 1, 2023 through December 31, 2025 (both dates inclusive)

Quantity of 52/ Size 20 cubic yard containers/year: \$ \_\_\_\_\_

In words: \_\_\_\_\_

For the period January 1, 2023 through December 31, 2025 (both dates inclusive)

Quantity of 10/ Size 30 cubic yard containers/year: \$ \_\_\_\_\_

In words: \_\_\_\_\_

***Note: The Township does not guarantee the amount of containers listed above. Actual number of containers may be more or less than specified.***

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Name of Firm of Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THE TOWNSHIP OF HILLSIDE - RECYCLING MATERIAL REBATE**

**Recycling Material Rebate**

**Rebate to Township of Hillside for each ton of recyclable material collected:**

**Sorted Office Paper** \_\_\_\_\_ **per ton.**

**In words** \_\_\_\_\_

**Baled Corrugated Cardboard \$** \_\_\_\_\_ **per ton.**

**In words:** \_\_\_\_\_

**Loose Corrugated Cardboard** \_\_\_\_\_ **per ton.**

**In words:** \_\_\_\_\_

**Mixed paper** \_\_\_\_\_ **per ton.**

**In words:** \_\_\_\_\_

**Comingled recyclable material \$** \_\_\_\_\_ **per ton.**

**In words:** \_\_\_\_\_

**No negative values for rebates shall be accepted.**

**The Contractor shall reimburse the Township of Hillside on a monthly basis for recycling revenue.**

**All recycling tonnage quantities as well as the Name and Location of the Recycling Disposal Facilities must be submitted to the Township on a monthly basis.**

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Name of Firm of Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TOWNSHIP OF HILLSIDE  
UNION COUNTY, NEW JERSEY

SERVICES FOR SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION AND DISPOSAL  
FORM OF AGREEMENT

This agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Township of Hillside in the County of Union, party of the first part, hereinafter called the “Township”, and \_\_\_\_\_, party of the second part, hereinafter called the “Contractor”.

Witnesses that the Contractor and Township, in consideration of the mutual covenants, considerations, and promises contained herein, agree as follows:

Article 1. DEFINITIONS

- “Agreement” or “Contract” shall mean this agreement between the parties, namely the Township of Hillside in the County of Union, New Jersey And the contractor.
- “Contract Documents” shall mean the Notice to Bidders, Information for Bidders, Proposal, Agreement, Contract Bonds, Performance Specifications, Appendices, and any Addenda to any of the foregoing.
- “Contractor” shall mean an individual, partnership, joint venture, company, sole proprietorship, or a corporation, its lawful successors, and its duly authorized representatives.
- “Day” or “days” shall mean a calendar days or consecutive calendar days.
- “Disposal Facility shall mean the disposal facilities to be utilized for solid wastes generated within the borders of the Township of Hillside as identified in the approved Union County District Solid Waste Management Plan.
- “Proposal” shall mean the bid package submitted by the prospective contractor (the Bidder), which includes the signed bid proposal, questionnaires, Bid Security, and all other submittal requirements and information items required at the time of the bid, as described and/ or requested in the contract documents.
- “Services” and “work” shall mean all the matters and things herein agreed to be furnished and done by the contractor.
- “Solid waste” shall include but not be limited to discard (waste) of all kinds; metals (except recyclable metals); textiles and rag; glass (except recyclable glass); crockery; kitchen refuse; plastics (except recyclable plastics); woods of all kinds; grass and other yard waste, ashes and cinders; appliances, household toys, minor parts of automobiles, and all other materials that are containerized or bundled (i.e. tied with twine, cord or wire) of units or no more than fifty (50) pounds and less than four(4) feet in any dimension deposited curbside by occupants of buildings in the Township of Hillside (and not specifically excluded in the contract documents) including residential, non-residential ( commercial, business, and industrial with the exception of schools)

establishments and public and quasi-public buildings. Containerization is as authorized by the Township and may include cans or barrels with lids, and/or plastic bags, which must be inside a container with a lid. Also excluded shall be discarded waste materials from manufacturing establishments and factories and other non-residential establishments when such collection are done through the services of a private collector. The definition of solid waste used herein is intended to give an indication of the types of waste to be collected by the Contractor and does not list every conceivable item that could be listed.

- “Subcontractor” shall mean persons, firms, or corporation having a contract with the contractor to perform a portion of the work specified.
- “Contract Administrator” shall mean the Director of the Township of Hillside Department of Public Works.
- “Term” shall mean the period of commencing January 1, 2023 and terminating on December 31, 2025 in accordance with the terms of these Bid Specifications N.J.S.A. 40 A: I I-I et seq. and N.J.A.C. 7:26H-6 et seq.
- “Ton” shall mean a “short ton” of 2000 pounds.
- “Weight” or “Net Weight” of Solid Waste shall mean the weight of waste only, not including the weight of containers, trucks, or any other containing or transporting device.

## Article 2. CONTRACTOR'S OBLIGATIONS

The Contractor, for and in consideration of the sum or sums hereinafter mentioned, hereby agrees to furnish all labor, equipment, materials, and other facilities necessary to, or proper for, or incidental to the sanitary and inoffensive collection, haulage, and disposal of Solid Waste and for the collection , haulage, disposal and sale of Recyclable Materials in the Township of Hillside, in the county of Union and State of New Jersey and the provisions of container service for the Township of Hillside Department of Public Works function, all in accordance with the Contract Documents, for a term of three (3) years, beginning January 1, 2023 and ending December 31, 2025.

The definition of solid waste used herein is intended to give an indication of the types of waste to be collected by the Contractor and does not list every conceivable item that could be listed. Simply put, the collection services to be provided by the contractor under this contract means that the contractor shall pick up any and all solid waste (except as specifically excluded herein) containerized or bundled of units of no more than fifty (50) pounds and less than four (4) feet in any dimension.

The contract Documents upon which the bid of the contractor herein name was based, and the newspaper print soliciting bids are attached hereto and made a part hereof and both parties agree to be bound by all of the terms and conditions set forth in the aforementioned Contract Documents, all of which are to be considered part hereof and are to have the same force and effect as if set forth specifically and at length herein.

The contractor shall also be responsible for becoming aware of and abiding by any ordinance or resolutions of the Township Council which may be passed affecting the safety or health of the residents of the

Township.

***The Contractor shall not commence work before 6:00 A.M. nor finish work after 3:00 P.M. on any day, except under extenuating circumstances as shown to and approved by the Contract Administrator or his designee at least 14 days in advance.***

***The contractor shall collect solid waste from Liberty Avenue and Maple Avenue four (4) times a week.***

***The contractor shall call the DPW Office at least 30 minutes prior to leaving the Township.***

***The contractor shall be required to place a sticker on improperly discarded recycling and/or bulk waste.***

***The Township of Hillside will supply the contractor with violation stickers.***

***The contractor shall ensure that the employees place all emptied trash receptacles on the curb.***

***The contractor shall ensure that the employees clean up all waste that falls onto the sidewalks and/or streets.***

### Article 3. DISPUTES

All questions or disputes that may arise as to the interpretation or meaning of the Contract Documents, Township Ordinances, or this Agreement, shall be determined by decision of the Contract Administrator, which said decision shall be final and binding on the Contractor.

The Contractor further agrees to conform to the regulations of the Township Board of Health and directives of its Health Officer, and the Department of Public Works, Director, or designee, not inconsistent with the terms of the Contract Documents, and in the event of any inconsistency, such interpretation as may be determined by the contract administrator as the correct interpretation which shall be binding upon the Contractor.

### Article 4. INSURANCE

The Contractor shall obtain and maintain in full force and effect during the entire Term the insurance coverages identified in the Bid Specification. Satisfactory evidence of all required insurance coverage shall be forwarded to the Township Attorney for approval prior to the execution of this contract by the Township of Hillside, and certificates of Insurance and copies of policies certified as true copies by the carrier together with proof of payment of the premium, shall be furnished to the Township.

In the event at the company furnishing any of the insurance herein required shall become insolvent, the Contractor must produce and deliver to the Township of Hillside, within ten (10) days, an insurance policy in a similar amount satisfactory to the Township of Hillside, and upon failure to deliver such insurance policy in the time specified, this agreement may be terminated at the insistence to the Township of Hillside, and no further payments shall be made to the Contractor of any monies until such new and satisfactory insurance policy is furnished. This provision, however, shall not relieve the Contractor from making up any loss which must be sustained by the Township by reason of its failure to comply with the provisions of the contract and any and all monies which may be due shall be applied to make up such loss, and if the amount thereof is insufficient, the Township shall be entitled to recover from the contractor the additional sum.

## Article 5 TITLES

Titles, subtitles, headings, running headlines, tables of contents, and indexes are introduced merely for convenience, and shall not be taken as part of the agreement.

## Article 6 SERVICE NOT TO BE INTERRUPTED OR ABANDONED

Absence of any employee will not be considered a sufficient excuse for failure to collect all solid waste and recyclable materials, nor for the improper collection of solid waste and recyclable materials. In the event the Contractor fails to collect or improperly collects, the Township is hereby authorized to have such solid waste and recyclable materials collected and removed, the costs of such collection and removal to be paid by the Township and may be deducted from any money due or which may become due to the Contractor.

In all cases when it is impossible for the Contractor to collect solid waste because of its being frozen or it is otherwise unable to perform the requirements of this Agreement for any reason whatsoever, the contractor shall report same immediately to the Township Division of Solid Waste and Recycling and shall report in writing within eight (8) hours to the Contract Administrator of the Township of Hillside, or the appropriate successor thereto, or its representative in all matters pertaining to the performance of this agreement. Such notice shall not relieve the Contractor from performance of the obligations imposed upon him under this agreement.

## Article 7. INSPECTION

All of the work of the Agreement and the equipment, facilities, and vehicles used by the Contractor in performance thereof shall be subject to inspection by the township or its designated representatives (including the contract Administrator or a representative from the Hillside Township Department of Public Works) for the purposes of determining compliance with the provisions of the agreement. Authorized representatives of the Township shall be permitted access at all reasonable times to all portions of the work during performance thereof and shall have the right to inspect vehicle loads to determine compliance with the agreement, including the right to utilize or cause to be utilized fixed or portable scales for the verification weighing of vehicles (empty, partially full, or full) used to transport solid waste from the Township to the Disposal Facility.

## Article 8. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this agreement by the contractor, the township will pay the contractor for collection, transportation, and delivery of solid waste to the disposal facility and for the collection, haulage, and sale of recyclable materials, in equal monthly accounts obtained by dividing the sums as set forth in the proposal for said services by the contractor by twelve months per year. The number of tons of recyclable materials delivered and caused to be delivered and the number of tons of solid waste to be delivered to the transfer station by the township shall be verified by the agent utilized for such

purposes and receipts therefore shall be kept on file at the office of the contract administrator; copies of all such receipts shall be furnished by the contractor. Payment for container service (transportation, delivery, and replacement with an empty container) provided by the contractor of the Township of Hillside Department of Public Works function will be made on a “per yard” basis, based on actual monthly number of containers transported and delivered being as requested by the township and reported by the contractor on the monthly invoice multiplied by the capacity of each container in cubic yards.

#### Article 8-A TIPPING FEES, TAXES, AND SURCHARGES

The Township shall be responsible for all tipping fees, taxes, and surcharges resulting from waste delivered to the Solid Waste Disposal Facilities used by the Contractor. Based upon the submission of monthly invoices detailing the net weight in tons of solid waste disposed of at the facility including scale receipts by a certified weighmaster and certification of the disposal site.

The contractor shall bill the Township for service rendered within ten (10) days following the end of the month for which the billing was made. The Township shall endeavor to pay the Contractor on or before the 25th day following the end of the month for which the billing was made. Daily and monthly (summary) Disposal Facility delivery schedules shall be attached to the contractor’s monthly invoice showing the daily number of trucks used for Township solid waste collection service, their truck or identification number, capacity in cubic yards, and the total number of tons of Solid Waste delivered to the Disposal Facility. Following notice to proceed and prior to initiation of services, contractor shall submit to the township the proposed monthly reporting format for the review and approval by the township.

The contractor shall punctually pay all workmen employed by it and all shall certify on each monthly voucher that all labor has been paid during the period covered in the voucher and that all accounts against it for services or materials or for any other cause whatsoever during the said period have been fully paid and satisfied, and in the event that such certifications and vouchers are not properly finished, the township of hillside shall not be required to make such payment until the proper voucher and certifications are furnished, and may in its discretion withhold any moneys which may be due for labor or materials furnished in the performance of this Agreement.

#### Article 9. PERFORMANCE (SURETY) BONDS

Contemporaneous with the execution of this agreement, the contractor shall deliver to the Township, subject to its approval, a performance bond or bonds in accordance with the contract documents hereinabove mentioned and bid specifications, which said bond or bonds shall be conditioned for the faithful performance of this content.

In the event that the company furnishing the surety bond shall become insolvent, the contractor must produce and deliver to the township of hillside, within ten days, a bond or bonds in a similar amount of satisfactory to the Township of Hillside, and upon failure to deliver such bond or bonds in the time specified, no further payments shall be made to the contractor of any monies until such new and satisfactory bond or bonds is/are furnished and this agreement may be terminated at the insistence of the



Township of Hillside.

This provision, however, shall not relieve the contractor from making up any loss which may be sustained by the township by reason of its failure to comply with the provisions of the agreement and any and all moneys which may be due shall be applied to make up such loss, and if the amount thereof is insufficient, the Township shall be entitled to recover from the contractor additional sum.

#### Article 10. LAWS AND ORDINANCES

All federal, state, and local laws, statutes, and ordinances and all rules, regulations, methods, and procedures of all governmental boards, bureaus, offices, commissions, and other agents shall be observed by the contractor. All of the work provided for in this agreement shall be performed and carried out in accordance with Chapter 261 and 262 of the Township of Hillside code, together with all amendments and supplements thereto, heretofore, and hereinafter adopted.

#### Article 11. EVENTS OF DEFAULT BY CONTRACTOR

The following shall constitute events of default on the part of the contractor:

- Failure, neglect, or refusal of the Contractor, its employees, or agents to perform in a timely manner any obligation under this agreement, such as, but not limited to, failure to correct any operation in violation of environmental standards or permits; refusal or failure to supply proper equipment, including vehicles; failure to make or cause to be made prompt payment for materials or labor; the collection and simultaneous haulage of waste or any other materials from sources outside those covered by the work to be performed hereunder within the vehicles utilized by the contractor for the collection and haulage of solid waste from the Township; and violation of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the collection, transportation, and disposal of Solid Waste or the Contractor's obligations under this agreement.
- Failure of the Contractor to deliver to the Disposal Facilities all of the Solid Waste that it collects in the Township.
- Failure to pay the penalties for non-performance as specified in this agreement.
- The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or the appointment of a receiver, trustee, or liquidator for a substantial part of its property; (ii) A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding had not been dismissed within thirty (30) days; (iii) Any action or answer by the Contractor approving of, consenting to, or acquiescing in, and such proceeding; or (iv)
- Failure of the Contractor to comply with the time for initiation of services specified in the Agreement.
- Prohibition or suspension of the Contractor's performance under the Agreement in any way by the action, ordinance, decision, requirements, order, decree, or judgement of any governmental entity, public authority, or court.

## Article 12. TERMINATION OF AGREEMENT BY THE TOWNSHIP

If the Contractor shall default in the performance of any of the terms, conditions, and provisions of this Agreement, then and that event the Township may notify the Contractor and his surety in writing to remedy the neglect or default and require the contractor to comply with the terms, conditions, and provisions of the Agreement which is being violated. If the Contractor fails to cure the neglect or fault within seventy-two (72) hours after the delivery thereof or twenty-four(24) hours when, in the opinion of the Township, immediate action is necessary to safeguard life or property, then and in that event the Township shall have the right to declare the Contractor in default, and to notify the Contractor to discontinue the work or any part thereof under the Agreement and to call upon the Surety to complete the same through agencies which meet the approval of the township, and in the opinion of the township, have qualification equal to or greater than those required of the Contractor. If the Surety fails to take up and perform the obligations of the Contractor under this agreement by means of such approved agencies within five (5) days (or within twenty four (24) hours when in the opinion of the Township immediate action is necessary to safeguard life or property), the Township shall have the right to declare the Surety in default and, at the Township's option, to terminate this Agreement and to proceed either to perform the work herein specified at its own expense, charging the cost thereof against the Contractor, or may let said contract to some other qualified Contractor, charging the cost and expense thereof in like manner.

## Article 13. ADDITIONAL REMEDIES

In the case of default by the Contractor the remedies herein provided shall be in addition to and no substitution of the rights and remedies which would otherwise be vested in the Township, all of which rights and remedies are specifically reserved. The failure of the Township to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Township for recovery of damages or otherwise, in the event of default by the Contractor. The Contractor and his Surety shall pay to the Township on demand all loss, expense, cost, or damage suffered or incurred by it by reason of any default.

## Article 14. SUITS AND CLAIMS

It is hereby mutually covenanted and agreed that the contractor, for the work to be performed by it under this contract, shall be an independent contractor and that as such it will be responsible for all damage, loss ( including but not limited to attorney's fees), injury, or casualties of every descriptions to persons or property that may arise or be incurred in or doing conduct of the said work without regard to whether or not the Contractor, its agents, or employees have been negligent, and that the Township and its agents and employees shall be by the Contactor held and kept free and discharged of and from any and all responsibility and liability therefore of any sort or kind; that the contractor shall assume all responsibility risks or casualties of every description for loss or injury to persons property including costs of ligation

and counsel fees arising out of the nature of the work, from the action of the elements, from any unforeseen or unusual difficulty; the contractor shall make good any damages that may occur in the consequence of the work or any part of it and shall assume all blame, loss, and responsibility of ordinances. It is not the intention of this agreement or of anything herein provided to confer a third-party beneficiary right of action upon any person whatever and nothing herein before or hereinafter set forth shall be construed as to confer upon any person other than the Township a right of action either under this Agreement or in any manner whatsoever.

#### Article 15. PREVAILING WAGES

The Contractor herein agrees to be bound by and pay the prevailing wages established by the New Jersey Department of Labor and Industry as of the date of the execution of this Agreement.

#### Article 16. ASSIGNMENTS

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 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. The Township will not permit subcontracting of the work to be performed without written approval.

#### Article 17. SERVICE CONTRACT MANDATORY LANGUAGE

- 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 or sex. 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, or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and 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 Equal Employment Opportunity 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, affectionate or sexual orientation, gender identity or expression, disability or nationality.
- The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,

to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall not post copies of the notices in conspicuous places, available to employees and applicants for employment;

- The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasury pursuant to P.L. 1975 C. 127, as amended and supplemented from time to time.
- 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 section 5.2 of the regulations promulgated by the Treasury 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 Section 5.2 of the regulations promulgated by P.L. 1975 C. 127, as amended and supplemented from time to time
- The Contractor and Subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
- The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation, gender identity or expression, disability or nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

Provisions D, E, G or H, not required for Subcontractors with four (4) or fewer employees or a Contractor who presented evidence of a federally approved or sanctioned Affirmative Action Program.

2. The Contractor or Subcontractor will include all of "clauses A through H" in every subcontract or purchase order unless exempted by P.L. 1975 C. 127 or rules, regulations, or orders promulgated thereunder by the State Treasury so that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasury may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

Article 18. AGREEMENT CONDITIONAL

The parties hereto acknowledge that, in accordance with the regulations promulgated by the Division of Local Finance of the State of New Jersey, this Agreement is conditioned upon and subject to the appropriation of the necessary funds therefore both the Temporary Municipal Budgets and Permanent Municipal Budgets to be adopted for the effective years of this contract.

Article 19. LIQUIDATED DAMAGES

The Township reserves the right to assess Liquidated Damages in accordance with applicable New Jersey Laws.

Article 20. CHANGES

The Township may, at any time, without notice to the sureties, by written order, make changes in the work within the general scope of the Agreement and if any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by any such order, the Township shall make equitable adjustment and modify the agreement in writing.

Article 21. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

For good, Professional Service and General Service Contracts in accordance with N.J.S.A. 10; 5-31, et sq. and N. J. A.C. 17:27.

Article 22. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with their respective seals on the day and date above written in four (4) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

TOWNSHIP OF HILLSIDE IN THE ATTEST:  
COUNTY OF UNION

\_\_\_\_\_  
Township Clerk

BY: \_\_\_\_\_  
Dahlia O. Vertreese, Mayor

ATTEST:

CONTRACTOR

\_\_\_\_\_

BY:

-----

Title

(CORPORATE SEAL)

Note: If the Contactor is a Corporation, foreign or domestic, the Agreement shall be signed by the President or the Vice President, attested by the Secretary or Assistant Secretary, and the corporate seal or a facsimile thereof affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership names by one of the partners, with indication that he is a general partner.

-----  
(ACKNOWLEDGEMENT OF OFFICER OF TOWNSHIP EXECUTING AGREEMENT)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing

instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_

(SEAL)

-----  
(ACKNOWLEDGEMENT OF OFFICER OF TOWNSHIP ATTESTING AGREEMENT)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
(SEAL)

-----  
(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF A CORPORATION)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
(SEAL)

-----  
(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing

instrument and that she executed the same for the purposes therein mentioned.

---

(SEAL)



-----  
(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
(SEAL)

**PERFORMANCE BOND**

**TOWNSHIP OF HILLSIDE  
UNION COUNTY, NEW JERSEY  
SERVICES FOR SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION AND DISPOSAL**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ the principal, and \_\_\_\_\_, hereinafter called the Surety (Sureties), as Surety (Sureties), are held and firmly bound unto THE TOWNSHIP OF HILLSIDE, UNION COUNTY, NEW JERSEY, hereinafter called the "Township" or to its successors and assigns, in the penal sum of, \_\_\_\_\_ dollars, lawful money of the United States, for the payment of which sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal is about to enter, or has entered into an Agreement in writing with the Township for

\_\_\_\_\_  
\_\_\_\_\_ of which Agreement is annexed to and hereby made a part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligations are such that if the principal, his or its representatives or assignees, shall well and faithfully perform said agreement and all modifications, amendment additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and shall fully indemnify and save harmless the Township from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Township for all outlay and expense which the Township may incur in making good any such default, and shall protect the Township against , and pay any and all amounts, damages, costs, and judgements which may or shall be recovered against the Township or officers or agents of which the Township may be called upon to pay any person or corporation by reason of any damages arising or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said principal or his (their, its) agents or servants, or the improper performance of the said work by the said principal or his (their, its) agents , then this obligations shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the township, to fully perform and complete the work to be performed under the agreement, pursuant to the terms, conditions and covenants thereof, if for any cause the principal fails or neglects to so fully perform and complete such work. The Surety (Sureties) further agrees to commence work within five (5) days after written notice thereof from the Township (or within twenty-four hours when in the opinion of the township

immediate action is necessary to safeguard life or property) and to perform and complete such work within such time as the Township may fix. The Surety (Sureties), for value received, for itself and its successors and assignees. hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Agreement or the work to be performed thereunder, or by payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or transfer thereof or of any work to be performed or any monies due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such modifications, omission, addition, changes, payments, waivers, assignments, subcontractors, and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

(SEAL) \_\_\_\_\_ (L.S.)  
Principal

BY: \_\_\_\_\_

(SEAL) BY: \_\_\_\_\_  
Surety

(SEAL) BY: \_\_\_\_\_  
Surety

(SEAL) BY: \_\_\_\_\_  
Surety

(SEAL) BY: \_\_\_\_\_  
Surety

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

-----  
(ACKNOWLEDGEMENT OF OFFICER OF TOWNSHIP ATTESTING AGREEMENT)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
(SEAL)

-----  
(ACKNOWLEDGEMENT OF OFFICER OF CONTRACTOR, IF A CORPORATION)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On This \_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law, she subscribed her name to the forgoing instrument and that she executed the same for the purposes therein mentioned.

\_\_\_\_\_  
(SEAL)



CERTIFICATE OF INSURANCE

Must be attached.

**COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS  
FROM THE TOWNSHIP OF HILLSIDE**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum/ Clarification/ Revision Number of Title</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda, clarifications or revisions were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT #1**  
**THE TOWNSHIP OF HILLSIDE MUNICIPAL COLLECTION DATA**

**1.RESIDENTIAL SOURCES**

<u>Type of Units</u>	<u>Number of Units</u>
----------------------	------------------------

Single-Family/Two-Family	6,229
Multi-Family	
Three, Four Family Residential	766
Apartments/Condominiums	383

Type of Containers

Single-Family/ Two-Family	Watertight metal, rubber or plastic container, no larger than 45 gallons, or plastic bag (as overflow only); weight not to exceed 50lbs.
Three, Four-Family Residential	Watertight metal, rubber or plastic container, no larger than 45 gallons, or plastic bag (as overflow only); weight not to exceed 50lbs.
Apartment/Condominiums	Watertight metal, rubber or plastic container, no larger than 45 gallons, or plastic bag (as overflow only); weight not to exceed 50lbs.

**MUNICIPAL SOURCES**

**NUMBER OF DUMPSTERS**

	Solid Waste	Co-Mingled	Cardboard
Town Hall	1-6CY	1-6CY	1-3CY
Public Works Facility	1-6CY	1-6CY	1-3CY
Community Center	1-2CY		
Swimming Pool (seasonal)	1-6CY		
Senior Citizen Center	1-2CY		
Little League (seasonal)	1-2CY		
(Hillside Avenue)			
Firehouse/Administration	1-3CY		
(Hollywood Avenue)			
Firehouse	1-3CY		

Trash Receptacles (Town-Wide)      80 est.

NOTE: Containers and bags may also be located at the above municipal sites.



**INSTITUTIONAL SOURCES****NUMBER OF DUMPSTERS**

	Solid Waste	Co-Mingled	Cardboard
A.P. Morris	2- 8 CY		
W.O. Krumbiegel	1- 6 CY		
George Washington Administration Building/Sayrebrook	1- 8 CY 1- 2 CY	1- 8 CY	
Hillside High	2- 8 CY	2-8 CY	1-6 CY
Hurden Looker	1- 8 CY		
Calvin Coolidge	1- 8 CY		

**GENERAL INFORMATION:**

Population (Based on 2020 Census)	22,456
Area	2.76 Square Miles
Total Municipal Road Miles	38.75 Miles
Total County Road Miles	4.30 Miles

**2020 TONNAGE REPORT 1-1-2020 to 12-31-2020****Solid Waste**

Type 10/Type 13 10, 315.21 Tons

**Recyclable Materials**

Comingled 1,041.78 Tons

Newspaper/ Cardboard 688.94 Tons

Roll Off 14.83 Tons

**2021 TONNAGE REPORT 1-1-2021 to 12-31-2021****Solid Waste**

Type ID10/Type ID13 12,477.21 Tons

**Recyclable Materials**

Comingled 1,222.31 Tons

Newspaper/ Cardboard 754.65 Tons

Roll Off 16.75 Tons

## **FUTURE PROJECTIONS:**

The Township of Hillside is a developed, urban community and it is not anticipated that there will be significant growth or extensive redevelopment during the life of this project. There will be some slight redevelopment of vacant or underdeveloped properties. The Contractor is expected to accommodate same in the proposal without any increase in price.

## **Collection Districts and Schedules Days**

### **District 1:**

The Contractor shall collect residential Type ID10 solid waste in District No. 1 on Monday and Thursday of each week and bulky waste Type ID13 every Thursday limited to three (3) pieces per household.

District No. 1 is described as follows; Beginning at the intersection of the Lehigh Valley railroad and North Broad Street, thence southwesterly to the Central Ave overpass, continuing on Central Ave to the intersection of Central and Long Ave; thence heading northwesterly on Long Ave to the intersection of Long Ave and Liberty Ave; thence, southwesterly on Liberty Ave to the Elizabeth River; thence southerly along the Elizabeth River to the Elizabeth City line; thence northeasterly along the Elizabeth City line; thence northerly along North Broad Street to the point and place of the beginning.

### **District 2:**

The Contractor shall collect residential Type ID10 solid waste in District no. 2 on Tuesday and Friday of each week and bulky waste Type ID13 every Friday limited to three (3) pieces per household.

District No. 2 is described as follow; Beginning at the intersection of North Broad Street and the main line of Lehigh Valley Railroad; thence, northeasterly along the Lehigh Valley Railroad to the County line; thence, northwesterly along the Essex County line ( including the southwesterly side of Grumman Ave) from a point 300 feet south of Maple Ave, northerly to the end of (Grumman Ave) to the Irvington branch of Lehigh Valley Railroad; thence southerly along the Essex County line to the Elizabeth River, thence, southerly along the Elizabeth River to southerly along the Elizabeth River to the end of McMichael Place; thence, continuing to Bloy Street; thence on Bloy Street headed in a southeasterly direction to Liberty Avenue; thence northeasterly along Liberty Avenue up to Route 22 overpass; thence, easterly on Route 22, to the intersection of North Broad Street and the Lehigh Valley Railroad and the point and place of beginning.

## SPECIAL COLLECTION NOTES:

The contractor shall not be required to pick up demolition material or building materials resulting from a project which requires a building or demolition permit by the Township, as prescribed by the Township Building Code, Township Zoning Ordinance, or other Township regulations. The contractor shall not pick up any construction material whatsoever, Type ID13C.

All white goods will be picked up on bulk days.

Hot water heaters will only be collected when identified with a red permit sticker issued by the Building Department.

*The contractor shall pick up, collect and haul any material which falls onto the sidewalk, onto the curbs from a container or onto the streets during the collection process. All material which falls, spills, empties from a container must be removed by the contractor. After emptying containers, they shall be placed back, in an upright position (with lids on or in the container), on the curb and out the street, or if no curb exists than sufficiently off the pavement so that they will not be hazard to traffic or be in the danger of being damaged by traffic.*

Solid waste and recyclable materials must be placed in front of the premises at the curbside on the day of collection in accordance with Township Ordinances and regulations, except that with respect to the following:

Premises on Liberty Avenue from 1414 Liberty Avenue to 1496 Liberty Avenue, known as the **Liberty Avenue Townhouses** - Garbage, rubbish, ashes and other solid wastes and recyclable materials shall be placed at the curb on Liberty Avenue in the front of said premises on the day of collection in accordance with Township ordinances and regulations.

Premises on Liberty Avenue at 1193A – 1207A Liberty Avenue, 251-267 Bloy Street, and 101-117 Liberty Court, known as **Liberty Court Condos** - Garbage, rubbish, ashes and other solid wastes and recyclable materials shall be picked up in the rear of said premises on the day of collection in accordance with Township ordinances and regulations.

Premises at 1504 Schley Street, known as **Monroe Garden Apartments** - Garbage, rubbish, ashes and other solid waste and recyclable material removal for these residential facilities are done through the services of a private collector.