



BID SPECIFICATIONS FOR
RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE

BOROUGH OF NORTH CALDWELL
141 GOULD AVENUE
NORTH CALDWELL, ESSEX COUNTY, NEW JERSEY

Issue Date: December 21, 2023

Submission Deadline: **WEDNESDAY, FEBRUARY 21, 2024 at 10:00am**

SEALED BIDS MUST BE RECEIVED AT:

Borough of North Caldwell
Office of the Borough Administrator
Municipal Building
141 Gould Avenue
North Caldwell, New Jersey 07006

**BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY**

**NOTICE TO BIDDERS
RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE**

NOTICE IS HEREBY GIVEN that sealed bids will be received and opened by the Borough of North Caldwell, New Jersey at the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey 07006, on Wednesday, February 21, 2024 at 10:00am., prevailing time, and then publicly opened and read aloud for:

RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE

The work to be done under this contract includes curbside collection and delivery to market of designated recyclable materials.

Copies of the Specifications and other proposed contract documents are on file and open to public inspection at the North Caldwell Borough Hall, 141 Gould Avenue, North Caldwell, New Jersey, and may be examined and obtained by properly qualified Contractors during regular business hours (8:30 a.m. - 4:30 p.m.) or at <https://www.northcaldwell.org/procurement/pages/2023-bidsrfqs>. Bidders will be furnished with a copy of the Specifications by the Borough Administrator upon request.

An original and two (2) copies of the Bid documents (with the original clearly marked and identified as being the original) must be submitted in a sealed envelope to and be received by the Borough, via mail or hand delivery, at the time and place stated above. Each Bid will be enclosed in a sealed envelope bearing the name and address of the Bidder, will be addressed to the Borough of North Caldwell, New Jersey and will be endorsed "Bid for Recyclable Materials Collection and Delivery Service".

Each Bid will be made upon the prescribed forms furnished with the Specifications, and will be accompanied by a Consent of Surety and by a certified check, cashier's check or Bid bond in the sum of ten percent (10%) of the amount of the Bid or \$20,000.00, whichever is less. Checks will be made payable to the Borough of North Caldwell. Bid Security will be held as a guaranty that in the event the Bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said Bid Security and the amount represented thereby will be forfeited to the aforesaid Borough of North Caldwell as liquidated damages.

Bids will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporations are authorized to do business in the State of New Jersey. Bidders are required to comply with the requirements of P.L. 1975, C.127 (N.J.A.C. 17:27) and P.L. 1977, C.33.

The Bidder to whom a Contract is awarded will be required to furnish a performance bond acceptable to the Borough of North Caldwell in the amount of one hundred percent (100%) of the Contract, in conformity with the requirements of the contract documents.

The Borough of North Caldwell reserves the right to reject any and all Bids, to waive any minor informalities or irregularities in the Bids received, and to accept the Bid which in its judgment best serves the interests of the Borough.

By Order of the Mayor and Council of the Borough of North Caldwell
Glenn Domenick, Borough Administrator

**BOROUGH OF NORTH CALDWELL
RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE
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1 INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of North Caldwell is soliciting Bid Proposals from qualified Contractors interested in providing recyclable collection and delivery services for a period of up to five (5) years, to commence on April 1, 2024 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. where applicable.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or Bid documents relating to Bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Bids, be published in *The Caldwell Progress* or the *Star Ledger*.

1.3 BID OPENING

All Bid Proposals will be publicly opened and read by the Borough Administrator at the North Caldwell Borough Hall, 141 Gould Avenue, North Caldwell, New Jersey, 07006. Bids must be delivered by hand, by mail or delivery service to the Borough Administrator no later than the time and date scheduled for the Bid opening. All Bid Proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no Bids shall be considered which are presented after the public call for receiving Bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the Bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

- A. Questionnaire setting forth experience and qualifications;
- B. 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 Borough of North Caldwell;
- C. Non-collusion affidavit;
- D. Stockholder statement of ownership;
- E. Certificate of surety; and
- F. Bid Proposal.

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

2. DEFINITIONS

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

"Bid Guarantee" means the Bid bond, cashier's check or certified check submitted as part of the Bid Proposal, payable to the Borough of North Caldwell, ensuring that the successful Bidder will enter into a contract.

"Bid Specifications" means all documents requesting Bid Proposals for Recyclable Materials Collection and Delivery Services contained herein.

"Borough" means the geographical boundaries of the Borough of North Caldwell when used in that manner, and the corporate authority of the municipality when referenced in that manner.

"Borough Administrator" is the person authorized by the Borough of North Caldwell to administer contracts for recyclable collection services.

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

"Collection Site" means the location of recycling containers on collection day.

"Collection Source" means a generator of designated collected recyclables to whom service will be provided under the contract.

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

"Contract" means the written agreement executed by and between the successful Bidder and the Borough of North Caldwell and shall include the Bid Proposal, and the Bid Specifications.

"Contract Administrator" is the person authorized by the Borough of North Caldwell to procure and administer contracts for recyclable collection services.

"Contracting Unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which 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" means the lowest responsible Bidder to whom award of the contract shall be made.

"Curb" means the area adjoining the curb line or edge of pavement of a street.

"Designated Collected Recyclable Material" means the materials designated by the Borough of North Caldwell for curbside collection. See "Recyclables".

"Disposal Facility" means those sites designated by the Borough of North Caldwell for delivery of recyclable materials, to wit, any facility located within a twenty five (25) mile radius of the border of the Borough of North Caldwell.

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

"Hauling" means the transportation and delivery of recyclable materials to a designated location.

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

- New Year's Day (January 1)
- President's Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day (December 25)

or as modified by the Borough of North Caldwell.

"Legal Newspaper" means the *Caldwell Progress* or the *Star Ledger*.

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

"Recyclables" (commingled, mixed paper and single stream) means those materials that are reclaimable by process for reuse and shall consist of the following:

- Commingled shall be tin, aluminum, bi-metal, polyboard, glass and plastic (numbers 1 through 7) containers.
- Mixed Paper shall be newsprint, magazines, paperback and hardcover books, junk mail, paper bags, phone directories, catalogues, cardboard boxes, office paper and computer paper.

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

"Service Area" means the entire Borough of North Caldwell and twenty (20) townhouse units in the Township of Fairfield.

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

3 BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

- A. Each document in the Bid Proposal must be properly completed in accordance with these Specifications. No Bidder shall submit the requested information on any form other than those provided in these Bid Specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Bidder and “Bid for Recyclable Materials Collection and Delivery Service” must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Borough of North Caldwell in the advertisement for Bids.
- C. Each Bidder shall sign, where applicable, all Bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The Bid Proposal contains bid options. The Mayor and Council may, at its discretion, award the contract to the Bidder whose bid price for the chosen option is the lowest responsible Bidder.
- E. Any Bid Proposal that does not comply with the requirements of the Bid Specifications shall be rejected as non-responsive.

3.2 BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of North Caldwell in the amount of 10% of the highest aggregate five (5) year Bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the Bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the Bidder shall be rescinded and the Bid guaranty shall become the property of the Borough of North Caldwell.

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 Mayor and Council.

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 Mayor and Council.

3.5 COMPLIANCE

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

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

- A. The Bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive Bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the Bid Proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License

issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7 NO ASSIGNMENT OF BID

The Bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful Bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of North Caldwell agrees to the assignment or other disposition.

4 AWARD OF CONTRACT

4.1 GENERALLY

A. The Mayor and Council shall award the contract or reject all Bids within the time specified in the invitation to Bid, but in no case more than 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 Mayor and Council decision, in writing, by certified mail.

B. The contract will be awarded to the Bidder whose Bid price for the selected option is the lowest responsible Bid.

C. The Mayor and Council reserves the right to reject any Bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all Bids. In the event that the Mayor and Council rejects all Bids, the Borough of North Caldwell shall publish a notice of re-Bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of North Caldwell shall notify the successful Bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of North Caldwell to declare the Contractor non-responsive and to award the contract to the next lowest Bidder.

4.3 RESPONSIBLE BIDDER

The Borough of North Caldwell shall determine whether a Bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1. The Bid Proposal of any Bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

A. For a one year contract, the successful Bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful Bidder shall provide said performance bond to the Borough Administrator concurrently with the delivery of the executed contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Borough of North Caldwell 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 Borough of North Caldwell may award the contract to the next lowest responsible Bidder or terminate the Bid process and re-bid the collection services in accordance with Section 4.1 above.

C. For a multi-year contract, the successful Bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful Bidder shall provide said performance bond to the Borough Administrator concurrently with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of North Caldwell with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Mayor and Council to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of North Caldwell in re-bidding the contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of the Mayor and Council's intent to award any contract the Contractor must submit one of the following to the contracting unit:

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

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

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

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

4.6 VEHICLE DEDICATION AFFIDAVIT

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

4.7 ERRORS IN PRICE CALCULATION

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

5 WORK SPECIFICATIONS

5.1 BID OPTIONS

The Contractor shall provide service for the Option awarded by the Mayor and

Council. The Mayor and Council shall select one collection Option for the contract period of one (1), three (3) or five (5) years in accordance with any of the option proposals submitted.

5.2 SERVICE AREA REQUIREMENTS

The Contractor shall provide collection and transportation of recyclables from within the entire Borough of North Caldwell and twenty (20) townhouse units in the Township of Fairfield.

5.3 COLLECTION OPTIONS

Recyclable Materials Collection and Transportation, Commingled and Mixed Paper

The following materials shall be collected on Wednesdays at the curb. The Contractor may request the collection day to be changed with approval by the Borough of North Caldwell.

Option I – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper - **Twelve (12) month contract (April 1, 2024 to March 31, 2025).**

- Provide collection and delivery to specific locations each Wednesday; alternating the materials (mixed paper/commingled) collected every week.
- Should a Holiday or inclement weather occur on any Wednesday, collection shall be provided the next day.
- The Contractor shall quote monthly costs for the twelve (12) month period.

Option II – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper - **Thirty-six (36) month contract (April 1, 2024 to March 31, 2027).**

- Provide collection and delivery to specific locations each Wednesday; alternating the materials (paper/commingled) collected every week.
- Should a Holiday or inclement weather occur on any Wednesday, collection shall be provided the next day.
- The Contractor shall quote monthly costs for the thirty-six (36) month period.

Option III – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper - **Sixty (60) month contract (April 1, 2024 to March 31, 2029).**

- Provide collection and delivery to specific locations each Wednesday; alternating the materials (paper/commingled) collected every week.
- Should a Holiday or inclement weather occur on any Wednesday, collection shall be provided the next day.
- The Contractor shall quote monthly costs for the sixty (60) month period.

5.4 CONTAINERS

All commingled and single stream recyclables shall be placed to the curb by the collection source in sturdy containers with a weight not to exceed 65 lbs. when full.

Mixed paper may be placed to the curb by the collection source in sturdy containers with a weight not to exceed 65 lbs. when full or tied in bundles or placed in paper bags.

5.5 COLLECTION SCHEDULE

A. All collection services, as described in these Specifications, shall be performed on all designated days between 7:00 am and 5:00 pm.

B. Recyclable materials shall not be collected on the following legal holidays, but are to be collected the next day if any listed holiday coincides with a normally scheduled collection day:

New Year's Day (January 1)
President's Day
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Christmas Day (December 25)

5.6 RECYCLABLE DELIVERY

A. All recyclable materials collected within the service area shall be transported and delivered to a facility designated by the Borough of North Caldwell. The designated facility shall be located within a fifty (50) mile radius of the North Caldwell border.

B. The Borough of North Caldwell reserves the right at any time during the term of the Contract to designate another or additional facilities within a fifty (50) mile radius of the North Caldwell border. The Borough of North Caldwell will assume no additional costs associated with such designation.

5.7 VEHICLES AND EQUIPMENT

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

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Borough Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and

odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8 NAME ON VEHICLES

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

5.9 TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of North Caldwell with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 7:30 am and 5:00 pm. The Borough of North Caldwell shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough of North Caldwell.

5.10 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 recyclables no later than the next day.

5.11 COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The complaint log shall be available for inspection by the Borough of

North Caldwell.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of North Caldwell.

5.12 SOLICITATION OF GRATUITIES

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

5.13 INVOICE AND PAYMENT PROCEDURE

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

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

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of North Caldwell for reimbursement.

B. The Borough of North Caldwell shall pay all invoices within 60 days of receipt. The Borough of North Caldwell will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of North Caldwell shall have 60 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of North Caldwell 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 Borough of North Caldwell shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices

shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

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

E. Where Borough of North Caldwell will pay the costs of disposal, the disposal facility shall bill the Borough of North Caldwell directly for all costs (including taxes and surcharges).

5.14 COMPETENCE OF EMPLOYEES

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

5.15 SUPERVISION OF EMPLOYEES

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

5.16 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of Section 8.4 Certificate of Insurance, of these Specifications. The insurance policy shall name the Borough of North Caldwell as an Additional Named insured indemnifying the Borough of North Caldwell with respect to the Contractor's actions pursuant to the Contract.

5.17 CERTIFICATES

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

5.18 INDEMNIFICATION

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

5.19 BREACH OF CONTRACT

If the work to be done under these Specifications and the contract to be entered into shall be abandoned or not carried out, or if at any time, the Borough Administrator shall be of the opinion and shall report to the Mayor and Council that said work is unnecessarily or unreasonably delayed, or that said Contractor has violated any of the conditions or covenants of these Specifications, or of said contract; or is not making progress in the execution of the work as to indicate that collection will not be upon schedule time, the said Mayor and Council shall have the right and power to notify the said Contractor to discontinue all work or any part thereof as the Mayor and Council may designate; and the said Mayor and Council shall thereupon have power to contract for the completion of the work and, at their option, to hire such equipment and to place such and so many persons on the work deem advisable, by contract or otherwise, to complete the work as herein described, or so much thereof as shall be necessary and to charge the expense of said labor and material and equipment to the Contractor, and the expense so charged shall be deducted and paid by the said Mayor and Council of the Borough out of such monies as may be either due, or may, at any time thereof, become due to the said Contractor under the contract or any part thereof, and in case the expense is greater than the sum which have been payable under this contract, then the said Contractor shall remit the amount of such excess to the Mayor and Council; the surety bond or bonds herein mentioned shall be security for the said indemnification of the Borough.

5.20 TRANSFERRING COLLECTED RECYCLABLES

The Contractor shall assure that any transfer of recyclables between vehicles does not leave any materials or liquids on the ground in the area of a transfer. The Contractor must clean the area in question immediately.

5.21 LIQUIDATED DAMAGES

The Contractor agrees that he will pay to the Borough of North Caldwell, as liquidated damages, in all cases where the Borough of North Caldwell shall elect to take such liquidated damages in lieu of actual damages, the following:

- A. Five Thousand (\$5,000.00) Dollars for each day the Contractor fails to collect the refuse in any district as required herein, except where due to an act of God. If the Contractor fails to collect only a portion of a district, then the Five Thousand (\$5,000.00) Dollars liquidated damages shall be apportioned on the basis that the skipped portion bears to the whole district to be collected on such day. The lineal footage of the streets included in the area to be collected shall be used for calculating the portion of the area uncollected.
- B. For violation of the section prohibiting transfer of refuse collected, Five Hundred (\$500.00) Dollars for each such violation.
- C. For failure to repair or repaint any container or replace or repair any cover within three (3) days as prescribed, Twenty-Five (\$25.00) Dollars.
- D. For failure to clean up immediately spillage from the Contractor's vehicles or resulting from collection or carting of recyclables, Five Hundred (\$500.00) Dollars for each such violation.
- E. For failure to answer a complaint pertaining to problems concerning collection of recyclables, One Hundred (\$100.00) Dollars.
- F. For failure of following any other section of this contract, and/or section 5.12, One Hundred (\$100.00) Dollars for each such violation.

A continuing violation of any of the above shall be considered a new violation each day.

This provision is in addition to and not in limitation of other rights of the Borough of North Caldwell under other parts of these Specifications.

5.22 PROPERTY DAMAGE

The Contractor shall be liable for damage caused by his servants or agents to buildings, walks, lawns, drives, flowers, shrubs or trees and for any loss of any nature whatsoever to the property owner and any such loss resulting from the acts or omissions of the Contractor, his servants or agents, shall be promptly paid. If, after

ten (10) days' notice, such payment is not made by the Contractor, the Borough may pay the same and deduct the amount thereof from the next payment to the Contractor. The Mayor and Council shall be the sole judge of the reasonableness of all claims submitted, and its decision shall be final and binding upon the Contractor.

6 BID DOCUMENTS

6.1 BID DOCUMENT CHECKLIST

- _____ Statement of Bidder's Qualifications, Experience and Financial Ability.
- _____ A Bid guarantee in the form of a Bid bond, certified check or cashier's check in the proper amount made payable to the Borough of North Caldwell.
- _____ Stockholder Statement of Ownership.
- _____ Non-Collusion Affidavit.
- _____ Consent of Surety.
- _____ Proposal.

Name of Firm or Individual

Title

Signature

Date

6.2 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Recyclable Materials Collection and
Delivery Service

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 Mayor and Council to award to _____ the contract for recycling collection and disposal services in the event said Bidder is the lowest responsible Bidder on the basis of the Bid Proposal which is submitted herewith.

3. I understand and agree that the Borough of North Caldwell will rely upon the information provided in the Questionnaire in determining the lowest, responsible Bidder to be awarded the contract.

4. I also understand and agree that the Mayor and Council may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20_____.

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

6.3 QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for recyclable collection and disposal for the Borough of North Caldwell. 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 Mayor and Council 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 Mayor and Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

6. List the government solid waste and recycling collection and disposal services contract that the Bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit:

 - (b) Approximate population of contracting unit:

 - (c) Term of contract from _____ to _____:

 - (d) How were materials collected?

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

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

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

8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the Bidder that will be necessary to perform the services in accordance with the work Specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 8, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Additional remarks.

6.4 BID GUARANTY

KNOWN ALL MEN BY THESE PRESENTS, that we, _____
of, _____
(hereinafter called the Principal), as Principal, and _____, a
corporation of the State of _____, qualified to do
business in the State of New Jersey, having its principal office at _____
_____ (hereinafter called the Surety) as Surety, are held and firmly bound
unto to the BOROUGH OF NORTH CALDWELL (hereinafter called the Oblige) the penal sum
of _____
_____ Dollars (\$_____) for the payment of which the
Principal and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has
submitted or is about to submit a proposal to the Oblige on a contract for the "Recyclable
Materials Collection and Delivery Service" for the Borough of North Caldwell.

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

Signed and sealed this _____ day of _____, 20____

(Seal)

Principal

Attest

(Seal)

Surety

By _____

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the Contractor shall indicate the form of corporation ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME:

ADDRESS:

SIGNATURE: _____ DATE: _____

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following:

_____ Limited Partnership

_____ Limited Liability Corporation

_____ Limited Liability Partnership

_____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

6.6 NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } §: Recyclable Materials Collection and
Delivery Service

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

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

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of
My Commission expires _____, 20____.

6.7 CONSENT OF SURETY

CONSENT OF SURETY

The undersigned, _____
a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New Jersey, with offices at _____
does hereby consent and agree with _____ (hereinafter Principal) that if
the proposal of the said Principal for Recyclable Materials Collection and Delivery Service for the
Borough of North Caldwell be accepted and a contract for said work be awarded to the said
Principal, it will, upon its being so awarded, become surety for the said Principal on a bond in a
penal amount equal to One Hundred Percent of the total amount of the Bid for the faithful
performance of said work, and for the protection of all persons performing or furnishing labor or
materials for the performance of said contract in the form required by N.J.S.A. 2A:44-147.

Signed, sealed, and dated this _____ day of _____, 20____

Surety

Date

6.8 ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

**BOROUGH OF NORTH CALDWELL
RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE
ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A:11:23.la., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid advertisement, Specifications or Bid documents.

By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

**PROPOSAL TO
BOROUGH OF NORTH CALDWELL
FOR
RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE**

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are named below; that this Proposal is made without collusion with any person, firm or corporation, and is in all respect fair and without collusion or fraud; that he has carefully examined the annexed form of Contract, the Specifications herein contained, and has read the instructions to Bidder hereto attached and that he proposes and agrees that if this Proposal is accepted, he will contract with the Owner, in the forms of Contract hereto annexed, to furnish all materials and labor specified, and accordingly that he will take full payment thereafter the following price or prices, to wit:

**RECYCLABLE MATERIALS COLLECTION AND TRANSPORTATION,
COMMINGLED AND MIXED PAPER**

Option I – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper

Twelve (12) month contract (April 1, 2024 to March 31, 2025).

Per Month _____ (\$ _____) Dollars
(Write monthly price)

Option II – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper

Thirty-six (36) month contract (April 1, 2024 to March 31, 2027).

Per Month _____ (\$ _____) Dollars
(Write monthly price)

Option III – Collection/Delivery of Recyclable Materials, Commingled and Mixed Paper

Sixty (60) month contract (April 1, 2024 to March 31, 2024).

Per Month _____ (\$ _____) Dollars
(Write monthly price)

By _____

Contractor

Address

Telephone Number: _____

Email Address: _____

Date: _____

**8.1 BOROUGH OF NORTH CALDWELL, NEW JERSEY - CONTRACT FOR
RECYCLABLE COLLECTION SERVICES**

In the Borough of North Caldwell, County of Essex, and State of New Jersey

THIS AGREEMENT, made and concluded this ____day of _____, in the year _____, between the Borough of North Caldwell, Municipal Building, 141 Gould Avenue, Borough of North Caldwell, in the County of Essex, State of New Jersey, party of the first part (Hereinafter called "Borough") and _____(hereinafter called the "Contractor").

ARTICLE ONE: SCOPE OF WORK

Contractor covenants and agrees to perform all work in accordance with the BOROUGH OF NORTH CALDWELL, BID SPECIFICATIONS FOR RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICE, OPTION NUMBER_____. For a term of _____commencing _____ and ending _____.

Contractor further agrees to so perform in a good workmanlike manner all work required to be furnished and delivered, done and performed inconformity with the Contract Documents hereto annexed thereto are hereby made part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERMFORMANCE

The Contractor is required to execute a contract within ten (10) calendar days after the Notice of Award. Failure or neglect to execute this Contract within said period shall constitute a breach of the agreement.

WITNESSETH, that if said Contractor has agreed and by these present does agree with the said Borough, for the consideration hereinafter mentioned and contained and under the penalty expressed in a bond to be given as hereinafter provided, to furnish at this, his own proper cost and expense, all the necessary labor and equipment which may be required for the collection, removal, and delivery of all recyclable material from the Borough of North Caldwell, in accordance with the following terms, conditions and Specifications, advertisement, proposal for such work and instruction to Bidders, hereto attached, in return for payment by the Borough in the amount of _____ per month.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed and this contract to be executed on behalf of the Borough of North Caldwell by the Mayor of said Borough and attested to by the Municipal Clerk of said Borough.

ATTEST:

BOROUGH OF NORTH CALDWELL

By: _____

Name: Tami Michelotti

Title: Borough Clerk

By: _____

Name: Joshua H. Raymond

Title: Mayor

Dated: _____, 2024

ATTEST:

(Contractor)

By: _____

Name:

Title:

Dated: _____, 2014

By: _____

Name:

Title:

Attachments:

1. Bid Specifications
2. Pay to Play Rider
3. Affirmative Action Rider
4. Bidder's Price Sheet

8.2 PERFORMANCE BOND

FORM OF BOND

COMBINED N.J. STATUTORY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as
Principal, and _____ as Sureties, are hereby held and
firmly bound unto the Borough of North Caldwell in the penal sum of
_____ (\$ _____) Dollars for
the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas, the above named
principal did on the _____ day of _____, 20____ enter into a contract with the Borough of
North Caldwell which said contract is made a part of this the bond the same as though set forth
herein;

NOW, if the said _____ shall
well and faithfully do and perform the things agreed by

_____ to be
done and performed according to the terms of said contract, and shall pay all lawful claims of Sub
contractors, material men, laborers, persons, firms or corporation for labor performed or materials,
provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished,
used or consumed in the carrying forward, performing or completing of said contract, we agreeing
and assenting that this undertaking shall be for the benefit of any subcontractor, material man,
laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this
obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly
understood and agreed that the liability of the surety for any and all claims hereunder shall in no
event exceed the penal amount of this obligation as herein stated.

8.3 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Recyclable Materials Collection and
Delivery Service

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

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

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20____.

8.4 CERTIFICATE OF INSURANCE

A. If a contract is awarded, the Contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers compensation insurance with limits of not less than the following:

1. For workers' compensation unlimited coverage and in accordance with New Jersey statutes for employer's liability;
2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000.00 each person and property damage liability limits of \$500,000.00 each occurrence; and
3. For comprehensive automobile liability insurance coverage. Bodily injury liability limits of \$500,000.00 each person and \$1,000,000.00 each occurrence, and property damage liability limits of \$1,000,000.00 each occurrence.

B. The insurance certificate shall list the Borough of North Caldwell as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies. The following "save harmless" clause shall be included": "Contractor agrees to indemnify and hold harmless the Borough of North Caldwell and its agents against loss or expense by reason of liability imposed by law upon the owner because of bodily injury, including death at any time resulting therefrom, accidentally sustained by any person or on account of damage to property arising out of or in consequence of the performance of such collection and disposal services due to negligence of the Contractor, their employees or agents".

C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal within 30 days prior written notice to the Borough Administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.

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

E. Certificates of insurance shall be delivered to the Borough Administrator at the time designated by the Borough of North Caldwell; provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

8.5 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: Recyclable Materials Collection and
Delivery Service

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20__.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #2

BOROUGH OF NORTH CALDWELL MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family	2,071
Multi-family	10
Farm	0
Townhouse*/Condominium	282
Affordable Housing Units	<u>50</u>
Total	2,413

**Includes 20 townhouse units in the Stepping Ridge development which are geographically located in the Township of Fairfield and are to be serviced by the terms of these specifications.*

NOTE: Anticipated future changes to the residential sources of recyclable materials (unknown timing) totaling 321 residential units:

- Stacked flats and Townhouses	271 units
- Apartments	50 units

COMMERCIAL/INDUSTRIAL SOURCES:

Total	15
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MUNICIPAL/INSTITUTIONAL SOURCES:

North Caldwell Municipal Building, Gould Avenue
Firemen's Community Center, Gould Avenue
North Caldwell Public Safety Building, Gould Avenue
Community Pool, Gould Avenue (seasonal)
Gould/Mountain School, Gould Avenue
Grandview School, Hamilton Drive East
West Essex Regional School District, West Greenbrook Road

POPULATION: 6,694 (2020 Census)

AREA: 3.07 Square Miles

TOTAL ROAD MILES: Municipal - approximately 30 Miles
Essex County - approximately 6 Miles

RECYCLING TONNAGES REPORT (Monthly Averages):

<u>Year</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Mixed Paper	279	361	307	310	288 through August 2023
Commingled	209	261	212	235	226 through August 2023

ATTACHMENT #3

BOROUGH OF NORTH CALDWELL STREET LIST

Acorn Place	Four Seasons Drive	Old Mill Road
Allen Road	Fox Run	Orient Way
Amelia Street	Glenview Road	Overlook Court
Andover Drive	Goodhill Road	Oxford Road
Andrea Drive	Gould Avenue	Park Avenue
Angela Court	Grandview Avenue	Park Place
Arbor Drive	Grandview Place	Pine Place
Armitage Lane	Green Place	Rickland Drive
Aspen Drive	Hamilton Dr. East	Robin Hill Road
Balsam Place	Hamilton Dr. North	Roosevelt Boulevard
Barnsdale Road	Hamilton Dr. South	Rose Avenue
Beachmont Terrace	Hamilton Dr. West	Rosemont Court
Birch Avenue	Hampton Court	Sagamore Drive
Birchwood Road	Harding Avenue	Sheffield Road
Blackberry Lane	Harding Avenue	Shenandoah Drive
Bloomfield Avenue	Harvest Lane	Skyline Drive
Brentwood Drive	Hemlock Drive	Sleepy Hollow Court
Brookside Terrace	Henry Avenue	Smull Avenue
Brookwood Drive	Hickory Drive	Soder Road
Brookside Terrace	High Point Place	Sparrow Drive
Brookwood Drive	Highfield Terrace	Spruce Road
Byron Road	Highland Drive	Squire Hill Road
Cambridge Drive	Hill Street	Stanley Road
Canterbury Drive	Hillcrest Place	Stephanie Drive
Central Avenue	Hillside Avenue	Stepping Ridge
Chestnut Hill Road	Hilltop Drive	Stony Brook Drive
Colony Drive	Jasmine Place	Summit Drive
Coney Road	Jennifer Court	Sunset Drive
Courter Lane	Kenwood Court	Tanglewood Road
Coventry Lane	Knollwood Drive	The Crossing
Cypress Avenue	Lakeside Avenue	Timber Drive
Deer Trail Road	Laurel Court	Vale Place
Dogwood Place	Lindsley Road	Valley View Place
Drew Court	Longview Avenue	Veazy Street
Dupont Drive	Main Street	Veranda Avenue
East Greenbrook Road	Maple Drive	West Greenbrook Road
Edgewood Court	Maywood Court	White Oak Drive
Elm Place	McDonough Place	Wildwood Drive
Elm Road	Meadow Lane	Willow Brook Drive
Estella Avenue	Mill Street	Willow Lane
Eton Drive	Morris Place	Wind Ridge Drive
Evergreen Drive	Mountain Avenue	Winding Way
Fairfield Road	Mountain Place	Woodland Avenue
Fairview Drive	North Terrace	Woodmere Court
Falcon Point Drive	Norwood Terrace	York Place
Farmstead Road	Oak Place	
Fern Avenue	Oak Ridge	
Ferndale Road	Old Farm Road	