

## 1.0 BID NOTICE

### BID DOCUMENTS

PLEASE TAKE NOTICE that sealed bids for the contract for Solid Waste Collection and Removal Services, will be received by the Town Clerk of the Town of Secaucus ("Town"), or his designee, on August 6, 2014, at 10:00 a.m., prevailing time, at, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and read.

All bids must be on the proposal forms obtained from the Town. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the words "Solid Waste Collection and Removal Services". The envelope must be addressed to Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the bid must be received by the Town Clerk by the date and time set forth above. No late bids will be accepted.

Bid documents may be examined and obtained at the Town's Purchasing Agent's office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m. Each bid must be accompanied by a certified check, cashier's check or bid bond from a surety company licensed to do business in New Jersey, in the amount of ten percent (10%) of the highest aggregate five (5) year bid submitted, but not in excess of \$20,000.00, made payable to the Town of Secaucus. The fee for bid documents is fifty (\$50.00) dollars payable in cash or certified check to Town of Secaucus.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq.

The Town reserves the right to waive any minor irregularities in or to reject any or all bids.

By order of the Town of Secaucus.

## 2.0 **DEFINITIONS**

- 2.1 **"BID DOCUMENTS"** means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Proposal Checklist, Bid Proposal Form, Technical Specifications, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, addenda (if any), Acknowledgment Of Secaucus Pay To Play Ordinance, Disclosure of Investment Activities in Iran, all documents submitted by the bidder, and the Contract.
- 2.2 **"CONTRACT"** means the written agreement executed by and between the Contractor and the Town, as amended, changed or modified, and shall include all Bid Documents.
- 2.3 **"CONTRACT ADMINISTRATOR"** means the Town's Purchasing Agent, or his designee.
- 2.4 **"CONTRACTOR"** means the lowest responsible bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 18A:18A-1, et seq.
- 2.5 **"TOWN"** means the Town of Secaucus.
- 2.6 **"LEGAL NEWSPAPER"**, for purposes of these Bid Documents, means the JERSEY JOURNAL.
- 2.7 Definitions set forth in N.J.A.C. 13:20-50.2 are incorporated herein by reference.
- 2.8 **"COLLECTION SITE"** means the location of waste containers on collection day.
- 2.9 **"COLLECTION SOURCE"** means a generator of designated collected solid waste to whom service will be provided under the contract.
- 2.10 **"CONTRACTING UNIT"** means a municipality or any board, commission, committee, authority or agency, and which had 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 exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.
- 2.11 **"DESIGNATED COLLECTED SOLD WASTE"** means solid waste types 10 and 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine

producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

- 2.11 “DISPOSAL FACILITY”** means those sites designated IN THE Hudson County Solid Waste Management Plan for the Town of Secaucus. “Disposal Facility” means those sites designated in the Hudson County Solid Waste Management Plan for use by the Town of Secaucus. The current Authorized Disposal Facility for Solid Waste is the Solid Waste Transfer & Recycling, Inc. Transfer Station at 442 Frelinghuysen Avenue, Newark, New Jersey. The Hudson County Solid Waste Management Plan is available at the Hudson County Improvement Authority, 574 Summit Avenue, Jersey City, New Jersey 07306, (201) 795-4555.
- 2.12 “GOVERNING BODY”** means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.S.A. 40A:11-2.
- 2.13 “Holiday”** means a regularly scheduled collection day on which the authority Disposal Facilities are closed, including: New Years Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.
- 2.14 “SERVICE AREA”** means the geographic area encompassing the Town of Secaucus.

### **3.0 INSTRUCTIONS TO BIDDERS**

#### **3.1 BID OPENING**

All bids will be publicly opened and read by the Town Clerk, or his designee, as set forth in the Bid Notice.

#### **3.2 BID SUBMISSIONS**

3.2.1 Each document required to be submitted by the bidder (see Bid Proposal Checklist, **Par. 6.1**) must be properly completed in accordance with these Bid Documents. No bidder shall submit the requested information on any form other than those provided in these Bid Documents, unless specifically permitted.

3.2.2 Bids shall be delivered to the Town Clerk as set forth in the Bid Notice.

3.2.3 Each bidder shall sign the documents to be submitted, where applicable, as follows:

- For a corporation, by an authorized principal executive officer;
- For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- By a duly authorized representative.

3.2.4 Each bidder shall submit one (1) original set of completed Bid Documents and one (1) copy.

#### **3.3 BID PROPOSAL FORM**

3.3.1 On the Bid Proposal Form (see **Par. 6.9**), the bidder must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

3.3.2 If the amount shown in words and its equivalent in figures in the Bid Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

3.3.3 Each bidder shall acknowledge receipt of addenda on the Bid Proposal Form, if applicable.

3.3.4 Bidders shall provide a bid for every vehicle set forth in the Bid Notice and must provide a bid to address all options requested.

### **3.4 EXCEPTIONS TO THE BID DOCUMENTS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

### **3.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

3.5.1 Prior to submitting a bid, the bidder shall, and by submitting a bid, the bidder represents and warrants that it has:

3.5.1.1 Carefully examined the Bid Documents and addenda, if any;

3.5.1.2 Fully acquainted and familiarized itself with the conditions as they exist, the manufacturers and goods requested, and the character of the operations to be carried out under the proposed Contract, and made such investigation so that the bidder fully understands the facilities, equipment difficulties, and restrictions accompanying the goods requested under the Contract; and

3.5.1.3 Brought to the attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with **sections 3.6 and 3.7** below.

3.5.2 Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Town in writing in accordance with **sections 3.6 and 3.7** below.

### **3.6 INTERPRETATION/ADDENDA**

3.6.1 No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents. A request for an interpretation or clarification shall be made in writing by fax to the Town's General Counsel, Chasan Leyner & Lamparello, PC, attention: Anthony V. D'Elia, 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, fax 201-348-6633. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents, and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Bid Documents. All addenda issued become part of the Bid Documents.

3.6.2 Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation.

**3.7 OBJECTIONS TO CONTRACT DOCUMENTS**

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing as set forth in **section 3.6** no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 18A:18A-15.

**3.8 BID GUARANTEE**

Each bid must be accompanied by a cashier's check, certified check or bid bond from a surety company licensed to do business in the State of New Jersey, in the amount of ten percent (10%) of the aggregate of the Total Five Year Cost to Purchase amounts set forth in the Bid Proposal Form, but not in excess of \$20,000.00, made payable to the Town of Secaucus. Cash will not be accepted. The bid bond submitted shall be in a form satisfactory to the Town and shall comply with the Local Public Contracts Law.

**3.9 VENDOR/MANUFACTURER QUALIFICATIONS**

3.9.1 The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods required by the Bid Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the Bid Documents.

**3.10 NOTICE OF AWARD, EXECUTION OF CONTRACT & DELIVERY OF DOCUMENTS**

3.10.1 Within seven (7) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the Bid Documents), insurance documentation reflecting the required insurance coverage and the appropriate affirmative action documentation.

3.10.2 Failure to deliver the aforementioned documents in a form satisfactory to the Town, and commence the contract as required in the Bid Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next lowest bidder.

### **3.11 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

### **3.12 AFFIRMATIVE ACTION REQUIREMENTS**

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with

N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

#### Mandatory Affirmative Action Language

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 or sex. Except with respect to 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, affectional or sexual orientation 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 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 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 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) 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.

### **3.13 AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

### **3.14 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

The bidder shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The bidder shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to:

<http://www.state.nj.us/dca/lgs/lpcl/index.shtml#BusinessRegistration>

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **4.0 AWARD OF CONTRACT**

#### **4.1 GENERALLY**

A. The Mayor and Council of the Town of Secaucus 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 of the Town of Secaucus' decision, in writing, by certified mail.

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

C. The Mayor and Council of the Town of Secaucus reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. Secaucus 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 Town of Secaucus 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 appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Town of Secaucus to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### **4.3 RESPONSIBLE BIDDER**

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

#### **4.4 PERFORMANCE BOND**

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Town Administrator of Secaucus within 10 days of the Notice of Award of the Contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Town of Secaucus 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 Town of Secaucus may award the contract to the next lowest responsive bidder or

terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a three to five 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 Town Administrator of Secaucus within 10 days of the Notice of Award of the Contract. The performance bond for each succeeding year shall be delivered to the Town of Secaucus with proof of full payment of the premium one hundred and 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 and twenty (120) days prior to the expiration of the current bond will constitute a breach of the contract and will entitle the Mayor and Council of the Town of Secaucus 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 equal to the costs incurred by the Town of Secaucus in re-bidding the contract.

#### **4.5 VEHICLE DEDICATION AFFIDAVIT**

The Contractor shall execute and submit at the time and place specified in the award notice of 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 Town of Secaucus 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.

#### **4.6 ERRORS IN PRICE CALCULATIONS**

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

## **5.0 WORK SPECIFICATIONS**

### **5.1 BASE BID AND ALTERNATE BID REQUIREMENTS**

The Bid Proposal shall contain an annual price base bid ("Base Bid") for years 1, 2, 3, 4 and 5. In addition to the base bid, the Contractor shall also bid on alternates 1 through 25 for each year.

#### **5.1.1 COLLECTION SOURCES OF WASTE**

The Collection Sources from which Solid Waste shall be collected shall include all Residential Sources, including those condominium and townhouses set forth in EXHIBIT B and Par. 5.2. The bidder, however, must provide and maintain the containers in the number and sizes specified for each of the listed condominium developments. Collection Sources shall also include Commercial Sources; churches; municipal buildings; the Koelle Boulevard Recreation Center; the Secaucus Swim Center; senior citizens buildings; police department buildings; emergency squad buildings; fire stations; libraries; any future municipal buildings; public schools and private schools. Collection at the Secaucus Swim Center shall occur during the Summer swim season.

#### **5.1.2. ADDITION OF CONDOMINIUMS OR TOWNHOUSES**

In the event that the Town becomes required to, or chooses to perform Solid Waste collections from the condominium or townhouse complexes set forth in EXHIBIT B and Par. 5.2, after the commencement of the Contract, the contractor will be compensated on a pro rata basis based on its alternate bid submitted.

#### **5.1.3 DEFINITION OF ZONES**

The collection of Solid Waste shall be in accordance with the following two (2) zones:

Zone 1: All streets in the Town of Secaucus north of Paterson Plank Road, including Paterson Plank Road.

Zone 2: All streets in the Town of Secaucus south of Paterson Plank Road.

The Town may, at any time for good cause, change the collection zones set forth above. A map of the Town of Secaucus is provided as EXHIBIT C attached hereto.

#### **5.1.4 SOLID WASTE COLLECTION**

The Contractor shall furnish all equipment and labor necessary and proper to provide adequate, uninterrupted collection of Solid Waste within the limits of the Town and the

removal of the solid Waste to the Authorized Disposal Site outside of the Town limits, all in accordance with the Contract Documents.

#### **5.1.5 COLLECTION SCHEDULE - SOLID WASTE**

Collection and removal of Solid Waste shall occur in accordance with the following schedule:

Zone 1: Two (2) days per week, Tuesdays and Fridays, between the hours of 5:00 a.m. and 4:00 p.m.

Zone 2: Two (2) days per week, Mondays and Thursdays, between the hours of 5:00 a.m. and 4:00 p.m.

The Contractor shall use its best efforts to maintain such collection routes so that collection is made from each collection source at approximately the same time on each collection day.

#### **5.1.6 BULK REFUSE**

The Contractor shall collect from each individual source two (2) items of Bulk Refuse per collection day. At apartment buildings or condominium complexes containing ten (10) or more units within a single structure, Contractor shall be required to pick up a maximum of five (5) Bulk Refuse items per collection day.

The Town will not require the Contractor to collect or dispose of bulky trash of an unreasonable nature which will, in the opinion of the Contract Administrator, cause an undue hardship on the Contractor, its equipment, or its employees. The Contractor will not be required to collect bulky trash resulting from major alterations or renovations to buildings by contractors, tenants, or property owners, as determined by the Contract Administrator.

#### **5.1.7 RECYCLABLE MATERIAL COLLECTION: GENERALLY**

The Town is committed to a recycling program to protect the environment, meet State mandated goals, and reduce the amount of Solid Waste disposed. The Town of Secaucus is presently engaged in a recycling program for recycling Recyclable Materials, whereby the Town collects Recyclable Materials. The Contractor shall familiarize itself and comply with the Town's current recycling program, or any future recycling program developed by the Town. The Town's current recycling program is on file in the office of the Town Clerk. The Contractor shall comply with all stickers or markings of any kind placed on containers which are part of the Town's recycling program.

The Contractor will not be required to collect Recyclable Materials which are placed at the curb or in containers for purposes of collection by the Town.

The Contractor agrees that the Town reserves the right to redefine the definition of Recyclable Materials thus increasing or decreasing the tonnage of Solid Waste collected in the Town.

#### **5.1.8 SIZE/WEIGHT OF CONTAINERS**

Except as set forth in Section 5.1.10 controlling the location of containers and compacted Solid Waste, Solid Waste containers shall be plastic or metal receptacles or bags not to exceed 35 gallons in size or which weight in excess of 60 pounds in gross weight. Solid Waste containers shall contain functional handles or otherwise be capable of being easily grabbed and controlled. Plastic bags shall be securely closed. Paper bags and cardboard boxes are not suitable receptacles for Solid Waste.

#### **5.1.9 LOCATION OF COLLECTION**

The collection of Solid Waste shall occur at the curblineline of streets. Where the distance between the curb and sidewalk is too narrow to accommodate the placement of Solid Waste containers, placement will be immediately adjacent to the sidewalk.

#### **5.1.10 EXCEPTION: LOCATION OF COLLECTION**

At the Secaucus Swim Center, the Contractor shall be required to leave the streets of the Town to collect Solid Waste from Mechanical Pickup Containers. At the senior citizen buildings (Elms at 777 Fifth Street; Rocco Imprevuto Towers at 600 County Avenue; and Kroll Heights at 700 County Avenue), the Contractor shall be required to leave the streets of the Town to collect Solid Waste which has been compacted into bags ("sausage bags"). In the event the Town awards a contract with any alternate providing for the collection of Solid Waste from one or more condominiums or townhouses, the Contractor may also be required to provide the Mechanical Pickup Containers and leave the streets of the Town to collect from the Mechanical Pickup Containers.

#### **5.1.11 HOLIDAY SCHEDULE**

Legal holidays are exempted from collection schedule. For purposes of the Contract Documents, legal holidays will be the same as those denoted by the Disposal Facility. The holiday schedule for the Disposal Facility for 2014, is attached hereto as Exhibit D.

### **5.1.12 COLLECTION FOLLOWING A HOLIDAY**

If a legal holiday falls on any collection day, Contractor shall provide collection services for the missed zone on the next day. For example purposes only, if a legal holiday falls Contractor shall, on Tuesday, provide Solid waste collection in both Zones 1 and 2. If a holiday falls on a Friday, Contractor shall, on Saturday, provide Solid Waste collection in Zone 1. Contractor shall reimburse the Town for advertising Solid Waste collection with respect to a legal holiday. The advertisement shall be in the SECAUCUS HOME NEWS or other periodical and will be at least a half page.

### **5.1.13 WASTE DISPOSAL**

Solid Waste collected within THE Town of Secaucus shall be disposed of in accordance with the Hudson County Solid Waste Management Plan. Presently, all Solid Waste collected pursuant to the terms of the contract shall be disposed of at Solid Waste Transfer and Recycling, Inc. Transfer Station, 442 Frelinghuysen Avenue, Newark, New Jersey. The hours of operation of the Disposal Facility for 2014 is set in EXHIBIT D attached hereto. The Bidder, however, should confirm the accuracy of EXHIBIT D.

The Town of Secaucus reserves the right to change the designated Disposal Facility or disposal facilities in accordance with the Hudson County Solid Waste Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility is unable to accept waste.

### **5.1.14 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 used for Solid Waste collection 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 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 the contract Documents. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

#### **5.1.15 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.

#### **5.1.16 TELEPHONE FACILITIES AND EQUIPMENT**

A. The Contractor must provide and maintain an office within reasonable proximity to the Town of Secaucus 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 as well as Wednesdays, between the hours of 7:00 a.m. and 6:00 p.m. The Town of Secaucus shall list the Contractor's telephone number in the telephone directory along with other listings for the Town of Secaucus.

#### **5.1.17 FAILURE TO COLLECT**

The Contractor shall report to the Contract Administrator, within one (1) hour prior the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, the collection will be made as soon as possible, but in no event later than the next scheduled collection day.

#### **5.1.18 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 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 Town.

B. The contractor shall submit a copy of all complaints received and the action taken to the Contract Administrator.

#### **5.1.19 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.

#### **5.1.20 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 Town of Secaucus 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 Town of Secaucus for reimbursement.

B. The Town of Secaucus shall pay all invoices within 45 days of receipt. The Town of Secaucus will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town of Secaucus shall have 45 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 Town of Secaucus 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 Town of Secaucus 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 the Town of Secaucus will pay the costs of disposal, the disposal facility shall bill the Town of Secaucus directly for all costs (including taxes and surcharges).

#### **5.1.21 COMPETENCE OF EMPLOYEES**

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

#### **5.1.22 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.

#### **5.1.23 INSURANCE REQUIREMENTS**

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

#### **5.1.24 CERTIFICATES**

Upon notification by the Town of Secaucus, 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.

#### **5.1.25 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town of Secaucus from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Town of Secaucus 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 alleged loss of life or property or in any injury or damage to persons, including Contractor's employees, or property, including property of the Town.

#### **5.1.26 TRAFFIC HAZARDS**

Collection shall be made in such a manner that the Contractor's equipment shall not create traffic hazards or impediments to travel. Contractor, its agents, employees, and subcontractors will follow all traffic regulations and not travel on the wrong side of the road, ride the middle of the street, or travel the wrong way on a one way street.

#### **5.1.27 CONDUCT OF CONTRACTOR**

Contractor, its agents, employees, and subcontractors shall perform its obligations pursuant to the Contract Documents in such a manner as not to injure, damage, or destroy trees, scrubs, or laws, or other private or public property.

### **5.2 ALTERNATES**

#### **5.2.1 ALTERNATE NO. 1: HARMON COVE I - 2 PER WEEK**

Alternate No. 1 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove I Condominiums 2 times per week.

#### **5.2.2 ALTERNATE NO. 2: HARMON COVE I - 3 PER WEEK**

Alternate No. 2 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove I Condominiums 3 times per week.

#### 5.2.3 ALTERNATE NO. 3: HARMON COVE II - 2 PER WEEK

Alternate No. 3 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove II Condominiums 2 times per week.

#### 5.2.4 ALTERNATE NO. 4: HARMON COVE II - 3 PER WEEK

Alternate No. 4 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove II Condominiums 3 times per week.

#### 5.2.5 ALTERNATE NO. 5: HARMON COVE III - 2 PER WEEK

Alternate No. 5 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove III Condominiums 2 times per week.

#### 5.2.6 ALTERNATE NO. 6: HARMON COVE IV - 2 PER WEEK

Alternate No. 6 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove IV Condominiums 2 times per week.

#### 5.2.7 ALTERNATE NO. 7: HARMON COVE IV - 3 PER WEEK

Alternate No. 7 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Harmon Cove IV Condominiums 3 times per week.

#### 5.2.8 ALTERNATE NO. 8: NORTHEND VILLAGE - 2 PER WEEK

Alternate No. 8 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Northend Village Condominiums 2 times per week.

#### 5.2.9 ALTERNATE NO. 9: NORTHEND VILLAGE - 3 PER WEEK

Alternate No. 9 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Northend Village Condominiums 3 times per week.

5.2.10 ALTERNATE NO. 10: ELIZABETH GARDENS - 2 PER WEEK

Alternate No. 10 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Elizabeth Gardens Condominiums 2 times per week.

5.2.11 ALTERNATE NO. 11: ELIZABETH GARDENS - 3 PER WEEK

Alternate No. 11 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Elizabeth Gardens Condominiums 3 times per week.

5.2.12 ALTERNATE NO. 12: MEADOWVIEW - 2 PER WEEK

Alternate No. 12 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Meadowview Condominiums 2 times per week.

5.2.13 ALTERNATE NO. 13: COVE COURT ESTATES - 2 PER WEEK

Alternate No. 13 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Cove Court Estates Condominiums 2 times per week.

5.2.14 ALTERNATE NO. 14: COVE COURT ESTATES - 1 PER WEEK

Alternate No. 14 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Cove Court Estates Condominiums 1 times per week.

5.2.15 ALTERNATE NO. 15: GREEN VALLEY - 2 PER WEEK

Alternate No. 15 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Green Valley Condominiums 2 times per week.

5.2.16 ALTERNATE NO. 16: GREEN VALLEY - 3 PER WEEK

Alternate No. 16 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Green Valley Condominiums 3 times per week.

5.2.17 ALTERNATE NO. 17: FRONT STREET - 2 PER WEEK

Alternate No. 17 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Front Street Condominiums 2 times per week.

5.2.18 ALTERNATE NO. 18: FRONT STREET - 3 PER WEEK

Alternate No. 18 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Front Street Condominiums 3 times per week.

5.2.19 ALTERNATE NO. 19: RIVER GLEN ESTATES - 2 PER WEEK

Alternate No. 19 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from River Glen Estates Condominiums 2 times per week.

5.2.20 ALTERNATE NO. 20: CHATEAU GARDENS - 2 PER WEEK

Alternate No. 20 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Chateau Gardens Condominiums 2 times per week.

5.2.21 ALTERNATE NO. 21: CHATEAU GARDENS - 3 PER WEEK

Alternate No. 21 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Chateau Gardens Condominiums 3 times per week.

5.2.22 ALTERNATE NO. 22: RIVERVIEW GARDENS - 2 PER WEEK

Alternate No. 22 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Riverview Gardens Condominiums 2 times per week.

#### 5.2.23 ALTERNATE NO. 23: RIVERVIEW GARDENS - 6 PER WEEK

Alternate No. 23 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Riverview Gardens Condominiums 6 times per week.

#### 5.2.24 ALTERNATE NO. 24: TIFFANY COURT - 2 PER WEEK

Alternate No. 24 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Tiffany Court Condominiums 2 times per week.

#### 5.2.25 ALTERNATE NO. 25: TIFFANY COURT - 3 PER WEEK

Alternate No. 25 shall be the same as the Solid Waste collection service provided in the Base Bid, except that the Contractor shall provide for collection of Solid Waste from Tiffany Court Condominiums 3 times per week.

### **6.0 BIDDING DOCUMENTS**

#### 6.1 BIDDING DOCUMENTS CHECKLIST

6.2 Certified photocopies of Bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.

6.3 Statement of Bidder's Qualifications, Experience and Financial Ability, together with the questionnaire setting forth experience and qualifications.

6.4 A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Town of Secaucus.

6.5 Stockholder Statement of Ownership.

6.6 Non-collusion Affidavit.

6.7 Certificate of Surety.

6.8 Designation of Subcontractors.

6.9 Bid Proposal.

6.10 Business Registration Certificate (BRC) issued by the New Jersey Division of Revenue.

\_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

Name of Contractor: \_\_\_\_\_

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.

AFFIDAVIT

STATE OF NEW JERSEY )

COUNTY OF HUDSON )

SS: Town of Secaucus Solid Waste Collection Service

(Name of Affiant) , am the (Identify Relationship to Bidder)

of \_\_\_\_\_ and being duly  
(Name of Bidder)

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.
3. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Town of Secaucus to award to \_\_\_\_\_ the (Name of Bidder) contract for Solid Waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid Proposal which is submitted herewith.
4. I understand and agree that the Town of Secaucus will rely upon the information provided in the Questionnaire in determining the lowest responsible bidder to be awarded the contract.
5. I also understand and agree that the Town of Secaucus may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.

I do hereby authorize the Town of Secaucus, 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 Town of Secaucus with any information necessary to verify the answers given.

\_\_\_\_\_

(Signature of Affiant)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

Subscribed and sworn to before  
me \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary



5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work has not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
  
6. List the government solid waste collection services contracts 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) Approximately 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 materials.
  - (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 connection of the solid Waste described in the Contract Documents. Include the make of each vehicle, the year and manufacture, the capacity, years of service, present conditions and the type and size of the truck bodies.

8. Where can the 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 Contract Documents.
  
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
  
11. If the equipment to be leased or purchased is not located at the address(es) given above in answer 9, identify where the equipment can be inspected.

12. List the name and address of three credit or bank references.
  
13. Supply the most recent annual report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder.
  
14. List all of your private residential, commercial, industrial or institutional refuse or bulky refuse collection customers which you service within the Town of Secaucus.
  
15. Additional remarks.

USE ADDITIONAL SHEETS IF NECESSARY

## 6.4 BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as  
Surety, a Corporation organized and existing under the laws of the State of \_\_\_\_\_  
and licensed to do business in the State of New Jersey and hereby held and firmly bound  
unto the Town of Secaucus, New Jersey in the penal sum of \_\_\_\_\_  
for payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2014.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Secaucus a certain Bid Proposal attached hereto, and hereby made a part hereof, to enter into an agreement in writing for Solid Waste collection services.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or, in the alternative,

(b) If said Bid Proposal shall be accepted and the Principal shall within the time specified therefore execute and deliver the Contract attached hereto and shall furnish a bond for his faithful performance of said Contract, and a bond for the payment of all labor and materials, then this obligation shall be null and void; otherwise the same shall remain in 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

\_\_\_\_\_  
(Principal) (seal)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

(Title)

\_\_\_\_\_

(seal)

\_\_\_\_\_  
(Surety)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

(Title)

NOTICE: The above Agreement must be executed under the corporate seal of the surety Company, attested by its Secretary, and signed by its President or proper officer, in the manner prescribed by the laws of the State of New Jersey. The Agreement may also be accepted if in substantial compliance with the form.



(2) Names and addresses of all partners of \_\_\_\_\_, a partnership, owning an interest therein of ten percent (10 %) or greater are:

Names:	Addresses:

(3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (use extra sheets if necessary and attach).

WITNESS: \_\_\_\_\_ (Contractor) (seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

(Date \_\_\_\_\_  
)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

(Date \_\_\_\_\_  
)



**6.7 CERTIFICATE OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged and for other \_\_\_\_\_, a corporation

(Name of Surety Company)

organization and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey certifies and agrees, that if the Contract for Solid Waste Collection Services is awarded to

(Name of Bidder)

the undersigned corporation will execute performance and payment bonds are required by the Contract Documents and will become surety in the full amounts set forth in the Contract Documents for the faithful performance and payment of all obligations of the Contractor.

(seal)

\_\_\_\_\_  
(Surety)

WITNESS:

By: \_\_\_\_\_  
(Signature)

(Signature) \_\_\_\_\_

(Printed Name)

(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**IMPORTANT** - A valid and effective power of attorney authorizing the attorney-in-fact to execute the Certificate of Surety on behalf of the surety for the full amount of the Bid Price must accompany the Certificate of Surety.

## 6.8 DESIGNATION OF SUBCONTRACTORS

The undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor for the work to be performed under the attached Bid Proposal, and for each portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the total bid.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the Town setting forth the facts constituting the emergency or necessity.

The designation of a subcontractor does not relieve the Contractor of responsibility for performance under the Contract.

Name: \_\_\_\_\_ Portion of Work: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Portion of Work: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Portion of Work: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Portion of Work: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:  
(Contractor)

\_\_\_\_\_ (seal)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

(Date)

\_\_\_\_\_

**6.9 BID PROPOSAL**

Proposal for Solid Waste collection and removal services beginning on July 1, 2009.

TO: TOWN OF SECAUCUS

FROM: \_\_\_\_\_  
(Contractor)  
  
\_\_\_\_\_  
(Address)  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
(Facsimile No.)

The undersigned hereby agrees to provide complete performance in accordance with the Contract Documents for the prices listed in this Bid Proposal. The bidder represents that it has read and understands the Contract Documents and that it has duly considered all information contained therein in the course of submitting its Bid Proposal. Moreover, submission of the Bid Proposal serves as the Bidder's representation that if awarded the Contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Contract Documents or lack of information concerning same.

Note: Bidders are required to sign all pages of this Bid Proposal.

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**6.9 BASE BID**

Year 1: \_\_\_\_\_  
(Price in Figures) \_\_\_\_\_  
(Price in Words) \_\_\_\_\_

Year 2: \_\_\_\_\_  
(Price in Figures) \_\_\_\_\_  
(Price in Words) \_\_\_\_\_

Year 3: \_\_\_\_\_  
(Price in Figures) \_\_\_\_\_ in \_\_\_\_\_  
(Price in Words) \_\_\_\_\_

Year 4: \_\_\_\_\_  
(Price in Figures) \_\_\_\_\_ in \_\_\_\_\_  
(Price in Words) \_\_\_\_\_

Year 5: \_\_\_\_\_  
(Price in Figures) \_\_\_\_\_

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

(Signature) \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title) \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

**6.9.1.1 ALTERNATE NO. 1: HARMON COVE I - 2 PER WEEK**

<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 1 (#s)</u>	<u>Additional Price for Alt. 1 (Words)</u>	<u>Total</u>
----------------------------	---	--	--------------

Year 1:	_____	\$	\$	_____
Year 2:	_____	\$	\$	_____
Year 3:	_____	\$	\$	_____
Year 4:	_____	\$	\$	_____
Year 5:	_____	\$	\$	_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.2 ALTERNATE NO. 2: HARMON COVE I - 3 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 2 (#s)</u>	<u>Additional Price for Alt. 2 (Words)</u>	<u>Total</u>
Year 1:	\$ _____	\$ _____	\$ _____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS:

(seal)

\_\_\_\_\_  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.3 ALTERNATE NO. 3: HARMON COVE II - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 3 (#s)	Additional Price for Alt. 3 (Words)	Total
Year 1:	_____	\$ _____	_____	\$ _____
Year 2:	_____	\$ _____	_____	\$ _____
Year 3:	_____	\$ _____	_____	\$ _____
Year 4:	_____	\$ _____	_____	\$ _____
Year 5:	_____	\$ _____	_____	\$ _____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.4 ALTERNATE NO. 4: HARMON COVE II - 3 PER WEEK**

	<u>Price for Base Bid* for Alt. 4 (#s)</u>	<u>Additional Price for Alt. 4 (#s)</u>	<u>Additional Price for Alt. 4 (Words)</u>	<u>Total</u>
Year 1:	_____	\$ _____	_____	\$ _____
Year 2:	_____	\$ _____	_____	\$ _____
Year 3:	_____	\$ _____	_____	\$ _____
Year 4:	_____	\$ _____	_____	\$ _____
Year 5:	_____		_____	\$ _____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.5 ALTERNATE NO. 5: HARMON COVE III - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 5 (#s)	Additional Price for Alt. 5 (Words)	Total
--	---------------------	-------------------------------------	--	-------

Year 1:	\$ _____	\$ \$ _____		
Year 2:	\$ \$ _____			
Year 3:	\$ _____	\$ \$ _____		
Year 4:	\$ _____	\$ \$ _____		
Year 5:	\$ _____	\$ \$ _____		

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.6 ALTERNATE NO. 6: HARMON COVE IV - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 6 (#s)	Additional Price for Alt. 6 (Words)	Total
Year 1:	\$ _____	\$ _____	\$ _____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.7 ALTERNATE NO. 7: HARMON COVE IV - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 7 (#s)	Additional Price for Alt. 7 (Words)	Total
Year 1:	_____	\$ _____	\$ _____	_____
Year 2:	_____	\$ _____	\$ _____	_____
Year 3:	_____	\$ _____	\$ _____	_____
Year 4:	_____	\$ _____	\$ _____	_____
Year 5:	_____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.8 ALTERNATE NO. 8: NORTHEND VILLAGE - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 8 (#s)	Additional Price for Alt. 8 (Words)	Total
Year 1:	\$ _____			\$ \$ _____
Year 2:	\$ _____			\$ \$ _____
Year 3:	\$ _____			\$ \$ _____
Year 4:	\$ _____			\$ \$ _____
Year 5:	\$ _____	_____	_____	\$ \$ _____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.9 ALTERNATE NO. 9: NORTHEEND VILLAGE - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 9 (#s)	Additional Price for Alt. 9 (Words)	Total
Year 1:	_____	_____	_____	\$ \$ _____
Year 2:	_____	_____	_____	\$ \$ _____
Year 3:	_____	_____	_____	\$ \$ _____
Year 4:	_____	_____	_____	\$ \$ _____
Year 5:	_____	_____	_____	\$ \$ _____

WITNESS: \_\_\_\_\_ (seal)  
 (Contractor)

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.10 ALTERNATE NO. 10: ELIZABETH GARDENS - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 10 (#s)</u>	<u>Additional Price for Alt. 10 (Words)</u>	<u>Total</u>
Year 1:	_____	_____	_____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS:

\_\_\_\_\_ (seal)

(Contractor)

(Signature)

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

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.11 ALTERNATE NO. 11: ELIZABETH GARDENS - 3 PER WEEK**

	Price for Base Bid* for Alt. 11 (#s)	Additional Price for Alt. 11 (#s)	Additional Price for Alt. 11 (Words)	Total
Year 1:	_____	\$	\$ _____	_____
Year 2:	_____	\$	\$ _____	_____
Year 3:	_____	\$	\$ _____	_____
Year 4:	_____	\$	\$ _____	_____
Year 5:	_____	\$	\$ _____	_____

WITNESS: \_\_\_\_\_  
(Contractor)

(Signature) \_\_\_\_\_  
(Authorized Signature)

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.12 ALTERNATE NO. 12: MEADOWVIEW - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 12 (#s)</u>	<u>Additional Price for Alt. 12 (Words)</u>	<u>Total</u>
Year 1:	_____	_____	_____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS:

\_\_\_\_\_  
(Contractor) (seal)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.13 ALTERNATE NO. 13: COVE COURT ESTATES - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 13 (#s)</u>	<u>Additional Price for Alt. 13 (Words)</u>	<u>Total</u>
Year 1:	_____	\$ \$ _____		
Year 2:	_____	\$ \$ _____		
Year 3:	_____	\$ \$ _____		
Year 4:	_____	\$ \$ _____		
Year 5:	_____	\$ \$ _____		

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.14 ALTERNATE NO. 14: COVE COURT ESTATES - 1 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 14 (#s)</u>	<u>Additional Price for Alt. 14 (Words)</u>	<u>Total</u>
Year 1:	_____	_____	_____	_____
Year 2 :	_____ \$	_____ \$	_____ \$	_____
Year 3 :	_____ \$	_____ \$	_____ \$	_____
Year 4 :	_____ \$	_____ \$	_____ \$	_____
Year 5 :	_____ \$	_____ \$	_____ \$	_____

WITNESS: \_\_\_\_\_ (Contractor) \_\_\_\_\_ (seal)

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.15 ALTERNATE NO. 15: GREEN VALLEY - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 15 (#s)</u>	<u>Additional Price for Alt. 15 (Words)</u>	<u>Total</u>
Year 1:	\$ _____	\$ _____	\$ _____	_____
Y e a r 2 : _	\$ _____	\$ _____	\$ _____	_____
Y e a r 3 : _	\$ _____	\$ _____	\$ _____	_____
Y e a r 4 : _	\$ _____	\$ _____	\$ _____	_____
Y e a r 5 : _	\$ _____	\$ _____	\$ _____	_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.16 ALTERNATE NO. 16: GREEN VALLEY - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 16 (#s)	Additional Price for Alt. 16 (Words)	Total
Year 1:	\$ _____	\$ _____	\$ _____	_____
Y e a r 2 :	\$ _____	\$ _____	\$ _____	_____
Y e a r 3 :	\$ _____	\$ _____	\$ _____	_____
Y e a r 4 :	\$ _____	\$ _____	\$ _____	_____
Y e a r 5 :	\$ _____	\$ _____	\$ _____	_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.17 ALTERNATE NO. 17: FRONT STREET - 2 PER WEEK**

	Additional Price Price for Base Bid* for Alt. 17 (#s)	Additional Price for Alt. 17 (Words)	Total
--	--	---	-------

Year 1: \_\_\_\_\_

Year 2: \$ \_\_\_\_\_ \$ \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_ \$ \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_ \$ \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_ \$ \$ \_\_\_\_\_

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.18 ALTERNATE NO. 18: FRONT STREET - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 18 (#s)	Additional Price for Alt. 18 (Words)	Total
Year 1:	\$ _____	\$ _____	\$ _____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:		\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.19 ALTERNATE NO. 19: RIVER GLEN ESTATES - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 19 (#s)	Additional Price for Alt. 19 (Words)	Total
Year 1:	_____	_____	_____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS:

(seal)

(Contractor) \_\_\_\_\_

(Signature)

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

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

(Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.20 ALTERNATE NO. 20: CHATEAU GARDENS - 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 20 (#s)	Additional Price for Alt. 20 (Words)	Total
Year 1:	_____	\$ \$ _____		_____
Year 2:	_____	\$ \$ _____		_____
Year 3:	_____	\$ \$ _____		_____
Year 4:	_____	\$ \$ _____		_____
Year 5:	_____	\$ \$ _____		_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.21 ALTERNATE NO. 21: CHATEAU GARDENS - 3 PER WEEK**

	Additional Price Price for Base Bid* (Words)	Additional Price for Alt. 21 (#s) Total	for	Alt.	21
Year 1:	_____				_____
Year 2:	_____		\$	\$	_____
Year 3:	_____		\$	\$	_____
Year 4:	_____		\$	\$	_____
Year 5:	_____	_____	\$	\$	_____

WITNESS: \_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.22 ALTERNATE NO. 22: RIVERVIEW GARDENS - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 22 (#s)</u>	<u>Additional Price for Alt. 22 (Words)</u>	<u>Total</u>
Year 1:	\$ _____	\$ \$ _____		_____
Year 2:	\$ _____	\$ \$ _____		_____
Year 3:	\$ _____	\$ \$ _____		_____
Year 4:	\$ _____	\$ \$ _____		_____
Year 5:	\$ _____	\$ \$ _____		_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.23 ALTERNATE NO. 23: RIVERVIEW GARDENS - 6 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 23 (#s)</u>	<u>Additional Price for Alt. 23 (Words)</u>	<u>Total</u>
Year 1:	\$ _____			\$ \$ _____
Year 2:	\$ _____			\$ \$ _____
Year 3:	\$ _____			\$ \$ _____
Year 4:	\$ _____			\$ \$ _____
Year 5:	\$ _____	_____	_____	\$ \$ _____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.24 ALTERNATE NO. 24: TIFFANY COURT- 2 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 24 (#s)	Additional Price for Alt. 24 (Words)	Total
Year 1:	\$ _____	\$ _____	\$ _____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.25 ALTERNATE NO. 25: TIFFANY COURT - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 25 (#s)	Additional Price for Alt. 25 (Words)	Total
Year 1:	\$ _____	\$ _____	\$ _____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
 (Contractor) \_\_\_\_\_

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.26 ALTERNATE NO. 26: CREEKSIDE MANNOR - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 25 (#s)</u>	<u>Additional Price for Alt. 25 (Words)</u>	<u>Total</u>
Year 1:	\$ _____			\$ \$ _____
Year 2:	\$ _____			\$ \$ _____
Year 3:	\$ _____			\$ \$ _____
Year 4:	\$ _____			\$ \$ _____
Year 5:	\$ _____			\$ \$ _____

WITNESS: \_\_\_\_\_ (seal)  
 \_\_\_\_\_  
 (Contractor)

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

(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_ (Title) \_\_\_\_\_

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.27 ALTERNATE NO. 27: CREEKSIDE MANNOR- 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 25 (#s)	Additional Price for Alt. 25 (Words)	Total
--	---------------------	--------------------------------------	---	-------

Year 1:	_____	_____	_____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Title) (Title)

\_\_\_\_\_  
(Date) (Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.28 ALTERNATE NO. 28: JACOBS LANDING - 2 PER WEEK**

	<u>Price for Base Bid*</u>	<u>Additional Price for Alt. 25 (#s)</u>	<u>Additional Price for Alt. 25 (Words)</u>	<u>Total</u>
Year 1:	\$ _____	\$ \$ _____		_____
Year 2:	\$ _____	\$ \$ _____		_____
Year 3:	\$ _____	\$ \$ _____		_____
Year 4:	\$ _____	\$ \$ _____		_____
Year 5:	\$ _____	\$ \$ _____		_____

WITNESS:

\_\_\_\_\_ (seal)  
(Contractor)

(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

**6.9.1.29 ALTERNATE NO. 29: JACOBS LANDING - 3 PER WEEK**

	Price for Base Bid*	Additional Price for Alt. 25 (#s)	Additional Price for Alt. 25 (Words)	Total
--	---------------------	-----------------------------------	--------------------------------------	-------

Year 1:	_____	_____	_____	_____
Year 2:	\$ _____	\$ _____	\$ _____	_____
Year 3:	\$ _____	\$ _____	\$ _____	_____
Year 4:	\$ _____	\$ _____	\$ _____	_____
Year 5:	\$ _____	\$ _____	\$ _____	_____

WITNESS: \_\_\_\_\_ (seal)  
(Contractor)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\* The price listed in the "Base bid" column must be the same as the Base bid submitted on page 2 of the Proposal.

## 7.1 CONTRACT

THIS CONTRACT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between 1  
Secaucus, a Municipal Corporation of the State of New Jersey, with offices located at the Municipal C  
Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 ("TOW  
\_\_\_\_\_, with offices located at \_\_\_\_\_  
(CONTRACTOR).

In consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

### 7.1.1 SCOPE OF SERVICES

CONTRACTOR shall perform all services set forth in the Contract Documents which are attached hereto and incorporated herein by reference. This Contract is for the Solid Waste collection services pursuant to the Base Bid, together with Alternates \_\_\_\_\_.

### 7.1.2 COMPENSATION

The terms regarding compensation are set forth in the Contract Documents and specifically in the Bid Proposal submitted by the CONTRACTOR. The TOWN will not be responsible for increased collection costs to CONTRACTOR in the event the quantity of waste or sources of waste increase during the Term of the Contract.

### 7.1.3 TERM

The Term of this Contract shall be for a period of years, beginning \_\_\_\_\_, 2014 and ending \_\_\_\_\_, 20\_\_\_\_.

#### 7.1.4 BREACH OF THE CONTRACT

It shall be a breach of the Contract and the TOWN may, upon notice as set forth below, terminate the Contract, in whole or in part, upon the occurrence of any one or more of the following events:

- A. CONTRACTOR fails to commence work within the time specified in the Contract Documents.
- B. CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment to perform the work in accordance with the Contract Documents;
- C. CONTRACTOR fails to fully and properly, and in a good and workmanlike manner, perform its obligations in accordance with the Contract Documents;
- D. CONTRACTOR discontinues or abandons, in whole or in part, the performance of the work in accordance with the Contract Documents;
- E. CONTRACTOR fails to make prompt payments to subcontractors;
- F. CONTRACTOR becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection, or in the event of involuntary petition for bankruptcy is filed against the CONTRACTOR, the involuntary petition is not discharged within 90 days;
- G. If a trustee or receiver is appointed for the CONTRACTOR or any of the CONTRACTOR's property;
- H. CONTRACTOR allows any final judgment to stand against it unsatisfied for a period of 10 days;
- I. CONTRACTOR makes an assignment for the benefit of creditors;
- J. CONTRACTOR fails to comply with any reasonable directive of the Contract Administrator or TOWN, which directive is reasonably issued in accordance with the Contract Documents;
- K. CONTRACTOR utilizes truck or containers containing waste or materials not collected pursuant to these Contract Documents; or

- L. CONTRACTOR fails to comply in any way with any of the terms and obligations set forth in the Contract Documents.

#### **7.1.5 NOTICE, HEARING & TERMINATION FOR BREACH**

For termination due to a breach by CONTRACTOR:

7.1.5.1 Before the Contract shall be declared terminated, the TOWN shall give notice to CONTRACTOR and the Surety by certified mail and facsimile transmission of the nature of the breach, a demand that the breach be cured, and that in the event that the breach is not cured within seven (7) days, the time and place of a hearing before the Mayor and Council or their designee. Following said hearing, the TOWN may, in its sole discretion, terminate the Contract in whole or in part.

7.1.5.2 In the event the TOWN terminates the Contract in whole or in part, CONTRACTOR shall cease performing the Contract in accordance with a resolution of the TOWN. The TOWN may, in its sole discretion, (1) direct the Surety to perform the Contractor's obligations in accordance with the Contract; (2) enter into an agreement for the completion of the Contract according to the terms and provisions thereof with another contractor; or (3) utilize such other methods as in the opinion of the Mayor and Council will be required for the completion of the Contract in an acceptable manner, including completion of the work by the TOWN, or entering a separate agreement with another contractor.

7.1.5.3 When any particular part of the work under the Contract Documents is being performed by TOWN, by contract or otherwise, CONTRACTOR agrees to continue the remainder of its obligations under the Contract Documents, and CONTRACTOR will not interfere with TOWN or its contractor.

7.1.5.4 Nothing in this section shall restrict the right of TOWN to act in an emergency and take immediate action which may be required to provide continued Solid Waste collection services in the event of a breach or anticipatory breach by CONTRACTOR.

7.1.5.5 Where CONTRACTOR' s services have been terminated by TOWN, said termination shall not affect any rights TOWN has or may have in the future against CONTRACTOR or the surety. Any retention or payment of monies due to CONTRACTOR by the TOWN will not release CONTRACTOR or surety from liability.

any monies due to CONTRACTOR, or which may Thereafter become due to CONTRACTOR. If the damages, liabilities, costs and expenses exceed the sum payable to CONTRACTOR under the Contract, then CONTRACTOR and the Surety shall be liable and shall pay to TOWN the amount of such excess.

7.1.5.7 If after termination for breach it is determined that CONTRACTOR was not in breach, or that the CONTRACTOR's failure to perform was due to causes beyond its control and without the fault or negligence of the CONTRACTOR, the rights and obligations of the parties will be the same as if the termination was for the convenience of the TOWN, as set forth in Article 7.1.6.

#### **7.1.6 NOTICE & TERMINATION FOR CONVENIENCE**

TOWN may terminate the Contract, in whole or in part if the TOWN determines that a termination is in the TOWN' s interest ("termination for convenience"). The TOWN shall terminate for convenience by providing the CONTRACTOR with 90 days notice of said termination. The notice shall also specify the extent of the termination, and the effective date. If the termination is for the convenience of the TOWN, payments will be made as provided, for all work done by the CONTRACTOR under the terms and conditions of this Contract up to the time of termination, and the CONTRACTOR shall be reimbursed by the TOWN for such expenditures the TOWN considers reasonable termination expenses. it is further provided that in no case shall payment be made for any claim for loss of anticipated profits.

#### **7.1.7 REMEDIES**

#### 7.1.7.1 LIQUIDATED DAMAGES

The parties recognize that in many instances when there is a breach of the Contract by CONTRACTOR, the actual damages incurred by TOWN will be difficult or impossible to determine. Accordingly, CONTRACTOR shall pay TOWN as liquidated damages and not as a penalty, the following amounts for the following breaches of the Contract:

1. a. For failure to collect Solid Waste on any collection day, CONTRACTOR shall pay to TOWN the sum of \$10,000.00 for each day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by TOWN for the purpose of performing the Solid Waste collection service which CONTRACTOR has failed to perform; plus the sum of \$200.00 per day for each person used or employed by TOWN, including TOWN employees assigned to the performance of this service.
- b. For failure to substantially collect Solid Waste on any one collection day, CONTRACTOR shall pay to TOWN the sum of \$5,000.00 for each day in which the failure continues; plus the sum of \$1,000.00 per day for each vehicle hired or used by the TOWN for the purpose of performing the Solid Waste collection service which CONTRACTOR has failed to perform; plus the sum of \$200.00 per day for each person used or employed by TOWN, including TOWN employees assigned to the performance of the service.
- c. CONTRACTOR shall be deemed to have failed to make substantial collection as herein above provided when it shall have failed to collect and remove at least eight five (85 %) of the tonnage of Solid Waste ordinarily and normally collect and removed on each collection day. For the purpose of this subsection, the Contract Administrator's estimate of the percentage of Solid Waste collected shall be binding and conclusive on CONTRACTOR.

2. For failure to provide collection services to any individual Collection Source entitled to any of the collection services pursuant to the Contract Documents, CONTRACTOR shall pay TOWN the sum of \$100.00 for each such failure.

3. For failure to repair or replace an individual Collection Source's damaged waste containers or covers, or repay an individual Collection Source for damaged waste containers or covers, when the damage was caused by CONTRACTOR, its agents or employees, CONTRACTOR shall pay TOWN the sum of \$50.00 from which sum TOWN shall reimburse the claimant up to \$50.00. For Failure to replace or repair a solid waste container that has been provided by the CONTRACTOR, the CONTRACTOR shall pay the TOWN the sum of \$1,000.

4. For failure to maintain telephone service or a properly staffed office during the required hours as required by the Contract Documents, CONTRACTOR shall pay TOWN the sum of \$100.00 for each hour of such violation.

5. For using vehicles and equipment which are not in good working order and which CONTRACTOR has failed to repair or properly maintain for a period of 48 hours after receipt of notice from the Contractor Administrator of demand that the vehicle or equipment be repaired or replaced for the purpose of maintaining adequate and sanitary collection service pursuant to the Contract Documents, CONTRACTOR shall pay TOWN the sum of \$100.00 per day for each vehicle or piece of equipment used in violation of the Contract Administrator's demand.

6. For failure to have vehicles equipped with a broom and shovel, CONTRACTOR shall pay TOWN the sum of \$100.00 for each such failure.

7. For CONTRACTOR, its employees or agents, soliciting gratuities of any kind of work in connection with the collection service required by the Contract Documents, CONTRACTOR shall pay the TOWN the sum of \$50.00 for each such incident.

8. For failure to immediately clean any spillage from CONTRACTOR' s vehicles or from Solid Waste containers during collection activities, CONTRACTOR shall pay TOWN the sum of \$100.00 for each such incident.

9. For failure to start the collection day with empty trucks, if the trucks are filled with Solid Waste, garbage, refuse, Recyclable Materials or other materials that are not normally collected pursuant to the Contract Documents, CONTRACTOR shall pay TOWN the sum of \$1,000.00 for each such incident.

10. For collecting, mixing, hauling or tipping in the same truck used for the collection of Solid Waste in the TOWN, any Solid Waste, Recyclable Material, garbage, refuse, Recyclable Materials or other items from any other town, location, person, or business which is not a Collection Source pursuant to the Contract Documents, CONTRACTOR shall pay TOWN the sum of \$1,000.00 for each such incident.

#### **7.1.7.2 ASSESSMENT OF LIQUIDATED DAMAGES**

The Contract Administrator shall assess liquidated damages in connection with the foregoing provisions and shall give notice to CONTRACTOR of the damages assessed and the basis for said liquidated damages. CONTRACTOR may, within ten (10) days of said notice, request in writing an opportunity to be heard before the Contract Administrator. Following said hearing, the Contract Administrator will make a final determination regarding the liquidated damage assessment.

#### **7.1.7.3 PAYMENT OF LIQUIDATED DAMAGES SHALL NOT CONSTITUTE A DEFENSE**

The assessment, withholding or payment of any liquidated damages shall not constitute a defense to CONTRACTOR, nor an election of remedies by TOWN, nor an estoppel against TOWN, nor prevent TOWN from terminating the Contract for breach thereof.

#### **7.1.7.4 CUMULATIVE REMEDIES**

No remedy provided within the terms of the Contract Documents shall be deemed to preclude TOWN from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

#### **7.1.8. CONTRACT ADMINISTRATOR**

Unless otherwise determined by the Mayor and Council, the Superintendent of Public Works shall be the Contract Administrator. In addition to those responsibilities delegated to the Contract Administrator elsewhere in the Contract Documents, the Contract Administrator shall:

- A. Determine the standard of service to be provided in accordance with the Contract Documents;
- B. Answer all questions related to the service that must be provided pursuant to the Contract Documents; and
- C. Make all initial determinations on interpretation of the Contract Documents with respect to the day to day service to be provided, which shall be binding upon CONTRACTOR until said determination can be appealed pursuant to the terms of the Contract Documents.

#### **7.1.9 INDEPENDENT CONTRACTOR**

CONTRACTOR's relationship to TOWN shall at all times be that of an independent contractor. The method and manner in which CONTRACTOR's services hereunder shall be performed shall be

determined by CONTRACTOR, in its sole discretion, and TOWN will not exercise control over CONTRACTOR or its employees except insofar as may be reasonably necessary to ensure performance and compliance with the Contract Documents. Except as provided in the Contract Documents, Section 5.1.14 "Vehicles and Equipment", the employees, methods, equipment and facilities used by CONTRACTOR shall at all times be under its exclusive direction and control. Nothing in this Contract shall be construed to designate CONTRACTOR, or any of its employees, as employees or agents of TOWN.

**7.1.10 NOTICE**

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing and shall be deemed given when said notice is both mailed by certified mail and telecopied to the address and facsimile numbers as follows:

If to CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Facsimile No:) If \_\_\_\_\_

to TOWN: Town Clerk  
Municipal Government Center  
1203 Paterson Plank Road  
Secaucus, New Jersey 07094  
(Facsimile No:) (201) 617-5952

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The person, place and facsimile number to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Article.

#### **7.1.11 TAXES, UNEMPLOYMENT INSURANCE AND RELATED ITEMS**

CONTRACTOR hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by CONTRACTOR on the work covered by this Contract or in any way connected therewith; and CONTRACTOR shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and CONTRACTOR shall reimburse TOWN for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law TOWN may be required to pay same or any part thereof.

#### **7.1.12 ASSIGNMENT OF CONTRACT**

CONTRACTOR shall not assign, transfer, convey or in any other manner dispose of this Contract or its obligations hereunder, nor shall it in any manner dispose of its right, title or interest in or to the Contract or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract unless TOWN consents by resolution of the Mayor and Council.

#### **7.1.13 MULTI-YEAR CONTRACT**

This Contract is subject to the provisions of N.J.S.A. 40A : 11-15 relating to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

#### **7.1.14 BINDING UPON SUCCESSORS**

This Contract shall be binding upon the successors, heirs, legal representatives, administrators and executors of the CONTRACTOR.

#### **7.1.15 BUSINESS RECORDS**

CONTRACTOR' s documents and records related to this Contract shall be subject to inspection by TOWN officials at any reasonable time.

#### **7.1.16 GENERAL**

- A. **Modifications:** This Contract or any part thereof may not be modified, except by written agreement of the parties, signed by the duly authorized officers or agents of the parties.
- B. **No Waiver:** No omissions or delay by either party to this Contract at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Contract, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.
- C. **Applicable Law:** This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.
- D. **Severability:** If any provisions of this Contract or the Contract Documents shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.

- E. Force Majeure: In the event that performance by either party of any of its obligations or undertakings under this Contract shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
- F. Entire Agreement: This Contract, together with the Contract Documents, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the services required under the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their duly authorized officials as of the date first set forth above.

WITNESS:

TOWN OF SECAUCUS

\_\_\_\_\_  
MICHAEL MARRA  
TOWN CLERK

\_\_\_\_\_  
MAYOR

Dated:

WITNESS:

(seal)

(Contractor)

(Signature)

By: \_\_\_\_\_  
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





EXHIBIT A

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICES

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or 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 or 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 provision of this non-discrimination 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 with regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation.

The contractor or subcontractors, 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 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 contract 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. 17:237-5.2 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 or

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 personal testing confirms 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 decision of the State of New Jersey, and applicable Federal Law and applicable Federal Court decision.

The contractor or subcontractor 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 (NJAC 17:27).

EXHIBIT B

STATISTICAL DATA Re: SOURCES OF WASTE

THE DATA PROVIDED IN THIS SECTION IS FOR THE BIDDERS INFORMATION ONLY. THE TOWN MAKES NO REPRESENTATIONS OR WARRANTY AS TO THE ACCURACY OF THE STATISTICAL DATA AND THE BIDDER SHALL BE RESPONSIBLE FOR MAKING ITS OWN DETERMINATION AS TO THE NUMBER OF SOURCES WITHIN THE TOWN AND THE QUANTITY OF WASTE. ALL BIDDERS ARE ENCOURAGED TO INSPECT ALL BILLS AND OTHER DOCUMENTS SETTING FORTH THE TOWN'S COSTS OVER THE PAST FEW YEARS, WHICH INCLUDE INFORMATION REGARDING TONNAGE, ETC.; SAME ARE AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE PURCHASING AGENT, 3<sup>RD</sup> FLOOR, MUNICIPAL GOVERNMENT CENTER, 1203 PATERSON PLANK ROAD, SECAUCUS, NEW JERSEY.

Residential Sources (approximate):

Condominium Units: 1,719  
Single Family: 1,583  
Two Family: 977  
Three Family: 172  
Four Family: 16

Total:

\*\*\* Note: Any illegal apartments (units not known to the Tax Assessor) in the Town are not included in the above statistics; that is, one family and two family properties that have more than 2 or 3 families, respectively, living therein are not calculated herein, since this information is not listed with the Secaucus Tax Assessor. Bidders shall consider this factor.

Condominium/Townhouse Units:

<u>Name of Complex</u>	<u>Address</u>	<u># of Units</u>	<u># Mechanical Containers</u>	<u>Size of Container</u>
Harmon Cove I Condo	One Harmon Meadow Blvd.	562	2	40 yards

# Mechanical Size of

Name of Complex	Address	# of Units	Containers	Container
Harmon Cove II Condo	One Harmon Meadow Blvd.	256	18 3 yards =2 4 yards =2	2 yards =14
Harmon Cove III Condo	Meadowlands Parkway SL Level-Towers I	562	4 3 yards =2	30 yards =2
Harmon Cove IV Condo	Meadowlands Parkway	135	8 2 yards =6 3 yards =1	6 yards =1
Northend Village Condo	4 Northend Village Drive	38	2	3 yards
Elizabeth Gardens Condo	729 10 <sup>th</sup> St.	17	1	2 yards
Meadowview Condo	700 10 <sup>th</sup> St.	12	1	2 yards
Cove Court Estates Condo	Cove Court	6	1	1 yard
Green Valley Condo.	18 Green Valley Ct.	42	2	3 yards
Patriot Commons	Paterson Plank Rd.	16	1	4 yards
Front Street Condo	380 Front St.	12	1	2 yards
River Glen Estates Condo	1138 Farm Rd.	7	1	37.5 cu. ft.
Chateau Gardens Condo	2 Radio Ave.	63	2	4 yards
Riverview Gardens	123 Riverview Ct.	132	1	8 yards
Riverside Court		212	(Curbside Collection)	
Jacobs Landing	23 Village Place	33	tbd	tbd
Hops Common	Hop Lane/Pat	7	(Curbside Pickup)	

Creekside Mannor

Koele Boulevard

Tiffany Court Condo

741-747 10<sup>th</sup> Ave. 10

1

1 1/2 yards



**EXHIBIT C**

**EXHIBIT D**

**Regular Hours of Operation:**

Monday - Friday            5:00 a.m. - 4:00 p.m.

Saturday                    5:00 a.m. - 4:00 p.m.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: \_\_\_\_\_ Proposer: \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

\_\_\_\_\_ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

\_\_\_\_\_ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer 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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

\_\_\_\_\_  
Full Name (Print):

\_\_\_\_\_  
Signature:

**Schedule 7**

**TOWN OF SECAUCUS**

**ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE**

Chapter 26 of the Secaucus Code addresses “Pay to Play” reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature of Professional)

\_\_\_\_\_  
(Type or print name of Affiant and Title  
under signature)